



Trillium Health Partners

Mississauga Hospital

100 Queensway West
Mississauga, ON L5B 1B8

Queensway Health Centre

150 Sherway Drive
Toronto, ON M9C 1A5

Credit Valley Hospital

2200 Eglinton Avenue, West
Mississauga, ON L5M 2N1

(the “Customer” or “Purchaser(s)”)

Request for Quotations (RFQ)

for

CVH-2D Inpatient Mental Health Spruce Suite Renovation

RFQ Document: **207066**

Issue Date: **June 4, 2024**

Closing Time: **July 4, 2024 at 2:00:00 p.m. EST**

TO BE CLEAR, AND NOTWITHSTANDING ANY OTHER TERM OF THIS REQUEST FOR QUOTATIONS ("RFQ") THAT MAY BE INTERPRETED OTHERWISE, IT IS NOT THE INTENT OF MMC OR THE PURCHASER(S), NOR THE EFFECT OF THIS RFQ, TO INITIATE CONTRACTUAL RELATIONS BY THE PROVISION OF A QUOTATION BY ANY PROPONENT IN RESPONSE TO THIS RFQ.

NOTWITHSTANDING ANY OTHER TERM OF THIS RFQ, THIS RFQ IS MERELY A CALL FOR QUOTATIONS AND NOT A TENDER CALL INTENDING TO PLACE LEGALLY BINDING OBLIGATIONS ON MMC OR THE PURCHASER(S) OR ON ANY PROPONENT TO ENTER INTO A DEFINITIVE AGREEMENT OR TO BE BOUND BY ANY OF THE TERMS OF ITS QUOTATION. IT IS NOT THE INTENTION OF MMC OR THE PURCHASER(S) TO ENTER INTO A DEFINITIVE AGREEMENT FOR THE DELIVERABLES DESCRIBED IN THIS RFQ OR ENTER INTO ANY OTHER LEGALLY BINDING OBLIGATIONS UNLESS AND UNTIL MMC AND THE PURCHASER(S) HAVE COMPLETED THE NEGOTIATION AND FINALIZATION OF A DEFINITIVE AGREEMENT SATISFACTORY TO MMC, THE PURCHASER(S) AND THE PROPONENT, IF ANY, THAT MMC AND THE PURCHASER(S) DETERMINES TO NEGOTIATE WITH.

IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF MMC AND THE PURCHASER(S) AND/OR ANY PROPONENT TO NOT PROCEED AFFORDED IN THIS RFQ, AS THERE IS NO LEGALLY BINDING OBLIGATION ON MMC AND THE PURCHASER(S) OR ANY PROPONENT TO PROCEED.

Table of Contents

ARTICLE 1 – INTRODUCTION	5
1.2 Project Overview	6
1.3 Objectives	6
1.4 Prequalified Contractors	6
1.5 Prequalified Mechanical Sub-Contractors	7
1.6 Prequalified Electrical Sub-Contractors	8
1.7 Compatibility of Construction Team	8
1.8 Site Assessment	9
1.9 Prime Contractor	9
1.10 Substitutions	10
1.11 Permits and Inspections	10
1.12 Schedule of Work	10
1.13 Interference with Existing Operations	11
1.14 Compliance with AODA	12
1.15 Anti-Racist, Anti-Discrimination and Anti-Oppression Commitment	12
ARTICLE 2 – BID SUBMISSIONS	13
2.1 Accessing the RFQ Documents and Responding to the RFQ	13
2.2 Bid Submission	13
2.3 Submission Procedures	15
2.4 Withdrawal of Quotation	15
2.5 Amendment of Quotation	15
ARTICLE 3 - RFQ PROCEDURES	15
3.1 Bid Administrator	15
3.2 Notice of RFQ	15
3.3 Proponents to Review RFQ	16
3.4 Pre Bid Meeting / Site Walk Through	16
3.5 Clarification and Questions	17
3.6 Questions and Answers	17
3.7 Issued Addenda	17
3.8 Rights	17
3.9 Amendments to the RFQ	17
3.10 Right to Cancel the RFQ	17
3.11 Clarification of Proponent's Quotation	18
3.12 Verification of Information	18
3.13 Right to Waive Irregularities	18
3.14 Consultants	18
3.15 No Liability	18
ARTICLE 4 - EVALUATION PROCESS	19
4.1 General	19
4.2 Mandatory Requirements	20
4.3 Technical Requirements	21
4.4 Rated Requirements	21
4.5 In the Event of a Tie Score	22
ARTICLE 5 – MILESTONE TIMELINE	22
ARTICLE 6 - DISQUALIFICATION OF QUOTATIONS	23

ARTICLE 7 - AGREEMENT AND AWARD	24
7.2 Form of the Contract	24
7.3 Negotiations with Proponents	24
7.4 Award.....	24
7.5 Notification to Other Proponents of Award and Debriefing.....	25
7.6 Agreement not Reached	25
7.7 Term	26
ARTICLE 8 - ADDITIONAL TERMS AND CONDITIONS FOR THE RFQ	26
8.2 Acceptance of RFQ.....	26
8.3 Confidential Information	26
8.4 Proponent's Submission	27
8.5 Personal Information and Personal Health Information.....	27
8.6 Consent.....	27
8.7 Freedom of Information and Protection of Privacy Act.....	27
8.8 Costs.....	27
8.9 Conflict of Interest	28
8.10 Governing Law.....	28
8.11 No Liability	28
8.12 Priority of Documents.....	28
8.13 General Reservation of Rights by MMC and the Purchaser(s)	28
8.14 MMC and the Purchaser(s)'s Information Only an Estimate	29
8.15 Bid Protest Procedure	30
8.16 Electronic Signature	31
8.17 Entire RFQ.....	31
Schedule A – Description of Products and Services	32
Schedule B – Proponent Confirmation & Pricing Quotation	34
Schedule C – THP Supplementary Conditions.....	37

**REQUEST FOR QUOTATION (“RFQ”)
RFQ # 207066**

ARTICLE 1 – INTRODUCTION

1.1 Background

MMC is a not-for-profit organization that negotiates and manages major contracts for its customers as one of its responsibilities. For further information about MMC visit its website at www.mohawkmedbuy.ca.

MMC is issuing this RFQ and will administer the RFQ process set forth herein for the benefit and on behalf of the Potential Purchasers. References herein to “Potential Purchasers” or “Purchasers” include any Canadian Healthcare Provider that has been provided access, to MMC contracts, including any contract arising from this RFQ process. For the purposes hereof, a Canadian Healthcare Provider means: (i) a public hospital; (ii) a Department or Ministry (or an agency thereof) of the Federal, a Provincial or a Territorial Government or any entity owned by, controlled by or created by any one or more of the foregoing, that directly provides healthcare services in Canada or represents or acts on behalf of or otherwise contracts for public hospitals or other publicly funded providers of healthcare services in Canada, which entities would include a provincial or regional health authority and an entity providing provincial or regional materials management services for healthcare providers in Canada; (iii) a not-for-profit or charitable organization that provides healthcare services in Canada; and (iv) an entity, controlled by any one or more of the foregoing, which provides purchasing or materials management services to Canadian healthcare providers.

Shared Services West members and customers (listed below) have integrated with Mohawk Medbuy Corporation:

Halton Healthcare Services
Trillium Health Partners
William Osler Health System
Baycrest
Runnymede Healthcare Centre
West Park Healthcare Centre
Haldimand War Memorial Hospital and Edgewater Gardens:
Headwaters Health Care Centre
Collingwood General & Marine Hospital
Georgian Bay General Hospital
ErinoakKids
St. Jerome’s University
Wellington Health Care Alliance

MMC is representing the Customer(s) as its Bid Administrator, as further defined in ARTICLE 3 - RFQ PROCEDURES, and any rights or obligations of MMC enumerated

herein will be exercised on the Customer(s)'s behalf and in the Customer(s) best interests.

MMC is issuing this RFQ and will administer the RFQ procedure set forth herein for the immediate benefit, and on behalf, of Trillium Health Partners (the "Customer(s)").

1.2 Project Overview

This RFQ is being issued by the Purchaser(s) to obtain Quotations for services related to **General Construction** from Proponent(s) (the "Deliverables"). MMC is representing the Purchaser(s) as its Bid Administrator, as further defined in ARTICLE 3 - RFQ PROCEDURES, and any rights or obligations of MMC enumerated herein will be exercised on the Purchaser(s)'s behalf and in the Purchaser(s)'s best interests.

THP is looking to retain a General Contractor as the prime contractor for this renovation and sending invitation herewith. The GC shall carry Mechanical and Electrical Sub-Contractors (as per MMC's RFSQ list) for any work required to support the required scope.

The project involves a ~2,600-square-foot renovation to the 2D Mental Health Unit at Credit Valley Hospital. The construction shall be completed in five distinct phases with varying bed capacities all while ensuring that the unit remains operational.

1.3 Objectives

The primary focus of this project centers on upgrading the existing 2D 4-bed seclusion unit known as the "Spruce Unit" that operates as a Psychiatric Intensive Care Unit (PICU)". The driver for this renovation project is to enhance patient and staff safety, elevate the overall patient experience, and promote patient dignity through high-quality care.

Refer to Schedule A for Project Description and Scope of Work. Refer to Architectural, Mechanical & Electrical Drawings and Specifications issued by Stantec Ltd and WSP Issued for Tender dated May 31, 2024 for detailed Drawings and Specifications.

Construction is scheduled to start as soon as possible. Project completion is expected to be October 2025.

Upon signing the CCDC2 contract with THP's Supplementary Conditions, the General Contractor shall mobilize within 5 business days.

1.4 Prequalified Contractors

Proponents who have been prequalified on the first stage RFSQ No. 166985, as per the Prequalification Notification Letter issued August 8, 2022, are invited to submit a quotation in response to this RFQ.

Category C: Projects with construction budget value >\$2.5M and <\$10M.
Area Construction
BDA Inc.
Chart Construction Management Inc
Compass Construction Resources Ltd.
Merit Contractors Niagara
M.J. Dixon Construction LTD
Newgen Construction Corporation

1.5 Prequalified Mechanical Sub-Contractors

The prequalified parties in Category B from the first stage VOR No. 200671 as per the Prequalification Notification Letter V3 issued February 3, 2023 are:

Category B: Projects with construction budget value >\$500k and <\$5M	
AC Mechanical Contractors Ltd. Colin Pickcard, General Manager 905-829-1705 colin@acmechanical.ca	Canadian Tech Air Systems Inc. Kevin Clarke, General Manager – Project Director Bus. 416.291.1296 mail@ctas.ca
Battaglia Mechanical Michael Battaglia, President 905-415-2136 mike@battagliamechanical.com	Carmichael Engineering Joshua Theiner, Project Coordinator 905-625-4701 jtheiner@carmichael-eng.ca
Besseling Mechanical Inc. Cameron Besseling, President 905-560-0200 ext. 123 cameron@besselingmechanical.com	Tormac Mechanical Contractors Ltd. Mark Costante, President 905-828-7222 ext. 24 info@tormacmechanical.com
Bird Mechanical Ltd. Rey Galac, Vice President, Estimating, Service 905-954-1020 estimating@birdmechanical.com	Sutherland-Schultz James Harrison, Director of Pre-Construction and Strategic Development BUS: 519.783.1317 Cell: 519.465.1472 JHarrison@sutherland-schultz.com
Brenner Mechanical Michael Brenner, General Manager 519-746-0439 mbrenner@brenner.ca	English and Mould Mechanical Contractors Inc. Donald Smith, President 905-857-7778 donsmith@englishandmould.ca
L.J. Barton Mechanical Inc. Jim Barton, President 905-304-1976 ext. 203 estimating@ljbarton.com	Mattina Mechanical Limited Domenic Mattina, President 905-544-6380 ext. 223 dmattina@mattina.ca
Kelson Mechanical Josh Kelson EVP 905-898-3400	Modern Niagara Amer Warde, Chief Estimator Office: (416) 320-7466, Cell: 416-749-6031

00 21 13 – Instructions to Bidders
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

josh.kelson@kelson.on.ca	awarde@modernniagara.com gkitching@modernniagara.com
Plan Group Company / Inc. Gary Smit Office: 416-635-9635, Cell: 416-635-9040 gsmit@plan-group.com cmclaughlin@plan-group.com	Nutemp Mechanical Systems Ltd. David McMichael, President 905-338-5603 ext., 312 dmc michael@nutemp.ca

1.6 Prequalified Electrical Sub-Contractors

The prequalified parties in Category B from the first stage VOR No. 200671 as per the Prequalification Notification Letter V3 issued February 3, 2023 are:

Category B:	
RPG Electric Fortunato Zavaglia, President 905-474-2723 fzavaglia@rpgelectric.com estimating@rpgelectric.com	Ainsworth Inc. Eric Riaboy, Senior Power Systems Engineer/PM Bus: 416.751.4420 Cell: 416.428.5925 Eric.Riaboy@ainsworth.com
Smith and Long Limited Nick, Estimating 647-298-5171 bids@smithandlong.com	Buxton and Dawe Limited Mr. Darius McNalley, President Bus: 905.477.2009 Cell: 416.576.5925 darius@buxtonanddawe.com
Sutherland-Schultz James Harrison, Director of Pre-Construction and Strategic Development BUS: 519.783.1317 Cell: 519.465.1472 JHarrison@sutherland-schultz.com	1937829 Ontario Ltd o/a Cahill Electric Inc. Chris Cahill, President chris@cahillelectric.ca
Modern Niagara Amer Warde, Chief Estimator Office: (416) 320-7466, Cell: 416-749-6031 awarde@modernniagara.com gkitching@modernniagara.com	Danik Electrical Construction Company Danny Kotsopoulos, President 416-264-1069 dannyk@danikelectric.com
Ontario Electrical Construction Company (OECC) Ryan Charlton, Chief Estimator ryanchlarton@onelec.com CC' Timothy Wright, Vice President 416-363-5741 ext. 234 timwright@onelec.com	Guild Electric Limited Mark Donner, Chief Estimator Office: 416 288 8222 x 315 Cell: 416 688 1597 Mark.donner@guldelectric.com
Plan Group Company / Inc. Gary Smit Office: 416-635-9635, Cell: 416-635-9040 gsmit@plan-group.com cmclaughlin@plan-group.com	----

1.7 Compatibility of Construction Team

- a) Prior to submitting a Bid, Contractor to assure that there is compatibility between Contractor and selected Subcontractors and within team of Subcontractors.

- b) Owner will take no responsibility for compatibility or incompatibility (labour and otherwise) between Contractor and Subcontractors and within team of Subcontractors.
- c) Owner takes no responsibility for any work stoppage because there may be incompatibility between Contractor and Subcontractors, or within team of Subcontractors. Contractor to replace such conflicting Subcontractor or Subcontractors at Contractor's own expense.
- d) Where delays in the Work may result due to such work stoppage, Contractor to be responsible for associated labour cost and other expenses which may be incurred in order to complete the Work by required completion date/time.

1.8 Site Assessment

- a) Contractors are requested to review site and existing buildings and note conditions that will affect their work. Carefully examine the existing site conditions and note locations of existing equipment, devices, and services which may be affected by scope of work of this project. Include costs associated with temporary and/or permanent relocations, modifications, and/or extensions of existing systems and services to suit scope of work of this project. Prime Contractor to be responsible for coordination of scope of work with the Subcontractors, and also be responsible to ensure that costs are included in Bid Price. No extras to Contract Price will be considered by Consultant unless such conditions could not have been foreseen.
- b) Inspect existing conditions and limitations, within Place of the Work, including but not limited to:
 - i. means of access and egress;
 - ii. obstacles;
 - iii. location of any elements/utilities/services requiring removal and /or relocation;
 - iv. available locations at Place of the Work for storage of products and equipment (if any);
 - v. examining surrounding, adjacent public and private properties outside the Place of the Work for existing conditions and limitations including, but not limited to, rights and interests of other parties which may be interfered with during construction;
 - vi. determining requirements of municipality and any other applicable authorities and utilities.

1.9 Prime Contractor

- a) Prime Contractor on this project is General Contractor who if successfully awarded the project work, will be responsible for the Work of this Project. Prime Contractor is also identified as the "Contractor" or "Bidder" throughout Documents.
- b) Contractor is responsible for specified work for completion of project to acceptance of

Owner.

- c) Contractor is responsible for provision of qualified Subcontractors as required to perform work.
- d) Prime Contractor is responsible for full time on-site supervision of the Work at times during Project period, when any of their own forces or forces of their Subcontractors is on site. Provide on-site Supervisor. Prior to start of Work, identify to Consultant, on-site Supervisor.

1.10 Substitutions

Where the Bid Documents specify particular Products by proprietary name, the Consultant will consider Bidder requests for approval of substitutions during the bid period, provided such requests are received, in writing, at least [10] [ten] days before the bid closing time and are in accordance with the requirements specified in Section 01 25 00 – Substitution Procedures. If the Consultant approves a substitution, the substitute Product will be named in an addendum. Otherwise Bidders shall consider the request for approval of the substitution to be rejected.

1.11 Permits and Inspections

- a) Except for Building permit, obtain and pay for other required permits and fees for the Work, prior to commencement of work on site.
- b) Include for required inspections and approvals by local governing authorities.
- c) Refer to Section entitled Supplementary Conditions and Section entitled General Instructions, for additional permits and inspection requirements.

1.12 Schedule of Work

- 1. There will be from time to time an area that may not have immediate access due to user's operational requirements, but such occurrences can be coordinated on site.
- 2. If necessary, work outside of designated time periods can be arranged with agreement of Owner.
- 3. Ensure before submitting Bid that adequate supplies of materials are available for commencement of work and continuous operations. Where work conditions or material and equipment deliveries interfere with completion dates, meet with Consultant, revise work plans, determine how lost time will be made up and resubmit revised construction schedule.
- 4. Submission of Bid constitutes Bidder's agreement to commence work promptly after award of Contract and execute the work until completion. Prepare a draft implementation schedule at time of Bid Submission and submit with Bid.

Implementation schedule which assumes Construction Start date and Completion Date for Work as specified previously and which breaks down Work to identify how the Work is to be achieved. Equipment delivery timelines, milestones, and construction phasing to be indicated on Schedule. Within 5 working days from notification of contract award, successful Bidder is required to forward to Consultant a detailed schedule, indicating construction sequences and equipment delivery dates required in order to complete the Work in accordance with Owner's schedule. In addition, identify proposed cash flow for project.

5. No extra costs will be entertained by Owner in order to complete work as scheduled. Contractor and Subcontractors to include for any overtime work required to meet above schedule.
6. Progress payment requirements to be governed by conditions specified in Supplementary Conditions and include following conditions that are subject to final direction and approval from Owner:
 - i. Applications for progress payments will be made monthly.
 - ii. Exact monthly progress payment amounts will be coordinated with Owner after Contract Award to Successful Bidder.
 - iii. Holdback of 10% to be included for overall project unless otherwise required by Owner. Owner and Consultant to not release holdback until after their final acceptance of the Work.

1.13 Interference with Existing Operations

1. Operation of Owner's facilities continues 24 hours per day seven days per week. As a result, work must be executed in a way that does not create a hazard to or interrupt daily functions and on-going operations of areas, and maintenance procedures of maintenance staff. Maintain normal operations of building. Take every precaution and care to ensure that interference or disruptions to patrons, staff and management are minimized. Work to be performed in phased sequence of areas and times acceptable to Owner. Owner will provide guidance to Contractor but it is Contractor's responsibility to ensure that safe work conditions and respect for facilities operations, building occupants, visitors, and staff are maintained at all times. Perform and complete work at times as approved and coordinated with Owner and reviewed with Consultant.
2. Areas of work may have restricted access due to daily operations and may also require Personal Protective Equipment (PPE) or "tenting of areas" and special procedures for infection control and/or Asbestos Management Program. Confirm exact requirements with Owner and reviewed with Consultant.
3. Perform work that cannot be carried out during normal working hours due to interference with normal operations of Owner, during off-hours. Cost premiums associated with this work to be included in Bid price.

4. Owner generally permits shutdowns of selected systems at times approved by Owner but there is no guarantee of this. Contractors concerned with this condition may at their option identify a premium for any associated protection or refuse to Bid. Unless otherwise approved in writing by Owner and reviewed with Consultant, interruptions and shutdowns can only be performed during times as previously specified.
5. Comply with current Owner's procedures for working on site. One infraction will result in a warning and a second infraction will result in immediate termination of contract.
6. Refer to Section – General Instructions for additional interruptions and shut-down requirements.

1.14 Compliance with AODA

As part of its response to this RFQ, a Proponent may describe all measures that the Proponent intends to implement or make available in order that the Deliverables provided in response to this RFQ be in compliance with applicable accessibility standards under the *Accessibility for Ontarians with Disabilities Act, 2005* ("**AODA**") and its regulations, including but not limited to (i) any training that has been, or will be, provided to Proponent's staff; and (ii) all policies implemented by Proponent in respect of the AODA and its regulations. The Agreement shall require that the successful Proponent provide all Deliverables in accordance with the AODA and its regulations.

1.15 Anti-Racist, Anti-Discrimination and Anti-Oppression Commitment

In submitting a Quotation, a Proponent represents that it acknowledges and agrees that:

- a. historically marginalized groups in our communities often encounter barriers and inequities to full access and participation;
- b. the diversity of relevant stakeholders contributes to the growth, enrichment and strength of our communities;
- c. during the term of this RFQ process and any Agreement to which the Proponent may become a party, the Proponent will aim to ensure that all appropriate stakeholders receive fair and equitable treatment including access and opportunity to participate with dignity and respect, and enjoy an environment that is free from racism and other forms of discrimination and/or oppression; and
- d. the Proponent supports the dismantling all forms of racism, discrimination and oppression in its organization, including in its own operations, program, and governance structures.

In the event that MMC or any Purchaser, each acting reasonably, becomes aware that the Proponent is acting in a manner that is in conflict with the representations set out in this Section, then the Proponent may be disqualified from this RFQ process.

ARTICLE 2 – BID SUBMISSIONS

2.1 Accessing the RFQ Documents and Responding to the RFQ

1. The RFQ is available only through Bonfire Procurement Portal. For further information about Bonfire, visit the procurement portal at ssw.bonfirehub.ca. Parties that intend to respond to the RFQ must ensure that they have the necessary software to access and download the RFQ through Bonfire. Parties that intend to respond to the RFQ must consult the portal in a reasonably regular manner for any document updates or Addenda, and must base Quotations on the most current version of the RFQ available on the portal.
2. Proponents may contact Bonfire Support via email at support@gobonfire.com or by phone 800-354-8010 x2. Proponents will not contact MMC or the Purchaser(s) for such technical support.
3. MMC and the Purchaser(s) will not assume any risk, responsibility or liability whatsoever to any Proponent for ensuring that the Bonfire portal is in good working order or that the Proponents are able to download and upload documents or other material from or to the website, including, without limitation, delays caused by Bonfire when responding to Proponents' requests for technical support. **It is the Proponents responsibility to upload their Quotation in sufficient time prior to the Closing Time to enable the Proponent to submit a Quotation. MMC and the Purchaser(s) make no representation, warranty or condition that the Bonfire website will be uninterrupted, timely, secure, or error-free.**

2.2 Bid Submission

All Proponents interested in participating in this RFQ must submit their response to Bonfire Procurement Portal at <https://ssw.bonfirehub.ca/portal/?tab=openOpportunities>. No offline or hard copies will be accepted.

Proponents **must submit one (1) electronic copy** of their Quotation on MMC's Bonfire Procurement Portal **before** the Closing Time at 2:00:00 p.m.

Quotations sent by any other electronic means shall not be considered.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

Proponents will receive an email confirmation receipt with a unique confirmation number once quotations are submitted.

Minimum system requirements are Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

In addition:

- a) Quotations must be submitted in English;
- b) Quotations should contain concise written material and illustrations that enable a clear understanding and evaluation of the Proponent's capabilities and the qualities of its Quotation. Legibility, clarity, and completeness of the Proponent's Quotation are encouraged;
- c) Each Proponent's Quotation will be prepared without any connection, knowledge, comparison of information, or arrangement with any other Proponent or any employee, representative, or agent thereof, and each Proponent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud. Without limiting MMC's or the Purchaser(s)'s general reservation of rights, the MMC and the Purchaser(s) may without liability, cost or penalty, in its sole discretion, disqualify any Quotation where there is any evidence that the Proponent, its employees, agents, contractors or representatives colluded with one or more other Proponents or any of its or their respective employees, agents, contractors or representatives in the preparation of the Quotation;
- d) Except with the prior written consent of the MMC and the Purchaser(s), Proponents shall not make any public announcement or distribute any literature regarding: (i) this RFQ, (ii) any discussions relating to this RFQ, (iii) any award or other results relating to this RFQ, or (iv) otherwise promote itself in connection with this RFQ. Further, no public announcement or the distribution of any literature is to be made by the selected Proponent in respect of any contract negotiations or the execution of an agreement unless otherwise agreed to by the MMC or the Purchaser(s) in writing;
- e) The entire content of the Proponent's Quotation is to be self-contained and the content of web sites or other external documents referred to in the Quotation will not be considered to form part of its Quotation. The MMC or the Purchaser(s) is under no obligation to seek out information not contained in the Quotation;
- f) The Quotation and any accompanying documentation provided by a Proponent in connection with this RFQ will become the property of the Purchaser(s) and will not be returned unless the Quotation is received after the Closing Time, as noted above;
- g) The issuance of this RFQ to any prospective Proponent shall not cause any express or implied commitment or undertaking on the part of the MMC or the Purchaser(s) to acquire any products or services; and

- h) The Quotation must be priced to include all anticipated expenses related to the Deliverables. Expense quotes must be itemized and must be consistent with the Purchaser'(s)' current expense claim policy/policies as well as relevant Broader Public Sector directives. The Purchaser(s) will not agree to reimburse additional expenses, unless such additional expenses are approved by the Purchaser(s) in advance.

2.3 Submission Procedures

Proponents shall allow sufficient time to ensure that their Quotation is received before the Closing Time.

2.4 Withdrawal of Quotation

Proponents can withdraw a Quotation before the closing time in Bonfire. Submissions are only accessible to Bid Administrator after closing. A Proponent may withdraw its Quotation after the closing only by giving written notice received by the Bid Administrator.

2.5 Amendment of Quotation

A Proponent may amend its Quotation in the Bonfire Portal after submission but only if the Quotation is amended and resubmitted before the Closing Time.

ARTICLE 3 - RFQ PROCEDURES

3.1 Bid Administrator

All questions and communications of any kind regarding this RFQ must be directed to the Bid Administrator, unless otherwise requested by the Bid Administrator. The preferred method of communication with the Bid Administrator is through the Bonfire Procurement Portal for this RFQ. The following provisions shall apply to any communications with the Bid Administrator, or the delivery of documents to the Bid Administrator:

Name: ***Lauren Hutten***

Title: ***Redevelopment Specialist***

- a) Only the Bid Administrator is authorized to amend or waive the requirements of the RFT pursuant to the terms of this RFT;
- b) Bidders must not contact the Customer, its employees, or its agents in regards to this RFT, unless authorized by the Bid Administrator;

3.2 Notice of RFQ

The Proponent is put on notice that from the date of issue of the RFQ through Agreement execution:

- a) Only the Bid Administrator is authorized to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ;
- b) Proponents must not contact the Purchaser(s), its employees, or its agents in regards to this RFQ, unless authorized by the Bid Administrator;
- c) Under no circumstances may the Proponent rely upon any information or instructions from the Purchaser(s), its employees, or its agents unless the information or instructions are provided in writing by the Bid Administrator; and
- d) Neither the Purchaser(s), its employees nor its agents may be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Bid Administrator.

3.3 Proponents to Review RFQ

Proponents shall promptly examine all of the documents comprising this RFQ and:

- a) Shall report any errors, omissions or ambiguities; and
- b) May direct questions or seek additional information in writing via Bonfire Procurement Portal or by e-mail on or before the Deadline for Questions as set out in ARTICLE 6 - SELECTION MILESTONES. All questions submitted by Proponents by e-mail to the Bid Administrator shall be deemed to be received once the e-mail has entered into the Bid Administrator's e-mail inbox. No such communications are to be directed to anyone other than the Bid Administrator. MMC is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from MMC on any matter it considers to be unclear. MMC shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFQ or its process.

3.4 Pre Bid Meeting / Site Walk Through

A mandatory site visit for all invited General Contractors is scheduled. This tour will begin promptly at the time indicated as per ARTICLE - MILESTONE TIMELINE. Each vendor may send a maximum of 2 representatives. Sub-contractor attendance is optional.

Bidders must visit the site and familiarize themselves with conditions affecting the Work before submitting a bid. Bidders' only opportunity to visit the Place of the Work will be in conjunction with the specified pre-bid meeting and site visit.

Any questions that arise during the site walk-through must be submitted via Bonfire for review and response in writing. Written responses will be posted on Bonfire. Only the written responses will be considered official.

3.5 Clarification and Questions

Bidders are to report any errors, omissions or ambiguities or submit questions, seek additional information or request clarifications of this RFQ through the Bonfire Portal prior to the Deadline for Questions as per ARTICLE 5 – MILESTONE TIMELINE.

3.6 Questions and Answers

MMC will provide all Proponents with written responses to questions that are submitted in accordance with Section 3.5 Clarification and Questions, subject to the provisions of this Section. All Addenda shall form part of this RFQ. Questions and answers will be distributed in numbered Addenda in the same form as the RFQ. In answering the Proponent's questions, MMC shall include in the Addenda all questions but not attribute the questions to any Proponent.

Notwithstanding the foregoing, MMC may, in its sole discretion, answer similar questions from various Proponents only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible or reference the proponent by name.

3.7 Issued Addenda

Each Proponent shall be responsible for verifying before submitting its Quotation that it has received all Addenda that have been issued.

3.8 Rights

MMC and the Purchaser(s) shall have the right without liability, cost or penalty and in consultation with the Purchaser(s) to exercise any of the rights set out in Section 3.9 Amendments to the RFQ to Section 3.14 Consultants.

3.9 Amendments to the RFQ

MMC and the Purchaser(s) shall have the right to amend or supplement this RFQ in writing prior to the Closing Time. Proponents shall be informed of any such change and provided with numbered Addenda issued by the Bid Administrator. No other statement, whether written or oral, will amend this RFQ. The Proponent is responsible to ensure it has received all Addenda, if any. The Addenda shall be binding on each Proponent.

3.10 Right to Cancel the RFQ

MMC shall have the right to cancel this RFQ at any time, either prior to or after the Closing Time without award. Thereafter MMC and the Purchaser(s) may decide to conduct a new procurement process or take other actions at its discretion. MMC and the Purchaser(s) shall not be obligated to provide reasons for the cancellation.

3.11 Clarification of Proponent's Quotation

MMC shall have the right at any time after Quotation submission, to seek clarification from any Proponent in respect of the Proponent's Quotation, without contacting other Proponents. MMC is not obliged to seek clarification of any aspect of a Quotation.

3.12 Verification of Information

MMC shall have the right to:

- a) Verify any Proponent statement or claim by whatever means MMC deems appropriate, including contacting persons in addition to those offered as references; and
- b) Access the Proponent's premises where any part of the work is to be carried out to confirm Quotation information quality of processes and to obtain assurance of viability.

The Proponent shall co-operate in the verification of information and is deemed to consent to MMC verifying such information.

3.13 Right to Waive Irregularities

MMC shall have the right to waive any irregularities in Quotations or in the submission of Quotations, provided that such irregularities are minor and do not constitute a material deviation as set out in ARTICLE 4 – EVALUATION PROCESS.

3.14 Consultants

MMC reserves the right to disclose to its consultants the RFQ and any Quotation in order to secure expert opinion.

3.15 No Liability

The Proponent agrees that:

- a) Any action or proceeding relating to this RFQ process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFQ process on any jurisdictional basis.
- c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFQ.

The Proponent further agrees that if MMC or a Purchaser commits a material breach of this RFQ, their collective liability to the Proponent, and the aggregate amount of damages recoverable against MMC and the Purchasers for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of MMC or a Purchaser, shall be no greater than the Quotation preparation costs that the Proponent seeking damages can demonstrate.

ARTICLE 4 - EVALUATION PROCESS

4.1 General

The objective of this RFQ is to identify the Bidder with the lowest compliant Stipulated Sum from a list of prequalified Bidders by an evaluation of each prequalified Bidder's Pricing Submission. MMC and the Customer(s)'s consideration and selection process will be based on which Bidder or Other Person has provided a Tender which MMC and the Customer(s) determines in its sole and absolute discretion to be the most beneficial to, and in the best interests of, the Customer(s) and provides best overall value.

The Bid Administrator will open the Tenders in the MMC Bonfire Portal within seven (7) days after the Closing Time with such persons, corporation or other entity as MMC or the Customer(s) may determine in their sole and absolute discretion. MMC or the Customer(s) may, in their sole and absolute discretion, appoint an evaluation committee of business, technical, operations, financial, legal and other members ("Evaluation Committee") to evaluate the Tenders. The Evaluation Committee may be comprised of employees of MMC, Customer(s) and others engaged by MMC or the Customer(s).

The objective of the evaluation process is to identify the Proponent that has the highest ranking score based on the scoring matrix identified in this RFQ.

The steps in the RFQ process are as follows:

- Step 1 - Review of Mandatory Requirements & Technical Requirements as applicable.
 - Provided that the Quotation is submitted prior to the Closing Time, MMC shall review the Proponent's Quotation for compliance in accordance with all Mandatory & Technical Requirements contained in this RFQ.
 - Quotations that fail to comply with all Mandatory Requirements in this RFQ will be eliminated from the process.
- Step 2 - Evaluation of Rated Requirements;
 - Proponents will be evaluated based on the requirements listed in ARTICLE 4.4 - RATED REQUIREMENTS and criteria outlined in Section 8.3 Rated Criteria.

- Step 3 - Further Evaluations of Short Listed Proponents i.e. presentations, site visits or other as set out in the RFQ; and
- Step 4 - Identification of Successful Proponent(s).

At any time during the RFQ evaluation process, MMC and/or the Purchaser(s) (as the case may be) may exercise any of the applicable rights set out in this RFQ.

4.2 Mandatory Requirements

This Section and other mandatory requirements in this document contain the project or work requirements that must be complied with in order for the Quotation to receive consideration. If, in the determination of the Purchaser, the Quotation does not comply with the mandatory requirements, the Purchaser shall, without liability cost or penalty, eliminate the Quotation from the RFQ process. For the purposes of this RFQ, the terms comply and compliance means that the Quotation conforms to mandatory requirements without material deviation. A material deviation is one:

- that results in the material component of mandatory requirement not being complied with; or
 - that affects in any substantial way the scope, quality or performance of what is being requested pursuant to this RFQ.
- a) To be eligible to submit a Bid in response to this RFQ, a Bidder must be prequalified on RFSQ No. 166985
 - b) The Bid shall indicate whether the Proponent intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Proponent shall remain responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Purchaser(s).
 - c) Each Proponent must submit its Quotation in accordance with the requirements of Section 2.1 of this RFQ;
 - d) Each Proponent must fill, sign (as applicable) and submit all required Schedules;
 - e) Performance Bond
 - i. Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.
 - ii. Bond shall be in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC 221.
 - iii. Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.

- iv. Bond shall name Trillium Health Partners as the obligee and shall be signed, sealed, and dated by both Contractor and Surety Company.
 - v. Submit bond to Owner within fifteen (15) days after contract award.
- f) Labour and Material Bond
- i. Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.
 - ii. Bond shall be in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) Standard Form of Labour and Material Payment Bond, CCDC 222.
 - iii. Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.
 - iv. Bond shall name Trillium Health Partners as the obligee and shall be signed, sealed, and dated by both Contractor and Surety Company.
 - v. Submit bond to Owner within fifteen (15) days after contract award

4.3 Technical Requirements

- a) Each Bidder should provide a detailed staff organizational chart identifying key individuals and their reporting relationship to one another. Note: THP expects one Team Leader to be responsible for the coordination and integration of the delivery of all the Work required by this RFQ.
- b) Each Bidder should include resumes of the key individuals identified on the staff organizational chart. Note: Qualifications and Experience of proposed key individuals must meet/exceed the qualifications and experience of individuals evaluated in the first stage RFSQ submission as per the terms and conditions of the RFSQ.
- c) The Bidder shall provide a narrative confirming availability of relevant team members with respect to booked and/or potential projects specifically relevant Team Members potentially providing other work to other organizations.
- d) Bidders to provide a proposed Schedule / Work Plan organized by Phase to meet the Deliverables.

4.4 Rated Requirements

The following outlines the proposed rated criteria requirements for Proponents. Additional details can be found in Schedule A.

Proponents are to provide a completed copy of “Schedule B - Proponent Confirmation and Pricing Submission Form” within their submission.

Pricing Quotations be scored on a relative pricing formula as follows:

$$\frac{\text{Lowest Estimated Maximum Contract Value}}{\text{Proponent's Estimated Maximum Contract Value}} \times \text{RFQ Weighting for Pricing} = \text{Proponent's Pricing Quotation Score}$$

Evaluation Criteria	
Rated Criteria	Weight (%)
Mandatory Requirements	Pass/ Fail
Technical Requirements	Pass/ Fail
Base Bid Pricing (Schedule B - Bid Form)	100
Total	100

4.5 In the Event of a Tie Score

In the event of a tie score, the successful Proponent will be determined by comparing scores of the highest weighted rated criteria section in the Scoring Criteria, which is the bid price. The Proponent with the highest score in this rated criteria section will be considered the successful Proponent. If there is still a tie, the section with the next highest weighted rated criteria section will be considered and so forth until a clear winner is determined.

ARTICLE 5 – MILESTONE TIMELINE

Event	Date
RFQ issued to MMC Bonfire Portal:	June 4, 2024
Mandatory Site Visit: <i>Meeting Location:</i> <i>Credit Valley Hospital Main Entrance Atrium</i> <i>Past revolving doors & across from Guru Nanak Pharmacy as per Appendix A – Site Map</i>	June 12, 2024 @ 1:30 pm
Deadline to submit Questions	June 19, 2024 @ 2:00 pm EST
Deadline for Issuing Addenda	June 26, 2024 @ 2:00 pm EST
Submission of Quotations/ Closing Time	July 4, 2024 @ 2:00:00 pm EST
Anticipated Contract Award Date	July 2024
Anticipated Start:	Immediately after award

The above dates, activities and times are subject to change at the sole discretion of MMC and the Customer(s). In the event a change is made, the Proponents will be informed by an addendum to the RFQ.

ARTICLE 6 - DISQUALIFICATION OF QUOTATIONS

MMC, without liability, cost or penalty to itself or the Purchaser(s), in its sole discretion, may disqualify any Quotation at any stage of the RFQ process if:

- a) The Quotation contains incorrect information;
- b) The Quotation contains misrepresentations or any other inaccurate or misleading information;
- c) There is any evidence that the Proponent, its employees, or agents colluded with one or more other Proponents or any of its or their respective employees or agents in the preparation of the Quotation;
- d) The Proponent's lack of co-operation impedes the RFQ process or the evaluation of the Quotation;
- e) The Proponent has previously breached a contract with the Purchaser(s);
- f) The Proponent submits a Quotation that is determined to be in any way non-compliant with the mandatory requirements of this RFQ;
- g) In the case of a Quotation jointly submitted by multiple parties, one party decides to opt out of the RFQ process, cannot continue to be a Proponent, or cannot fulfill the obligations set out in this RFQ;
- h) There is an actual or perceived conflict of interest by the Proponent or a Proponent does not disclose a conflict of interest;
- i) The Proponent submits a Quotation with respect to the subject matter of this RFQ to anyone other than the Bid Administrator; or
- j) To reject any or all Quotations in its absolute discretion, or to accept or reject a Quotation if only one Quotation is submitted.
- k) To reject any or all Quotations in its absolute discretion, including where a Proponent has launched legal proceedings against the MMC and/or the Purchaser(s), or is otherwise engaged in a dispute with MMC Organization and/or the Purchaser(s).

ARTICLE 7 - AGREEMENT AND AWARD

7.2 Form of the Contract

The form of Contract, including the Agreement, Definitions, and General Conditions is CCDC 2 – 2020, Stipulated Price Contract, subject to the modifications specified in Section 00 73 00 – Supplementary Conditions.

7.3 Negotiations with Proponents

After selection of the successful Proponent, if any, the Purchaser(s) may finalize the terms and conditions of the Agreement with the Proponent and, prior to releasing the Award Notification, the Purchaser(s) shall have the option of entering into a Letter of Intent on terms satisfactory to the Purchaser(s) as an interim measure.

It is expected that MMC, the Purchaser(s) and the successful Proponent, if any, will negotiate and execute a comprehensive form of agreement that will become the Agreement, setting out substantially all of the terms and conditions that will apply to the provision of the Deliverables under this RFQ. This negotiation process may include the successful Proponent submitting a best and final offer that will be at least as favorable as that contained in its Quotation.

7.4 Award

The Purchaser(s) reserves the right to award all or any part of the work set out in this RFQ to one Proponent or a combination of Proponents or to accept all or part of a Quotation that receives the highest ranking as per the Scoring Criteria.

The Purchaser(s) reserves the right to reject any or all Quotations. The Purchaser(s) shall not be obligated to provide reasons for the rejection of any Quotation. In addition, the Purchaser(s) is not obligated to award an Agreement to any Proponent, even if one or any of the Proponents are evaluated as qualified. Without limiting the generality of the above, the Purchaser(s) will not be obligated to award an Agreement if:

- a) It is not in the public interest to award an Agreement;
- b) In the sole discretion of the Purchaser(s), it decides to not award the Agreement;
- c) Only one Proponent bids;
- d) The Quotation prices exceed bid prices received by MMC for previous work of a similar nature;
- e) The Quotation prices exceed the costs the Purchaser(s) would incur by doing the work, or most of the work, with its own resources;

- f) The Quotation prices exceed the funds available for the work;
- g) The Quotation has been disqualified pursuant to ARTICLE 6 - DISQUALIFICATION OF QUOTATIONS of this RFQ;
- h) The successful Proponent fails to enter into an Agreement in accordance with ARTICLE 7 - AGREEMENT AND AWARD;
- i) The Proponent fails to obtain any of the permits, licenses, consults or authorizations required pursuant to this RFQ;
- j) The Proponent is bankrupt or insolvent;
- k) The Proponent has made false declarations;
- l) The Proponent has significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with the Purchaser(s);
- m) The Proponent has a final judgment in respect of serious crimes or offences;
- n) The Proponent has conducted professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
- o) The Proponent has failed to pay taxes.

7.5 Notification to Other Proponents of Award and Debriefing

Once an agreement is executed by the successful Proponent and the Purchaser(s), an Award Notification will be posted in the manner that the RFQ was posted. A debriefing must be requested in writing within sixty (60) calendar days of the posting of the Award Notification.

Notwithstanding any other provision in this Request for Quotation regarding confidentiality, the Canadian Free Trade Agreement implemented (CFTA) requires the total value of the Agreement be published in an award notice no later than seventy-two (72) days after the award of the Agreement. By submitting a response to the Request for Quotation the Proponent agrees to the publishing of the total value of the Agreement should it win the award.

7.6 Agreement not Reached

In the event that the successful Proponent fails or refuses to enter into or execute the Agreement within thirty (30) calendar days of notification to the Proponent, the Purchaser(s) reserves the right to:

- a) Extend the period for signing the Agreement;

- b) Exclude that Proponent's Quotation from further consideration and negotiate a final Agreement with the next highest ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and
- c) Exercise any other applicable right set out in this RFQ, including but not limited to cancelling this RFQ or issuing a new RFQ for the same or similar work.

7.7 Term

The proposed term of the Agreement will be until the completion of the work.

ARTICLE 8 - ADDITIONAL TERMS AND CONDITIONS FOR THE RFQ

8.2 Acceptance of RFQ

By submitting a Quotation in response to this RFQ, the Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFQ.

8.3 Confidential Information

All correspondences, documentation and information of any kind provided to any Proponent in connection with or arising out of this RFQ or the acceptance of any Quotation:

- a) Remains the property of the Purchaser(s);
- b) Must be treated as strictly confidential and as such, shall neither be disclosed to a third party under any circumstances, except in support of its Quotation and subject to such third party being bound to the same duty of confidentiality, nor used for other commercial purposes;
- c) Must not be used for any purpose other than for replying to this RFQ and for fulfillment or any related subsequent agreement; and
- d) Must be returned upon request.

All Proponents electing not to submit a Quotation are to dispose of any and all confidential information made available as part of the procurement process by or on behalf of the Purchaser(s) in a responsible manner.

Proponents are to ensure the secure handling and preservation of the Purchaser(s) business information and intellectual property, belonging to the Purchaser(s), furnished in connection with this RFQ.

8.4 Proponent's Submission

All correspondence, documentation and information provided in response to or because of this RFQ may be reproduced for the purposes of evaluating the Proponent's submission to this RFQ.

If a portion of a Proponent's Quotation is to be held confidential, such provisions must be clearly identified in the Quotation.

8.5 Personal Information and Personal Health Information

If the scope of work requires the collection, copying and disposal of personal information and personal health information furnished in connection with this RFQ, Proponents are to ensure privacy, security and confidentiality of that information in all interactions with the Purchaser(s) by all Proponent personnel and associated agents and subcontractors.

Such information is to be used for no other purpose unless prior written consent has been provided by the Purchaser(s) and in accordance with all applicable laws including, without limitation, the *Protection of Personal Information and Electronic Documents Act* ("PPIEDA") of Canada, the *Personal Health Information Protection Act* ("PHIPA") of Ontario and their applicable regulations.

8.6 Consent

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to MMC. MMC will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser(s) of the requested information for the purposes described.

8.7 Freedom of Information and Protection of Privacy Act

Without prejudice to the Parties' respective rights and obligations under ARTICLE 8 - ADDITIONAL TERMS AND CONDITIONS FOR THE RFQ, the Proponent acknowledges that the Purchaser(s) is bound by the *Freedom of Information and Protection of Privacy Act* ("FIPPA"), as amended from time to time, and that this RFQ, any resulting Agreement and any information provided to the Purchaser(s) in connection with its performance or otherwise in connection with this RFQ or any resulting Agreement may be subject to disclosure in accordance with FIPPA. Non-Disclosure Agreement

MMC and/or the Purchaser(s) reserve the right to require any Proponent to enter into a non-disclosure agreement satisfactory to MMC and the Purchaser(s).

8.8 Costs

This RFQ does not obligate the Purchaser(s) to pay for any costs, of any kind whatsoever that may be incurred by a Proponent or any third parties, in connection with the Quotation.

8.9 Conflict of Interest

The Proponent should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Quotation. The Proponent is instructed to see ARTICLE 7 - DISQUALIFICATION OF QUOTATIONS in that regard.

8.10 Governing Law

The RFQ, the Proponent's Quotation and the resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein and the parties' attorney to the exclusive jurisdiction of the Courts of Ontario for any dispute.

8.11 No Liability

Neither the Purchaser(s) nor MMC shall be liable to any Proponent, person or entity for any losses, expenses, costs, claims or damages of any kind

- a) Arising out of or by reason of or attributable to the Proponent responding to this RFQ;
- b) As a result of the use of any information, error or omission contained in this RFQ, provided during the RFQ process or during the term of the Agreement; or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFQ.

8.12 Priority of Documents

If there are any inconsistencies between the terms, conditions and provisions of the main part of the RFQ and the Schedules, the RFQ shall prevail over the Schedules during the RFQ process.

8.13 General Reservation of Rights by MMC and the Purchaser(s)

MMC and the Purchaser(s) reserve the right to:

- a) Make public the names of any or all Proponents;
- b) Adjust a Proponent's scoring or reject a Proponent's Quotation on the basis of:
 - A financial analysis determining the actual cost of the Quotation when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established);

- Information provided by references;
 - The Proponent's past performance on previous contracts awarded by MMC and the Purchaser(s);
 - The information provided by a Proponent pursuant to MMC and the Purchaser(s) exercising its clarification rights under this RFQ process; or
 - Other relevant information that arises during this RFQ process;
- c) Verify with any Proponent or with a third party any information set out in a Quotation;
- d) Select any Proponent other than the Proponent whose Quotation reflects the lowest cost to MMC and the Purchaser(s) or the highest overall score;
- e) Accept any Quotation in whole or in part;
- f) Discuss with any Proponent different or additional terms to those contemplated in this RFQ or in any Proponent's Quotation;
- g) If a single Quotation is received, reject the Quotation of the sole Proponent and cancel this RFQ process or enter into direct negotiations with the sole Proponent;
- h) Negotiate in respect of any term or condition proposed by Proponent in its Quotation, whether a business or legal term or condition or otherwise; and
- i) To check references other than those provided by any Proponent.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances, and MMC and the Purchaser(s) and its respective representatives or funders shall not be liable for any expenses, costs, losses or any direct or indirect or punitive or other damages incurred or suffered by any Proponent or any third party resulting from MMC and the Purchaser(s) exercising any of its express or implied rights under this RFQ or otherwise, whether in contract, tort (including gross negligence), or under any equitable or other principle available at law or otherwise.

By submitting its Quotation, the Proponent authorizes the collection by MMC and the Purchaser(s) and its representatives of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

8.14 MMC and the Purchaser(s)'s Information Only an Estimate

MMC and the Purchaser(s) and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Quotation in response to this RFQ.

8.15 Bid Protest Procedure

Notwithstanding Section 8.10 Governing Law and subject to having attended a debriefing in accordance to section 7.5, any dispute, complaint, or protest (a "Bid Protest") in respect of this RFQ by a Proponent, including, without limitation, the awarding of any Agreement to another Proponent or otherwise, shall be addressed by the Proponent solely through a notice to the Bid Administrator, in writing within ten (10) days from such debriefing, referring to this section of the RFQ.

The Bid Protest(s) shall be recorded and acknowledged by the Bid Administrator on behalf of MMC and the Purchaser(s) in a prompt manner. Bid Protests in writing that are not timely received may not be considered by MMC, and the Proponent will be notified in writing.

Bid Protests in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Proponent's arguments and supporting documentation; and
- f) the Proponent's requested remedy.

A Response to the Bid Protest will be developed by MMC and the Purchaser(s) and may involve personnel from the Issuer and/or the Purchaser(s) at an appropriate level as are reasonably required to provide a response to the Bid Protest.

MMC and the Purchaser(s) may wish to seek clarifications before providing a Response, and reserves the right to delay providing a Response until the Agreement has been entered into by the MMC and the Purchaser(s) and the successful Proponent.

A Proponent is also entitled to submit a complaint to the Director of Supply Chain Ontario in accordance with the process established by the Ministry of Government and Consumer Services. See: <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bid-dispute>.

8.16 Electronic Signature

MMC and the Purchaser reserve the right to conduct business transactions with electronic documents and using electronic signatures instead of paper-based documents and wet ink signatures. Each decision to execute a document using an electronic signature shall have no effect on the legal validity of any prior or subsequently completed transactions using either electronic or paper-based documents or electronic or wet ink signatures.

8.17 Entire RFQ

This RFQ, any Addenda to it, and the Schedules and Appendices listed below constitute the entire RFQ.

Schedule A – Description of Products and Services

Schedule B - Proponent Confirmation & Pricing Quotation

Schedule C – THP Supplementary Conditions

CVH-Mental Health PICU Reno_2024-05-31_ Arch Spec_IFT_Vol_1

CVH-Mental Health PICU Reno_2024-05-31_ M&E Spec_IFT_Vol_2

CVH-Mental Health PICU Reno_2024-05-31_Arch_dwg_IFT

CVH-Mental Health PICU Reno_2024-05-31_Mec_dwg_IFT

CVH-Mental Health PICU Reno_2024-05-31_Elec_dwg_IFT

Appendix A – Site Map

END OF SECTION

Schedule A – Description of Products and Services

Scope of Work:

The PICU unit will undergo an expansion and reconfiguration to accommodate a number of critical improvements. The multi-phase enhancements will expand the footprint of the four existing patient bedrooms (currently constructed with concrete block walls and concrete platform beds) to accommodate clearance for moveable restraint beds. Notably, one of the bedrooms and the new accessible 3-piece washroom/shower room will be sized and equipped to accommodate bariatric patients. A new 2-pc washroom will also be incorporated. A sull-sash with integral blinds will be added to bedroom windows to allow views to the courtyard. Sight lines to the PICU bedrooms will be improved with the addition of a new designated charting station. A secure secondary exit to the unit will be added for staff safety.

The Medication Room will be relocated to create space for a larger Nursing Station. The conference room will be relocated adjacent to the entrance of the unit. The Dining Room kitchenette will be replaced with new millwork and will include a relocated ice machine and a new hand hygiene sink.

Phased access will be required to the ceilings at unit 1D rehab directly below the 2D space to complete service tie-ins

Temporary Measures:

A temporary Nursing Station will be designated at the existing Music Room/Family Lounge 2224 during phases 3 & 4 and will be reinstated in Phase 5 to its existing use. New doors and new glazing will be added that will remain at project completion.

Phasing Overview:

PHASE	SCOPE OVERVIEW
Phase 1	1A: Renovate Staff Room 2362 to create 2 new washrooms. 1A: Plumbing tie-ins at 1D 1A: Add access door to conference room 2374 1B: Reconfigure staff entry door
Phase 2	2A: Renovate Spruce Bedroom #4, Office 2370, 2371, 2372 & 2373 2B: Add Sally Port
Phase 3	Renovate Conference Room 2374 to add new Charting and Med Rooms Plumbing tie-ins at 1D Convery Music/Family Lounge 2224 to Temporary Nursing Station
Phase 4	Renovate Spruce Bedroom's #1,2 & 3 Renovate Nursing Station
Phase 5	Return Temporary Nursing Station to Music/Family Lounge

Hours of Work: 07:00 – 19:00

IPAC Measures and Hoarding: Project Manual Volume 1

Contractor Orientation Handbook: Project Manual Volume 1

Security Contractor As applicable

Keith Porter, Security & Fire Account Executive
Johnson Controls (JCI)
Main: (905) 731-2813
Cell: (647) 637-8010
Fax: (905) 747-3736
Email: keith.porter@jci.com

Low Voltage Wiring Vendor: As applicable

Connect Canada
Scott Cotton
413.200.8403
scotton@connectcanadaltltd.ca
www.connectcanadaltltd.ca

Fire Alarm:

Ryan Brockway
Siemens Canada Ltd
SI RSS-AM Z8 TOR
Smart Infrastructure
1577 North Service Road East
Oakville ON L6H 0H6, Canada
Mobile: 416-388-7672
www.siemens.com/ingenuityforlife

Nurse Call

AATEL
Laura Graham, RN, Senior Account Manager, Healthcare
413 Victoria Avenue North, Hamilton, ON L8L 8G4
Phone: (905) 526 2378 Toll Free: 800-695-2883 Ext. 2378
Service: 1 (905) 523-5451 Option 2 or Email service@aatel.com

Schedule B – Proponent Confirmation & Pricing Quotation

BID FOR: RFQ 207066 – 2D Mental Health PICU Renovation
2200 Eglinton Avenue, West
Mississauga, ON L5M 2N1

**FILL OUT FOLLOWING SECTIONS CAREFULLY AND IN ENTIRETY. FAILURE TO
DO SO MAY RESULT IN BID BEING RULED INFORMAL.**

SUBMITTED BY: (Name):

(Address):

Having examined the Instructions to Bidders, General Conditions, Supplementary Conditions (if any), Drawings, Schedules, Specifications and Addenda, as well as the existing premises and conditions (if applicable) affecting the Work, I/we offer to provide all labour, material, plant and equipment required to complete this Work including Duties and levies in force at the time of Bidding, but excludes Harmonized Sales Tax, for the following total Stipulated Bid Price of:

.....DOLLARS

(\$.....) in Canadian funds,

which excludes an amount of applicable Harmonized Sales tax equal to:

.....DOLLARS

(\$.....) in Canadian funds.

If notified of the acceptance of this offer within 90 days of the time set for the closing of Bids, I/We will execute a Contract for same in the form of the Standard Construction Document CCDC2 - 2020 for a Stipulated Price Contract as amended by the General Conditions, Supplementary Conditions (if any) and Addenda. The following Addenda are included in this Bid: (Indicate all Addenda by number).

Addendum No:.....to.....

SCHEDULE

I/We the undersigned acknowledge and agree to complete all Work of this project to the requirements as defined in Document entitled Instructions to Bidders.

ALLOWANCES

Cash allowances as specified in Section 01 21 00 – Allowances, are included in the Stipulated Bid Price (applicable HST to be excluded from allowances, but included in total HST amount identified on page 1).

SUBCONTRACTORS

I/We the undersigned Bidder, have received bids from the Subcontractors or Suppliers named below for the items of work requested, and are prepared to accept these names for the performance of these items of work.

Item #	Item of Work	Name of Subcontractor or Supplier
1	Mechanical	
2	Electrical	
3		
4		

I/We, the undersigned, declare that:

The submission of a Bid will be interpreted to mean that the Bidder:

- a) Is fully aware and informed as to the extent and character of the service, supply and materials required;
- b) Is qualified to perform the Work in accordance with the Bid Documents and the bid price covers all obligations and things necessary for the performance of the Work;
- c) Agrees to attain Substantial Performance of the Work within _____ weeks after receiving notice of contract award.
- d) Is fully aware if the Bidder is a non-resident under the Income Tax Act (Canada) and amounts payable to the Bidder under this Agreement are subject to withholding taxes under applicable Laws, the Purchaser shall withhold and remit such amounts to the applicable taxing authority in accordance with applicable Laws;
- e) This Bid is open to acceptance by the Owner for a period of [90] [ninety] calendar days from the Bid Closing Time.
- f) Has the legal and financial capacities, and commercial and technical abilities to undertake this Request for Quotations;
- g) Is not bankrupt or insolvent;

00 41 00 – Bid Form – Stipulated Price
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

- h) Have not made any false declarations as it relates to the Request for Quotations;
- i) Did not have any significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with the Purchaser(s);
- j) Has not failed to pay taxes;
- k) Can adequately staff the project;
- l) Accepts all the terms and conditions of this Request for Quotations;
- m) All Bid Form Supplements called for by the Bid Documents form an integral part of this bid, and
- n) Acknowledges that they have read, understood and agreed to the Terms and Conditions as listed; and
- o) Confirms that there is not nor was there any actual or perceived unfair advantage or conflict of interest in submitting the Bid or performing or observing the contractual obligations of the Bidder in the Agreement.

Bidder Firm Name:	
Representative Name(s):	
Business Title:	
Contact Phone:	
Contact E-mail Address:	

Signature

I/we have the authority to bind the Bidder

Date

Signature

I/we have the authority to bind the Bidder

Date

Schedule C – THP Supplementary Conditions

GENERAL REFERENCE

The Standard Construction Document, CCDC 2-2020, Stipulated Price Contract, consisting of the Agreement between Owner and Contractor, Definitions and the General Conditions of the Stipulated Price Contract, and these Supplementary Conditions, are part of the Contract Documents.

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The following Supplementary Conditions shall be read in conjunction with the Canadian Standard Construction Document, CCDC 2-2020. These Supplementary Conditions and Amendments shall modify, delete and/or add to the Agreement between the Owner and the Contractor, Definitions and General Conditions of the Stipulated Price Contract CCDC 2-2020.

Section and paragraph references below are to the corresponding sections and paragraphs of the Agreement between Owner and Contractor, Definitions and General Conditions of the Stipulated Price Contract all forming part of Standard Construction Document, CCDC 2-2020, Stipulated Price Contract. The Stipulated Price Contract, CCDC 2-2020, is amended as follows:

ARTICLE 1

GENERAL

- 1.1 *These Supplementary Conditions and Amendments shall modify, delete and/or add to the Agreement between the Owner and the Contractor, Definitions and General Conditions of the Stipulated Price Contract CCDC 2-2020.*
- 1.2 *Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is supplemented by one of the following, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.*
- 1.3 *Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is amended, deleted, voided, or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, voided, deleted or superseded, shall remain in effect, and the numbering of the deleted item will be retained, unused.*

ARTICLE 2

AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.1 ARTICLE A-1 THE WORK

- 2.1.1 Delete paragraph 1.3 and replace with the following:

“1.3 commence the Work by [insert date] and, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover by the Scheduled Ready-to-Takeover Date, and attain Total Completion of the Work by the Scheduled Total Completion Date.”

2.2 ARTICLE A-5 PAYMENT

- 2.2.1 Amend paragraph 5.1 by deleting “in accordance with legislation and statutory regulations respecting holdback percentages” and replacing with “a statutory holdback of ten percent (10%) as per the Payment Legislation”.

2.2.2 Delete paragraph 5.1.2 and replace with the following:

“5.1.2 upon Substantial Performance of the Work, as certified by the Consultant, sixty one days after the publication of the certificate of substantial performance and there being no claims for lien registered against the Project, and the conditions of GC 5.4.5 have been satisfied, and subject to GC 5.5, pay to the Contractor the unpaid balance of the holdback amount when due together with such Value Added Taxes as may be applicable to such, and”

2.2.3 Delete paragraph 5.2.1(1) and replace with the following: “the Royal Bank of Canada Prime Lending Rate at time of occurrence plus two percent (2%)”.

2.2.4 Delete paragraph 5.3.1(2).

2.3 ARTICLE A-7 LANGUAGE OF CONTRACT

2.3.1 Delete paragraph 7.1 in its entirety and replace with “Intentionally deleted”.

2.4 ARTICLE A-8 SUCCESSION

2.4.1 Amend paragraph 8.1 by inserting the word “permitted” before “assigns”.

2.5 ARTICLE A-9 GENERAL

2.5.1 Insert new Article A-9 GENERAL as follows:

“9.1 *It is agreed that one of the reasons why the Contractor was selected for the Work is the Contractor’s representation and warranty that it will attain Ready-for-Takeover and the Total Completion of the Work by the dates set out in Article A-1, paragraph 1.3 and the Contractor acknowledges that it has been advised by the Owner that it is critical to the Owner that Ready-for-Takeover be achieved by the prescribed date and that time is of the essence of this Contract.*

9.2 *Time is of essence of the Contract.*

9.3 *Contractor is an independent contractor in performing its obligations under the Contract. The Contract does not create any agency, partnership, joint venture, fiduciary or other relationship of the Contractor with the Owner other than the relationship of independent contractor. Nothing contained in the Contract shall create any employment or contractual relationship between Owner (or anyone acting on its behalf) and any Contractor personnel.*

9.4 *No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, Owner, or the Consultant, or anyone on their behalf, shall relieve Contractor from performing or fulfilling any of its obligations under the Contract. Without limitation, whenever any drawings, plans, procedures, programs or other work product of Contractor requires any review, inspection, comment or approval by any governmental authority, Owner, or the Consultant, or anyone on their behalf, any such review, inspection, comment or approval shall not, in any way, reduce or modify any of Contractor’s obligations under the Contract.*

- 9.5 *If any part of the Contract or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.*
- 9.6 *If any part of the Contract or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.*
- 9.7 *This Agreement, including the Contract Documents described herein and the attachments, documents and other agreements to be furnished or executed in connection herewith, supersede all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. No modification to the Contract shall be effective unless made in writing signed by both Owner and Contractor, unless otherwise provided for herein.*
- 9.8 *This Contract may be executed in any number of counterparts, and all such counterparts shall together constitute one instrument binding on the parties hereto, provided each party hereto has executed at least one counterpart, including any counterpart executed by a party hereto and transmitted to the other party hereto by facsimile transmission or by electronic mail with PDF attachment, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.”*

ARTICLE 3**DEFINITIONS**

3.1 *Delete the definition of Payment Legislation and replace with the following: “Payment Legislation means the Construction Act”.*

3.2 *Add the following new definitions:*

.1 Construction Act

Construction Act means the Ontario *Construction Act*, R.S.O. 1990, c. C. 30, as amended.

Commissioning

Commissioning means the process of putting the *Work* or any part thereof into operation and includes Start-Up, Verification and Performance Testing as described in the *Contract Documents*.

Completion of Commissioning

Completion of Commissioning means the point in time at which the *Owner* and the *Consultant* are satisfied that the *Contractor* has successfully completed *Commissioning*.

COVID-19

COVID-19 means the novel coronavirus infectious disease SARS-CoV-2 referenced by the World Health Organization and any related viruses, diseases, and/or strains, including any second or subsequent waves.

Deficiency List

Deficiency List means the deficiency list prepared by the *Consultant* and/or *Owner*, acting reasonably, listing itemized deficiencies in the *Work*.

Governmental Authorities

Governmental Authorities means any government, legislature, municipality, regulatory authority, agency, commission, department, board, or other law regulation or rule making entity (including, without limitation, a minister of the Crown).

Hazardous Substances

Hazardous Substances are any substances including, without limitation, any solid, liquid, gas, odour, heat, sound, vibration or radiation, mould, bacteria or any combination thereof which may impair the natural environment, injure or damage property, plant or animal life, or harm or impair the health of any person, and includes any substances recognized or characterized as hazardous or toxic under applicable law.

Make Good

Make Good, Made Good, or Making Good means to restore new or existing work that has been rejected by the *Consultant*, damaged, cut, or patched. In addition, *Make Good* or *Making Good* requires the use of materials identical to the original materials, with visible surfaces matching the appearance of the original surfaces in all details, and with no apparent junctions between restored and original surfaces. Where original materials are not available, the *Contractor* shall propose substitute materials for review by the *Consultant* prior to ordering such materials or commencing *Making Good*. *Making Good* may require replacement of affected work in whole or in part.

Outbreak Memorandum

Outbreak Memorandum means any written memorandum, declaration, direction, or instruction issued by the *Owner*, including, without limitation, the *Owner's* Infection Prevention and Control (IPAC) department, regarding any health and safety matter, infectious disease, epidemic, pandemic, and/or *COVID-19*.

OHSA

The term “*OHSA*” shall refer to the *Occupational Health and Safety Act* R.S.O. 1990 c.0-.1 as amended, and all regulations passed thereunder.

Submittals

Submittals are documents or other forms of information which the *Contractor* is required to submit to the *Owner* or the *Consultant* and include, without limitation, *Shop Drawings*, samples, models, record drawings, test reports, certificates, diagrams and manuals.

Scheduled Ready-for-Takeover Date

Scheduled Ready-for-Takeover Date means [insert date].

Scheduled Total Completion Date

Scheduled Total Completion Date means thirty (30) days following Ready-for-Takeover. The *Scheduled Total Completion Date* shall only be amended in writing by the *Owner*.

Total Completion of the Work

Total Completion of the Work means the point in time when the *Work* is totally performed in accordance with the *Contract Documents*, including the rectification of all items on the *Deficiency List* and certified as such by the *Consultant*.

WSIB

WSIB means the Ontario Workplace Safety and Insurance Board that is responsible for administering the *Workplace Safety and Insurance Act, 1997* (Ontario).

GENERAL CONDITIONS**GC 1.1 CONTRACT DOCUMENTS**

- .1 Amend paragraph 1.1.5.1 by moving “Supplementary Conditions” to the top of the order of priority.
- .2 Delete paragraph 1.1.10 in its entirety and substitute new paragraph 1.1.10 as follows:

“1.1.10 The design information furnished to the *Contractor* as part of the *Contract Documents*, including the *Drawings* and *Specifications*, are the property of the *Owner* and/or the *Consultant*, and are to be used by the *Contractor* only for the purposes of performing the *Work*. The *Contractor* shall not copy, alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without written authorization from the *Owner* and the *Consultant*.”
- .3 Add new paragraphs 1.1.12 to 1.1.15 as follows:
 - “1.1.12 Where used in the *Contract Documents*, (a) the word “including” or “includes” or any variation thereof means including, without limitation, and (b) the word “person” includes a natural person and any other entity.
 - 1.1.13 Industry reference standards, whether or not bound in the *Contract Documents*, shall apply to relevant sections of the *Work*, unless otherwise instructed by the *Consultant* and/or *Owner*.
 - 1.1.14 The *Drawings* are a diagrammatic view of the *Work* required but do not limit the extent of the *Work* required to totally complete the details of *Work* intended. It is the *Contractor’s* responsibility to apply their expertise to execute the *Work* by the *Contract Documents*. The *Contractor* shall coordinate all *Drawings* with the sizes and dimensions of services, fixtures, and equipment locations shown on the plans or as job conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the *Owner*, unless a *Change Order* has been issued or there has been a negligent error or omission by the *Consultant*.
 - 1.1.15 The *Contractor* shall keep one copy of the current *Contract Documents*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and *Consultant*.”

GC 1.4 ASSIGNMENT

- .1 Delete paragraph 1.4.1 in its entirety and insert the following:

“1.4.1 *Contractor* shall not assign the *Contract* or any of its rights or interest in the *Contract* without the prior written consent of *Owner*, acting reasonably. The

Owner may assign the Contract without the consent of the Contractor upon proving Notice in Writing to the Contractor.”

GC 1.5 PROJECT REQUIREMENTS

- .1 Add new paragraph 1.5.1 as follows:

1.5.1 The *Contractor* represents, covenants and warrants to the *Owner* that:

- .1 it has the necessary high degree of experience and expertise required to perform the *Work* and it will in the performance of the *Work* exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent *Contractor* providing similar services for hospital projects of a similar nature;
- .2 the personnel it assigns to the *Project* are experienced and it has a sufficient staff of qualified and competent personnel to replace its designated *Contract* personnel referred to in GC 3.6, subject to the *Owner's* approval, in the event of death, incapacity, termination or resignation;
- .3 there are no pending, threatened or anticipated claims or litigation involving the *Contractor* that would have a material adverse effect on the financial ability of the *Contractor* to perform the *Work*; and
- .4 it will achieve *Substantial Performance of the Work* and the *Total Completion Date* by the date set out in Article A-1, paragraph 1.3.

GC 2.2 ROLE OF THE CONSULTANT

- .1 Amend paragraph 2.2.3 by adding the following sentence to the end:

“The presence of such project representatives at the *Place of the Work* or the *Work* shall not relieve *Contractor* from any responsibility to perform the *Work* as required by the *Contract Documents*.”

- .2 Amend paragraph 2.2.5 by (a) adding the words “to *Contractor*” after the words “The *Consultant* will not be responsible” in the first sentence of the paragraph, (b) adding the word “schedules” after the word “techniques”, (c) adding the following to the end of the second sentence “or to adhere to the construction schedule”, and (d) adding the following to the end of the paragraph:

“The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other person performing any portion of the *Work*.”

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

- .3 Amend paragraph 2.2.6 by deleting “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the” and replacing with “The”.
- .4 Amend paragraph 2.2.7 by inserting “*Contractor* or *Owner* on its own behalf or on behalf of” after the word “by” in the second line.
- .5 Delete paragraph 2.2.12 and replace with the following:

“The *Contractor* shall be responsible for requesting any additional instructions or clarifications that may be required from the *Consultant* which are needed for the performance of the *Work*, and shall request such instructions or clarifications in time to avoid any delay or additional cost of the *Work*.”
- .6 Amend paragraph 2.2.13 by deleting the word “submittals” and replacing with “*Submittals*”.
- .7 Amend paragraph 2.2.18 by deleting the words “against whom the Contractor makes no reasonable objection”.
- .8 Insert a new paragraph, numbered 2.2.19, to read as follows: “Verbal instructions and amendments, regardless of their source will not be binding to the *Contract*.”

GC 2.3**REVIEW AND INSPECTION OF THE WORK**

- .1 Amend paragraph 2.3.2 by inserting in line 1 “, *Commissioning*” after “inspections,”. Insert in line 3 “and *Commissioning*” after “inspection”.
- .2 Amend paragraph 2.3.3 by inserting in line 1 “, *Commissioning*” after “certificates.”
- .3 Amend paragraph 2.3.4 by inserting in line 2 “*Commissioning*” after “inspections,”. Insert in line 3 “or *Commissioning*” after “tests”.
- .4 Amend paragraph 2.3.5 by inserting “Subject to paragraph 2.3.4” at the beginning of the third sentence.
- .5 Amend paragraphs 2.3.6 and 2.3.7 by inserting “or *Commissioning*” after “inspection” in all instances.
- .6 Add new paragraph 2.3.8 as follows:

“The *Consultant*, the *Owner* and their representatives shall at all times have access to the *Project* and be permitted to examine the *Work* and materials used or to be used for the *Work*, and the *Contractor* agrees to provide reasonable facilities for such inspection.”

GC 2.4**DEFECTIVE WORK**

- .1 Amend paragraph 2.4.1 by (a) adding the words “or the *Owner*” after the word “*Consultant*” in the first line, and (b) adding the following to the end of the paragraph:

“2.4.1 The *Contractor* shall rectify in a manner acceptable to the *Owner* all other defective work and like deficiencies throughout the *Work* whether or not they are specifically identified by the *Consultant*.”

- .2 Amend paragraph 2.4.3 by deleting the words “... the difference in value between the *Work* as performed and that called for by the *Contract Documents*” and insert the words “... the value of such *Work* as is necessary to correct any non-compliance with the *Contract Documents*.”
- .3 Add new paragraphs 2.4.4, 2.4.5 and 2.4.6:
 - 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*.
 - 2.4.5 Upon notification of a defect in the *Work*, the *Contractor* shall, within five working days, promptly provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by the *Consultant*, the *Contractor* shall proceed with the remedial measures without adversely affecting the construction schedule.
 - 2.4.6 Notwithstanding any rejection of the *Work* by the *Consultant* or deduction of an amount otherwise due to the *Contractor* by the *Owner* as a result of defective work, the *Contractor* is required to continue the *Work* in accordance with the *Contract Documents*.

GC 3.1 CONTROL OF THE WORK

- .1 Amend paragraph 3.1.1 by inserting “schedule, coordinate,” after the word “effectively”.
- .2 Amend paragraph 3.1.2 by (a) adding the word “schedules” after the word “techniques”, (b) deleting the word “under” and replacing with “in accordance with”, and (c) adding the following to the end of the sentence “and shall coordinate the *Work* so as not to interfere with, interrupt, obstruct, delay, or otherwise affect, the work of others”.
- .3 Add new paragraphs 3.1.3 and 3.1.4 as follows:
 - “3.1.3 Prior to commencing procurement, or fabrication 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 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.

- 3.1.4 *Contractor* shall perform the *Work* in a good and workmanlike manner, using new materials, in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*. *Contractor* acknowledges that both time and quality are of the essence and *Contractor* will perform the *Work* or cause the *Subcontractors* and *Suppliers* to perform the *Work* in accordance with the construction schedule.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .1 Delete subparagraph 3.2.2.1 in its entirety and replace with “Intentionally deleted”.
- .2 Delete subparagraph 3.2.2.2 in its entirety and replace with “Intentionally deleted”.
- .3 Add new subparagraph 3.2.3.5:
- 3.2.3.4 Subject to **GC 9.4 CONSTRUCTION SAFETY**, for the *Owner’s* own forces and for other contractors, 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 under the *OHS*A. *Owner’s* own forces and other contractors will be required to comply with the directions and instructions from the *Contractor*.
- .4 Delete the last sentence of paragraph 3.2.5.
- .5 Delete paragraph 3.2.6 and replace with the following:
- “3.2.6 Entry by the *Owner’s* forces and by other contractors does not indicate acceptance of the *Work* and does not relieve the *Contractor* of any responsibility under the *Contract* including the responsibility to complete the *Work*.”
- .6 Add new paragraph 3.2.7 as follows:
- “3.2.7 Placing, installing, application and connection of work by the *Owner’s* own forces or by other contractors, on and to the *Work* will not relieve the *Contractor’s* responsibility to provide and maintain the specified warranties unless a defect has been created by the *Owner’s* own forces or *Owner’s* other contractors.”

GC 3.3 TEMPORARY WORK

- .1 Add new paragraph 3.3.4 as follows:
- “3.3.4 Temporary or trial usage of any mechanical device, machinery, apparatus, equipment or materials shall not be construed as evidence of acceptance of the

same and no claim for damage shall be made by the Contractor for injury to or breaking of any part of such work which may be used.”

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 Unless it is required to be submitted earlier in accordance with the *Contract Documents*, then prior to submitting the first application for payment, submit to the *Owner* and the *Consultant* for their review and acceptance a construction schedule in electronic format and in hard copy, indicating the critical path for the *Project* demonstrating that the *Work* will be performed in conformity with the *Contract Time* and the *Contract Documents*. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;
- .2 Provide the necessary expertise and resources (including, without limitation, personnel and equipment) as are necessary to maintain progress under the accepted baseline construction schedule referred to in paragraph 3.5.1.1 or any successor or revised schedule accepted by the *Owner* pursuant to this GC 3.4;
- .3 Monitor the progress of the *Work* on a weekly basis relative to the construction schedule, reviewed and accepted pursuant to paragraph 3.4.1.1, or any successor or revised schedule accepted in writing by the *Owner* pursuant to GC 3.4, update the construction schedule on a monthly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline construction schedule or slippage in the baseline construction schedule; maintain an updated copy of the construction schedule at the *Place of Work* at all times; and
- .4 If, after applying the expertise and resources required under paragraph 3.4.1.2, the *Contractor* forms the view that the slippage in baseline construction schedule reported in paragraph 3.4.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.4.1.3, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 - CHANGES IN THE WORK.

- .2 Add new paragraph 3.4.2:

- “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 to that effect to the *Owner* or the *Consultant* pursuant to 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. For delay to the schedule caused by the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, the *Owner* may instruct the *Contractor*, at the *Contractor's* expense, to employ additional labour and equipment or work overtime or employ any other reasonable procedures, at no expense to the *Owner*, to bring the *Work* back to conform with the schedule.

GC 3.5 SUPERVISION

- .1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.6.1:

“3.5.1 The *Contractor* shall employ competent project managers, superintendents, coordinators and other personnel, including those referred to in the Instructions to Bidders and Stipulated Price Bid Form, who will not be removed or replaced during the course of the *Work* without the written consent of the *Owner*, which approval shall not be unreasonably withheld. Should any of the *Contractor's* personnel prove to be unacceptable to the *Owner*, the *Owner* shall give written notice to the *Contractor* who shall, within seven days of receipt of the written notice, immediately make arrangements to appoint a replacement acceptable to the *Owner*.

- .2 Add new paragraph 3.5.3:

“3.5.3 The *Contractor's* site superintendent for the *Contract* shall devote their full time during working hours to the *Project* and remain at the *Place of the Work* until a final certificate of payment has been issued by the *Consultant* and all deficiencies in the *Work* have been rectified to the satisfaction of the *Owner*. The full-time site superintendent for the *Contract* named in the Stipulated Price Bid Form and any acceptable replacement shall represent the *Contractor* at the *Place of the Work* and notices and instructions given to the site superintendent for the *Contract* by the *Consultant* shall be held to have been received by the *Contractor*.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- .1 Amend paragraph 3.6.2 by inserting the following at the end of the paragraph “The *Contractor* agrees not to change *Subcontractors* without prior written approval of the *Owner*. Where the *Contractor* wishes to change identified *Subcontractors* or *Suppliers*, it shall set out in writing to the *Owner* sufficient reasons for the desired

change. If the *Owner* is not satisfied with the *Contractor's* reason for wanting to change an identified *Subcontractor* or *Supplier*, it shall have the *Consultant* notify the *Contractor* that its request is not acceptable to the *Owner* and that the *Contractor* is required to proceed with the identified *Subcontractor* or *Supplier*.”

- .2 Amend 3.6.4 by inserting the following at the end of the paragraph “unless the request to change a proposed *Subcontractor* or *Supplier* is a result of issues with the ability of the *Subcontractor* or *Supplier* to complete the *Work* in which case the *Contractor* will not be entitled to any change in *Contract Price* or *Contract Time*”.

- .3 Add the following new paragraphs 3.6.7 and 3.6.8 as follows:

“3.6.7 The *Contractor* shall coordinate the work of all trades and other contractors including those engaged by the *Owner* directly and determine to what extent work specified in each section of the *Specifications* is affected by work indicated elsewhere and make all necessary allowances for their integration. All additional work resulting from failure to make such determination shall be done at no cost to the *Owner*.

3.6.8 The *Contractor* and its *Subcontractors* shall pay all of their respective *Subcontractors*, *Suppliers*, and workers that they employ such sums as are due to them. The *Contractor* shall take all necessary steps to ensure that the *Subcontractors* and *Suppliers* do likewise. All payments shall be made promptly when due and in accordance with applicable laws.”

GC 3.7 LABOUR AND PRODUCTS

- .1 Add new paragraph 3.7.4 as follows:

“3.7.4 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 the words “**AND OTHER SUBMITTALS**” to the Title after **SHOP DRAWINGS**.
- .2 Add “and *Submittals*” after the words “*Shop Drawings*” in clauses 3.8.1, 3.8.2, 3.8.3, 3.8.5, 3.8.6, and 3.8.7.
- .3 Delete subparagraph 3.8.3.1 in its entirety and substitute new subparagraph 3.8.3.1 as follows:

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

- “1 the *Contractor* has determined, verified and correlated all field measurements with the *Shop Drawings* and any *Submittals* and field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so if not possible at that time, and”
- .4 Delete paragraph 3.8.7 and replace with the following:
- “3.8.7 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon, or, in the absence of such schedule, within fifteen (15) *Working Days*. If, for any reason, the *Consultant* cannot process them within the agreed-upon schedule or within fifteen (15) *Working Days*, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the *Shop Drawings* and *Submittals* schedule to correspond to changes in the construction schedule.”
- .5 Add the following new paragraphs 3.8.8 to 3.8.11:
- “3.8.8 The *Contractor* shall provide *Shop Drawings* and *Submittals* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.8.9 *Shop Drawings* and *Submittals* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.8.10 *Shop Drawings* and *Submittals* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval. For greater certainty, the *Contractor* shall be responsible for all costs associated with making any such submission and obtaining any associated permits or approvals, including costs associated with any review or inspection and any permit fees, trade or otherwise.”
- 3.8.11 The *Contractor* shall provide revised *Shop Drawings* and *Submittals* 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* or other *Submittals* other than those requested by the *Consultant*.”

GC 3.9 – CLEAN UP

- .1 Add new GC 3.9 CLEAN UP as follows:

“GC 3.9 CLEAN UP

- 3.9.1 The *Contractor* shall, on a daily basis, maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products

and debris, other than that caused by the *Owner, Other Contractors* or their employees.

3.9.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner, Other Contractors* or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.9.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner, Other Contractors*, or their employees.

GC 3.10 – USE OF THE WORK

.1 Add new GC 3.10 – USE OF THE WORK as follows:

“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 indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

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

- 3.10.3 Except for those normally used during the performance of the *Work*, such as elevator, mechanical, electrical, hydro, the *Contractor* shall not use any service plant or equipment installed as part of the *Work* without prior written consent from the *Owner*. On receipt of such consent, the *Contractor* shall be subject to any conditions set out as part of such consent and shall be responsible for all costs, damage and compensation for wear and tear.
- 3.10.4 If storage or other areas are required for the *Work* in addition to the *Work Site*, *Contractor* shall be responsible for making arrangements to obtain the additional areas and obtaining any necessary permits, permission or authorization and, if required, for making permit, rental or other payments that may be required for such purpose.”

GC 3.11 DOCUMENTS AT THE SITE

- .1 Add new GC 3.10 – DOCUMENTS AT THE SITE as follows:

“GC 3.11 DOCUMENTS AT THE SITE

- 3.11.1 The *Contractor* shall keep one copy of the current *Contract Documents*, *Supplemental Instructions*, *Contemplated Change Orders*, *Change Orders*, *Change Directives*, reviewed *Shop Drawings*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and *Consultant*.”

GC 3.12 RIGHT OF ENTRY

- .1 Add new GC 3.12 RIGHT OF ENTRY as follows:

“GC 3.12 RIGHT OF ENTRY

- 3.12.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work*, if, in the opinion of the *Consultant* and *Owner*, such entry or occupation does not prevent or substantially interfere with the *Contractor* in 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 to complete the *Contract* or its obligations under the *Contract*.
- 3.12.2 The use or occupancy of the *Work* or any part thereof by the *Owner* shall not be taken in any manner as an acceptance by the *Owner* of any work or any other part or parts of the *Work* or *Products* not in accordance with the *Contract Documents* or to relieve the *Contractor* or his surety from liability in respect of the

observance or performance of the *Contract* save to the extent that loss or damage is caused during such use or occupancy by the *Owner* or by persons for whom the *Owner* is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the *Work* or any part thereof by the *Owner* shall not release the *Contractor* from liability, or waive or impair any rights of the *Owner*.

GC 3.13 DOCUMENT REVIEW

- .1 Add new GC 3.13 DOCUMENT REVIEW as follows:

“GC 3.13 DOCUMENT REVIEW

- 3.13.1 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 comply with the standard of care described in paragraph 1.5.1 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. 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 for the *Consultant*”.
- 3.13.2 Neither the *Owner* nor the *Consultant* will be responsible for oral instructions.”

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

- “4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Owner's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGE.”

- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5 as follows:

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

“4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.”

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

“4.1.7 The *Contractor* shall provide a schedule prior to the first application for progress payment that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.”

.4 Add the following new paragraphs 4.1.8 to 4.1.10:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, competitive bids for portions of the *Work*, to be paid for from cash allowances. If the *Owner* determines to proceed with competitive bids, the *Contractor* shall comply with the directions of the *Owner*.

4.1.9 The *Contractor* shall submit to the *Consultant* and the *Owner* as required, before submission of final application for payment, copies of invoices and statements from the *Suppliers* furnishing material and equipment purchased under cash allowance in accordance with Section 01 21 00 of the specifications.

4.1.10 Expenditure of cash allowance items will be authorized in writing.”

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

.1 Amend 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*.”

.4 Delete paragraph 5.1.2 in its entirety and replace with “Intentionally deleted”.

GC 5.2 APPLICATIONS FOR PAYMENT

.1 Amend paragraph 5.2.2 by adding the following sentence to the end of the paragraph: “Applications for progress payments shall be made in a form that is mutually acceptable to the *Owner* and *Contractor*.”

.2 Amend paragraph 5.2.3 by deleting “delivered to” and substitute “incorporated into”.

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

- .3 Amend paragraph 5.2.4 by inserting at the end of the paragraph the following:
“The format of the schedule of values shall be in accordance with the *Contract Documents*.”
- .4 Amend paragraph 5.2.7 by adding the following “as a true condition precedent to the *Contractor’s* right to payment under this *Contract*” after the words “the first payment,” in the second line.
- .5 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* until *Substantial Performance of the Work* notwithstanding that title has passed to the *Owner* pursuant to GC 14.1 OWNERSHIP OF MATERIALS.”
- .6 Add new paragraphs 5.2.9 to 5.2.11, as follows:
- “5.2.9 The *Contractor* shall prepare and maintain current as-built *Drawings* which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built *Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built *Drawings* not presented for review.
- 5.2.10 Submit to the *Consultant*, and updated three (3) month cash flow forecast with each application for payment including the first application.
- 5.2.11 The *Consultant* shall not issue a certificate of payment as described under paragraph 5.3.1 if the *Contractor’s* application for payment is not accompanied by all of the documents described by GC 5.2.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 Amend paragraph 5.4.1 by (a) deleting the words “20 calendar days” and substituting the words “fifteen (15) *Working Days*”, and (b) adding the following to the beginning of the paragraph:
“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 one *Working Day*, deliver to the *Consultant* and *Owner* a written application for payment of the lien holdback amount, in accordance with GC 5.3, for review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of *Work*.”

- .2 Delete paragraph 5.4.2 in its entirety and replace with “Intentionally deleted”.
- .3 Delete paragraph 5.4.3 in its entirety and replace with the following:
- “Subject to terms and conditions of the *Contract*, the requirements of any *Payment Legislation*, and any Notice of Non-Payment of Holdback, the holdback amount authorized by the certificate for payment of the holdback shall be due and payable on the first *Working Day* following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*. ”
- .4 Delete paragraph 5.4.4 in its entirety and replace with “Intentionally deleted”.
- .5 Amend paragraph 5.4.5 by adding deleting “hereby agrees to release, and shall release” and replace with “may release”.
- .6 Add new paragraphs 5.4.7, 5.4.8 and 5.4.9 as follows:
- “5.4.7 Immediately following 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 any deficient *Work*, which in any event shall be consistent with the *Scheduled Total Completion Date*.”
- 5.4.8 The *Contractor* shall publish, in a construction trade newspaper in the area of the location of the *Work*, a copy of the Certificate of *Substantial Performance of the Work* within seven (7) days of receiving a copy of the certificate signed by the *Consultant*, and the *Contractor* shall provide suitable evidence of the publication to the *Consultant* and *Owner*. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish and back charge the *Contractor* its costs for doing so.
- 5.4.9 ***For the purposes of Substantial Performance of the Work and subsection 2(1) of the Ontario Construction Act relating to the meaning of substantial performance, the Contractor acknowledges that the improvement required by this Contract, cannot be considered “ready for use” until all items listed in paragraphs (a) through (j) below have been completed and/or provided in full to the Owner. The Contractor agrees that its failure to submit all of the listed materials and documentation in conformance with the Contract Documents shall constitute proper grounds for the Consultant to reject the Contractor’s application for Substantial Performance of the Work.***
- (a) ***Submission of Warranties, Data Manuals and As-Built Drawings and Specifications in acceptable manner;***
- (b) ***Instruction of Owner in the operation of systems;***

- (c) *Approval to occupy completed work, from authorities having jurisdiction;*
- (d) *Insurance advisory organization approval of sprinkler system received by Consultant;*
- (e) *Submission to and acceptance by the Consultant of interim accounts of the Work showing all additions and deletions to the Contract Price;*
- (f) *Elevator inspection and approval by governing authority received by Consultant;*
- (g) *All systems and equipment started up and tested including final balancing required by the Contract Documents;*
- (h) *All life safety systems verified by Contractor and Consultant as complying with the requirements of the Contract Documents;*
- (i) *Local fire authority has inspected and confirmed that life safety systems are acceptable.*
- (j) *All spare parts and maintenance materials. and any 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 is substantially performed in accordance with the requirements of the Contract Documents and the municipal government, utilities and other authorities having jurisdiction.”*

GC 5.5 FINAL PAYMENT

- .1 Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1 as follows:

5.7.1 When the *Contractor* considers that the *Work* is completed and satisfies the requirements of *Total Completion of the Work* and *Completion of Commissioning*, 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 as agreed to in writing by the *Owner* pursuant to paragraph 5.4.9 together with fully complete as-built *Drawings*. Should the *Contractor* fail to deliver any of the said documents, or other documents required to be delivered pursuant to the *Contract Documents*, the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor*, an amount, in the discretion of the *Owner*, up to the full amount otherwise payable to the *Contractor* as security for the obligation of the *Contractor* to deliver the undelivered documents.

- .2 Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words “*Working Days*”.

- .3 Delete paragraph 5.5.4 in its entirety and substitute the following:

“5.5.4 “Subject to the other requirements of the *Contract*, the unpaid balance of the *Contract Price* shall become payable to the *Contractor* on the later of: (i) the 10th *Working Day* following the

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

expiration of the statutory limitation period stipulated in the *Construction Act*, and (ii) the 10th *Working Day* following the issuance of the *Consultant's* final certificate for payment, subject to the *Owner's* right to withhold payment from the unpaid balance of the *Contract Price* for any amounts required pursuant to GC 5.8 WITHHOLDING OF PAYMENT, and any sums required to satisfy any lien or trust claims arising from the *Work*”.

.4 Add new paragraphs 5.5.5 and 5.5.6 as follows:

“5.5.5 As an additional precondition for release of the final payment, the *Contractor* shall submit the following documentation:

- .1 *Contractor's* written request for release of final payment, including a declaration that no written notices of lien have been received by it.
- .2 *Contractor's* Statutory Declaration CCDC 9A-2001.
- .3 *Contractor's* WSIB Clearance Certificate.

5.5.6 As of the date of the final payment or the date of payment is made releasing monies withheld in accordance with the lien legislation applicable to the *Place of Work*, whichever is earlier, the *Contractor* expressly waives and releases the *Owner* from all claims except those made in writing prior to that date and still unsettled.”

GC 5.8 WITHHOLDING OF PAYMENT

.1 Add new GC 5.8 WITHHOLDING OF PAYMENT as follows:

“GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 Notwithstanding the provisions of GC 5.3 PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, and GC 5.5 FINAL PAYMENT, the *Owner* may withhold payment of any amounts otherwise due under the *Contract* on account of any costs or damages the *Owner* has incurred or, is likely to incur, by reason of:

- .1 defective or incomplete portions of the *Work* or damage to the work of other contractors not rectified in accordance with the *Contract* for which the *Contractor* is responsible;
- .2 failure of the *Contractor* to indemnify the *Owner* in accordance with the terms of the *Contract*;
- .3 failure of the *Contractor* to fulfil its obligations in respect of construction liens in accordance with GC 13.2;

- .4 evidence of the *Contractor's* failure to make payments to *Subcontractors* or *Suppliers*;
- .5 unsatisfactory prosecution of the *Work* by the *Contractor* or any *Subcontractor*; and
- .6 the *Contractor's* failure to attain the *Contract Time*.

5.8.3 Where the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to the provision of paragraphs 5.6.1 or 5.8.1, the *Owner* shall be entitled to apply such withheld portion towards any costs or damages suffered by the *Owner*.”

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- .1 Add the following new paragraphs 6.1.3 to 6.1.14 as follows:

6.1.3 With respect to the valuation of any adjustment in the *Contract Price*, subject to any different or additional requirements contained in the *Specifications*, the following shall apply:

- .1 If applicable, unit prices included in the *Contract*, or prices pro rata thereto, will be used to value changes;
- .2 Proposed methods of adjustment should contain itemized breakdowns describing the net actual value of the *Work* (excluding *Value Added Taxes*), the *Contractor's* mark-up for overhead and profit, the mark-up for overhead and profit of *Subcontractors*, and where appropriate, detailed quotations or cost vouchers from *Subcontractor* and *Suppliers*;
- .3 All overhead costs are deemed to include both site and head office overhead costs, as well as any applicable insurance and bonding costs;
- .4 Labour costs shall be the actual labour costs based upon rates prevailing at the *Place of the Work* and payable to workers, plus applicable statutory charges such as WSIB, Employment Insurance, Canada Pension, vacation pay, and hospitalization and medical insurance;
- .5 If a change involves both additions and deletions to the *Work*, the value of the change will be determined based upon the net difference to the *Work* occasioned by the change. For greater certainty, the *Contractor's* mark-up for overhead and profit only will be applied to the net value of the change.

6.1.4 The *Owner*, through the *Consultant*, reserves the right to authorize payment for a change in the *Work* by means of *Cash Allowance*.

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

For greater certainty, the *Contractor* is not entitled to any mark-up for overhead and profit on such amounts.

6.1.5 In the event that any change to the *Work* results in a reduction in the *Contract Price*, the *Contractor* shall not be entitled to claim for any lost revenue, lost profit or loss of anticipated profit related thereto.

6.1.6 Where *Work* is added to the *Contract*, the *Contractor* shall only be entitled to an increase in the *Contract Price* by the cost of performing the *Work* as agreed or in accordance with GC 6.3.7 as amended including all applicable taxes, but excluding *Value Added Taxes*, plus the following, identified separately:

.1 *Contractor's* mark-up on its own work:

.1 Overhead and profit: 10%

.2 *Contractor's* mark-up on *Subcontractor's* work:

.1 Overhead and Profit: 5%

.3 *Subcontractor's* mark-up on its own work:

.1 Overhead and Profit: 10%

.4 If *Subcontractor* retains another subcontractor (“sub-subcontractor”), no additional mark-up shall be charged to the *Owner* for the sub-subcontractor’s work.

6.1.7 Costs for the following items shall be considered to be included in the *Contractor's* and *Subcontractor's* percentage fees:

.1 *Contractor's* site and head offices expenses;

.2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel;

.3 Temporary site office, including costs for telephone and facsimile machine;

.4 Small tools (valued less than \$2000);

.5 Record drawings (per *Owner's* AutoCAD layering standards.); and

.6 Clean-up and disposal of waste materials.

6.1.8 Labour costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus statutory charges on labour including statutory workers’ insurance, employment insurance, Canada Pension, vacation pay, medical and health benefits.

- 6.1.9 *Contractor* shall not be entitled to receive any compensation or extension of *Contract Time*, and *Owner* shall have no obligation or liability to pay compensation to *Contractor*, unless a *Change Order* or *Change Directive* has been issued to *Contractor*, in writing, and before *Contractor* commences with any work in respect of such *Change Order* or *Change Directive*.
- 6.1.10 There shall be no adjustment to the *Contract Time* should *Contractor* fail to present a request for a specific adjustment to the *Contract Time*, if any, (i) at the time of first presenting a request for adjustment to the *Contract Price* in response to a *Contemplated Change Order*; or (ii) within ten (10) *Working Days* of receipt of a *Change Directive*.
- 6.1.11 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever including potential or contingent costs for matters such as loss of profit, loss of productivity, loss of opportunity or any other such losses based on the quantity, scope or cumulative value or number of changes in the *Work* whether resulting from one or more *Change Orders* or *Change Directives*, unless agreed in writing by the parties in a *Change Order*.
- 6.1.12 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever relating to a *Contractor* claim unless notice in writing of the claim is given to *Owner*, through the *Consultant* not later than twenty (20) *Working Days* after *Contractor* becomes aware of the claim.
- 6.1.13 Any *Change Order* or *Change Directive* shall clearly set out what, if any, extension of the *Contract Time* is anticipated as a result thereof and failing the inclusion of the same, *Contractor* shall be barred in making a claim for extension of the *Contract Time* in respect thereof.
- 6.1.14 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*.”

GC 6.2 CHANGE ORDER

.1 Delete paragraph 6.2.1 insert new paragraph 6.2.1 as follows:

- “6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall promptly provide the following:

00 73 00 – Supplementary Conditions
CVH 2D Inpatient Mental Health Spruce Suite Renovation/ RFQ 207066

- .1 Quotations from the *Subcontractors* on the *Subcontractor's* letterhead and with *Subcontractor's* signature.
- .2 Quotations from the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.
- .3 Quotation shall stipulate any adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- .4 Quotation shall indicate percentage values for overhead and profit by the *Contractor* and the *Subcontractors*.
- .5 Ensure all mathematical calculations are complete.
- .6 Quotations submitted with any of the above items missing or incorrect will be returned for revision.

GC 6.3 CHANGE DIRECTIVE

- .1 Amend paragraph 6.3.7.1(1) by adding “and” to the end of the sentence.
- .2 Delete paragraphs 6.3.7(2), (3) and (4) in their entirety and substitute new paragraph 6.3.7.1(2) as follows:

“(2) *Contractor* personnel carrying out the *Work*, including necessary supervisory services;”
- .3 Delete paragraphs 6.3.7.5, 6.3.7.11, 6.3.7.15, 6.3.7.17 and 6.3.7.18 and replace with “Intentionally deleted”.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Delete paragraph 6.4.1 insert new paragraph 6.4.1 as follows:

“6.4.1 The *Contractor* shall immediately, and in no event, later than 2 Working Days after first observance, notify the *Consultant* and the *Owner* in writing, if in its opinion, the subsurface or otherwise concealed physical conditions at the *Place of the Work* which existed before the commencement of the *Work* and which differ materially from those indicated in the *Contract Documents* or a reasonable assumption of probable conditions based thereon.”
- .2 Add new paragraphs 6.4.5 and 6.4.6 as follows:

“6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, applying the standard of care described in paragraph 1.5.1, it carefully investigated the *Place of the Work* given the amount provided between the issue of 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*. Notwithstanding any other provision in the Contract, 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 investigation undertaken prior to the submission of the bid.

- 6.4.6 *Contractor* shall not be entitled to claim, and waives its rights to make a claim, for any additional compensation or any increase to the *Contract Time* or *Contract Price*, if the *Contractor* fails to provide notice to the *Owner* as required in GC 6.4.1.”

GC 6.5 DELAYS

- .1 Add the following to the end of paragraphs 6.5.1 and 6.5.2 “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.
- .2 Add the following to the end of paragraph 6.5.3: “provided that such costs are reasonable (and, in any event, shall exclude any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit).”
- .3 Amend paragraph 6.5.3.3 by adding “epidemics and pandemics (except for *COVID-19*)” after the word “conditions”.
- .4 Add new paragraphs 6.5.6 to 6.5.9 as follows:.

- 6.5.6 The *Contractor* shall at all times perform the services required to perform the *Work* in accordance with the *Contract Documents* as diligently and expeditiously and to maintain an orderly progress of the *Work*, and in accordance with the *Contract Time* and any revisions thereto. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the *Contract Time*.

- 6.5.7 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contractor* shall take appropriate steps, in accordance with paragraph 3.4.2, to recover any lost time, and the costs of such recovery efforts shall be to the *Contractor's* account. To the extent that the *Contractor* caused delay results in the *Owner* incurring additional costs and expenses and/or a change in the *Contract Time*, the *Contractor* shall be liable to the *Owner* for the *Owner's* cost and damages arising therefrom, including but not limited to, all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period

between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provision of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.

6.5.8 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work*, in the event of a suspension or delay in the performance of the *Work*, regardless of the reason.

7. 6.5.9 With respect to the impact of *COVID-19*, the *Contractor* shall assume any and all known conditions of *COVID-19* at the time of the execution of this *Contract* during and throughout the performance of the *Work*. Where there is any delay to the *Contract Time* and/or *Project*, caused by, resulting from, or related to any stop work order, legislation, measures, or direction, issued by any *Governmental Authorities* having jurisdiction over the *Project* or any *Outbreak Memorandum*, in respect to, related to, or resulting from *COVID-19* which arises after the execution of this *Contract*, then:

8. .1 the *Contractor* shall be entitled to an extension of the *Contract Time* for a reasonable time caused by complying with such stop work order, legislation, measure, direction, or *Outbreak Memorandum*;
- .2 the *Contractor* shall not be entitled to any increase in compensation whatsoever, including, without limitation, any (a) increase to the *Contract Price*, payment of (b) costs, expenses or damages, and/or (c) any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity; and
- .3 *Contractor* shall take and continue to take all commercially reasonable steps to eliminate or mitigate the consequences and delays related to such stop work order, legislation, measure, direction, and/or *Outbreak Memorandum*.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

.1 In paragraph 6.6.5, delete “claim” in the second line and replace with “necessary claim information”.

.2 Add new paragraph 6.6.7:

“6.6.7. The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor’s* failure to perform the *Work* in accordance with the terms and conditions of the *Contract*. Before the *Owner* makes a claim arising out of issuance of requests for information. The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have

been provided in order not to cause a delay. The *Owner* shall make claims against the Contractor based on the *Consultant's* invoices.”

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 Amend paragraph 7.1.2 by (a) adding the words “or Owner determines that sufficient cause exists to justify such action,” in line four after the word “degree”, and (b) deleting the words “including references to applicable provisions of the Contract”.
- .2 Delete paragraph 7.1.3.2 and replace with the following: “provides the Owner with a schedule acceptable to the Owner, acting reasonably, for such correction”.
- .3 Delete paragraph 7.1.5.2 and replace with the following:
“7.1.5.2 withhold further payment to the Contractor until the Owner has completed all Work required by the Contract Documents and satisfied any of its costs or damages resulting from the Contractor's default; and”
- .4 Amend paragraph 7.1.5.3 by deleting the words “as certified by the Consultant” in the first line.
- .5 Add new paragraph 7.1.7 as follows:
“7.1.7 Owner may terminate the Contract at any time for any reason upon providing the Contractor with at least thirty (30) days prior written notice. In such event, Owner shall pay for the Work performed up to the effective date of termination and for any additional, verifiable direct costs related directly to such termination which are an ordinary and reasonable consequence of the termination. Owner shall not be liable to Contractor for any other costs or damages whatsoever arising from such early termination of the Contract, including, without limitation, any indirect, consequential, or special damages, such as loss of profits or loss of opportunity.”

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

- .1 Amend paragraph 7.2.2 by deleting “20” and replacing with “60”.
- .2 Delete subparagraph 7.2.3.1 in its entirety and replace with “Intentionally deleted”.
- .3 Delete subparagraph 7.2.3.3 in its entirety and replace with the following:
“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 line 2 of subparagraph 7.2.3.4, the words, “OF THE OWNER”.
- .5 Amend paragraph 7.2.4 by deleting “5” and substitute “15”.
- .6 Amend paragraph 7.2.5 by (a) deleting the words “reasonable profit” in line 2, (b) deleting the word “damages” in line 3 and substituting the words “direct damages”, and (c) deleting the period at the end of the paragraph and replacing

it with a comma and adding the following words: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.

.7 Add the following new paragraph 7.2.6:

“7.2.6 The Owner’s withholding of progress payments, holdback payment and/or final payments pursuant to GC 5.8 shall not constitute a default under GC7.2.3 permitting the Contractor to stop the Work or terminate the Contract.”

GC 8.1 AUTHORITY OF THE CONSULTANT

.1 *Delete 8.1.1, 8.1.2 and 8.1.3, and insert the following new paragraphs:*

8.1.1 Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by finding of the Consultant pursuant to the provisions of GC 2.2 ROLE OF THE CONSULTANT, paragraphs 2.2.7 and 2.2.8 shall be settled in accordance with the requirements of this General Condition.

8.1.2 The claimant shall give written notice of such dispute to the other party no later than seven (7) days after the receipt of the Consultant's finding given under GC 2.2 - ROLE OF THE CONSULTANT, paragraphs 2.2.7 or 2.2.8. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The other party shall reply within seven (7) days to such notice after he receives or is considered to have received it, setting out in such reply his grounds and relevant provisions of the Contract Documents.

8.1.3 If the matter in dispute is not resolved promptly the Consultant will give such instructions as in its opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor verifiable costs incurred by the Contractor in carrying out such instructions which the Contractor was required to do beyond what the Contract Documents correctly understood and interpreted would have required him to do including costs resulting from interruption of the Work.

8.1.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourses, provided he has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.3.

8.1.5 If the parties have agreed to submit disputes to arbitration, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the Place of the Work.

8.1.6 If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may required.

8.1.7 In recognition of the obligation by the Contractor to perform the disputed work as provided in paragraph 8.1.3, it is agreed that settlement

of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Delete GC 8.3 in its entirety and replace with “Intentionally deleted”.

GC 8.4 RETENTION OF RIGHTS

- .1 Add new subparagraph 8.4.3:

“8.4.3 If the Parties agree under paragraph 8.1.5 to have a dispute resolved by arbitration, the *Contractor* agrees that this paragraph 8.3.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute is otherwise resolved between the parties; provided, however, that in no event shall the *Contractor* be deprived of its right to enforce its lien against the *Project* should the *Owner* fail to satisfy any arbitral award. For greater certainty, nothing in this paragraph 8.3.3 shall prevent the *Contractor* from taking the steps required by the *Construction Act* to preserve and/or perfect a lien to which it may be entitled.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

“9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 1.5.1;”

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

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or reasonably determinable from 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 1.5.1.”

- .3 Add new paragraph 9.1.5:

“9.1.5 The *Contractor* shall neither undertake to repair and/or replace any damage whatsoever to the *Work* of other contractors, or to adjoining property, nor acknowledge 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*. However, where there is danger to life or public safety, the *Contractor* shall

take such emergency action as it deems necessary to remove the danger.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

.1 Add new paragraph 9.2.5(5) as follows:

“(5) Comply with the *Owner’s* requirements and specifications for *Hazardous Substances* contained in the *Contract Documents*.”

.2 Add to paragraph 9.2.6 after the word "responsible", the following:

“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,”

3. In paragraph 9.2.7 after “is responsible” add:

“or that any toxic or *Hazardous Substances* or materials already at the *Place of the Work* prior to the *Contractor* commencing 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 comply with legal and regulatory requirements,”.

.4 Add to paragraph 9.2.8 after the word "responsible", the following:

“or that any toxic or *Hazardous Substances* or materials already at the *Place of the Work* prior to the *Contractor* commencing 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,”

.5 Amend paragraph 9.2.8.4 by adding the words “and the *Consultant*” after the word “*Owner*”.

.6 Add new paragraph 9.2.10 as follows:

“9.2.10 *Contractor* shall indemnify and hold harmless *Owner*, *Owner’s* other contractors and suppliers, and their agents and employees, from and against claims and demands, losses, costs, damage, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were brought onto or made at the *Place of the Work* by *Contractor*, its

Subcontractors, Suppliers, employees, agents or representatives after Contractor commenced the Work. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 13.1 INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.”

GC 9.4 CONSTRUCTION SAFETY

- .1 Delete paragraphs 9.4.1 to 9.4.5 in their entirety and replace with the following:

“9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance by it and its *Subcontractors* and *Suppliers* with the applicable construction health and safety legislation and the *Owner’s* safety and infection control regulations, guidelines and instructions for contractors, a copy of which is found in the *Contract Specifications*. The *Contractor* shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. The *Contractor* hereby accepts the designation of “constructor” as defined under the *OHSA* for the *Project*, and responsibility for the obligations and liabilities associated therewith. Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner* a copy of the Notice of Project filed with the Ministry of Labour in respect of the *Work*.

9.4.2 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:

- .1 a current WSIB clearance certificate;
- .2 copies of the *Contractor’s* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;
- .3 documentation of the *Contractor’s* in-house safety-related programs;
- .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under *OHSA*.

9.4.3 The *Contractor* hereby represents and warrants to the *Owner* that appropriate health and safety instruction and training have been provided and will be provided to the *Contractor’s* employees and *Subcontractors, Suppliers* and any one for whom the *Contractor* is responsible, before the *Work* is commenced and agrees to provide to the *Owner*, if requested, proof of such instruction and training.

9.4.4 The *Contractor* shall tour the appropriate area to familiarize itself with the job site prior to commencement of the *Work*.

- 9.4.5 The *Contractor* shall ensure all of the *Work* is performed in a safe manner. Without limiting the generality of the foregoing, the *Contractor* shall ensure that all of its employees and *Subcontractors* are fully acquainted and comply with the applicable requirements of the *OHS*A, the safety rules of the *Contractor* and of the *Owner*, all *Outbreak Memorandums*, and all the applicable laws, statutes and regulations. In addition, the *Contractor* shall ensure that all its employees and *Subcontractors* are, and remain, in full compliance with the applicable safety requirements prior to the commencement of the work and at all times during which the *Work* is performed.
- 9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant* and their respective agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under *OHS*A, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
- 9.4.7 In the event that the *Owner* engages other contractors at the *Place of the Work* or performs work with its own forces, the *Owner* undertakes to include in its contracts with other contractors and/or in its instructions to its own forces the requirement that the other *Contractor* or own forces, as the case may be, must comply with directions and instructions from the *Contractor* as “constructor” with respect to occupational health and safety and related matters.
- 9.4.8 Without limiting the generality of GC 9.4.6, the *Contractor*,
- .1 agrees to waive and release the *Owner* and its agents, officers, directors, employees, successors and assigns from any and all claims, demands, losses, costs, damages, actions, suits, or proceedings as against; *and*
 - .2 shall indemnify and save harmless the *Owner*, the *Consultant* and their respective agents, officers, directors, employees, successors and assigns, from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings by any *Contractor’s* employees, *Subcontractors*, *Suppliers*, and/or third parties,
- that arise out of, are caused or contributed by, or are attributable to *COVID-19*, including and without limiting the generality of the foregoing, any claims, demands, losses, costs, damages, actions, suits or proceedings arising from, caused or contributed

by, or attributable to *COVID-19* outbreaks originating from or on the *Owner's* premises.”

GC 9.5 MOULD

- .1 Amend paragraph 9.5.2.3 by adding the following words “and any other costs and expenses reasonably incurred by the Owner in respect of the presence of such mould,” after the words “paragraph 9.5.1.3,”
- .2 Amend subparagraph 9.5.2.4 by adding the words “and the *Consultant*” after the word “*Owner*”.
- .2 Delete paragraph 9.5.3.3 in its entirety and replace with the following:

“9.5.3.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. If, in the opinion of the *Consultant*, the *Contractor* has been delayed in performing the *Work* and/or has incurred additional costs under paragraph 9.5.1.2, the *Owner* shall reimburse the *Contractor* for its reasonable costs incurred as a result of the delay as certified by the *Consultant*, and”

GC 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3:

“10.1.3 The *Owner* shall be entitled to all available refunds or rebates of all taxes and custom duties applicable to the *Contract*, and the *Contractor* shall cooperate with the *Owner* in ascertaining the amount of such tax and custom duties and if necessary claim on its own behalf and transfer to the *Owner* or facilitate a direct claim by the *Owner* for any such available refund or rebate.”

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Add the following to the end of paragraph 10.2.3: “The *Contractor* shall be responsible for the procurement and payment of construction deposits levied by the municipality in connection with the issuance of a building permit”.
- .2 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 as applicable under the Ontario Building Code and provide to the *Consultant* and the *Owner* a copy of any inspection reports prepared by such inspector or registered code agency within 3 working days of such inspection.”
- .3 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraphs 3.13.1 and 3.8.10, the”.

GC 11.1 INSURANCE

- .1 Delete paragraph 11.1.3 in its entirety and substitute the following: “The *Contractor* shall be solely responsible for any deductible amounts under the required policies of insurance.”

GC 11.2 CONTRACT SECURITY

- .1 Add new GC 11.2 CONTRACT SECURITY as follows:

“GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall deliver to the *Owner* prior to the commencement of the *Work* a performance bond and a labour and material payment bond each in the amount of fifty percent (50%) of the *Contract Price*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.
- 11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact business of suretyship in the province or territory in the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*.”

GC 12.1 – READY-FOR-TAKEOVER

- .1 Amend paragraph 12.1.2 by deleting “paragraphs 12.1.1.3 to” and replacing with “paragraph”.
- .2 Amend paragraph 12.1.4 by (a) deleting the words “and will” in the first line, and (b) deleting “10 calendar days” and replacing with “fifteen (15) *Working Days*, or such longer period as may be reasonably required in the circumstances”.

GC 12.2 – EARLY OCCUPANCY BY THE OWNER

- .1 Delete paragraphs 12.2.1 to 12.2.4 in their entirety and replace with the following:
- “12.2.1 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 opinion of the *Consultant* and *Owner*, such entry or occupation does not prevent or substantially interfere with the *Contractor* in 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 to complete the *Contract* or its obligations under the *Contract*.
- 12.2.2 The use or occupancy of the *Work* or any part thereof by the *Owner* shall not be taken in any manner as an acceptance by the *Owner* of any work or any other part or parts of the *Work* or *Products* not in accordance with the *Contract Documents* or to relieve the *Contractor* or his surety from liability in respect of the observance or performance of

the *Contract* save to the extent that loss or damage is caused during such use or occupancy by the *Owner* or by persons for whom the *Owner* is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the *Work* or any part thereof by the *Owner* shall not release the *Contractor* from liability, or waive or impair any rights of the *Owner*.”

GC 12.3 WARRANTY

- .1 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraph 3.4.1, the...”
- .2 Amend paragraph 12.3.6 by adding “, unless otherwise required by the *Contract Documents*.” to the end of the third sentence.
- .3 Add new paragraph 12.3.7 as follows:
“12.3.7 The time period for the warranty with respect to any item corrected shall commence from the date when the defect is corrected and the remedial work is accepted by the *Consultant* and *Owner*.”

GC 13.1 INDEMNIFICATION

- .1 Delete paragraph 13.1.1 in its entirety and substitute the following:
“13.1.1 *The Contractor shall indemnify and hold harmless the Owner, the Consultant and their respective agents and employees from and against 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 Work or anyone for whose acts the Contractor may be liable including Subcontractor and Suppliers.*
- .2 Delete the first reference to paragraph 13.1.2 and replace with “Intentionally deleted”.
- .3 Delete paragraph 13.1.2 in its entirety and substitute the following:
“13.1.2 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Contractor’s* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor’s* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.”
- .4 Delete paragraph 13.1.5 in its entirety and replace with “Intentionally deleted”.
- .5 Add new paragraph 13.1.7 as follows:
“13.1.7 *Owner shall not be liable in any circumstance for loss of profit, loss of productivity, loss of profit, or business shutdown or indirect, consequential or punitive damages, whether such liability arises in contract, tort, indemnity or on any other basis whatsoever.*”

GC 13.2 WAIVER OF CLAIMS

- .1 Delete paragraphs 13.2.3, 13.2.4, 13.2.5 and 13.2.10 and replace with “Intentionally deleted.”

PART 14 OTHER PROVISIONS as follows:

- .1 Add new PART 4 - OTHER PROVISIONS as follows:

“PART 4 – OTHER PROVISIONS**GC 14.1 OWNERSHIP OF MATERIALS**

- 14.1.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. 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 as its property when notified in writing to do so by the *Consultant*.

GC 14.2 CONSTRUCTION LIENS

- 14.2.1 *Contractor* shall ensure that *Owner's* title to the *Project* site is kept free and clear of all construction liens and certificates of action claimed by any person providing services and/or materials to *Contractor* for the *Project*. For greater certainty, this GC 14.2 shall not apply to construction liens or certificates of action that arise as a direct result of the failure by *Owner* to pay *Contractor* amounts properly due in accordance with the terms of this *Contract*.
- 14.2.2 In the event that a construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, the *Contractor* shall, at its own expense:
- .1 within seven (7) *Working Days*, ensure that any and all construction liens and certificates of action are discharged, released or vacated by the posting of security; and
- .2 in the case of written notices of lien, within seven (7) *Working Days*, ensure that such notices are withdrawn, in writing.
- 14.2.3 In the event that the *Contractor* fails to conform with the requirements of 14.2.1, the *Owner* may vacate or discharge the lien and then set off and deduct from any amount owing to the *Contractor*, all amounts posted as security or paid to the lien claimant and associated expenses, including the costs of borrowing the appropriate cash, letter of credit or bond as security and legal fees and disbursements. 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 GC 3.6, 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 DAILY REPORTS/DAILY LOGS

- 14.4.1 The *Contractor* shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force of the *Contractor*, *Subcontractors*, *Suppliers* and any other forces on site and also record the general nature of *Project* activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day work force.
- 14.4.2 The *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the *Project*, including records which document the activities of the *Contractor* in connection with GC 3.4, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4.

GC 14.5 HOSPITAL RELATED PROVISIONS

- 14.5.1 The *Contractor* recognizes and understands that the *Owner* is a hospital approved under the *Public Hospitals Act* (Ontario) and is therefore subject to a highly regulated legal and operational environment. Without limiting the generality of any other provision in the Contract, the *Contractor* shall provide reasonable co-operation and assistance to the *Owner* during any evaluations of the *Work* (including, without limitation, any post-occupancy evaluation required by the Ministry of Health and Long Term Care) and in obtaining required regulatory approvals prior to using the *Work* (including, without limitation, approvals required by Section 4(2) of the *Public Hospitals Act*).
- 14.5.2 The *Contractor* acknowledges that the security and safety of the patients, employees and other occupants of the existing hospital is paramount. If any of the employees of the *Contractor* or the *Subcontractors* is determined by the *Owner* to be a concern for the security or safety of such patients, employees or occupants, the *Owner* may require that the *Contractor* replace such employee.

- 14.5.3 The *Contractor* recognizes that part of the *Work* may consists of the renovation of existing buildings and structures or the addition of a structure to an existing building and that the provision of patient care during construction is a priority for the *Owner*. The *Contractor* shall comply with the reasonable instructions provided by the *Owner* (including, without limitation, the *Owner's* infection control practitioner) in regard to patient care and the operation and use of the hospital during the performance of the *Work*. Any costs incurred by the *Contractor* in complying with the said instructions shall be part of the *Contract Price*.
- 14.5.4 Notwithstanding any other provision in the *Contract*, paramountcy of access must be given to emergency vehicles and no claim may be made by the *Contractor* for any delay in the performance of the *Work* as a result of any temporary lack of access to the Place of *Work* resulting from this paramountcy of access by emergency vehicles, provided that the *Owner* will use commercially reasonable efforts to avoid and to limit the duration of any temporary lack of access for this reason.
- 14.5.5 The *Owner* has the authority, but without the obligation, to stop the *Work* in any circumstance affecting the safety of life or property or otherwise may cause an unsafe condition for the operation of the existing hospital. The *Contractor* shall abide by the *Owner's* instructions to stop the *Work* and to any related instructions pertaining to the circumstance without any increase in the *Contract Price* and extension in the *Contract Time* if such circumstance was caused by the *Contractor*, *Subcontractors* or *Suppliers*.
- 14.5.6 The *Contractor* shall, and shall cause the *Subcontractors* and *Suppliers* to, comply with hospital policies and procedures including, without limitation, environmental requirements, *Outbreak Memorandums*, infection control measures and safety and emergency preparedness guidelines which are or come into force (including, without limitation, those forming part of the *Contract Documents*) as such documents are amended by the *Owner* from time to time, provided that a material amendment to the hospital policies and procedures by the *Owner* after the date of the Agreement which gives rise to a significant change in the *Work* shall be dealt with in accordance PART 6 CHANGES IN THE *WORK*."