

The Regional Municipality of Waterloo

Contract T2025-116

84 Frederick St. Renovations
84 Frederick St.
Kitchener, Ontario



Region of Waterloo

**THE REGIONAL MUNICIPALITY OF WATERLOO
BID NO. T2025-116**

TABLE OF CONTENTS

SECTION A INSTRUCTIONS TO BIDDERS

SECTION B CONTRACT AGREEMENT

SECTION C SPECIAL PROVISIONS

SECTION D TECHNICAL SPECIFICATIONS and DRAWINGS
(To be downloaded as a separate attachment – 801 pages)

SECTION E SUPPLEMENTAL GENERAL CONDITIONS

SECTION F GENERAL CONDITIONS

APPENDIX 1 DESIGNATED SUBSTANCE INFORMATION
(To be downloaded as a separate attachment – 137 pages)

**ONLY BIDS SUBMITTED ELECTRONICALLY ON THE REGION'S BIDS&TENDERS
WEBSITE WILL BE ACCEPTED.**

**ALL INFILLABLE FORMS WILL BE COMPLETED AND/OR SUBMITTED ONLINE
THROUGH THE REGION OF WATERLOO'S BID SYSTEM, SUCH AS:**

- i. SCHEDULE OF PRICES**
- ii. BONDING**
- iii. SIGNING PAGE**

SECTION A – INSTRUCTIONS TO BIDDERS
84 Frederick St. Renovations
T2025-116

SECTION A

INSTRUCTIONS TO BIDDERS

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

<u>INDEX</u>	<u>PAGE</u>
SECTION A	INSTRUCTIONS TO BIDDERS
1	BID CRITICAL INFORMATION 1
2	DEFINITIONS..... 2
3	QUESTIONS, CLARIFICATIONS AND INTERPRETATIONS..... 2
3.1	Designated Official 2
3.2	Bidders to Review Bid 2
3.3	Questions after deadline 2
4	PRE-BID MEETING..... 2
4.1	Location, Time and Nature of Pre-bid Meeting..... 2
4.1.1	Non-mandatory Pre-bid Meetings 2
4.1.2	Mandatory Pre-bid Meetings..... 3
4.2	Bidders to Examine Site of Work..... 3
4.3	Bidders Responsibility to Obtain Information..... 3
5	ELIGIBILITY TO BID 3
5.1	Litigation or Pending Litigation 3
5.1.1	Litigation 3
5.1.2	Council Approval..... 3
5.1.3	Council Information 3
5.1.4	Unopened Bids 4
5.2	Illegal or Unethical Conduct 4
5.2.1	Conflict of Interest..... 4
5.2.2	Affiliated Parties..... 5
5.2.3	Engineer/Contract Administrator..... 5
5.2.4	Multiple bids..... 5
6	BID PROCESS 6
6.1	Bid Preparation 6
6.1.1	Canadian Funds 6
6.1.2	Rates to be all inclusive 6
6.1.3	Bidders to Bear Their Own Costs 6
6.1.4	Prices Omitted 6
6.1.5	Amendment or Withdrawal of Bids..... 6
6.1.6	Alternative Prices 6
6.1.7	Provisional Prices 7
6.1.8	Qualified Bids..... 7
6.1.9	No Amendment to Forms..... 7
6.2	Bid Submission 7
6.2.1	Electronic Submission Only 7
6.2.2	Bids Must Be Received on Time..... 7
6.3	Bid Security 8
6.3.1	Bid Bond 8

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations

T2025-116

6.3.2	Submission of Bid Security	9
6.4	Addenda.....	9
6.4.1	All New Information to Bidders by Way of Addenda	9
6.4.2	Extension of Submission Deadline	10
6.5	Opening of Electronic Bid Submissions	10
6.6	Procurement Protest Procedure.....	10
7	CONTRACT REQUIREMENT	11
7.1	Bids Irrevocable after Submission Deadline.....	11
7.2	Execution of Contract.....	11
7.3	Pre-conditions of Award	11
7.4	Failure to Enter into Contract	11
7.5	Reserved Rights of the Region of Waterloo	12
7.6	Entire Agreement	12
7.6.1	Bid Documents Complete	12
7.6.2	Other Information.....	12
7.7	Novation Agreements.....	13
8	CONFIDENTIAL INFORMATION	13
8.1	Confidential Information of the Region of Waterloo.....	13
8.2	Confidential Information of Bidder	13
8.3	Disclosure of Information.....	14
9	LIMITATION OF LIABILITY	14
10	LIVING WAGE.....	14
11	DESIGNATED SUBSTANCE INFORMATION	15
12	ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS – CONTRACTORS, CONSULTANTS AND SERVICE PROVIDERS.....	15

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

1 BID CRITICAL INFORMATION

Subject	Requirement
Bid/Tender Name	T2025-116 84 Frederick St. Renovations
Designated Official	Name: Tuna Yaylaci E-mail: tyaylaci@regionofwaterloo.ca Address: Region of Waterloo Procurement Office Reception Desk; 4th Floor 150 Frederick Street Kitchener, Ontario N2G 4J3
Questions	If a Bidder needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through the Region's Bid Opportunities website using the "Submit a Question" link associated with this bid opportunity.
Pre-bid Meeting	Date: January 16, 2025 Time : 1:30pm Location: 84 Frederick St. Enter from laneway at Queen Street to rear of property. Non-mandatory PPE required: Safety footwear required
Deadline for Questions	Date: January 23, 2025 at 4 p.m.
Submission Deadline	Time: 2:00:59 p.m. Date: January 30, 2025
Bid Bond Amount	10% of Bid Price
Bid Bond Validity Period	90 days from submission deadline
Bid Irrevocability Period	90 days from submission deadline
Supply Contracts to be Novated	NA
Pre-qualified Contractors	NA

Note: The provisions set out in this Table 1 will govern the requirements as set out in the following Section A - Instructions to Bidders as applicable.

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

2 DEFINITIONS

The definitions contained in the General Conditions, the Supplemental General Conditions, Equipment Supply General Conditions, and the Region of Waterloo's Purchasing By-law apply to this Section A, Instructions to Bidders, as applicable. (See <https://www.regionofwaterloo.ca/en/regional-government/frequently-requested-by-laws.aspx>)

3 QUESTIONS, CLARIFICATIONS AND INTERPRETATIONS

3.1 Designated Official

Questions, clarifications, or interpretations regarding this bid will be requested in writing and will only be directed to the designated official. **(See Table 1 Bid Critical Information for designated official information and question submission information)**

3.2 Bidders to Review Bid

Bidders will promptly examine all of the documents comprising this bid, and will report any errors, omissions or ambiguities; and may direct questions or seek additional information in writing through the Region's Bid Opportunities website using the "Submit a Question" feature on or before the deadline for questions. (See Section 1, Bid Critical Information for the designated official information and the deadline for questions)

No such communications are to be directed to anyone other than the designated official.

The Region of Waterloo is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the designated official on any matter it considers to be unclear.

The Region of Waterloo will not be responsible for any misunderstanding on the part of the bidder concerning this bid or its process.

3.3 Questions after deadline

The Region reserves the right to not address questions received after the specified deadline for questions has passed. **(See Table 1 Bid Critical Information for deadline for questions)**

4 PRE-BID MEETING

4.1 Location, Time and Nature of Pre-bid Meeting

A pre-bid meeting may be held to allow bidders to familiarize themselves with the site. **(See Table 1 Bid Critical Information for pre-bid meeting information)**

4.1.1 Non-mandatory Pre-bid Meetings

Bidders are encouraged to attend non-mandatory pre-bid meetings. (See Table 1 Bid Critical Information for pre-bid meeting information)

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

4.1.2 Mandatory Pre-bid Meetings

Bidders are required to attend mandatory pre-bid meetings. The individual(s) attending on behalf of the bidder must sign in and clearly state the name of the bidder they are representing on the sign-in sheet. The Region of Waterloo will disqualify and not consider bids from any bidders that were not represented at a mandatory pre-bid meeting. **(See Table 1 Bid Critical Information for pre-bid meeting information)**

4.2 Bidders to Examine Site of Work

The bidder must carefully examine the site of the work before submitting the bid, either personally or through a representative and be satisfied as to the nature and location of the work, local conditions, soil structure and topography at the site of the work, the nature and quality of the materials to be used, the equipment and facilities needed preliminary to and during the prosecution of the work, the means and access to the site, on-site accommodation, all necessary information as to risks, contingencies and circumstances as may affect the bid, and other matters that can in any way affect the work under the contract.

4.3 Bidders Responsibility to Obtain Information

The bidder is fully responsible for obtaining all information required for preparation of the bid and for execution of the work. It will be the responsibility of the successful bidder to provide all of the necessary materials and labour required to fully satisfy the requirements of this contract and to complete the works.

5 ELIGIBILITY TO BID

5.1 Litigation or Pending Litigation

5.1.1 Litigation

Parties with whom the Region is in litigation or pending litigation are not eligible to participate in this bid process unless prior approval to participate is obtained by the party from the Council of the Region of Waterloo prior to the submission deadline for the submission of bids. **(See Table 1 Bid Critical Information for submission deadline)**

5.1.2 Council Approval

The Region of Waterloo will not open and consider bids received from parties with whom the Region is in litigation or pending litigation unless such approval is obtained. In order to obtain approval from Council of the Region of Waterloo to submit a bid, the bidder, before the submission deadline set out in this bid, must contact the Regional Clerk and the Manager, Procurement in writing at least one (1) week before the next regularly scheduled Council meeting, setting out the bidder's request and any grounds to support the request. The bidder's request will then be presented to Council for its consideration. **(See Table 1 Bid Critical Information for submission deadline)**

5.1.3 Council Information

The Regional Clerk and the Manager, Procurement may be contacted at:

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

Regional Clerk's Office
150 Frederick Street, 2nd Floor
Kitchener, ON N2G 4J3
Fax (519) 575-4481

Information on the regularly scheduled Council meetings can be found at
<https://www.regionofwaterloo.ca/en/regional-government/agendas-minutes-and-webcasts.aspx?mid=27053>

5.1.4 Unopened Bids

No contract or any legal obligations in regard to the bidding process will be created as between the bidder and the Region of Waterloo in relation to bids which are unopened pursuant to 4. ELIGIBILITY TO BID.

5.2 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, bribery, fraud, coercion, collusion and price fixing. Bidders must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Region of Waterloo; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this bid. Illegal or unethical conduct or suspicion of such may result in the disqualification of the bidder

5.2.1 Conflict of Interest

The Region of Waterloo may disqualify a bidder for any conduct, situation or circumstances, determined by the Region of Waterloo, in its sole and absolute discretion, to constitute a conflict of interest or it may, at its sole discretion, allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Region of Waterloo determines that it is in its best interests to do so. Bidders must declare all potential conflicts of interest, as defined below:

For the purposes of this tender, the term “conflict of interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the tender process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, confidential information of the Region of Waterloo in the preparation of its bid that is not available to other bidders,
 - (ii) communicating with any person with a view to influencing preferred treatment in the tender process (including but not limited to the lobbying of decision makers involved in the tender process), or

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

- (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive tender process or render that process non-competitive or unfair; or
- in relation to the performance of its contractual obligations contemplated under a contract for the work, the bidder's other commitments, relationships or financial interests
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

5.2.2 Affiliated Parties

For the purposes of this section:

- a) one corporation is affiliated with another corporation if one of them is the subsidiary of the other or both are subsidiaries of the same corporation or each of them is controlled by the same person;
- b) a corporation is a subsidiary of another corporation if it is controlled by that other corporation;
- c) if two corporations are affiliated with the same corporation at the same time, they are deemed to be affiliated with each other;
- d) a partnership or sole proprietorship is affiliated with another partnership, sole proprietorship or a company if both are controlled by the same person;
- e) a corporation is controlled by a person if securities of the corporation to which are attached more than fifty per cent of the votes that may be cast to elect directors of the corporation are held, directly or indirectly, whether through one or more subsidiaries or otherwise, otherwise than by way of security only, by or for the benefit of that person, and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation; and
- f) a partnership is controlled by a person if the person holds an interest in the partnership that entitles the person to receive more than fifty per cent of the profits of the partnership or more than fifty per cent of its assets on dissolution.

5.2.3 Engineer/Contract Administrator

The Region of Waterloo will not allow a bid from a bidder that is affiliated to the Engineer/Contract Administrator or that has been prepared with the assistance or advice of the Engineer/Contract Administrator. If a bidder is deemed to be affiliated with the Engineer/Contract Administrator then its bid will be disqualified.

5.2.4 Multiple bids

The Region of Waterloo will not allow more than one bid from affiliated parties. If affiliated parties submit more than one bid for this Contract then all such bids of the affiliated parties will be disqualified.

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

6 BID PROCESS

6.1 Bid Preparation

6.1.1 Canadian Funds

Rates and prices must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

6.1.2 Rates to be all inclusive

The rates and prices bid in the bid submission must include for the supply of all labour, materials, tools, equipment, machinery, supervision, all travel and carriage costs, all insurance costs, all costs of delivery to the Region of Waterloo, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law, and other services necessary to do and complete the works, all in accordance with the requirements of the bid documents, whether or not specifically stated in the bid documents.

6.1.3 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

6.1.4 Prices Omitted

If a bidder has omitted to enter a price for an item of work set out in the bid document, the bidder will, unless the bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and unless otherwise agreed to by the Region of Waterloo, no increase will be made in the total bid price on account of such omission.

6.1.5 Amendment or Withdrawal of Bids

Bidders may edit or withdraw a submitted bid prior to the submission deadline in accordance with the instructions provided in the electronic bidding system. **(See Table 1 Bid Critical Information for submission deadline)**

6.1.6 Alternative Prices

Unless specifically requested in the Bid Document, substitute or alternative equipment, materials or Products will not be considered prior to award and execution of the Contract.

Products that are specified in the technical specifications of the Contract shall form the basis for the Specifications and bids. Prices for Products that are specified will be used to determine the lowest compliant bidder.

Notwithstanding, the Region reserves the right thereafter, at its absolute discretion, to accept alternative items and prices if specifically requested in the Bid Document, in

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

whole or in part, for budgetary or other reasons, from the bid of said lowest compliant bidder and to award the Contract, in the adjusted bid price, to said lowest compliant bidder. Alternative prices are irrevocable and open to acceptance for the bid irrevocability period. **(See Table 1 Bid Critical Information for bid irrevocability period)**

6.1.7 Provisional Prices

The total bid price as submitted by the bidder includes all provisional prices and this total bid price as submitted will be used to determine the lowest compliant bidder. Notwithstanding, the Region reserves the right thereafter, at its absolute discretion, to discard provisional items and prices, in whole or in part, for budgetary or other reasons, from the bid of said lowest compliant bidder and to award the Contract, in the adjusted bid price, to said lowest compliant bidder. Provisional prices are irrevocable and open to acceptance for the bid irrevocability period. **(See Table 1 Bid Critical Information for bid irrevocability period)**

6.1.8 Qualified Bids

A bidder who qualifies its bid by submitting conditions, variations or contingent statements that are inconsistent with the terms set out in this tender may be disqualified. If a bidder is not disqualified despite such qualifications, the provisions of this tender will prevail over any such qualifications in the bid.

6.1.9 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the bid, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

6.2 Bid Submission

6.2.1 Electronic Submission Only

- (a) All bids must be submitted electronically through the Region of Waterloo's electronic bidding system website at <https://regionofwaterloo.bidsandtenders.ca/Module/Tenders/en>.
- (b) In order to submit bids, the bidder must have a bidding system vendor account and be registered for this bid.
- (c) Hard copy bids will not be accepted. Bids submitted and/or received by any other method will be rejected.

6.2.2 Bids Must Be Received on Time

- (a) Bids will only be accepted if received by the electronic bidding system by the submission deadline. The time of receipt will be determined by the electronic

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

bidding system. Late bids will not be accepted by the electronic bidding system.
(See Table 1 Bid Critical Information for submission deadline)

- (b) Bidders are cautioned that the timing of their bid submission is based on when the bid is received by the electronic bidding system, not when the bid is submitted by a bidder. Uploading bid documents may take significant time, depending on the size of the file(s) and the bidder's internet connection speed. As bid transmission can be delayed by "internet traffic jams" due to file transfer size, transmission speed, etc., bidders are advised to allow sufficient time to upload their bid and to resolve any issues that may arise. Bids not fully uploaded before the submission deadline will not be accepted by the electronic bidding system.
- (c) The electronic bidding system will send a confirmation email to the bidder advising that their bid was submitted successfully. If the bidder does not receive a confirmation email, contact the designated official immediately. **(See Table 1 Bid Critical Information for designated official information)**

6.3 Bid Security

6.3.1 Bid Bond

- (a) Bids must be accompanied by bid security in the form of a bid bond issued by a surety licensed by law to do business in the Province of Ontario. **(See Table 1 Bid Critical Information for the bid bond value and validity period)**
- (b) Bid bonds will be returned to unsuccessful bidders at such time as the earliest of the following occurs:
 - (i) the Contract is entered into between the Region of Waterloo and a selected bidder;
 - (ii) the bid is cancelled; or
 - (iii) the bid irrevocability period expires. **(See Table 1 Bid Critical Information for bid irrevocability period)**
- (c) The bid bonds of the two lowest compliant bidders will be retained until:
 - (i) a bid has been selected; and
 - (ii) the selected bidder has satisfied all pre-conditions of award as set out in 6.3;
- (d) Failure by the selected bidder to satisfy all conditions of award as set out in 6.3 will be just cause for the forfeiture of the bid bond to the Region of Waterloo, not as a penalty, but as liquidated damages sustained, and without prejudice to the rights and remedies of the Region.

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

6.3.2 Submission of Bid Security

- (a) Bidders must upload their bid security in the bid submission file labelled “Bid Security” using one of the two following options:

(i) Digital Bid Bond

To use this option, the bidder and the bidder’s surety should refer to the e-bonding information on Surety Association of Canada’s website.

(ii) Scanned Bid Bond in PDF

To use this option, the bidder must scan and upload a PDF copy of the paper bid bond. Bidders should request that their surety uses an ink seal or, if an embossed seal is used, the bidder should trace over the embossed seal prior to scanning to allow for the seal to be visible in the scanned copy.

Bidders using this option must submit the original bid bond within 24 hours of the submission deadline to the following location:

Region of Waterloo
Procurement & Supply Services Office
Reception Desk; 4th Floor
150 Frederick Street
Kitchener, Ontario N2G 4J3

The original bid bond must be submitted in a sealed envelope prominently marked with the bid number and title (**See Table 1 Bid Critical Information for bid number and title**), with the full legal name and return address of the bidder. Onus and responsibility rest solely with the bidder to deliver its bid bond to the exact location. The Region of Waterloo does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. If the bidder’s original bid bond is not received within 24 hours of the submission deadline, it will be returned to the bidder and the bidder’s bid will be disqualified.

6.4 Addenda

6.4.1 All New Information to Bidders by Way of Addenda

- (a) If the Region of Waterloo, for any reason, determines that it is necessary to provide additional information relating to this bid, such information will be communicated to all bidders by addenda.
- (b) The Region of Waterloo will post addenda to this bid in the electronic bidding system.
- (c) Each addendum will form an integral part of this bid.
- (d) Bidders must continue to check for addenda up until the submission deadline to ensure that all addenda have been obtained, reviewed and acknowledged. It is the responsibility of the bidder to obtain, review and acknowledge all addenda

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

that have been posted. (See Table 1 Bid Critical Information for the submission deadline)

- (e) The Region of Waterloo will notify bidders of the issuance of addenda via e-mail; however, it is the bidder's responsibility to ensure that it has downloaded all addenda prior to submitting its bid.
- (f) The Region of Waterloo will not be responsible or liable for any misdirected notices of addenda and/or a bidder's failure to check for addenda up until the submission deadline.
- (g) Before submitting their bid online, bidders will be required to check a box for each addendum and any applicable attachments.

6.4.2 Extension of Submission Deadline

- (a) Although the Region of Waterloo will make every effort to post addenda at least forty-eight (48) hours prior to the submission deadline, circumstance may require the Region of Waterloo to issue an addendum at any time prior to the submission deadline. Addendum issued within forty-eight (48) hours of the submission deadline may include an extension of the submission deadline.
- (b) If an addendum is issued after a bidder has submitted their bid the electronic bidding system will automatically withdraw the submission and change the status of the bid to incomplete. In that case, the bidder must open the withdrawn bid in the electronic bidding system and is responsible for making any necessary adjustments to the bid, acknowledging the addendum/addenda, and ensuring the bid is re-submitted and received by the electronic bidding system prior to the submission deadline.

6.5 Opening of Electronic Bid Submissions

Immediately following the closing of the bid, submissions will be extracted through the Region's electronic bidding system and verified and reviewed for compliance. Bidders who have submitted bids that have been disqualified by the Region of Waterloo will be notified. **(See Table 1 Bid Critical Information for the submission deadline)**

6.6 Procurement Protest Procedure

If the bidder has any complaint, disagreement or dispute in regard to the manner in which the Region of Waterloo, its elected officials, officers, employees, or its consultants and advisors, has or is carrying out the bid which cannot be resolved then the bidder will submit its complaint, disagreement or dispute in writing to the Region of Waterloo's Chief Financial Officer as soon as practicable and the Region of Waterloo's Chief Financial Officer will investigate the complaint, disagreement or dispute forthwith and provide a written report as he or she deems necessary to the bidder with the results arising from such. **(See Table 1 Bid Critical Information for designated official information)**

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

7 CONTRACT REQUIREMENT

7.1 Bids Irrevocable after Submission Deadline

Bids will be irrevocable and open for acceptance for a period running from the moment that the submission deadline passes. **(See Table 1 Bid Critical Information for submission deadline and bid irrevocability period)**

7.2 Execution of Contract

The bidder agrees that in the event its bid is selected by the Region of Waterloo, in whole or in part, it will finalize and execute the Contract in the form set out in Section B of this bid in accordance with the terms of this bid. This Agreement may be executed in counterpart in writing or by electronic signature and delivered by mail electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

7.3 Pre-conditions of Award

Within fourteen (14) days of being requested to do so, the bidder will furnish all of the following to the satisfaction of the Region of Waterloo:

- (a) executed copies of the Contract and any applicable Novation Agreements provided, duly executed by an authorized signatory of the bidder;
- (b) the required Performance Bond and Labour and Materials Payment Bond, both issued from a surety licensed by law to do business in the Province of Ontario;
- (c) the bidder's Workplace Safety and Insurance Board (WSIB) Clearance Certificate (if applicable);
- (d) proof of the bidder's compliance with sales tax requirements;
- (e) Proof of membership in good standing with the Ontario Industrial Roofing Contractors Association; and,
- (f) any other documents required herein.

This provision is solely for the benefit of the Region of Waterloo and may be waived by the Region of Waterloo.

7.4 Failure to Enter into Contract

If a selected bidder fails to execute the Contract, including any Novation Agreements if applicable, or satisfy the pre-conditions of award of bid within fourteen (14) days after being so requested, the Region of Waterloo may pursue all available remedies, including, but not limited to, claiming the bidder's bid deposit, and may, without incurring any liability, proceed with the selection of another bidder or cancel the bid process.

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

7.5 Reserved Rights of the Region of Waterloo

The Region of Waterloo reserves the right to:

- (a) reject any bids that are incomplete, unbalanced, uncertain, include extraneous conditions, are obscure or contain irregularities of any kind;
- (b) waive formalities and accept bids that substantially comply with the requirements of this bid;
- (c) verify with any bidder or with a third party any information set out in a bid;
- (d) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (e) select a bidder other than the bidder whose bid reflects the lowest cost to the Region of Waterloo;
- (f) cancel this bid process at any stage;
- (g) cancel this bid process at any stage and issue a new bid for the same or similar deliverables; or negotiate a contract for the whole or any part of the project or tender with any one or more persons whatsoever, including one or more of the bidders;
- (h) accept any bid in whole or in part;
- (i) reject any or all bids;
- (j) in the event of a tied bid, evaluate and accept a bid, in its absolute and sole discretion, based upon experience, efficiencies or cost considerations other than price. In the event of a tied bid, the Region of Waterloo also reserves the right in its sole and absolute discretion to flip a coin as between the tied bidders or to cancel and re-issue the bid; and
- (k) communicate with one or more bidders following the bid close to clarify elements of the bids.

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

7.6 Entire Agreement

7.6.1 Bid Documents Complete

The bid documents contain all the terms and conditions and requirements relating to the bid and the Contract.

7.6.2 Other Information

Any other information, including but not limited to:

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

- (a) verbal communications with any person including an elected official, officer, employee, agent or consultant of the Region of Waterloo;
- (b) written documentation from any source including from an elected official, officer, employee, agent or consultant of the Region of Waterloo;
- (c) past practices or qualifications accepted by the Region of Waterloo for prior bids; and
- (d) any industry customs are not relevant and should not be relied upon by the bidder unless such is specifically incorporated into the bid documents, or any addendum thereto, by the Region of Waterloo.

7.7 Novation Agreements

In the event that the Region has awarded Supply Contract(s) for the supply of equipment or services: **(See Table 1 Bid Critical Information for supply contracts)**

- (a) it is a term of the Contract that the Region will assign said Supply Contract(s) to the successful bidder for the Contract;
- (b) the successful bidder will be required to join in an assignment and Novation Agreement with the said Supply Contractor(s) in the form attached as Section H; and
- (c) the price(s) payable to the Supplier(s) under the Supply Contract(s) as of the tender closing date of this Contract is/are shown as a fixed price in the Form of Tender.

8 CONFIDENTIAL INFORMATION

8.1 Confidential Information of the Region of Waterloo

All information provided by or obtained from the Region of Waterloo in any form in connection with this bid either before or after the issuance of this bid:

- (a) is the sole property of the Region of Waterloo and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this bid and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from the Region of Waterloo; and
- (d) must be returned by the bidder to the Region of Waterloo immediately upon the request of the Region of Waterloo.

8.2 Confidential Information of Bidder

Bidders are advised that:

- (a) any bid submitted will become a record belonging to the Region of Waterloo; and

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

- (b) the Region of Waterloo is subject to the Municipal Freedom of Information and Protection of Privacy Act. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the Region of Waterloo, subject to specific limitations. Information submitted to the Region of Waterloo in response to this bid may be subject to disclosure under this law.

8.3 Disclosure of Information

Bidders are advised that:

- (a) any confidential information should be identified in their bids and the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the Region of Waterloo in making a determination on release if a request is made;
- (b) notwithstanding a) any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal; and
- (c) the identity of all bidders, as well as total bid prices, may be available to the public under the Region of Waterloo's Purchasing By-law.

9 LIMITATION OF LIABILITY

By submitting a bid, each bidder agrees that:

- (a) neither the Region of Waterloo nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this bid process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and**
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Region of Waterloo's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this bidding process, and the bidder will be deemed to have agreed to waive such right or claim.**

10 LIVING WAGE

The Contractor at its sole expense shall pay, as a minimum, a Living Wage to each of its employees, workers and contractors, except those that are students, engaged on the premises of the Region by the Contractor pursuant to this Contract. The Living Wage will be the hourly rate for Waterloo Region as set from time to time by the Ontario Living Wage Network - ontariolivingwage.ca. Students are persons under the age of 18 who work 28 hours a week or less when school is in session or work during a school break or summer holidays. The Region shall reserve the right to audit the Contractor's employment, worker and Contractor records to verify compliance with this provision and to set-off any monies in the event that a breach is determined. In no way shall this

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations
T2025-116

provision prevent the Contractor from paying its employees, workers and Contractors an hourly rate that is more than a Living Wage.

11 DESIGNATED SUBSTANCE INFORMATION

- (a) In the event that a designated substance investigation was undertaken in connection with this project, the designated substance investigation was undertaken for design purposes only. Copies of the designated substance report(s) on such testing are attached to these bid documents subject to the condition noted below.
- (b) Any use of, or reliance upon, any part of parts of the designated substance report(s) by any party, including a bidder, proponent, or any party or parties carrying on any work associated with the project, is at the sole risk and responsibility of such party or parties.
- (c) The Region of Waterloo makes no representation or warranty as to the accuracy, completeness or appropriateness of the contents of the designated substance report(s) and assumes no liability for same.

12 ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS – CONTRACTORS, CONSULTANTS AND SERVICE PROVIDERS

Third party Contractors who deal with the public or other third parties on behalf of the Region of Waterloo, as well as contractors who participate in developing Region of Waterloo policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Accessibility for Ontarians With Disabilities Act, 2005 (“AODA”), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, contractors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to people with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to complete the [Region of Waterloo AODA Contractor Compliance Form](#) (available on the Region of Waterloo website under the link for Accessible Customer Service Training

SECTION A – INSTRUCTIONS TO BIDDERS

84 Frederick St. Renovations

T2025-116

Requirements for Vendors), and keep on file to ensure that this information is available, if requested by the Region of Waterloo

SECTION B – CONTRACT AGREEMENT
84 Frederick St. Renovations
T2025-116

SECTION B

CONTRACT AGREEMENT

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year _____
by and between the parties

The Regional Municipality of Waterloo

hereinafter called the "*Owner*"

and

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* will:

- 1.1 diligently perform the *Work* required by the *Contract Documents* for

insert above the name of the Work

located at

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the date as stipulated in the SECTION C – SPECIAL PROVISIONS and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, and/or fully

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

complete the *Work* by the date as stipulated in SECTION C – SPECIAL PROVISIONS. However, the work will not commence until the *Consultant* has issued to the Contractor a written notice to proceed with the *Work*; and

- 1.4 provide all the labour, materials, equipment, machinery, *Products* and *Work* including, without limitation, all commissioning services required by the *Contract Documents* in order to fully complete and construct the *Work* and in accordance with, and satisfaction of, all applicable federal, provincial, municipal and local laws, regulations, rules, by-laws, guidelines, standards, permits, statutes, ordinances, and codes including, without limitation, those relating to occupational health and safety and any and all obligations, responsibilities and duties required by or set out in any site plan Agreement or approval attributable to the *Place of the Work* and/or the proposed development therein, and furnish efficient business and construction administration and superintendence consistent with the interests of the *Owner*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:
 - .1 AGREEMENT
 - .2 ADDENDA
 - .3 SPECIAL PROVISIONS:
 - (1) Special Provisions for Contract T2025-116 (attached).
 - .4 CONTRACT DRAWINGS:
 - (1) Contract Drawings Contract T2025-116 (attached).
 - .5 CONTRACT TECHNICAL SPECIFICATIONS
 - (1) Technical Specifications for Contract T2025-116 (attached).
 - .6 STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:
 - (1) Regional Municipality of Waterloo Standard Specifications and Standard Special Provisions for Road Construction (latest revision dated January 2023) (not attached).

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020
Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

- (2) Regional Municipality of Waterloo Standard Drawings (latest revision dated January 2023) (not attached).
- (3) Region of Waterloo and Area Municipal Design Guidelines and Supplemental Specifications for Municipal Services (DGSSMS) (latest revision) (not attached).
- (4) Ontario Provincial Standards (OPS) (not attached). Note: With respect to the Ontario Provincial Standards, only the “municipal and provincial common” standards in OPS Volumes 1 to 4 and the “municipal-oriented” specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for bidders for this Contract will apply for the duration of the Contract.
- .7 INSTRUCTIONS TO BIDDERS
- .8 BID
- .9 SUPPLEMENTAL CONDITIONS OF CONTRACT
 - (1) Region of Waterloo Supplemental General Conditions of Contract for Stipulated Price Contracts (latest revision dated January 2023) (attached).
- .10 GENERAL CONDITIONS OF CONTRACT
 - (1) Canadian Construction Documents Committee 2 (CCDC 2-2020) General Conditions of Contract for Stipulated Price Contracts (attached).
- .11 DEFINITIONS

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price, which excludes Value Added Taxes, is:

_____ /100 dollars \$ _____

4.2 These amounts will be subject to adjustments as provided in the *Contract Documents*.

4.3 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* will:

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations

T2025-116

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due for payment together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance* of the *Work*, as certified by the *Consultant*, and one day after all lien rights have expired, pay the *Contractor* any unpaid balance of holdback monies maintained pursuant to Part IV of the Construction Act together with such *Value Added Taxes* as may be applicable to such payment, and

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments will be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Interest begins to accrue on an amount that is not paid when it is due to be paid under this Part, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act*.
- .2 Interest does not apply in respect of any amount payable under 5.3.1

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

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020
Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

Owner

name of Owner*
150 Frederick Street, 4th Floor
Kitchener, ON N2G 4J3, Canada

address
519-743-7420

facsimile number
FacilitiesAP@regionofwaterloo.ca

email address

Contractor

name of Contractor*

address

facsimile number

email address

Consultant

name of Consultant*

address

facsimile number

email address

**If it is intended that the notice must be received by specific individual, that individual's name will be indicated*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

ARTICLE A-8 SUCCESSION

8.1 The *Contract* will enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

OWNER

Regional Municipality of Waterloo
name of Owner

signature

name and title of person signing

Signature

name and title of person signing

CONTRACTOR

name of Contractor

signature

name and title of person signing

Signature

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION B – CONTRACT AGREEMENT

84 Frederick St. Renovations
T2025-116

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

Note: This Agreement is an amended version of the original CCDC 2-2008 Agreement as permitted in accordance with CCDC 20-2008 A Guide to the Use of CCDC 2-2020 Page 7 ADAPTATION OF THE AGREEMENT.

SECTION C- SPECIAL PROVISIONS
84 Frederick St. Renovations
T2025-116

SECTION C

SPECIAL PROVISIONS

SECTION C – SPECIAL PROVISIONS

84 Frederick St. Renovations
T2025-116

1.0 CONTRACT TIME AND LIQUIDATED DAMAGES / PERFORMANCE BONUS

- (a) Time will be deemed to be of the essence for the performance of the Work of this Contract by the Contractor.
- (b) The estimated starting date for this project is February 24, 2025. The actual starting date will be stipulated in the notice to proceed with the Work.
- (c) The Contractor agrees that the estimated starting date stated herein is only an estimate.
- (d) The Contractor, having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this Contract, agrees to start the work of the Contract on or before the expiration of 10 working days from the date of written instruction to do so.
- (e) Substantial Performance of the Work will be achieved by October 31, 2025.
- (f) On this Contract, the amount assessed as liquidated damages will be \$500 per Working Day (plus applicable HST).
- (g) Liquidated damages will apply to the above-noted date of Substantial Performance of the Work. Specifically, liquidated damages will apply to Substantial Performance of the Work for every number of Working Days noted in e) until Substantial Performance of the Work is achieved.
- (h) The Contractor is also advised that a “Contractor’s Performance Bonus” in the amount of \$40,000.00 CAD (plus applicable HST) will be awarded to the Contractor if Occupancy of the Phase 1 work is achieved by July 28, 2025. Occupancy shall be as defined in the Ontario Building Code, as determined by the Consultant, as accepted by the Region of Waterloo, and written approval by the City of Kitchener.
- (i) Working Days will be assessed in accordance with the applicable General Conditions and Specifications and will apply to normal week days of Monday to Friday inclusive, excluding Statutory Holidays. There will be no extra compensation for any overtime incurred for either night work or weekend work that may be required to complete the project.

2.0. INSURANCE

- (a) Supplemental General Conditions, Clause 42, Insurance, is amended as follows:

Name the following as additional insured on the Commercial General Liability insurance coverage for this contract:

Regional Municipality of Waterloo. John MacDonald Architect.

SECTION C – SPECIAL PROVISIONS

84 Frederick St. Renovations
T2025-116

(a) For this Contract, the Contractor will provide the following alternative insurance coverage as specified in Supplemental General Conditions Clause 42:

- (i) Wrap-Up Liability Insurance
- (ii) Contractor's Pollution Liability
- (iii) Broad Form Builders' Risk Insurance
- (iv) Boiler & Machinery Insurance

4.0 SCHEDULE OF PRICES

For payment purposes, the Contractor will submit at the pre-construction meeting, a complete breakdown of the Contract Price using the Schedule of Prices template below. If, in the opinion of the Region of Waterloo, the breakdown contains prices that are unbalanced, the Region reserves the right, in its sole and absolute discretion, to make the necessary adjustments to the Schedule of Prices, which it considers fair and reasonable without affecting the total Contract Price.

Item	Description	Subtotals	Totals Column
Item 1	Requirements of the General Contractor		
1.	Mobilization and demobilization at the job site of offices, stores, conveniences, other temporary facilities, construction equipment, and other items not required to form part of the permanent works and not covered by other items of this itemized breakdown of the Stipulated Lump Sum Price.	\$ _____	
2.	Cost of Contractor's Insurance	\$ _____	
3.	Field Engineering & Layout	\$ _____	
4.	Contractor's Commissioning Tasks	\$ _____	
5.	Other Division 1 Work by the Contractor's Own Forces	\$ _____	
6.	Final Cleaning	\$ _____	
7.	Contractor's Markup (see Contract Definition)	\$ _____	
	Subtotal Item 1. Carry to Totals Column	\$ _____	\$ _____
Item 2	Other Requirements (including Division 1 work of the Trade Contractors in each case)		
1.	Selective Demolition & Hazmat Abatement (Division 02)	\$ _____	
2.	Concrete Work (Division 03)	\$ _____	
3.	Work to Existing Masonry (Division 04)	\$ _____	
4.	Steel Fabrications (to 055000 & 057000)	\$ _____	
5.	Non-Penetrative Railing Systems (to 055200)	\$ _____	
6.	Rough Carpentry (to 061000)	\$ _____	

SECTION C – SPECIAL PROVISIONS

84 Frederick St. Renovations
T2025-116

7. Finish Carpentry (to 062000)	\$	_____
8. Architectural Woodwork (to 064000)	\$	_____
9. Solid Surface Fabrications (to 066100)	\$	_____
10. Thermal and Weather Barrier Work (to 072000 & 072500)	\$	_____
11. Roofing Work (including all soffits, eaves and RWLs)	\$	_____
12. Fire and Smoke Protection (to 078400)	\$	_____
13. Sealant Work (to 079000)	\$	_____
14. Doors and Frames (to 081113)	\$	_____
15. Windows (to Division 08)	\$	_____
16. Door Hardware (to 087000)	\$	_____
17. Miscellaneous Glazing (to 088000)	\$	_____
18. Steel Studs Framing, & Boardwork (to 092000)	\$	_____
19. Lay-In Acoustic Ceilings (to 095100)	\$	_____
20. Resilient Flooring (to 096500)	\$	_____
21. Painting (to 099000)	\$	_____
22. Installation of Building Signs (to 101400)	\$	_____
23. Toilet & Shower Partitions (to 102100)	\$	_____
24. Wall and Corner Guards (to 102600)	\$	_____
25. WC & Shower Accessories (to 102800)	\$	_____
26. Lockers (to 105100)	\$	_____
27. Installation of Owner Supplied Equipment (to 110500)	\$	_____
28. Window Shades (to 125000)	\$	_____
29. Window Films (to 125250)	\$	_____
<u>Mechanical Systems</u>		
30. Mechanical General Requirements (Division 20, 22, 23, 25)	\$	_____
31. Plumbing Systems Work	\$	_____
32. Hydronic Heating Systems Work	\$	_____
33. Mechanical HVAC System Work	\$	_____
34. Commissioning of Mechanical Systems	\$	_____
<u>Electrical Systems</u>		
35. Electrical General Requirements	\$	_____
36. Distribution, Power, and Devices	\$	_____
37. Lighting Systems (265100, 265200, 265600)	\$	_____
38. Communications Systems (to 270500)	\$	_____
39. Security Systems (to 280500)	\$	_____
40. Fire Alarm System Work (to 283100)	\$	_____
<u>SiteWorks</u>		
41. Site Services (to Division 31)	\$	_____

SECTION C – SPECIAL PROVISIONS

84 Frederick St. Renovations
T2025-116

42. Site Finishes (to Division 32)	\$	_____	
43. _____	\$	_____	
44. _____	\$	_____	
45. _____	\$	_____	
Subtotal Item 2. Carry to Totals Column	\$	_____	\$

3% of Subtotal 2 that will be value of all Submittals required by this Contract and that will NOT be claimed until submission and acceptance of submittals by the required Interim Milestones

3% of Subtotals 1 and 2 that will not be claimed until Application for Substantial Performance

Item 3 Cash and Contingency Allowances

1. Testing & Inspections	\$	_____	5,000	
2. Supply of Owner Selected Equipment	\$	_____	30,000	
3. Supply of Interior Building Signage	\$	_____	25,000	
4. Provision of new Window Units	\$	_____	500,000	
5. Provision of Millwork Replacements to Apartments	\$	_____	50,000	
6. Upgrades to Vertical Transportation	\$	_____	200,000	
7. Contractor's Performance Bonus	\$	_____	40,000	
8. Contingency Allowance	\$	_____	500,000	
Subtotal Item 3. Carry to Totals Column	\$	_____	1,350,000	\$ 1,350,000

Subtotal 1 + Subtotal 2 + Subtotal 3 = Stipulated Lump Sum Price (must agree with Bid Form) \$ _____

HST (Estimate only, not an offered amount) \$ _____

SECTION D

**TECHNICAL SPECIFICATIONS
and DRAWINGS**

(To be downloaded as a separate attachment – 801 pages)

SECTION E – SUPPLEMENTARY GENERAL CONDITIONS
84 Frederick St. Renovations
T2025-116

SECTION E

SUPPLEMENTARY GENERAL CONDITIONS

SGC 1 - GENERAL

Standard Construction Document - CCDC 2-2020 for a Stipulated Price Contract, English version, consisting of the Agreement between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications.

SGC 2 - DEFINITIONS

Revise the following:

- a) Add to the end of the definition for *Owner*, “The terms “Region”, “Region of Waterloo” and “The Regional Municipality of Waterloo” are all considered the *Owner*.”

Add the following definitions:

- a) Bid Documents

Bid Documents means the documents listed in the Table of Contents of INSTRUCTIONS TO BIDDERS and in SECTION B - CONTRACT AGREEMENT.

- b) By Others

By Others, when used in the *Contract Documents*, shall not mean by someone other than the *Contractor*. The only means by which something shown or specified shall be indicated as not being in the *Contract* is by the use of the initials “N.I.C.” or the words “not in (the) *Contract*” or “by *Owner*”.

- c) Exposed

Exposed means visible by the occupants at completion of the *Work*, unless indicated otherwise. This includes roof area, mechanical and service spaces, inside cupboards and the like.

- d) Tender

The word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “*Bid Documents*”.

- e) Application for Payment

An “application for payment” shall mean a “proper invoice” pursuant to the Construction Act and shall be subject to the additional requirements as set out in GC 5.2.

- f) Close Out Documents

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

Close Out Documents mean those documents, as specified in the *Contract Documents*, required as deliverables by the *Contractor* to the *Owner* prior to the completion of the *Work*. *Close Out Documents* may include, but is not limited to Short Circuit Coordination and Arc Flash Studies, Operation and Maintenance Manuals, red lined construction drawings and extended warranties.

g) Construction Act

Construction Act means the Construction Act, R.S.O. 1990, c. C.30, as amended, and any successor legislation or amendments thereto.

h) Novation Agreement

Novation Agreement means a three-way contract which extinguishes a contract and replaces it with another contract in which a third party takes up the rights and obligations which duplicate those of one of the original parties to the agreement.

SGC 3 - GENERAL CONDITIONS

The General Conditions of Standard Construction Documents - CCDC 2-2020, Stipulated Price Contract, are the General Conditions between the *Owner* and the *Contractor*.

SGC 4 - GC 1.1 CONTRACT DOCUMENTS

a) Delete the first sentence in paragraph 1.1.1 and replace it with the following:

“The intent of the *Contract Documents* is to include the construction, labour, *Products*, *Construction Equipment* and machinery and other services necessary, complementary or ancillary, whether described or not, for the performance and completion of the *Work* by the *Contractor* in accordance with the *Contract Documents* or properly inferable from them.”

b) Replace paragraph 1.1.5.1 with:

“the order of priority of documents, from highest to lowest, shall be

- Agreement
- Addenda
- Special Provisions
- Contract Drawings
- Contract Technical Specifications
- Regional Municipality of Waterloo Standard Specifications for Unit Price Contracts
- Regional Municipality of Waterloo Standard Special Provisions for Unit Price Contracts
- Regional Municipality of Waterloo Standard Drawings for Unit Price Contracts
- Region of Waterloo and Area Municipal Design Guidelines and Supplemental Specifications for Municipal Services (DGSSMS)

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

- Region of Waterloo CCDC 2e - 2020 - Stipulated Price Contract Supplemental General Conditions
- General Conditions CCDC 2e - 2020- Stipulated Price Contract
- Ontario Provincial Standards - Standard Specifications
- Ontario Provincial Standards - Standard Drawings
- Instructions to Bidders
- Bid Submission
- Material and Finishing Schedules
- Working Drawings/Shop Drawings”

c) Add new paragraph 1.1.12 as follows:

“The *Owner* shall provide the successful *Contractor* without charge one hard copy and one electronic copy of the *Contract Documents*, exclusive of those required by jurisdictional authorities. Additional copies can be purchased by the *Contractor* at the *Owner’s* cost of reproduction, handling and sales tax.”

d) Add new paragraph 1.1.13 as follows:

“All legislation, regulations, by-laws, codes or standards quoted shall be the latest edition, including all revisions or amendments.”

e) Add new paragraph 1.1.14 as follows:

“The *Contractor* declares and represents that in entering into the *Contract* with the *Owner* for the performance of the *Work*, it has reviewed any and all documentation including, without limitation, reports provided by the *Owner* and has either visually investigated for itself the character of the *Work* to be done and all local conditions, including, without limitation, the position of all pole lines, conduits, water mains, sewers and other underground and over ground utilities and structures, as well as designated substances, or that, not having so reviewed or visually investigated, the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* which could have been reasonably identified by a visual inspection or which are identified or inferred in any information provided by the *Owner* including, without limitation, any reports, which might or could make the *Work*, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the *Contract* was signed.

Any use of, reliance upon, any part of parts of the documentation and/or report(s) by any party, including a bidder, proponent, or any party or parties carrying on any *Work* associated with the *Project*, is at the sole risk and responsibility of such party or parties. The *Owner* makes no representation or warranty as to the accuracy, completeness or appropriateness of the contents of the documentation and/or report and assumes no liability for same.

The *Contractor* further declares and represents that in bidding for the *Work* and in entering into the *Contract*, that it has satisfied itself and will assume the risk for the

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

nature and location of the *Work*, the character of the equipment and facilities needed preliminary to and during prosecution of the *Work*, the general and local conditions and all other matters which can in any way affect the *Work* under the *Contract*, and in so carrying out this examination the *Contractor* has assessed and will assume the risk for and has made its own estimate of the facilities and difficulties to be encountered; and has allowed for all conditions that could have a bearing on the cost of the *Work* or the time allowed for its completion.”

f) Add new paragraph 1.1.15 as follows:

“Except as otherwise provided for in the *Contract Documents*, all loss or damage occasioned to the *Work* or arising out of the nature of the *Work* to be done, or from the normal action of the elements or from any reasonably foreseeable circumstance in the prosecution of the same, or from any normal difficulties which may be encountered in the prosecution of the *Work*, having regard to the nature thereof, shall be sustained and borne by the *Contractor* including all material required to replace any defective or rejected *Work*, or to restore any failure shall be all at the expense of the *Contractor*. Without limiting the foregoing, where the completion date for the construction of the *Work* makes necessary the performance of all or part of the *Work* under winter conditions, then except as specifically stated otherwise in the *Contract Documents*, the *Contractor* shall do all things necessary for the performance and protection of such winter work without additional compensation or claim thereof.”

SGC 5 - GC 1.4 ASSIGNMENT

Delete paragraph 1.4.1 in its entirety and replace it with the following:

“The *Contractor* shall not assign the *Contract*, or any portion thereof, without the prior written consent of the *Owner*. The *Owner* shall be entitled to assign the *Contract* to any person, corporation or other entity (the “Assignee”). Upon the assumption by the Assignee of the *Owner*’s obligations under the *Contract*, the *Owner* shall be released from its obligations arising under the *Contract*.”

SGC 6 - GC 1.5 OWNER NOT EMPLOYER

Add new GC 1.5 as follows:

“The *Contractor* agrees that the *Owner* is not to be deemed the employer of the *Contractor* nor its personnel under any circumstances whatsoever.”

SGC 7 - GC 1.6 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Add new GC 1.6 as follows:

“The *Contractor* shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act (AODA), 2005, and the Regulations there under with regard to the

provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act (AODA), 2005, the *Contractor* shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The *Contractor* acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act (AODA), 2005, the *Owner* must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Region's Accessibility Plan can be found on the *Owner's* website."

SGC 8 - GC 2.2 ROLE OF THE CONSULTANT

- a) In paragraph 2.2.3, delete the last sentence.
- b) Delete paragraph 2.2.4 in its entirety.
- c) In paragraph 2.2.5, after "charge or supervision of construction" insert "schedule,".
- d) In paragraph 2.2.6, delete "Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,".
- e) In paragraph 2.2.15, delete "and verify that *Ready-for-Takeover* has been attained".

SGC 9 - GC 2.3 REVIEW AND INSPECTION OF THE WORK

In paragraph 2.3.4, after "inspections" insert ", reviews," in all three occurrences.

SGC 10 - GC 2.4 DEFECTIVE WORK

Add new paragraph 2.4.4 as follows:

"The *Contractor* agrees to correct, or reimburse the *Owner* for all damage to the *Work* and/or the property, goods and/or equipment of the *Owner* and/or the *Owner's* tenants, where the damage is the result of any defective work of the *Contractor*."

SGC 11 - GC 2.5 CONTRACTOR PERFORMANCE EVALUATION

Add new GC 2.5 as follows:

"The *Owner*, at any time during and/or after the completion of the *Contract*, may conduct a formal evaluation of the *Contractor's* performance in accordance with Part XVI - Performance Evaluation of the Region's Procurement By-law. The results of the formal performance evaluation shall be provided to the *Contractor*."

The *Owner's* performance evaluation process shall not limit any other rights or remedies of the *Owner* including those rights and remedies as set out in the *Contract*."

SGC 12 - GC 3.1 CONTROL OF THE WORK

- a) In paragraph 3.1.2, after "responsible for construction" insert "schedule,".
- b) Add new paragraph 3.1.3 as follows:

"The *Contractor* acknowledges, confirms, represents and warrants to the *Owner* that:

- .1 in performing the *Work*, it shall at all times exercise the degree of care and skill that ought to be exercised by contractors in performing work of the nature contemplated herein; and
- .2 it has the necessary experience, skill and expertise required to enable it to fulfil its obligations, duties, liabilities and responsibilities herein."

SGC 13 - GC 3.4 CONSTRUCTION SCHEDULE

- a) Delete paragraph 3.4.1 in its entirety and replace with the following:

"The *Contractor* shall:

- .1 at the pre-construction meeting, prior to commencement of construction, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule for the *Work*, using the latest version of MS Project, indicating the critical path for the *Work* in a contrasting colour (red) from the other activities, demonstrating that the *Work* will be performed in conformity with the *Contract Time*, and shall conform to the phasing and sequencing requirements for the *Work* as set out in the *Contract Documents* or as otherwise required by the *Consultant* or the *Owner*. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule for the *Work*. Acceptance of the construction schedule by the *Consultant* and the *Owner* does not relieve the *Contractor* of the *Contractor's* responsibilities as outlined in GC 3.1 - CONTROL OF THE WORK. This schedule shall enable the *Owner* and the *Consultant* to monitor the progress of the *Work* on a weekly basis. The *Contractor* shall attend bi-weekly meetings and any meetings of the *Owner* when reasonably called upon to do so to discuss the said schedule and subsequent progress of construction relating to said schedule;
- .2 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant G.C 3.5 - CONSTRUCTION SCHEDULE, update the schedule on a monthly basis at a minimum or as required by the *Consultant*, and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule;

- .3 perform the *Work* in accordance with the accepted construction schedule.
- .4 carry out the *Work* to completion as rapidly as possible consistent with good practice, safe working conditions and reasonable economy;
- .5 commence the *Work* immediately upon award of *Contract* and shall provide sufficient labour for the steady progress of the *Work* including overtime work, if required to meet the scheduled rate of completion, at all times working in compliance with the Occupational Health and Safety Act (OHSA); and
- .6 provide overtime work without cost to the *Owner* if such is deemed necessary to meet the schedule.”

b) Add new paragraph 3.4.2 as follows:

“*Work* shall be carried out in accordance with the required construction schedule prepared by the *Contractor* beforehand and accepted by, where applicable, the *Consultant*, and by the *Owner*.”

c) Add new paragraph 3.4.3 as follows:

“The *Contract Price* shall include all costs required to phase the *Work* of the *Project* in order that the various stages of the *Work* as called for in the *Contract Documents* and the functional needs of the *Owner* are maintained.”

SGC 14 - GC 3.5 SUPERVISION

a) In paragraph 3.5.1 on the first line after the words “who shall be in” insert “full time”.

b) In paragraph 3.5.1, after “valid reason”, add “which shall be provided in writing and in consultation with the *Consultant* and the *Owner*”.

c) Add new paragraph 3.5.3 as follows:

“The appointed representative assigned to the *Project* shall be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the *Specifications*.”

d) Add new paragraph 3.5.4 as follows:

“The *Consultant* shall reserve the right to review the record of experience and credentials of the appointed representative assigned to this *Project* prior to commencement of *Work*, during *Work* or any change of the representative by the *Contractor* pursuant to paragraph 3.5.1. Should the *Consultant* find the experience and credentials of the appointed representative assigned to this *Project* not acceptable, the *Contractor* shall replace the appointed representative with a representative acceptable to the *Consultant*.”

SGC 15 - GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- a) In paragraph 3.6.1.1 add to the end of the second line “including any warranties and service agreements which extend beyond the terms of this Contract”
- b) In paragraph 3.6.2, on the first line, delete the words “if requested by the *Owner*”.
- c) In paragraph 3.6.6, delete “has been certified” and replace with “is due for payment”.

SGC 16 - GC 3.7 LABOUR AND PRODUCTS

- a) Add new paragraph 3.7.4 as follows:
“The Contactor shall not employ any persons on the *Work* whose labour affiliation (or lack thereof) is incompatible with other labour employed in connection with this *Project*.”
- b) Add new paragraph 3.7.5 as follows:
“Ensure that rates of wages, hours and conditions of work are in accordance with codes generally recognized and accepted in the locality.”
- c) Add new paragraph 3.7.6 as follows:
“*Products* which are specified in the technical *Specifications* shall form the basis for the *Specifications* and bids. No substitutes for these may be used without the *Consultant’s* approval in writing. In applying for permission to use substitutes, the *Contractor* shall prove to the *Consultant’s* satisfaction that the substitute is equal to the specified product, and is compatible in every respect with the configuration and design of the *Project*, not requiring any change thereto to accommodate the substitution. Each application shall be accompanied by a list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.”
- d) Add new paragraph 3.7.7 as follows:
“When requesting approval for the use of substitutes, the *Contractor* shall include in their submission any effect that the substitute may have on the *Contract Price*, and be prepared to reimburse the *Owner* for all costs that may become evident later as a result of the substitution.”
- e) Add new paragraph 3.7.8 as follows:
“The *Contractor* shall use all *Products* in strict accordance with the manufacturers’ directions except where specified otherwise. Whenever specific reference to manufacturers’ direction or instructions is made in *Specifications*, the *Contractor* shall submit copies of said instructions or directions or both for approval before commencing

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

to use such *Products*. Whenever more than one Product is specified for one use, the *Contractor* may select for their use any of the *Products* so specified unless the *Specifications* or the *Drawings* indicate otherwise.

f) Add new paragraph 3.7.9 as follows:

“*Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, *Supplier* or dealer is sometimes given to assist the *Contractor* to find a source *Supplier*. This shall not relieve the *Contractor* from their responsibility from finding their own source of supply even if the source named no longer supplies the *Product* specified. If the *Contractor* is unable to obtain the specified *Product*, they shall supply a substitute *Product* equal to or better than the specified *Product*, as approved by the *Consultant* with no extra compensation. Should the *Contractor* be unable to obtain a substitute *Product* equal to or superior to the specified *Product* and the *Owner* accepts an inferior *Product*, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*.”

g) Add new paragraph 3.7.10 as follows:

"All work shall be of the highest quality performed by persons trained and skilled in accordance with the best practices for each particular Section of the *Work* and trade. Provide special work and performance standards specified."

h) Add new paragraph 3.7.11 as follows:

“Where materials or workmanship are specified to comply to a standard such as a Building Code, Canadian Standards Association, Canadian General Standards Board or American Society for Testing and Materials, it shall mean the latest revised edition of the standard at the time of receipt of bids.”

i) Add new paragraph 3.7.12 as follows:

“The *Contractor* at its sole expense shall pay, as a minimum, a Living Wage to each of its employees, workers and *Contractors*, except those that are students, engaged on the premises of the Region by the *Contractor* pursuant to this *Contract*. The Living Wage will be the hourly rate for Waterloo Region as set from time to time by the Ontario Living Wage Network - ontariolivingwage.ca. Students are persons under the age of 18 who work 28 hours a week or less when school is in session or work during a school break or summer holidays. The Region shall reserve the right to audit the *Contractor's* employment, worker and *Contractor* records to verify compliance with this provision and to set-off any monies in the event that a breach is determined. In no way shall this provision prevent the *Contractor* from paying its employees, workers and *Contractors* an hourly rate that is more than a Living Wage.”

SGC 17 - GC 3.8 SHOP DRAWINGS

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS
84 Frederick St. Renovations
T2025-116

a) In paragraph 3.8.3.1, change “determined and verified all applicable field measurements” to read “determined, verified and correlated all applicable field measurements”

b) In paragraph 3.8.7, add the following:

“The *Contractor* shall allow the *Consultant* 10 *Working Days* to review *Shop Drawings* from the date of receipt, to the date of postage with a courier. The *Contractor* shall periodically re-submit the *Shop Drawings* schedule to correspond to changes in the construction schedule. If re-submission of *Shop Drawings* are required a further 10 *Working Day* period is required for *Consultant’s* review.”

c) Add new paragraph 3.8.8 as follows:

“The *Consultant’s* review of *Shop Drawings* does not relieve the *Contractor* of their responsibility to review all information pertaining to:

- .1 detail design;
- .2 dimensions;
- .3 information pertaining to fabrication processes;
- .4 techniques of construction and installation; and
- .5 coordination of the work of *Subcontractors*.”

d) Add new paragraph 3.8.9 as follows:

“Only *Shop Drawings* indicated as “Reviewed for General Design” or “Reviewed as Noted” and bearing the *Consultant’s* review data and initials, shall be used at the *Place of the Work*.”

e) Add new paragraph 3.8.10 as follows:

“Reviewed *Shop Drawings* shall not authorize changes in cost to the *Owner* nor shall they authorize changes to the construction schedule.”

f) Add new paragraph 3.8.11 as follows:

“*Shop Drawings Provided* by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.”

g) Add new paragraph 3.8.12 as follows:

“*Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be Provided to such authority by the *Contractor* for approval.”

h) Add new paragraph 3.8.13 as follows:

“The *Contractor* shall *Provide* revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any

revisions to the *Shop Drawings* other than those requested by the *Consultant*. The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.”

SGC 18 - GC 3.9 DOCUMENT REVIEW

a) Add new GC 3.9 as follows:

“GC 3.9 DOCUMENT REVIEW

3.9.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractors* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the *Work* affected until the *Contractor* has received corrected or missing information from the *Consultant* by comparing the various *Drawings* to each other and to the applicable sections of the specification.

3.9.2 Notwithstanding the foregoing, inconsistencies and omissions shall not include lack of reference on the *Drawings* or in the *Specifications* to labour and/or *Products* that are required or normally recognized within respective trade practices as being necessary for the complete execution of the *Work*.”

SGC 19 - GC 4.1 CASH ALLOWANCES

a) In paragraph 4.1.1 add the following: “The *Consultant* may direct the *Contractor* to bid work for which payment is made from a cash allowance.”

b) Delete paragraph 4.1.4 and replace with the following:

“Where costs exceed the amount under an allowance, unexpended amounts from other cash allowances may be relocated at the *Consultant*’s direction to cover the shortfall without additional overhead and profit charges attributed. Overhead and profit charges may only be charged to overruns on the sum total of cash allowances. The maximum mark-up on authorized overrun on cash allowances shall be 5%.”

c) Delete paragraph 4.1.5 and replace with the following:

“The unexpended total cash allowance amount will be deducted from the *Contract Price* at the time of issuance of the final certificate for payment.”

SGC 20 - GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete GC 5.1 in its entirety and replace with:

“GC 5.1 TERMS OF PAYMENT ELECTRONIC FUNDS TRANSFER

The *Owner* requires all vendors to accept payment via electronic funds transfer. *Contractors* should contact the Region of Waterloo's Accounts Payable Division at 519-575-4490 ext. 3006 to set up their account for direct deposit.”

SGC 21 - GC 5.2 APPLICATION FOR PROGRESS PAYMENT

Delete GC 5.2 in its entirety and replace with:

“GC 5.2 APPLICATION FOR PROGRESS PAYMENT

5.2.1 An application for payment in accordance with this part shall be deemed to be a “proper invoice” for the purposes of Part I.1 of the Construction Act.

5.2.2 Subject to 5.2.9, applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT shall be made monthly as the *Work* progresses.

5.2.3 The *Contractor* shall submit to the *Consultant*, at least 20 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment. The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.4 Prior to each application for payment, the *Contractor* and *Consultant* shall jointly check the progress of the *Work* at the site and make approximate measurements of the *Work* completed under the *Contract*, except where the *Work* has been delayed or suspended. The joint checking of progress on the site does not bind the *Contractor* and the *Owner* in any manner in the preparation of the application for payment or the provisional payment certificate of the *Work* constructed by the *Contractor* under this *Contract*.

5.2.5 The *Contractor* shall submit in electronic format all applications for payment to both the *Owner* and the *Consultant* at their respective email addresses as indicated in ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING. An application for payment is deemed not to have been received by the *Owner* until the electronic copies have been delivered to the *Owner* and the *Consultant*.

5.2.6 The *Contractor* shall submit applications for payment in accordance with the Construction Act and, in addition, shall include with every application for payment:

- .1 a statement based on the schedule of values equal to the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* less than two weeks prior to their incorporation into the *Work*, unless otherwise approved by the *Consultant*;
- .2 supplier invoices for payments applied for under the application for payment;
- .3 a current WSIB clearance certificate as proof of good standing with the WSIB;
- .4 after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration';
- .5 deductions for maintenance security holdback pursuant to GC 12.3 WARRANTY;
- .6 other deductions as applicable, including but not limited to deficiencies holdbacks, *Contract Close Out Documents* holdbacks, and liquidated damages;
- .7 an updated construction progress report including an updated version of the construction schedule relative to the accepted baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant G.C 3.5 - CONSTRUCTION SCHEDULE.”; and
- .8 evidence showing that construction drawings have been updated (“red lined”) to mark changes to the *Work* up to the date of the current payment period.”

5.2.7 The said monthly applications for payment shall not bind the *Contractor* and the *Owner* in any manner in the preparation of the payment for the *Work* constructed by the *Contractor* under this *Contract*, but shall be construed and held to be approximate only.

5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require establishing the value and delivery of the *Products*.

5.2.9 Applications for payment may not be submitted during the period December 20 to January 5 inclusive, on Saturdays, or on holidays as defined in the Legislation Act.”

SGC 22 - GC 5.3 PAYMENT

Delete GC 5.3 in its entirety and replace with:

“GC 5.3 PAYMENT

5.3.1 After receipt by the *Owner* of a complete application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

- .1 the *Consultant* will issue to the *Owner*, with a copy to the *Contractor*, no later than 10 calendar days after receipt of the application for payment, a certificate for payment in the amount applied for, or in such amount as the *Consultant* determines to be properly due. Should the amount owing as determined by the *Consultant* differ from the amount of the *Contractor's* application for payment, the *Owner* may give notice of non-payment to the *Contractor* at the email address for the *Contractor* as set out in Article A-6 within the fourteen (14) day period from receipt of the application for payment as described in the Construction Act; and
- .2 subject to the delivery of a notice of non-payment by the *Owner* to the *Contractor* in accordance with 5.3.1.1 and section 6.4(2) of the Construction Act, the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - Payment within the twenty eight (28) day period from receipt of the application for payment as described in the Construction Act."

SGC 23 - GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

a) Delete paragraph 5.4.2 in its entirety and replace with:

"The *Owner* may refuse to pay some, or all, of the holdback amount if the *Owner* publishes a notice of non-payment in the manner as set out and within the forty (40) day period as prescribed in the Construction Act."

b) In paragraph 5.4.4 add the following:

"The *Application of Payment* of the lien holdback amount will be accompanied by:

- .1 a declaration that no notices of lien have been received;
- .2 a release in a form satisfactory to the *Consultant* releasing the *Owner* from all further claims relating to the *Contract* except in respect of outstanding work; and
- .3 copies of the certificate of *Substantial Performance of the Work* and the newspaper advertisement for *Substantial Performance of the Work*."

c) Delete GC 5.4.5 in its entirety and replace with:

"In the common law jurisdictions, the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. 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*.

In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.”

d) Delete paragraph 5.4.6 in its entirety and replace with:

“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 to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or *Substantial Performance of the* designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*. The *Contractor* will proceed diligently to remedy and rectify all items contained on the aforementioned list to the satisfaction of the *Consultant* and the *Owner*.”

e) Add new paragraph 5.4.7 as follows:

“Notwithstanding other provisions, where the *Contractor* owes monies to the *Owner* then the *Owner* may set-off such monies from payments due and owing to the *Contractor* pursuant to this *Contract*.”

f) Add new paragraph 5.4.8 as follows:

“At certification of *Substantial Performance of Work*, an amount equal to the maintenance security holdback as stipulated in 12.3.8 shall be allocated as a holdback for the preparation and delivery to the *Owner* of the *Contract Close Out Documents* and all other documents as may be required or as specified in the *Contract Documents*.”

SGC 24 - GC 5.5 FINAL PAYMENT

Delete GC 5.5 in its entirety.

SGC 25 - GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

a) Add new paragraph 6.1.3 as follows:

“No extension to *Contract Time* shall be granted for changes in the *Work* unless the *Contractor* can clearly demonstrate that such changes significantly alter the overall construction schedule submitted at the commencement of the *Work*. All costs associated with extensions of *Contract Time*, if approved, are to be included in the relevant *Change Order*.”

b) Add new paragraph 6.1.4 as follows:

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

“If changes to the *Contract* become in excess of 10% of the *Contract Price*, the *Contractor* shall inform Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this *Contract*, of these changes and shall, subject to approval by the *Consultant* and the *Owner*, initiate and pay such adjustments on behalf of the *Owner* and a *Change Order* will be issued by the *Consultant*, to reimburse the *Contractor*.”

SGC 26 - GC 6.2 CHANGE ORDER

a) In paragraph 6.2.1 add the following:

“Quotations submitted by the *Contractor* for any changes to the *Work* must be accompanied by a complete itemized breakdown of all costs so that the total price can be properly assessed. Include any costs associated with extensions in time. If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* overhead and profit shall be calculated on the following basis:

- .1 combined overhead and profit mark-up on the *Contractor's* work shall not exceed ten percent (10%);
- .2 the *Contractor's* combined overhead and profit mark-up on *Subcontractors'* work shall not exceed five percent (5%); and
- .3 combined overhead and profit mark-up charged by *Subcontractors* on their own work shall not exceed ten percent (10%).”

SGC 27 - GC 6.3 CHANGE DIRECTIVE

In paragraph 6.3.6.1 delete “percentage fee on such net increase.” and insert the following:

“overhead and profit to be calculated on the following basis:

- .1 combined overhead and profit mark-up on the *Contractor's* work shall not exceed ten percent (10%);
- .2 the *Contractor's* combined overhead and profit mark-up on *Subcontractors'* work shall not exceed five percent (5%); and
- .3 combined overhead and profit mark-up charged by *Subcontractors* on their own work shall not exceed ten percent (10%).”

SGC 28 - GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

In paragraph 6.4.1.1 add to the end of the sentence, “or any reports that were made available to the *Contractor* prior to the *Contract*”.

SGC 29 - GC 6.5 DELAYS

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

- a) In paragraph 6.5.1 in the second sentence add “and direct” between the words “reasonable” and “costs”.
- b) In paragraph 6.5.2 in the second sentence add “and direct” between the words “reasonable” and “costs”.
- c) In paragraphs 6.5.1 and 6.5.2, add the following to the end of each paragraph:
“,provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay.”
- d) In paragraph 6.5.2, delete “resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE *WORK*,”.
- e) Add the following to the end of paragraph 6.5.3.4:
“provided that the *Owner* shall, in such instance, only be liable for reasonable and direct costs incurred by the *Contractor* and shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay. Notwithstanding the foregoing, the *Contractor* shall use its best efforts to minimize the impact of such event upon the performance of the *Work* and *Contract Time*.”
- f) In paragraph 6.5.4 add the following:
“No claim for delay shall be considered valid unless a copy of the notice requested to be given to the *Consultant*, has been sent simultaneously to the *Owner*.”
- g) In paragraph 6.5.5, add the following:
“In case the additional instructions require pricing by the *Contractor*, the above 10 day period shall commence after a fully substantiated price has been submitted by the *Contractor* to the *Consultant*.”

SGC 30 - GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

Delete paragraph 6.6.3 in its entirety and replace with:

“The *Contractor* shall submit detailed claims as soon as reasonably possible and in any event no later than 30 calendar days after completion of the work affected by the situation. The detailed claim shall:

- .1 identify the item or items in respect of which the claim arises;
- .2 include a detailed account of the amount claimed;

- .3 state the grounds, contractual or otherwise, upon which the claim is based; and
- .4 include the records as may be necessary to support the claim.”

SGC 31 - GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- a) Add new paragraph 7.1.3.4 as follows:

“An “acceptable schedule” as referred to in paragraph 7.1.3.2 means a schedule reviewed and accepted by the *Consultant* and the *Owner* wherein the default can be corrected within the balance of the *Contract Time* and shall not cause delay to any other aspect of the *Work* or the work of other contractors, and in no event shall it be deemed to give a right to extend the *Contract Time*.”

- b) In paragraph 7.1.4.1 delete “provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*”.

- c) In paragraph 7.1.5.3 add “*Owner* and” between “including compensation to the” and “*Consultant* for the”. Also add “*Owner’s* and” between “for the” and “*Consultant’s* additional services”.

- d) In paragraph 7.1.5.3 delete “as certified by the *Consultant*”.

- e) Add new paragraph 7.1.7 as follows:

“In the event that the *Contract* is terminated by the *Owner*, the *Owner* shall publish a notice of termination in the manner set out in the Construction Act.”

SGC 32 - GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK, OR TERMINATE THE CONTRACT

- a) In paragraph 7.2.1, add “and the *Consultant*” between the words “bankruptcy” and “*Notice in Writing*”.

- b) Delete paragraph 7.2.3.2 in its entirety.

- c) Delete paragraph 7.2.3.3 in its entirety and replace with:

“the *Owner* fails to pay the *Contractor* when due the amounts awarded by arbitration or court, or”.

- d) In paragraph 7.2.3.4, delete “,except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,”.

- e) Add new paragraph 7.2.3.5 as follows:

“The foregoing defaults in contractual obligations shall not apply to the withholding of certificates or payments, or both, in accordance with the General Conditions, because of the *Contractor’s* failure to pay all claims promptly, nor because of the registration of liens against the *Owner’s* property, until such claims and liens are discharged.”

f) Add new paragraph 7.2.3.6 as follows:

“If the *Contractor* stops the *Work* or terminates the *Contract* as provided for in paragraph 7.2.1 to 7.2.5 above, the *Contractor* shall ensure the Place of *Work* and the *Work* is left in a safe, secure condition as required by authorities having jurisdiction as well as the *Contract Documents*.”

g) Add new paragraph 7.2.6 as follows:

“In the event that the *Contract* is terminated by the *Contractor*, the *Contractor*, or the *Owner at its discretion*, shall publish a notice of termination in the manner set out in the Construction Act.”

SGC 33 - GC 8.1 AUTHORITY OF THE CONSULTANT

Add new paragraph 8.1.4 as follows:

“Notwithstanding any other paragraph, the *Consultant* shall not have authority to make a finding and the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS shall not apply to:

- .1 any claim by a third party against the *Owner* and/or the *Contractor* for any personal injury, including death, or damage to property;
- .2 any claim for indemnity as between the *Owner* and *Contractor*; or
- .3 any claim or dispute that is insured or subject to a subrogated right of an insurer.”

SGC 34 - GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

a) In paragraph 8.3.1, add “provided both the *Contractor* and the *Owner* agree in writing,” between the words “closing,” and “the parties”.

b) In paragraph 8.3.8.1(1) replace “*Ready-for-Takeover*” with “*Substantial Performance*”.

c) Add new paragraph 8.3.9 as follows:

“Unless the arbitrator orders otherwise, each party shall bear their own costs of the arbitration and the cost of arbitrator(s) and any arbitration facilities shall be apportioned equally between the parties hereto.”

d) Add new paragraph 8.3.10 as follows:

“Any dispute or difference persisting after delivery of the *Consultant’s* finding shall be resolved by means of mediation and/or arbitration, provided both the *Contractor* and the *Owner* agree in writing.”

e) Add new paragraph 8.3.11 as follows:

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

“Notwithstanding any other paragraph, the *Contractor* or the *Owner* may at any time refer to adjudication a dispute in accordance with the Construction Act. However, subject to 8.2.14, adjudication may not be commenced if the notice of adjudication is given after the date the *Contract* is completed, unless the parties agree otherwise in writing.”

f) Add new paragraph 8.3.12 as follows:

“A notice of adjudication may not be given by either party during the period December 20 to January 5 inclusive, on Saturdays, on holidays as defined in the Legislation Act, or during the week leading up to a long weekend.”

g) Add new paragraph 8.3.13 as follows:

“All adjudications in person will be held within the jurisdictional boundaries of the Region of Waterloo unless the Parties agree otherwise.”

h) Add new paragraph 8.3.14 as follows:

“In accordance with section 13.5(1) of the Construction Act, and notwithstanding the completion of the *Contract*, the parties may refer to adjudication a dispute with the other party to the *Contract* respecting any of the following matters:

- .1 disputes regarding 9.4.3 or 12.1.1 INDEMNIFICATION;
- .2 disputes regarding the *Contractor's* obligation to perform warranty work pursuant to GC 12.3 WARRANTY; and
- .3 disputes regarding the delivery of *Close Out Documents*.”

i) Add new paragraph 8.3.15 as follows:

“In accordance to the powers prescribed in section 13.12(1) of the Construction Act, the adjudicator shall have the following powers:

- .1 compelling a party to perform warranty work pursuant to GC 12.3 WARRANTY;
- .2 to stay an adjudication where there is an abuse of process; and
- .3 compelling the parties to attend a settlement meeting.”

SGC 35 - GC 9.1 PROTECTION OF WORK AND PROPERTY

Add new paragraph 9.1.5 as follows:

“The *Contractor* shall provide and maintain hoarding and dust screens in accordance with local bylaws and Construction Safety Council, and to the *Consultant's* approval. The *Contractor* shall locate hoarding either in accordance with instructions received from the *Consultant* at the first site meeting or as specified in the Contract Documents.”

SGC 36 - GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

a) In paragraph 9.2.1, after the word “legislation” insert “and the Occupational Health and Safety Act of Ontario (OHSA) and amendments to the Act and all regulations under the Act”

b) Add new paragraph 9.2.10 as follows:

“It shall be the responsibility of the *Contractor* to ensure that the following Workplace Hazardous Material Information System regulations are adhered to on the job site:

- .1 all personnel shall have received Workplace Hazardous Materials Information Systems (WHMIS) training;
- .2 all materials being used, falling under Workplace Hazardous Materials Information Systems (WHMIS) guidelines, shall be labelled in accordance with up-to-date and valid Workplace Hazardous Materials Information Systems (WHMIS) requirements; and
- .3 appropriate Material Safety Data Sheets shall be available at all times.”

SGC 37 - GC 9.4 CONSTRUCTION SAFETY

a) Delete paragraph 9.4.1. in its entirety and replace with the following:

“The *Contractor* agrees to be the constructor for the purposes of the Occupational Health and Safety Act (OHSA). The *Contractor* shall be solely responsible for construction safety at the Place of *Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.”

b) Add new paragraph 9.4.6 as follows:

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

- .1 a current WSIB clearance certificate, as well as proof of WSIB e-Clearance registration and automatic e-Clearance renewal;
- .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, including, but not limited to, *Contractor's* Health and Safety Policy and *Contractor's* Health and Safety Program Manual ; and
- .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under Occupational Health and Safety Act of Ontario (OHSA).

c) Add new paragraph 9.4.7 as follows:

“The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultants*, successors and assigns from and against the

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

consequences of any and all safety infractions committed by the *Contractor* under Occupational Health and Safety Act of Ontario (OHSA) and Workplace Safety and Insurance Act (WSIA), including premiums, fines, penalties, claims and 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.”

d) Add new paragraph 9.4.8 as follows:

“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, will comply with directions and instructions from the *Contractor* with respect to occupational health and safety and related matters.”

e) Add new paragraph 9.4.9 as follows:

“Each *Contractor* and *Subcontractor* having an accident or incident on the *Project* site, as prescribed in Sections 8 through 11 of the Construction Regulations under the Occupational Health and Safety Act of Ontario (OHSA), shall notify the Director of Design and Construction; and the General *Contractor*, as constructor, shall advise the Workplace Safety and Insurance Board and the Ministry of Labour, if so required by the Occupational Health and Safety Act of Ontario (OHSA).”

f) Add new paragraph 9.4.10 as follows:

“Failure to comply with these provisions and all applicable legislation, including the Occupational Health and Safety Act of Ontario (OHSA), Workplace Safety and Insurance Act (WSIA), and the Environmental Protection Act (EPA) and regulations made thereunder, may result in the cancellation of this *Contract* and no further monies will be owed by the *Owner* from the date of cancellation. As well, the *Owner* may withhold any monies owing to the *Contractor* in order to cover any losses the *Owner* may incur in order to have the *Work* completed by whatever means the *Owner* deems appropriate.”

SGC 38 - GC 10.1 TAXES AND DUTIES

a) Add to the end of paragraph 10.1.2 “The *Contractor* shall keep a record of all taxes and duties carried in the *Contract Price* and records and invoices of accounts subject to such taxes and duties paid for substantiating any adjustments in the event of changes in legislation during the course of the *Contract* and for the purpose of claiming exemption or recovering taxes and duties paid.”

b) Add new paragraph 10.1.3 as follows:

“The *Owner* shall pay all applicable HST in addition to the *Contract Price*.”

c) Add new paragraph 10.1.4 as follows:

“Upon registration of this *Agreement*, the *Contractor* shall provide the *Owner* with its GST registration number.”

d) Add new paragraph 10.1.5 as follows

“For out of Ontario *Contractors* who have a GST registration number, the *Contractor* shall invoice the *Owner* for the Ontario HST for applicable goods and services delivered in Ontario. For out of Ontario *Contractors* who do not have a GST registration number, the *Owner* will self-assess the HST on applicable goods and services delivered in Ontario. If the *Contractor* does not have a business office in Canada and does not provide a waiver of income tax withholding from the Canada Revenue Agency, the *Owner* will withhold and remit income tax as necessary.”

SGC 39 - GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

a) In paragraph 10.2.1, add “...including, but not limited to Occupational Health and Safety Act of Ontario (OHSA), Workplace Safety and Insurance Act (WSIA), Environmental Protection Act (EPA) and all regulations made under these Acts.”

b) Add to the end of paragraph 10.2.2 “Application and administration work required to obtain the building permit will be performed by the *Consultant*.”

c) Add to the end of paragraph 10.2.3 as follows:

“, as well as costs associated with the filing of any “Notice of *Project*”. The *Contractor*, when necessary, shall also be responsible for the filing of the “Notice of *Project*” with the Ministry of Labour under the Occupational Health and Safety Act of Ontario (OHSA).”

d) Delete paragraph 10.2.4 and replace with the following:

“The *Contractor* shall give the required notices and shall comply, and shall require its employees, agents and *Subcontractors* and *Suppliers* to comply, with all laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes and all of the *Owner*’s policies and procedures which are or become in force and are applicable to the performance of the *Work* including, without limitation, all those relating to the preservation of the public health, occupational health and safety and to construction safety.”

SGC 40 - GC 10.4 WORKERS’ COMPENSATION

a) Delete 10.4.1 and replace with the following:

“The *Contractor* must be registered as an employer or independent operator with the Workplace Safety and Insurance Board (WSIB). The *Contractor* shall be required to enroll in the WSIB e-Clearance service and provide the Region with a clearance certificate number through the e-Clearance service. The *Contractor* must maintain his or her account with the WSIB in good standing throughout the duration of the *Work* under

this order, and shall ensure that its e-Clearance is automatically renewed prior to its expiry. At no time may *Work* proceed or continue under the *Contract* in the absence of a current clearance certificate number from the WSIB. Prior to commencing *Work* on the *Contract*, the *Contractor* shall provide proof of WSIB e-Clearance registration and automatic e-Clearance renewal.”

b) Delete 10.4.2 and replace with the following:

“The *Contractor* is also required to obtain and provide from any and all *Subcontractors*, including any and all independent operators who perform *Work* as a *Subcontractor*, copies of current clearance certificates and is expected to continue to maintain and provide updated clearance certificates throughout the period of *Work* under this *Contract*. No *Work* under this *Contract* may be performed in the absence of a current clearance certificate which applies to any *Contractor*, *Sub-contractor*, worker or independent operator who is to perform the *Work*.”

SGC 41 - GC 10.5 DUES & ASSESSMENTS

Add new G.C 10.5 as follows:

“The *Contractor* shall pay all dues and assessments payable under the Unemployment Insurance Act or any other Act, whether Provincial or Federal in respect to the *Contractor(s)*, its employees and operations.”

SGC 42 - GC 11.1 INSURANCE

Replace Section GC11.1 Insurance in its entirety with the following:

“Without restricting the generality of GC 12.1 Indemnification the following insurance coverages are specified as minimum requirements of this *Contract*.

The *Contractor's* attention is directed to the insurance requirements below. It is highly recommended that the *Contractor* confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein.

It is the responsibility of the *Contractor* and/or their insurance broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the project, *Work* or supply. The *Contractor* shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the *Region*:

a) Commercial General Liability Insurance

The *Contractor* shall maintain liability insurance acceptable to the Region throughout the term of this Agreement from the date of commencement of work until one (1) year from the date of *Substantial Performance of the Work*. Liability coverage shall be

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$5,000,000 per occurrence. Such insurance shall name the Region and any other person or party identified in the *Contract Documents*, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. A combination of primary coverage plus umbrella or excess liability insurance may be used..

If applicable to the *Work* described in the *Agreement*: such insurance coverage shall be endorsed to cover shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading.

The Region reserves the right to request an alternative to the Commercial General Liability Insurance policy in the form of a Wrap-Up Liability Insurance policy.

b) Owned and Non-Owned Automobile Liability Insurance

The *Contractor* shall maintain automobile liability insurance on all owned, non-owned and leased automobiles used in the performance of the *Work* to a limit of \$5,000,000 per occurrence throughout the term of this *Agreement* from the date of commencement of the *Work* and until one (1) year after the date of *Substantial Performance of the Work*.

c) Broad Form Contractors' Equipment Insurance

The *Contractor* shall provide and maintain during the term of the *Agreement*, Broad Form Contractors' Equipment Insurance coverage for construction machinery and equipment used by the *Contractor* for the performance of the *Work*. Such insurance shall be in a form acceptable to the Region and shall not allow subrogation claims by the insurer against the Region.

d) All Risk Installation Floater Insurance

In the event that the *Contract* includes the installation of any machinery and equipment not covered under a Builders Risk Insurance policy, the *Contractor* shall provide and maintain during the term of the *Agreement* an All Risk Installation Floater Insurance policy covering the installation of any machinery and equipment associated with the *Contract*. Coverage shall be in an amount equal to the value of the machinery and/or equipment and shall include coverage while it is in transit to, while stored at a temporary location and awaiting installation at the *Work* site.

e) Broad Form Builders' Risk Insurance

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

Unless otherwise specified in the *Contract Documents*, the *Contractor* shall provide and maintain during the term of the *Contract*, Broad Form Builders' Risk Insurance coverage (All Risk or Broad Form basis) to the amount of 1.1 times the full replacement cost of the *Contract*.

The Builders Risk shall be underwritten on the following basis:

- Policy deductible shall not exceed \$5,000 without prior approval by the Region. If a loss occurs, the deductible shall be the sole responsibility of the *Contractor*.
- The *Contractor*, their *Subcontractors*, the *Consultant*, their subconsultants, and the Region must be named as co-insured on the policy.
- The policy shall contain a clause which will allow occupancy prior to the completion or acceptance of the entire *Work*.
- A copy of the Builder's Risk Certificate (or policy if requested) shall be furnished to all parties prior to the commencement of the *Contract*.

f) Boiler & Machinery Insurance

Unless otherwise specified in the *Contract Documents*, in the event that the *Contract* includes the replacement of boilers, machinery or equipment, the *Contractor* shall provide and maintain Boiler & Machinery Insurance coverage on a Comprehensive Plus Form to the full replacement cost of the boiler, machinery and equipment.

g) Professional Liability Insurance

In the event that the *Contract* requires the *Contractor* to retain professional consultants, architects, landscape architects, planners and/or engineers, the *Contractor* shall ensure its professional consultants, architects, landscape architects, planners and engineers, providing a professional service in connection with the *Contract*, maintain until three (3) years after the *Agreement*, Professional Liability Insurance to a limit not less than \$1,000,000 per claim providing coverage for acts, errors and omissions arising from their professional services performed under this *Agreement*. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. Certificates evidencing such coverage shall be supplied to the Region prior to the completion of the *Contract* and in accordance with the provisions stated above.

h) Contractor's Pollution Liability (CPL)

When specified elsewhere in the *Contract Documents*, the *Contractor* shall take out and keep in force Contractor's Pollution Liability (CPL) coverage to ensure that their work does not exacerbate any pre-existing environmental condition during construction. Coverage shall be in an amount of not less than \$2,000,000 per claim or per occurrence, or such greater amount as the Region may from time to time require, naming the Region as an additional insured, which coverage shall be maintained in

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

force for one (1) year following the termination of the *Contract*. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

i) Aircraft and/or Watercraft Liability Insurance

In the event that any aircraft and/or watercraft are used directly or indirectly in the performance of the *Work*, Aircraft and/or Watercraft Liability coverage is required and coverage shall be in an amount of not less than \$2,000,000 per occurrence, or such greater amount as the Region may from time to time require, naming the Region as an additional insured. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

j) Provisions

Prior to commencement of the *Work*, the *Contractor* shall forward a Certificate of Insurance evidencing this insurance with the executed *Agreement* and thereafter on or prior to the expiry of the insurance coverage. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non payment of premium) prior written notice by certified mail to the Region.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the *Contractor* and that this coverage shall preclude subrogation claims against the Region and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Region and any other person insured under the policy shall be considered excess of the *Contractor's* insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the *Contractor's* obligation to fully indemnify the Region under this *Agreement*.

The Region reserves the right to modify the insurance requirements as deemed suitable. If the Region requests to have the amount of insurance increased or to obtain other special insurance for this *Contract* then the *Contractor* shall endeavour forthwith to obtain such increased or special insurance at the Region's expense.

k) Third Party Claims Process

The Region's claims process for third party *Contractor* claims is to refer the claimant directly to the *Contractor* and to leave the resolution of the claim with the *Contractor*. This applies regardless of whether or not it is an insured loss.

As the Region has a responsibility to the taxpayers, the Region must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the *Contractor*,

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

either directly by a third party or through the Region, shall be promptly investigated by the *Contractor* (its insurer or adjuster). The *Contractor* shall make contact with the third party claimant upon receipt of notice of a claim. The *Contractor* shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing (preferably by a third party adjusting firm), with a copy to the Region, of its position regarding the claim upon completion of this investigation. Such investigation shall be done in a professional manner and reasonable time frame consistent with Insurance Institute of Canada practices. The *Contractor* shall include in their response the reasons for their position. Should this position not resolve the claim and be accepted by the third party claimant, the *Contractor* shall immediately report the claim to its insurer. If the *Contractor* fails to follow this procedure, the Region may report such claims to the *Contractor's* insurer.

Nothing herein shall limit the right of the Region to investigate and resolve any such claims notwithstanding the response of the *Contractor* and/or its insurer and to seek indemnification from the *Contractor* or to exercise any other rights under the *Contract*. (Costs may include but is not limited to: adjusting fees, settlement awards, reasonable legal fees, administrative costs, etc.)

The Region may, without breaching this *Contract*, retain from the funds owing to the *Contractor* an amount that, as between the Region and the *Contractor*, is equal to the balance in the Region's favour of all outstanding debts, claims or damages, whether or not related to this *Contract*."

SGC 43 - GC 11.2 CONTRACT SECURITY

a) Add new GC 11.2 as follows:

"GC 11.2 CONTRACT SECURITY

"11.2.1 The *Contractor* shall, unless otherwise directed by the *Owner*, provide to the *Owner Contract* security as follows:

- .1 a Performance Bond, in the form prescribed in the Construction Act, that:
 - .1 is of an insurer licensed under the Insurance Act to write surety and fidelity insurance in the Province of Ontario; and
 - .2 has a coverage limit of 50% of the *Contract Price* plus HST.
- .2 a Labour and Materials Payment Bond, in the form prescribed in the Construction Act, that:
 - .1 is of an insurer licensed under the Insurance Act to write surety and fidelity insurance in the Province of Ontario;
 - .2 has a coverage limit of 50% of the *Contract Price* plus HST; and
 - .3 extends protection to *Subcontractors* and persons supplying labour or materials to the *Contract*.

11.2.2 *Contract* security shall be maintained in good standing until the end of the warranty period.

11.2.3 The Region may accept the required *Contract* security in an electronic format subject to such criteria it may deem necessary.”

SGC 44 - GC 12.1 READY-FOR TAKEOVER

Delete GC 12.1 in its entirety.

SGC 45 - GC 12.2 EARLY OCCUPANCY BY THE OWNER

- a) In paragraph 12.2.1, delete “*Ready-for-Takeover*” and replace with “*Substantial Performance*”.
- b) In paragraph 12.2.3, delete “*Ready-for-Takeover*” and replace with “*Substantial Performance*”.
- c) Delete paragraph 12.2.4 in its entirety.

SGC 46 - GC 12.3 WARRANTY

- a) In paragraph 12.3.1, delete “when *Ready-for-Takeover*” and replace with “*Substantial Performance*”.
- b) Delete paragraph 12.3.5, and replace with the following:

“The *Contractor* agrees to correct, or reimburse the *Owner* for, all damage, to the *Work* and/or the property, goods and/or equipment of the *Owner* and/or the *Owner’s* tenants, where the damage is the result of any defect or deficiency that is covered pursuant to the warranty herein.
- c) Add new paragraph 12.3.7 as follows:

“The *Contractor* shall commence or correct any deficiency within two working days after receiving a notice from the *Owner* or the *Consultant*, and complete the *Work* as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to the ongoing business of the *Owner* and/or their tenants, operational as designed, all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within 8 hours of a request made during normal business hours of the *Contractor* the *Owner* is authorized,

regardless of GC 3.1 – CONTROL OF THE WORK, to carry out all necessary repairs or replacements at the *Contractor's* expense.”

d) Add new paragraph 12.3.8 as follows:

“The *Owner* will retain until the expiry of the warranty or guarantee period money in the amount shown in the following maintenance security holdback table that may be applied by the *Owner* in satisfaction of any claims as a result of default by the *Contractor* respecting the *Contractor's* warranty obligations.

TABLE OF MAINTENANCE SECURITY HOLDBACK

Total Price	Holdback Percent
Up to \$1,000,000	4%
\$1,000,001 to \$2,000,000	3%
\$2,000,001 to \$4,000,000	2 ½%
\$4,000,001 to \$7,000,000	2 %
\$7,000,001 to \$10,000,000	1 ½%
Over \$10,000,000	1%”

e) Add new paragraph 12.3.9 as follows:

“The maintenance security holdback shall be first retained by the *Owner* when 70% or more of the total estimated value of the work has been paid and shall be shown as an amount when the *Contractor* makes application for certification that 70% of the *Contract Price* has been performed. For the purpose of this determination, the total estimated value of the work shall be the *Contract Price* less the total contingency sum plus approved *Contract Change Orders*.”

f) Add new paragraph 12.3.10 as follows:

“Should the *Contractor* fail to comply promptly with a written notice given by the *Consultant* pursuant to paragraph GC 12.3 - WARRANTY, the *Owner* may, 48 hours after such written notice to the *Contractor*, make arrangements for performance of the necessary work and recover the costs from the maintenance security holdback or collect the cost from the *Contractor*.”

g) Add new paragraph 12.3.11 as follows:

“The *Contractor* will not be entitled to any payment for interest on any monies being withheld as maintenance security holdback.”

h) Add new paragraph 12.3.12 as follows:

“Application for payment of the maintenance security holdback shall be accompanied by a release in a form satisfactory to the *Consultant* releasing the *Owner* from all further claims relating to the Contract.”

SGC 47 - GC 13.1 INDEMNIFICATION

- a) Delete paragraph 13.1.1 and replace with the following:

"Notwithstanding any other term of the contract including any exclusion, waiver, or limitation clause, (including but not limited to GC 12.2. of CCDC 2 -2008, CCDC 3-1998, CCDC 14 – 2000, CCDC 5B – 2010, CCDC 18-2001 and their successors) the Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the **Regional Municipality of Waterloo**, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns (collectively, the "Indemnified Persons") from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the Indemnified Person or Persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the material or services^a required to be supplied by the Contractor, its agents, employees, suppliers^b and/or sub-contractors on behalf of the **Regional Municipality of Waterloo**, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above were caused or contributed to by ^c the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees, suppliers and/or subcontractors (the "Defaulting Party").

In addition, the Contractor shall indemnify and save harmless the Indemnified Persons, or any of them, from liabilities arising from loss or damages suffered or incurred by third parties caused or contributed to

^a "materials" and "services" are defined terms under the *Construction Act*. In the ordinary course these terms will capture everything that a Contractor does pursuant to a general contract.

^b The CCDC family of contract distinguishes between "Suppliers" and "Subcontractors"

^c Substituted "caused or contributed to by" in place of "due to" for clarity.

by any Indemnified Persons' own negligence, if the loss or damages would not have occurred but for a breach of contract and/or the negligence of a Defaulting Party ("Secondary Negligence"). Secondary Negligence may include, but is not limited to, the failure of an Indemnified Person to identify a deficiency in work by a Defaulting Party, the failure of an Indemnified Person to supervise a Defaulting Party, or the failure of an Indemnified Person to prevent the negligence or fault of a Defaulting Party.^d

In addition, the Contractor shall indemnify and reimburse the **Regional Municipality of Waterloo** for any overpayment made by the **Regional Municipality of Waterloo** to the Contractor forthwith and, in any event, within 3 calendar days of a written demand for reimbursement made by **Regional Municipality of Waterloo** to the Contractor."

- b) Delete section GC13.1.2 in their entirety.
- c) Delete section GC13.1.3 in their entirety.

SGC 48 - GC 13.2 WAIVER OF CLAIMS

Delete GC 13.2 in its entirety.

SGC 49 - GC 14 LIQUIDATED DAMAGES

Add new GC 14 as follows:

"Without limiting any other right or remedy, the *Contractor* shall pay the Owner liquidated damages for each calendar day that the *Contractor* is in breach of the *Contract* by failing to attain *Substantial Performance of the Work* and/or completion of the *Work*. The *Contractor* acknowledges and agrees that the liquidated damages are a reasonable pre-estimation of the *Owner's* additional costs, which include but are not limited to internal staff time, additional *Consultant* costs and the *Owner's* loss of the use and enjoyment of the completed *Works*, in whole in part, as a result of the breach of *Contract*."

SGC 50 - GC 15 LIENS

Add new GC 15 as follows:

- .1 "The *Contractor* shall, and shall take all reasonable steps to, ensure that all accounts for materials supplied, *Products*, *Construction Equipment*, labour, subcontracts, sub-subcontracts, construction machinery and equipment associated with or related to the *Work* are paid in a timely manner and in accordance with the Construction Act so as to ensure that no lien or claim for lien attaches to or is registered or filed with the *Owner's* Clerk against

^d see Hudson at section 10-31 re "Secondary Negligence".

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

the *Contractor*, the *Owner*, or any property of the *Owner*, provided the foregoing shall not apply in respect of third party claims that are not related to the *Contractor*, the *Work*, the *Temporary Work*, the *Project*, the *Construction Equipment*, or the *Products*, or which arise as a direct result of *Owner's* failure to pay *Contractor* undisputed amounts duly owed by the *Owner* to *Contractor* pursuant to the terms of this *Contract*.

- .2 The *Contractor* shall ensure that other liens do not attach to, nor are advanced, registered or filed with the *Owner's* Clerk against, the *Owner*, the *Work*, the *Temporary Work*, the *Project*, the *Construction Equipment* or the *Products* or other construction machinery or equipment, or the labour associated with any of the foregoing, the *Owner's* interest in or to the any of the foregoing, or other property of the *Owner* provided the foregoing shall not apply in respect of third party claims that are not related to the *Contractor*, the *Work*, the *Temporary Work*, the *Project*, the *Construction Equipment*, or the *Products*, or which arise as a direct result of *Owner's* failure to pay *Contractor* undisputed amounts duly owed by *Owner* to *Contractor* pursuant to the terms of this *Contract*.
- .3 If any Construction Act lien or claim for lien or other lien attaches to, or is advanced, registered or filed with the *Owner's* Clerk against the *Owner*, the *Building Lands*, the *Building*, the *Place of the Work* or the *Owner's* interest in or to the Building Lands or the Building or, if any other lien related to the *Contractor*, the *Services*, the *Work*, the *Temporary Work*, the *Project*, the *Construction Equipment* or the *Products* or other construction machinery or equipment, or the labour associated with any of the foregoing attaches, is registered or filed with the *Owner's* Clerk, in breach of paragraphs 15.1 and 15.2, the *Contractor* shall discharge such lien or claim for lien, as applicable, at the *Contractor's* sole cost and expense within ten (10) calendar days after notice from the *Owner*.
- .4 If the *Contractor* fails to properly and expediently fulfill its obligations under paragraph 15.3, the *Owner* may, at the *Owner's* option, discharge the lien or claim for lien by any means whatsoever including, without limitation, by payment of monies into court or, in the case of other liens under paragraph 15. 2 only, directly to the lien claimant or by taking such other action as the *Owner*, in the *Owner's* sole discretion, deems to be expedient or advisable to effect the immediate discharge of the lien or other lien whether or not the validity of such lien or other lien is admitted or denied by the *Contractor* or any other person. Any monies or expenses paid by or costs incurred by the *Owner* pursuant to this paragraph 15.1 including, without limitation, legal fees and disbursements on a substantial indemnity basis and all monies paid into court as security for costs, shall be paid by the *Contractor* to the *Owner* within five (5) calendar days of the issuance of an invoice therefor by the *Owner*. The *Owner* may, at the *Owner's* option, holdback or set-off all or a portion of such monies, costs and expenses from the *Contract Price*,

or any other amount owing to the *Contractor* as applicable, or any payment on account to the *Contractor*, as applicable, or back charge to the *Contractor* such sum of money as will fully indemnify *Owner* for such costs and expenses.

- .5 Notwithstanding any provision to the contrary in the *Contract Documents* or any customary practice or any common industry practice, in no event shall the *Owner* be required to make any payment to the *Contractor* of any kind whatsoever when any Construction Act lien, claim for lien or other lien relating to the *Contractor*, the *Work*, the *Temporary Work*, the *Project*, the *Construction Equipment* or the *Products* is registered or filed with the *Owner's* Clerk against the *Owner*, the Building, the Building Lands or, the *Owner's* interest in either or both."

SGC 51 - GC 16 CONSUMER PRICE INDEX ADJUSTMENT

Add new GC 16 as follows:

- .1 "Consumer Price Index (CPI) adjustment will be based on the Statistics Canada Building Construction Index for Non-residential Buildings (BCPI) for the eleven census metropolitan area composite.
- .2 The BCPI for Non-residential Buildings is determined and updated on a quarterly basis. (See Statistics Canada. [Table 18-10-0276-02 Building construction price indexes, by type of building](#))
- .3 BCPI adjustment will be paid on a quarterly basis and will be included as a *Change Order* in one of the regular monthly progress payments following the specific quarter in which the work was completed.
- .4 Work completed during a specific quarter will be subject to the aforementioned BCPI adjustment, where the base BCPI is equal to the BCPI as published in the quarter in which the *Contract* was tendered.
- .5 BCPI adjustments will not apply to work completed under a *Change Order*.
- .6 BCPI adjustments will not apply to work completed under a *Novation Agreement*.
- .7 In the event that the Contract not achieve the contractual date and/or days allowed for *Substantial Performance* and/or *Completion* of the work as specified, BCPI adjustment will not apply to work completed after the aforementioned deadline(s).
- .8 The BCPI adjustment is determined as follows:

$$\text{BCPI adjustment} = \sum_{\text{total}} \times \Delta_{\text{BCPI}}$$

where

$$\sum_{\text{total}} = \text{Total value of work (\$) completed during a specific quarter} = \$_2 - \$_1$$

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations

T2025-116

where

\$₂ = Total value of work (\$) completed to the end of the specific quarter; and

\$₁ = Total value of work (\$) completed to the end of quarter previous to the specific quarter, all excluding value of all work completed in *Change Orders* and *Novation Agreements*.

While

$$\Delta_{BCPI} = (I_B - I_A)/I_A$$

where

I_A = the base BCPI; and

I_B = the BCPI for the specific quarter.

SECTION F

GENERAL CONDITIONS OF CONTRACT

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

1 LOCK OUT-TAG OUT (LOTO) PLACARDS

The Contractor shall develop equipment specific Lock Out-Tag Out (LOTO) placards using the Region of Waterloo's standard Excel template (DOCS #4216436) for equipment which meets one or more of the following criteria:

- i. Equipment supplied with 208 VAC or greater, or
- ii. Equipment has two or more sources of energy, or
- iii. Equipment has unpredictable movement/ motion

Either through this process or Asset Management activities, the Contractor shall affix an equipment ID label to all assets requiring a LOTO placard according to the Region's standard label template. Following a successful final review of all draft placards by the Region, the Contractor shall provide the following deliverables:

1. Individual PDF copies of each LOTO placard
2. Single PDF file with all placards for the site, including cover page, page numbers & table of contents (w/ clickable links)
3. Printed placard set in a standard yellow 3-ring binder including cover page, spine label, page numbers & table of contents
4. Excel workbook with placard data
5. Photographs used to develop LOTO Placards

The Contractor will be expected to deliver the binder of completed placards to the site and store them in an agreed-upon location (i.e. mechanical/ electrical room, maintenance office, etc.).

The following is an example of a typical LOTO Placard.

SECTION E – SUPPLEMENTAL GENERAL CONDITIONS

84 Frederick St. Renovations
T2025-116

LOCKOUT PROCEDURE			 Region of Waterloo		
Page 1 of 2	Ver #1	2022-08-19		Equipment Name:	Equipment Code:
OUTSIDE (NORTH WEST)				COOLING_SYSTEM-CHILLER-01	1003648
ADDRESS			Only trained, authorized individuals shall use this procedure!		
LOCKOUT INSTRUCTIONS - To completely de-energize perform the following steps					
ALWAYS PERFORM A MACHINE SHUTDOWN SEQUENCE BEFORE LOCKING OUT DISCONNECTS					
OVERALL SYSTEM PHOTO #1	EQUIPMENT LABEL - CHILLER 1	LOCAL DISCONNECT SWITCH - CHILLER 1			
					
ELECTRICAL SOURCE - SWITCHBOARD AAA	EQUIPMENT LABEL - PANEL AAA	BREAKER SCHEDULE - SWITCHBOARD AAA			
					
LOCKOUT INSTRUCTIONS - To completely de-energize perform the following steps					
ALWAYS PERFORM A MACHINE SHUTDOWN SEQUENCE BEFORE LOCKING OUT DISCONNECTS					
If system cannot be locked out or if system fails verification, contact your supervisor					
<ul style="list-style-type: none"> • Notify <u>all</u> affected personnel before servicing equipment and before returning it to service • Always perform check to verify energy is controlled, isolated or released • Work only under <u>your</u> approved lock & tag 					

APPENDIX 1

DESIGNATED SUBSTANCE INFORMATION

(To be downloaded as a separate attachment – 137 pages)

T2025-116 - 84 Frederick St. Renovations

January 9, 2025 2:00 PM
January 30, 2025 2:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a **"MANDATORY"** line item.

If the line item and/or table is **"NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is **"NON-MANDATORY"** and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the **"EDIT PRICING"** button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Pricing Schedule - Item 1

Item No.	Category	Decription	Unit of Measure	Quantity	Unit Price *	Total
1.1	Requirements of the General Contractor	Mobilization and demobilization at the job site of offices, stores, conveniences, other temporary facilities, construction equipment, and other items not required to form part of the permanent works and not covered by other items of this itemized breakdown of the Stipulated Lump Sum Price.	L.S.	1		
1.2	Requirements of the General Contractor	Cost of Contractor's Insurance	L.S.	1		
1.3	Requirements of the General Contractor	Field Engineering & Layout	L.S.	1		
1.4	Requirements of the General Contractor	Contractor's Commissioning Tasks	L.S.	1		
1.5	Requirements of the General Contractor	Other Division 1 Work by the Contractor's Own Forces	L.S.	1		
1.6	Requirements of the General Contractor	Final Cleaning	L.S.	1		
1.7	Requirements of the General Contractor	Contractor's Markup (see Contract Definition)	L.S.	1		
Subtotal:						

Pricing Schedule - Item 2

Item No.	Category	Decription	Unit of Measure	Quantity	Unit Price *	Total
2.1	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Selective Demolition & Hazmat Abatement (Division 02)	L.S.	1		
2.2	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Concrete Work (Division 03)	L.S.	1		
2.3	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Work to Existing Masonry (Division 04)	L.S.	1		
2.4	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Steel Fabrications (to 055000 & 057000)	L.S.	1		
2.5	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Non-Penetrative Railing Systems (to 055200)	L.S.	1		
2.6	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Rough Carpentry (to 061000)	L.S.	1		
2.7	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Finish Carpentry (to 062000)	L.S.	1		
2.8	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Architectural Woodwork (to 064000)	L.S.	1		
2.9	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Solid Surface Fabrications (to 066100)	L.S.	1		

2.10	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Thermal and Weather Barrier Work (to 072000 & 072500)	L.S.	1		
2.11	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Roofing Work (including all soffits, eaves and RWLs)	L.S.	1		
2.12	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Fire and Smoke Protection (to 078400)	L.S.	1		
2.13	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Sealant Work (to 079000)	L.S.	1		
2.14	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Doors and Frames (to 081113)	L.S.	1		
2.15	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Windows (to Division 08)	L.S.	1		
2.16	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Door Hardware (to 087000)	L.S.	1		
2.17	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Miscellaneous Glazing (to 088000)	L.S.	1		
2.18	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Steel Studs Framing, & Boardwork (to 092000)	L.S.	1		
2.19	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Lay-In Acoustic Ceilings (to 095100)	L.S.	1		
2.20	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Resilient Flooring (to 096500)	L.S.	1		
2.21	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Painting (to 099000)	L.S.	1		
2.22	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Installation of Building Signs (to 101400)	L.S.	1		
2.23	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Toilet & Shower Partitions (to 102100)	L.S.	1		
2.24	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Wall and Corner Guards (to 102600)	L.S.	1		
2.25	Other Requirements (including Division 1 work of the Trade Contractors in each case)	WC & Shower Accessories (to 102800)	L.S.	1		
2.26	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Lockers (to 105100)	L.S.	1		
2.27	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Installation of Owner Supplied Equipment (to 110500)	L.S.	1		
2.28	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Window Shades (to 125000)	L.S.	1		
2.29	Other Requirements (including Division 1 work of the Trade Contractors in each case)	Window Films (to 125250)	L.S.	1		
2.30	Mechanical System- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Mechanical General Requirements (Division 20, 22, 23, 25)	L.S.	1		
2.31	Mechanical System- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Plumbing Systems Work	L.S.	1		
2.32	Mechanical System- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Hydronic Heating Systems Work	L.S.	1		
2.33	Mechanical System- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Mechanical HVAC System Work	L.S.	1		
2.34	Mechanical System- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Commissioning of Mechanical Systems	L.S.	1		

2.35	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Electrical General Requirements	L.S.	1		
2.36	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Distribution, Power, and Devices	L.S.	1		
2.37	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Lighting Systems (265100, 265200, 265600)	L.S.	1		
2.38	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Communications Systems (to 270500)	L.S.	1		
2.39	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Security Systems (to 280500)	L.S.	1		
2.40	Electrical System-Other Requirements (including Division 1 work of the Trade Contractors in each case)	Fire Alarm System Work (to 283100)	L.S.	1		
2.41	Site Works- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Site Services (to Division 31)	L.S.	1		
2.42	Site Works- Other Requirements (including Division 1 work of the Trade Contractors in each case)	Site Finishes (to Division 32)	L.S.	1		
					Subtotal:	

Cash Allowance

Line Item	Description	Quantity	Amount	Total Cash Allowance
1	Testing & Inspections	1	\$5,000.0000	\$ 5,000.00
	Supply of Owner Selected Equipment	1	\$30,000.0000	\$ 30,000.00
	Supply of Interior Building Signage	1	\$25,000.0000	\$ 25,000.00
	Provision of new Window Units	1	\$500,000.0000	\$ 500,000.00
	Provision of Millwork Replacements to Apartments	1	\$50,000.0000	\$ 50,000.00
	Upgrades to Vertical Transportation	1	\$200,000.0000	\$ 200,000.00
	Contractor's Performance Bonus	1	\$40,000.0000	\$ 40,000.00
Subtotal:				\$ 850,000.00

Contingency

Line Item	Description	Quantity	Amount	Total Contingency
1	Contingency	1	\$500,000.0000	\$ 500,000.00
Subtotal:				\$ 500,000.00

Labour Rate

Item No.	Category	Rate Per Hour *
1	Project Manager	
2	Site Superintendent	
3	Co-ordinator of Commissioning Activities	
4	Journeyman Carpenter	
5	General Labourer	
6	Journeyman Mason	
7	Journeyman Plumber	
8	Journeyman Gas Fitter	
9	Journeyman Sheet Metal Worker	
10	Journeyman Electrician	
11	Fire Alarm Technician	

Unit Rates

Item No.	Category	Unit of Measure	Price *
1	Provision of the removal and disposal of existing reinforced concrete slab-on-grade (floor type 'Fx1')	SF	
2	Provision of new concrete slab-on-grade (floor type 'F1') complete with compacted base	SF	
3	Provision of new resilient linoleum flooring	SF	
4	Provision of new Lay-in acoustic tiles (to Section 095100), for use in spot replacement of existing ceilings over and above that which is included in the base Contract Price	per nominal 2x4 tile	
5	Provision of the complete replacement of 1" ø copper hot and/or cold water supply piping. The work of this Unit Price includes all piping, fittings, and pipe insulation.	per 8'linear length of pipe section	
6	Provision of the complete replacement of 1" cast brass hot water supply and/or return piping of the perimeter radiation system. The work of this Unit Price includes all piping, fittings, and pipe insulation.	per 8'linear length of pipe section	
7	Provision of 1" (25mm) ø EMT conduit c/w pull string, fittings and device box, from device box located at 16" a.f.f. up to ceiling space of room, and to nearest corridor ceiling space above	per device	
8	Installation of an electrical device, complete with rough-in box, (switch, duplex outlet, sensor, pot light, or similar) to specification	per unit (Product not included)	

Summary Table

Bid Form	Amount
Pricing Schedule - Item 1	
Pricing Schedule - Item 2	
Cash Allowance	\$ 850,000.00
Contingency	\$ 500,000.00
Subtotal Contract Amount:	

Documents

Ensure your Bid submission document(s) conforms to the following:

1. Documents should be in PDF format. Documents should NOT be provided in any other format.
2. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.
3. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.

BID DEPOSIT

6.3.2 Submission of Bid Security

- a. Bidders must upload their bid security in the bid submission file labelled "Bid Security" using one of the two following options:
 - i. **Digital Bid Bond**

To use this option, the bidder and the bidder's surety should refer to the e-bonding information on [Surety Association of Canada's website](#).

- ii. **Scanned Bid Bond in PDF**

To use this option, the bidder must scan and upload a PDF copy of the paper bid bond. Bidders should request that their surety uses an ink seal or, if an embossed seal is used, the bidder should trace over the embossed seal prior to scanning to allow for the seal to be visible in the scanned copy.

Bidders using this option must submit the original bid bond within 24 hours of the submission deadline to the following location:

Region of Waterloo

Procurement & Supply Services Office

Reception Desk; 4th Floor

150 Frederick Street

Kitchener, Ontario N2G 4J3

The original bid bond must be submitted in a sealed envelope prominently marked with the bid number and title (**See Table 1 Bid Critical Information for bid number and title**), with the full legal name and return address of the bidder. Onus and responsibility rest solely with the bidder to deliver its bid bond to the exact location. The Region of Waterloo does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. If the bidder's original bid bond is not received within 24 hours of the submission deadline, it will be returned to the bidder and the bidder's bid will be disqualified.

- 10% of Bid Price * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

- 1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- 2. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- 3. I/We, certify that we are in full compliance with all accessibility standards under the Accessibility for Ontarians with Disabilities Act, 2005 and the Regulations thereunder, including the Integrated Accessibility Standards Regulation O. Reg. 191/11, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
- 4. When submitting a bid, all vendors shall acknowledge their awareness and understanding of standards that the Region of Waterloo expects in relation to integrity, honesty and ethical behaviour.

■

II/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

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