

Request for Tender

Document Number: 2026-353T

Document Title: INTERIOR RENOVATIONS FOR PEEL REGIONAL POLICE AT 180 DERRY ROAD EAST, MISSISSAUGA

Date Issued: Tuesday, June 2, 2026

Non-mandatory site visit date: Wednesday, June 17, 2026

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System no later than:

**12:00 noon local time
Tuesday, June 30, 2026**

A Bidder's representative should attend the non-mandatory site visit where applicable.

It is the Bidder's sole responsibility to ensure that:

- **the submission is received electronically by the Agency through the Bidding System by the date and time specified above**
- **the submission is accompanied by all required documentation including but not limited to a digital bid bond in the amount of \$300,000.**

Procurement Representative: Colin Zeng, Senior Procurement Analyst
Email: colin.zeng@peelregion.ca

The following General Contractors have been prequalified for this project in accordance with prequalification Document 2025-458PQ:

- 1. Defaveri Group Contracting Inc.**
- 2. METTKO Construction Ltd.**
- 3. Pegah Construction Ltd.**
- 4. Coreplan Construction Inc.**
- 5. Gordon Bush Inc.**
- 6. Rodas McKnight Constructors Inc.**
- 7. Ross Clair Contractors Inc.**
- 8. Collaborative Structures Limited**
- 9. Maracon Construction Limited**
- 10. Laurin & Company**
- 11. Gen-Pro /1320376 Ontario Ltd.**
- 12. M.J. Dixon Construction Limited**
- 13. Struct-con Construction Ltd.**

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For INTERIOR RENOVATIONS FOR PEEL REGIONAL POLICE AT 180 DERRY ROAD EAST, MISSISSAUGA, as required, and as specified within this Document.

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Instructions to Bidders

1. DEFINITIONS

- (a) "Agency" means The Regional Municipality of Peel, Peel Regional Police, Peel Housing Corporation and any other government or agency or board on behalf of which The Regional Municipality of Peel is acting and for the purposes of the performance of the Contract shall mean the municipality or entity awarding the Contract. For purposes of the Contract, "Agency" shall include "Owner" as defined in the Contract.
- (b) "Bidder" means any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted a Bidder Submission in response to the Document. Furthermore, the definition of "Bidder" shall include any entity affiliated or related to the Bidder (including any entity with the same directing mind as the Bidder) as determined in the discretion of the Director of Procurement, in consultation with the Regional Solicitor.
- (c) "Bidder Submission" means the document as completed by the Bidder for the purpose of offering to sell to the Agency the goods and/or services specified in the Document, and includes but is not limited to quotations, tenders and proposals.
- (d) "Bidding System" means the electronic system used by the Agency for its public tenders, bids and request for proposals at the following website: peelregion.bidsandtenders.ca, which is required to be used for all dissemination of information by or on behalf of the Agency and all submissions from Bidders for this Document.
- (e) "Contract" means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in this Document and represents the entire agreement between the parties.
- (f) "Document" means the document describing the goods and/or services to be purchased and the terms upon which the goods and/or services are to be purchased and includes, without limitation, those documents referenced on the index of the Document and such addenda as may be issued by the Agency from time to time.
- (g) "Operator" means the Owner's operations and maintenance employees, and/or contract operator of the site where the Work is being performed.
- (h) "Procurement Representative" means the person named as the Procurement Representative or designate on the Document.
- (i) "Region of Peel" has the same meaning as the Agency.
- (j) "Vendor" means the successful Bidder and includes the term "Contractor" who enters into the Contract with the Agency for the provision of the goods and/or services set out in this Document.

2. INFORMATION AND COMMUNICATIONS

- 2.1 Any questions or information required regarding this Document must be submitted through the Bidding System via peelregion.bidsandtenders.ca by clicking the 'Submit a Question' button for the selected bid opportunity at least four working days prior to closing. Do not submit your questions via e-mail. No oral communications will be considered binding.

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- 2.2 Any Bidder who requests and/or receives any information, with regards to this Document, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration.
- 2.3 It is recommended that vendors add noreply@bidsandtenders.ca to their "safe senders" lists in their e-mail systems and monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by bidsandtenders.ca that relate to this bid opportunity.
3. **NON-MANDATORY SITE VISIT**

- 3.1 One (1) non-mandatory site visit is scheduled in order to ascertain the Work requirements outlined in the Bid Document. The site visit will be held as indicated in the Online Bidding System and below. Additional site visits will not be permitted.

Non-Mandatory Site Visit

Date and Time: Wednesday, June 17, 2026, at 9:30 AM
Location: Peel Regional Police, 180 Derry Road East,
Mississauga
Meeting Details: In front of the main entrance

- 3.2 Bidders are reminded that this site visit is NON-MANDATORY. Attendance will be at the discretion of the Bidder, however, Bidders who choose not to attend will be deemed to have received all of the information made available to attendees. A Bidder's failure to attend the non-mandatory site visit is at the Bidder's sole risk and responsibility.
- 3.3 During the site visit, Bidders may ask questions and seek clarifications pertaining to the Bid Document. Notwithstanding that the Agency may give oral answers at a site visit, such answers shall not be considered final unless issued by way of an Addendum to the Bid Document. Therefore, Bidders are strongly encouraged to submit such questions in writing and in accordance with the instructions contained in the Bid Document.
- 3.4 No statement, consent, waiver, acceptance, approval or anything else said or done in any site visit by the Agency or any of its respective advisors, employees or representatives shall amend or waive any provision of the Bid Document, or be binding on the Agency or be relied upon in any way by Bidders, except when and only to the extent expressly confirmed in an Addendum to the Bid Document issued in accordance with the process identified in the Bid Document.

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**4. DATE AND PLACE FOR RECEIVING BIDDER SUBMISSIONS AND
ACCEPTANCE PERIOD**

- 4.1 ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System and must be received on or before 12:00 noon local time in Brampton, Ontario on Tuesday, June 30, 2026.
- 4.2 The closing date and time shall be determined by the Agency's Bidding System.
- 4.3 This procurement is being advertised in accordance with the applicable procurement obligations outlined in the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canadian Free Trade Agreement (CFTA), and the Ontario-Quebec Trade and Cooperation Agreement (OQTCA).
- 4.4 Bidder Submissions submitted and/or received by any other method will be disqualified by the Agency unless instructed otherwise by published addenda in respect of the Document.
- 4.5 Only documents found on the Region of Peel's website at peelregion.bidsandtenders.ca are to be considered "official" documents. The Region of Peel accepts no responsibility for the accuracy or completeness of information found on other websites. The onus is on the Bidder to check the Region of Peel's website to verify they have received all relevant information. The Bidder risks submitting a non-compliant bid if addenda or other required information is missing, and disqualification could result.
- 4.6 It is the Bidder's sole responsibility to ensure their Bidder Submission is received by the time and date specified in the Agency's Bidding System. The receipt of Bidder Submissions can be delayed due to a number of factors including, but not limited to, "internet traffic", file transfer size, and transmission speed. The Bidder should allow sufficient time to upload its Bidder Submission, including any attachments. Late Bidder Submissions will not be accepted by the Agency's Bidding System.
- 4.7 A Bidder Submission will only be considered to be submitted once it has been RECEIVED by the Agency in its Bidding System, regardless of when the Bidder Submission was submitted by the Bidder.
- 4.8 Bidders will be sent a confirmation e-mail by the Agency's Bidding System to the e-mail address provided by the Bidder when it registered as a Plan Taker in the Bidding System for the Document advising that its Bidder Submission was submitted successfully. Bidders should not consider its Bidder Submission to have been submitted until it has received the confirmation e-mail.

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- 4.9 The Bidder is solely responsible for the delivery of its Bidder Submission in the manner and by the closing date and time prescribed in the Agency's Bidding System. Each Bidder is responsible for the actual delivery of its Bidder Submission prior to the closing time and closing date.
- 4.10 The Agency is not responsible for any incomplete or misdirected Bidder Submissions due to electronic technical problems arising out of the Bidder's use of the Agency's Bidding System.
- 4.11 Bidder Submissions received by the Agency in accordance with the terms and conditions of the Document shall be irrevocable and open for acceptance for a period of 90 days following the date of the Bidder Submission closing.

5. ADDENDA

Addenda, if required, issued by the Procurement Representative and related to this Contract shall hereby form part of the Contract.

Any addenda related to this Contract will be posted through the Bidding System at peelregion.bidsandtenders.ca. Although the Bidding System will attempt to notify registered Bidders of when addenda are posted on the Bidding System, the Agency does not guarantee any receipt of notifications by Bidders and waives any responsibility. It is the sole responsibility of Bidders to check the Bidding System often to inform themselves of any posted addenda.

Bidders shall acknowledge receipt of any addenda when submitting their Bidder Submission through the Bidding System. Bidders shall check a box for each addendum and any applicable attachments that have been issued before a Bidder can submit their Bidder Submission online all in accordance with the terms and conditions of the Document and the Bidding System.

The Agency encourages Bidders not to submit their Bid Submission prior to forty-eight hours before the Document closing time and date, in the event that an addendum is issued. If a Bidder submits their Bidder Submission prior to this or at any time prior to the Document closing and an addendum is issued by the Agency, the Bidding System shall WITHDRAW their Bidder Submission and change their Bidder Submission to an INCOMPLETE STATUS (NOT accepted by the Agency) and the withdrawn Bidder Submission can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bidder Submission;
- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted Bidder Submission is RECEIVED by the Agency through the Bidding System no later than 12:00 noon local time on the Document closing date.

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NOTES TO BIDDERS: Additional company contacts are recommended for the reasons outlined below:

- Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition, for example a company may have two divisions that could compete for the same bid opportunity.
- You are strongly urged, when creating or updating a Bidding System Bidder account, to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc., these additional contacts may act on your company's behalf and have the authority to receive addendum notifications from the Bidding System and where permitted by the terms and conditions of the Document, to submit Bidder Submissions electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the e-mail invitation. Do NOT go directly to peelregion.bidsandtenders.ca website and create a separate Bidder account.

6. **CONTRACT AWARD**

The Agency reserves the right to award the Contract in its entirety or in part to one or more Vendors in accordance with its requirements. Prior to award, the Agency reserves the right to perform a site visit at the Bidder's facilities for the purpose of evaluating the Bidder Submission.

Without limiting, and in addition to all other rights to which the Agency is entitled pursuant to this Document, the Agency shall be entitled to fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency.

7. **PRIORITIZING CANADIAN GOODS AND SERVICES**

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Bidders shall note that in response to trade tariffs imposed in 2025 by the United States of America ("U.S.") on Canadian goods and retaliatory tariffs imposed by Canada on U.S. goods, Peel Regional Council has endorsed the prioritization of Canadian and other non- U.S. goods and services over those of the U.S. in the Agency's procurement of goods and services, for such time as such tariffs are in effect.

7.1 Definitions

For the purposes of this Document and Contract, the following definitions shall apply:

7.1.1 "Canadian Business Subsidiary" means a corporation operating in Canada, that acts as a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of goods and services and is controlled by a parent corporation outside of Canada, and where:

- the business subsidiary has permanent offices or production facilities in any province or territory of Canada, and
- a minimum of 70% of the deliverables will be provided by employees based in Canada.

7.1.2 "Canadian Vendor" means a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

- has its headquarters or principal place of business in any province or territory of Canada; or
- has at least 70% of its employees in Canada at the time and date of bid closing of the applicable procurement process; or
- is a Canadian Business Subsidiary.

7.1.3 "Non-U.S. Business Subsidiary" means a business subsidiary controlled by a parent corporation operating on a permanent basis in the U.S., that acts as a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of goods, where:

- the business subsidiary has permanent offices or production facilities outside of the U.S.; and
- a minimum of 70% of the deliverables will be provided by employees based outside of the U.S.

7.1.4 "Non-U.S. Vendor" means a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of any

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business structure that does not meet the definition of “U.S. Based Vendor”.

- 7.1.5 “Trade Partner Vendor” means a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of any business structure that conducts its activities on a permanent basis within a country that is a party to an international trade agreement applicable to municipalities in Canada. The Trade Partner Vendor either:
- has its headquarters or main office within a country that is a party to an international trade agreement applicable to municipalities in Canada, or
 - has at least 70% of its employees based in a country that is a party to an international trade agreement applicable to municipalities in Canada at the time and date of bid closing of the applicable procurement process.

- 7.1.6 “U.S. Based Vendor” means a Bidder, Vendor, supplier, subcontractor, subconsultant, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in the U.S. The business either:
- has its headquarters or principal place of business in any state or territory of the U.S.; or
 - has at least 70% of its employees in the U.S. at the time and date of bid closing of applicable procurement process.

U.S. Based Vendor does not include a Non-U.S. Business Subsidiary.

7.2 Bidder Eligibility

- 7.2.1 The Agency’s intent is to award the Contract to a compliant Bidder Submission meeting the requirements of the Document and where the Bidder origin meets the definition of a Canadian Vendor or Canadian Business Subsidiary or Non-U.S. Business Subsidiary or Trade Partner Vendor, unless otherwise deemed not feasible in the sole and absolute discretion of the Agency.
- 7.2.2 In order to be considered for Contract award, Bidders must complete in full the Bidder Origin Attestation table in the Online Bidding System Forms.
- 7.2.3 A Bidder’s failure to provide accurate information in the Bidder Origin Attestation table may result in disqualification of the Bidder Submission and/or termination of any resulting Contract.
- 7.2.4 The Agency reserves the right to award the Contract to a compliant Bidder Submission meeting the requirements of the Document, where the Bidder origin meets the definition of a U.S. Based Vendor, only under circumstances where no Canadian

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Vendor or Canadian Business Subsidiary or Non-U.S. Business Subsidiary or Trade Partner Vendor are available to satisfy the requirements of the Agency, as determined in the sole and absolute discretion of the Agency.

7.3 Subcontractors, Subconsultants, and Suppliers

- 7.3.1 The awarded Vendor shall only be permitted to carry, utilize, and contract with subcontractors, subconsultants, and suppliers to perform the Work and provide deliverables, that meet the defined requirements of a Canadian Vendor or Canadian Business Subsidiary or Non-U.S. Business Subsidiary or Trade Partner Vendor, unless otherwise deemed not feasible in the sole and absolute discretion of the Agency.
- 7.3.2 The awarded Vendor shall ensure that its subcontractors, subconsultants, and suppliers also comply with the requirements of subsection 8.3.1.
- 7.3.3 The Agency reserves the right to permit the awarded Vendor to subcontract with a U.S. Based Vendor to perform the Work and provide deliverables only under circumstances where no viable Canadian Vendor or Canadian Business Subsidiary or Non-U.S. Business Subsidiary or Trade Partner Vendor are available to satisfy the requirements of the Contract and the Agency, as determined by the Agency in its sole and absolute discretion.

8. MANDATORY OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM (OHSMS) CERTIFICATION

- 8.1 Bidders must possess a valid Acceptable OHSMS Certification at the Document closing date and time to be considered for Contract award.
- 8.2 In accordance with O. Reg. 364/25: Health and Safety Management Systems and Procurement, "Acceptable OHSMS Certification" shall include any health and safety management system accredited by the Chief Prevention Officer under section 7.6.1 of the *Occupational Health and Safety Act*.
- 8.3 In the appropriate section of the Online Bidding System Forms, Bidders shall confirm valid standing of an Acceptable OHSMS Certification in the full legal corporate name of the Bidder or, in the case of a joint venture or consortium Bidder Submission, for, and in the name of, each member of the joint venture or consortium Bidder team.
- 8.4 For the purposes of this Document and Contract, "Acceptable OHSMS Certification" shall include:
- ISO 45001:2018 - Occupational Health and Safety Management Systems, issued by a certification body that is accredited by an accreditation body recognized by the International Accreditation Forum (IAF).

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- CSA Z45001 19 - Occupational Health and Safety Management Systems
 - Infrastructure Health and Safety Association (IHSA) COR™ 2020 - Certificate of Recognition or COR™ Equivalency granted and verifiable by the IHSA
 - COR™ registration granted and verifiable by the IHSA.
 - Responsible Care® RC14001:2023 - Health, Safety & Environmental Management System.
 - Responsible Care® RCMS:2023 - Health, Safety & Environmental Management System.
 - Any other OHSMS accredited by the Chief Prevention Officer under section 7.6.1 of the *Occupational Health and Safety Act*.
- 8.5 The Agency reserves the right to, and may require, the submission of a Bidder's/Contractor's current valid Acceptable OHSMS Certification, including all supporting documentation specified by the Agency, at any time, prior to Contract award and during the Contract, which shall be provided by the Bidder/Contractor within 48 hours of Agency request. The Agency further reserves the right to verify a Bidder's/Contractor's submitted OHSMS Certification by any means deemed appropriate by the Agency.
- 8.6 If and when requested by the Agency, and within 48 hours of such request, any Bidder/Contractor with a COR™ Certification or COR™ Registration issued in a jurisdiction other than the Province of Ontario must submit to the Agency a "Letter of Reciprocity" from the IHSA along with their COR™ Certification or COR™ Registration to be deemed an Acceptable OHSMS Certification and be considered for Contract award.
- 8.7 The Bidder's/Contractor's valid Acceptable OHSMS Certification must include:
- Proof of COR™ registration, consisting of written confirmation from the IHSA, in the form of a "Letter of Intent" or "COR Status Letter", demonstrating that the Bidder/Contractor is registered for COR™; OR
 - Certificate of Recognition (COR™) or certification of COR™ Equivalency, issued by IHSA; OR
 - CSA Z45001 19 - Occupational Health and Safety Management Systems certificate of conformity issued by an accredited certification body (e.g. CSA-accredited or SCC-accredited bodies); OR
 - ISO 45001: 2018 certificate containing the following:
 - a) the OHSMS standard for which the certificate has been issued (ISO 45001: 2018);
 - b) name and address of the certified organization which must match the legal corporate name of the Bidder;
 - c) appropriate scope for Ontario based operations (the scope provided must match the scope of the Contract Document);
 - d) original registration date, latest revision date, and expiry date;
 - e) name and address of auditing firm that issued the certificate;

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- f) printed name, job title, and signature of a representative from the auditing firm that issued the certificate;
 - g) insignia of the certification body and, where applicable, the insignia of the accreditation body, and the IAF; and
 - h) certificate number.
 - Valid Responsible Care® RC14001:2023 - Health, Safety & Environmental Management System certificate; OR
 - Valid Responsible Care® RCMS:2023 - Health, Safety & Environmental Management System certificate; OR
 - Valid proof of any other OHSMS accredited by the Chief Prevention Officer under section 7.6.1 of the *Occupational Health and Safety Act*.
- 8.8 Failure of the Bidder to comply with the above requirements will result in the Bidder Submission being deemed non-compliant and not considered for Contract award.
- 8.9 The Contractor's valid Acceptable OHSMS Certification shall be maintained throughout the duration of the Contract. For the duration of the Contract, the Contractor shall be required to notify the Agency immediately if there are any changes to the Contractor's Acceptable OHSMS Certification. If the Contractor's Acceptable OHSMS Certification expires, is revoked, or otherwise becomes invalid, the Contractor shall be deemed in breach of the Contract and the Agency will utilize the appropriate remedies available, which may include termination of the Contract.

9. **HEALTH AND SAFETY ACKNOWLEDGEMENT FORM**

- 9.1 As a condition of Contract award, and when requested by the Agency, the successful Bidder shall complete, sign, and submit the Agency's [Health and Safety Acknowledgement](https://peelregion.ca/sites/default/files/2025-06/health-safety-acknowledgement-form.pdf) form at peelregion.ca/sites/default/files/2025-06/health-safety-acknowledgement-form.pdf
- 9.2 Failure to submit the completed and signed Health and Safety Acknowledgement form as requested by the Agency shall result in the Agency rescinding the Contract award and deeming the Bidder Submission non-compliant.
- 9.3 The Agency's Health and Safety Acknowledgement form serves as a formal acknowledgment by the Contractor of their legal obligations to provide a safe and healthy workplace for all employees, subcontractors, and authorized visitors. It reinforces the Contractor's responsibility to comply with all applicable provisions of the *Occupational Health and Safety Act* (OSHA) its regulations, applicable law, and relevant industry standards.
- 9.4 In the event of any inconsistency or conflict in the provisions of this Health and Safety Acknowledgment Form and the Document, the provisions of the Document shall take precedence and govern.

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10. **QUANTITIES**

Quantities in the Document are approximate only and are based on information available to the Agency at the time of tendering. Final quantities for payment of tender items supplied on a unit price basis shall be based on actual field measurements as determined by the Agency.

11. **BID PRICING CHANGES**

The legislation and regulations governing the workplace in Ontario, including, without limitation, the Canadian *Income Tax Act*, the Canadian *Immigration and Refugee Protection Act*, Ontario *Employment Standards Act, 2000*, *Employer Health Tax Act*, *Labour Relations Act, 1995*, *Occupational Health and Safety Act* and *Workplace Safety and Insurance Act, 1997* may change at any time and may impact upon Bidders' pricing and overhead costs. In submitting its Submission, each Bidder hereby acknowledges that it has considered any proposed changes to legislation and regulations, and any impact such changes, if any, may have on its pricing. Bidders are advised that the Agency will not entertain requests to change submitted bid prices for this Document based on changes to the minimum wage or other legislative or regulatory amendments made under any statute. It is each Bidder's obligation to operate according to all applicable law at all times. For clarity, each Bidder takes on all risk and responsibility for cost increases due to legislative and regulatory changes. For further clarity, each Bidder takes on all risks due to health, environmental, social, emergency or other factors which may arise and which may result in unforeseen or otherwise uncalculated costs or legal circumstances to the Bidder in order to complete the Work, to keep its workers or the public safe according to applicable law and government order, or to address other intervening circumstances. The Bidder is required to arrange its own contractual and subcontractor obligations for labour, materials or other matters related to this contract so as to minimize or eliminate extra costs or circumstances which may jeopardize its ability to fulfill its contractual obligations to the Agency under this Document or Contract award.

12. **TARIFFS**

12.1 Bidder Submissions shall include all costs associated with only those tariffs that are in effect as of the Document closing date and time indicated in the Bidding System. If additional tariffs come into force after the Document closing date and time that increase the Vendor's costs of performing the work the Vendor shall notify the Agency in writing within 15 calendar days of the enactment of the additional tariffs. Such notice shall include a detailed description of the tariffs, including the rates and amounts of the tariffs and the specific products or components thereof that are affected. The Vendor shall take commercially reasonable steps to mitigate the costs and damages it may incur as a result of such tariffs by consulting with the Agency to determine whether:

- the goods can be sourced from countries to which the additional tariffs do not apply; and/or

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- the goods can be shipped and imported into Canada prior to the effective date of the additional tariffs.
- 12.2 If the goods can only be sourced from a country subject to the additional tariffs and cannot be shipped before the additional tariff's effective date, the Agency will reimburse the Vendor, and the Contract price shall be adjusted accordingly, for the reasonable direct costs the Vendor incurs as a direct result of the additional tariffs, provided sufficient documentary evidence is submitted that substantiates such costs. No claims for costs the Vendor incurs as an indirect result of the tariffs (such as, without limitation, due to fluctuations in the cost of materials caused by general market conditions, supply chain disruptions, or geopolitical events—even if such factors are influenced by the tariffs at issue), markups, or administrative charges will be considered. The Agency must approve the submitted documentary evidence before any Contract price adjustment may be authorized. Examples of documentary evidence which may be acceptable to the Agency include:
- Official manufacturer notice outlining the price increase and reason (e.g., tariff changes).
 - Updated price list from the manufacturer showing the revised rates and effective date.
 - Government-issued tariff documentation (for example, Canadian Border Services Agency notice).
 - Supplier/Contractor or distributor correspondence with supporting manufacturer documentation.
 - Customs documentation showing applicable tariff rates and their impact on costs.
- 12.3 This entitlement to a potential increase in the Contract price does not apply to price increases for factors that the Vendor could have reasonably anticipated, accounted for or avoided as of the Document closing date and time. Such factors include, but are not limited to, fluctuations in the cost of fuel, delivery costs, or inflation.
- 12.4 The Agency reserves the right to deny the Vendor's claim for a Contract price adjustment if the documentary evidence provided by the Vendor does not meet the Agency requirements, as determined by the Agency in its sole discretion. The Agency may refuse the Vendor's claim for an adjustment to the Contract price or approve an amount less than what was requested if the Agency, in its sole discretion, determines that the price adjustment request is unreasonable or exceeds the Agency's budgetary limits.
- 12.5 This price adjustment is the Vendor's sole and exclusive remedy in relation to the imposition of additional tariffs. For clarity, the Vendor shall

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not be entitled to an extension to the Contract time/Contract term on account of the additional tariffs (including, without limitation, on account of any delays, disruptions, cost increases, economic or market conditions, or supply chain impacts arising directly or indirectly from the additional tariffs). Upon receiving payment for the price adjustment, the Vendor agrees to waive its entitlement to, and release the Agency from, any claims for additional compensation, schedule extensions, or other relief (including, without limitation, an increase in the Contract price and/or extensions of the Contract time/Contract term) arising out of the imposition of the additional tariffs.

- 12.6 If a tariff that was in effect at the Document closing date and time is subsequently reduced or eliminated, resulting in a decrease of the Vendor's costs of performing the work, the Contract price shall be adjusted downward to reflect the reduction or elimination of the tariff and the associated decrease in the Vendor's costs.
- 12.7 In addition to any other audit rights available to the Agency under the Document, the Agency shall have the right to audit, inspect, and examine the Vendor's records necessary to verify any required Contract price adjustment pursuant to these paragraphs, including without limitation invoices, receipts, purchase orders, customs documentation, supplier quotations, supplier payment terms, and any other relevant financial or transactional records. The Vendor shall cooperate fully with any such audit, inspection, or examination and provide access to such records promptly upon request.

13. TARIFF IMPACTS

- 13.1 The Agency is committed to understanding the impacts of tariffs on procurement costs. In support of this commitment, the Agency is collecting information from Bidders regarding the impact of tariffs on the prices of goods and services.
- 13.2 Further to the Tariffs section of the Instructions to Bidders, and to better understand how tariffs are impacting different commodity categories, Bidders are requested to provide an estimated percentage range (0%, 0-10%, 10-20%, 20-30%, >30%) of their pricing that is attributable to tariffs in effect, as of the Document closing date and time.
- 13.3 This requested information provided by Bidders in the Online Bidding System Forms, Tariff Impact table, is solely for the Agency's internal analysis and will not be taken into consideration in the bid evaluation. The Agency shall treat all tariff impact data as confidential and shall use it exclusively for the purpose of enhancing procurement strategies and identifying tariff-related impacts.
- 13.4 The Agency is aware of the United States Surtax Remission Order (2025) established by the Government of Canada to provide relief from surtaxes from tariffs on goods imported into Canada. This temporary remission, in

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effect from April 16, 2025, to October 16, 2025, is granted for public health, public safety, national security, health care, and manufacturing, processing and food and beverage packaging purposes. The Remission Order allows the relief of surtaxes paid or payable by the United States Surtax Order (2025-1), the United States Surtax Order (Steel and Aluminum 2025), or the United States Surtax Order (Motor Vehicles 2025).

- 13.5 When submitting a Bidder Submission to this Document, the Agency expects Bidders to consider their eligibility with regards to the United States Surtax Remission Order (2025) within pricing submissions. Bidders shall indicate if the goods being provided are eligible for claim relief under the Remission Order.
- 13.6 Bidders should note that the application for surtax relief from the Government of Canada is the responsibility of the importer.
- 13.7 The Agency shall bare no responsibility for any application or claim for surtax relief from the Government of Canada.

14. TIME OF COMPLETION

The Contractor shall diligently complete the Work in accordance with the time of completion set out below. **The Substantial Performance Date nor the Ready-for-Takeover date shall extend beyond the dates provided below after the written order for commencement of the Works by the Owner.**

If this time limit is not sufficient to permit completion of the Work by the Contractor within the Working Hours, the Contractor shall add and/or augment the Working Hours throughout the life of the Contract to the extent necessary to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed.

Any extension of working hours beyond those specified in this Contract will require written authorization of the Owner.

- 14.1 The Contractor agrees to attain **Substantial Performance of the Work**, by the day of October 30, in the year 2027, and **Ready-for-Takeover**, by the day of November 30, in the year 2027."

15. DIGITAL BID BOND

To be considered, the Bidder's Submission must include a digitally created and electronically delivered bid bond in the form of bond included in Appendix 6.2 herein, naming the Agency as Obligee, in the amount of \$300,000.

The bond must be issued by a surety company licensed to issue surety bonds in the Province of Ontario.

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The bond must be delivered by means of a service or application recognized as meeting in whole or in part the Surety Association of Canada's mandatory requirements for e-bonding solutions. Photocopies, images or scanned facsimiles will not be accepted.

It is to be noted that the digital bid bonds of all Bidders will not necessarily be verified by the Agency. Prior to award of the Contract, the Agency will verify the digital bid bond of the Bidder who is proposed to be awarded the Contract by the Agency. Where the digital bid bond is not verifiable, the bid will be deemed non-compliant and disqualified. In such a case, the Agency will proceed to verify the digital bid bond of the next Bidder proposed to be awarded the Contract, and continue the process as necessary, until a digital bond is verified by a fully compliant Bidder whose bid is proposed to be awarded the Contract by the Agency.

If a digital bid bond and an Agreement to Bond are requested by the Agency and the surety company only provides the Bidder with a merged version, the Bidder is required to upload the merged document in both applicable fields of the online Bidding System forms.

The digital bid bond of the Bidder whose submission is accepted shall be called upon should the Bidder fail to execute a Contract and provide the necessary documents as required within this Document (such as a satisfactory bond, insurance certificate, Workplace Safety and Insurance Board letter of clearance) within seven days after receiving written notice from the Agency of the award of the Contract to the Bidder.

16. FORM OF AGREEMENT AND ELECTRONIC AGREEMENT TO BOND

Upon receipt of written notice from the Agency that it has been awarded the Contract, the successful Bidder shall be required to execute an agreement with the Agency on the terms of the a, as amended by the Agency's Supplementary Conditions as contained herein.

In order to be considered for award, the Bidder shall submit through the Bidding System as part of their Bidder Submission, an Agreement to Bond in the form attached in Appendix 6.1, completed by a Bonding Company permitted to issue performance bonds and labour and material payment bonds in Ontario and with an A.M. Best rating of B+ or better. Any others will not be accepted. Each Bidder must submit the completed Agreement to Bond as part of their Bidder Submission in order to validate their Bidder Submission.

If a digital bid bond and an Agreement to Bond are requested by the Agency and the surety company only provides the Bidder with a merged version, the Bidder is required to upload the merged document in both applicable fields of the online Bidding System forms.

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Upon receipt of written notice from the Agency that it has been awarded the Contract, the successful Bidder shall provide, within seven days of such notice, a digitally created and electronically delivered Performance Bond and a Labour and Material Payment Bond, each for the amount of **50 per cent** of the total lump sum price, substantially in the forms required under the *Construction Act*, to guarantee the performance of all obligations of the Contract.

The Performance Bond and a Labour and Material Payment Bond must be submitted by the successful Bidder in a digital format that meets the following Surety Association of Canada (SAC) criteria:

- 16.1 The version of the bond submitted by the successful Bidder must be verifiable by the Agency with respect to the totality and wholeness of the bond form including: the content, all digital signatures, and all digital seals with the Surety Company, or an approved verification service provider of the Surety Company.
- 16.2 The version of the bond submitted by the successful Bidder must be viewable, printable and storable in pdf format or other standard electronic file format acceptable to the Agency, and in a single file.
- 16.3 Photocopies, images or scanned facsimiles of bonds will not be accepted.
- 16.4 The verification of the successful Bidder's submitted bonds may be conducted by the Agency immediately or at any time during the life of the bond and at the discretion of the Agency, with no requirement for passwords or fees.
- 16.5 The results of the bond verification must provide a clear, immediate and printable indication of pass or fail regarding item 16.1.
- 16.6 Bonds failing the verification process will NOT be considered to be valid and will NOT be accepted by the Agency as satisfying the requirements of the Contract.

17. **INSURANCE**

Within seven days after receiving written notice from the Agency of the award of the Contract, the successful Bidder shall submit to the Agency the completed Certificate of Insurance form with the required coverages and information as stated within the Contract Documents. No other form shall be accepted by the Agency.

The insurance shall be maintained continuously from the commencement of the Contract until such time as established in the Supplementary Conditions to Contract CCDC2-2020, SC.46, GC 11.1 – INSURANCE, as set out herein and established within the Contract Documents.

A deductible clause is only acceptable if the Contractor submits a signed and sealed letter stating the following:

"We (insert Contractor's name) authorize the Region of Peel to appoint an independent adjuster to settle any claims arising from this Contract which are for

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amounts less than our insurance deductible figure. Furthermore, the Region can deduct any amounts of justifiable claims from monies owing to the Contractor.”

18. VENDOR AS CONSTRUCTOR

The Vendor acknowledges that, unless the Agency advises the Vendor of the Vendor’s engagement of a safety consultant who will fulfill the role of “constructor” for the project, the Vendor will be the “constructor” and the “employer” within the meaning of the *Occupational Health and Safety Act* (Ontario) and the Vendor undertakes to carry out the duties, obligations and responsibilities of the constructor and the employer with respect to the project.

In this project, the Agency may have cause to enter into more than one contract for the project. Additionally, there may be instances where the Agency’s staff are required to attend the project site for specified intervals to perform work associated with the project. In such cases, the Vendor is required and agrees to fulfill all of the duties, obligations and responsibilities of the “constructor” and “employer” with respect to the project and on behalf of the owner, in accordance with the terms and conditions set out in SC 42 of the Supplementary General Conditions, and any other requirements are set out in the Contract Documents.

19. GUIDELINES FOR THE CONTRACTOR WHERE OWNER’S STAFF AND OTHER CONTRACTORS ARE REQUIRED TO PERFORM WORK ON THE PROJECT SITE

Requirements for the contractor where other vendors/contractors or the Owner’s staff/other contractors are required to attend the project site to perform work associated with the project are as follows.

The contractor shall:

- (a) Assume and fulfill the responsibility of constructor for all Owner’s staff/other contractors attending the project site to conduct required Work.
- (b) Provide orientation to Owner’s staff/other contractors prior to Work commencement at the site.
- (c) Identify a site supervisor contact or assistant for all Owner’s staff/other contractors.
- (d) Maintain a sign in/out log of all visitors to the site, including owner’s staff/other contractors.
- (e) Maintain a signed copy of the Owner’s Staff/Other Contractors Project Constructor Coordination Form (Appendix ____) for any Owner’s staff/other contractors on site, in which all such persons working on the site shall provide a signed acknowledgement that they will comply with the contractor’s safety program and safety instructions.
- (f) In order to avoid delays, provide sufficient notice and coordinate Owner’s staff/other contractors’ work so it does not impact or conflict with any other work happening at the site.

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- (g) Schedule Owner's staff/other contractors' work as close as possible to substantial completion to avoid the majority of construction hazards and risk to Owner's staff/other contractors.
- (h) Maintain a log of all Form 1000 provided by each employer on site.

20. VENDOR PERFORMANCE EVALUATIONS

Under this Contract, the requirements of Procedure F35-27, Vendor Performance Management (VPM) (the "Procedure"), as amended, shall be in full force and effect. **The Procedure supersedes the previous versions of F35-27 Contractor Performance Evaluations and F35-39 Consultant Performance Evaluations.** The Procedure and all related information and documentation may be amended from time to time and the most recent version shall form part of this Contract. If awarded this Contract, the Bidder(s) shall be evaluated in accordance with the Procedure.

The Procedure provides guidance on vendor performance evaluations for Vendors under Contract with the Agency. Evaluations provide a summary of a Vendor's performance on any awarded Contract and will become an official record. Vendor performance evaluations will serve the following purposes:

- Provide feedback to Vendors for performance improvements and / or acknowledgement of Satisfactory performance, and
- Inform Bidders/Vendors eligibility or ineligibility to be awarded future Agency Contracts.

The complete Procedure, guidelines and information regarding Vendor Performance Evaluation criteria can be found on the Agency's website at peelregion.ca/business/procurement, "Vendor Performance Management Program" or <https://peelregion.ca/business/procurement/vendor-performance-management-program/>.

21. SUBCONTRACTORS

The Bidder shall provide in the Bidder Submission the name and address of each of its proposed subcontractors to be utilized in this project.

Attention is drawn to Section GC 3.6 of the General Conditions, Section SC.20 Subcontractors and Suppliers of the Supplementary Conditions and to the instructions on the List of Suppliers and Subcontractors in the online Bidding System forms.

It is the responsibility of Bidders to ensure any subcontractors they retain are in good standing with the Agency under the Procedure and meet all requirements of this Document and are thus eligible to perform work on Agency contracts. Prior to bidding on this Document, Bidders shall contact the Agency at 905-791-7800 ext. 7538 to obtain a list of Contractors suspended from performing work on any Agency contracts as a subcontractor. Should a Bidder name any subcontractor

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in its Bidder Submission that is suspended as a subcontractor under the Procedure, the Bidder shall be required to name a replacement satisfactory to the Agency, acting reasonably, at no additional cost to the Agency, failing which the Bidder shall be deemed non-compliant and not given consideration for Contract award. By submitting a Bidder Submission, the Bidder accepts that the Agency has no liability to the Bidder or any subcontractor or third party related to the rejection of a subcontractor who is ineligible to be considered, or otherwise unsatisfactory to the Agency.

The Bidder agrees, that if awarded the Contract, it will only carry, utilize, and contract with subcontractors and suppliers to perform the Work and provide deliverables, that meet the defined requirements of a Canadian Vendor or Canadian Business Subsidiary or Non-U.S. Business Subsidiary or Trade Partner Vendor, unless otherwise approved in writing by the Agency in its sole and absolute discretion.

22. BIDDER SUBMISSION

- (a) The Bidder Submission must be submitted electronically using the Bidding System.
- (b) A person or persons with authority to bind the Bidder must electronically declare on the online Bidding System that their Bidder Submission has been made entirely in accordance with the Document.
- (c) All pricing in the Bidder Submission must be expressed in figures, and must be in Canadian Dollars.
- (d) Prices in the Bidder Submission must include all costs necessary to complete the Work in accordance with the Document including customs and duties.
- (e) The Bidder represents, warrants and confirms that no oral or written alterations or variations in the Document and/or Contract have been made by the Bidder and none shall be valid or binding upon the Agency unless authorized by the Agency in writing.
- (f) Bidder Submissions which are qualified or subject to any conditions, limitations or restrictions shall be rejected by the Agency.
- (g) The Bidder acknowledges that it is solely responsible for obtaining and reviewing all Contract documents and all addenda issued by the Agency pertaining to the Document.

Only Bidders that are registered as a Plan Taker for this Document with Bids and Tenders at peelregion.bidsandtenders.ca and have obtained this Document from Bids and Tenders or the Agency, may submit a Bidder Submission.

Should the Agency receive a Bidder Submission that is subsequently found to be from a Bidder that is not a registered Plan Taker with Bids and Tenders at peelregion.bidsandtenders.ca, and the Bidder did not obtain the Document from Bids and Tenders or the Agency, the Agency reserves the right to reject the Bidder Submission as non-compliant and give it no further consideration for contract award.

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23. AGENCY RIGHTS

The Agency reserves the right, in its sole and absolute discretion to:

- (a) deem a Bidder Submission to be unbalanced and may reject any and all Bidder Submissions, which it so deems, and for this purpose, “unbalanced” shall include, without limitation, a Bidder Submission which does not reflect a realistic breakdown of the costs of each or any portion of the Work;
- (b) adjust the totals in a Bidder Submission where there are errors in extensions, additions or computations. In such cases, the unit prices shown shall govern;
- (c) reject any or all Bidder Submissions, accept a Bidder Submission which is not the lowest price, reject a Bidder Submission even if it is the only one received by the Agency; and cancel or suspend or delay this request for Bidder Submissions at any time either before or after the receipt of Bidder Submissions, following which the Agency may proceed as it determines in its sole discretion, including without limitation, negotiating with any one or more of the Bidders or any other person or entity for the performance of the Work under such terms and conditions as the Agency may decide in its sole discretion, or issuing a new request for Bidder Submissions on the same or modified terms, all without liability to itself;
- (d) if making an award of the Contract in its entirety or in part, to one or more Vendors, make changes to the content of the Contract to address unforeseen circumstances which may have arisen during the bidding period, including but not limited to health, environmental, social or emergency events including but not limited to epidemics and pandemics, which require responses to ensure the health and safety of workers, the health of the public and of Agency staff, and the efficacy of the project are maintained at all times, if in doing so the best interests of the Agency will be served, and the Agency will assess the expected costs of such changes and make a contingency allowance for same, which the Vendor may claim costs against on a zero mark-up basis upon proof sufficient to the Agency, unless such changes are expected to be able to be accommodated by the Vendor without change to the Contract Price;
- (e) award the Contract in its entirety or in part, to one or more Vendors, if in doing so the best interests of the Agency will be served;
- (f) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- (g) waive formalities, technical defects, irregularities and omissions in a Bidder Submission, and may accept a Bidder Submission which does not comply with the formal requirements of the Document, if in doing so the best interests of the Agency will be served;
- (h) remove from the Agency’s list of vendors the name of any vendor and/or Bidder for failure to accept a contract or for unsatisfactory performance or non-performance of a contract;

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- (i) fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency;
- (j) reject and disqualify any or all Bidder Submissions based on a Bidder's Vendor Performance Rating, status and standing as per the Agency's Vendor Performance Evaluations procedures, as amended from time to time;
- (k) seek further information and/or clarification, including without limitation a detailed price breakdown, from any Bidder after the closing time, for the purposes of assisting the Agency in interpreting and evaluating any Bidder Submission and in interpreting any inconsistencies which may appear in any Bidder Submission, and the Agency shall have the right to consider and rely on such further information and clarifications in evaluating the Bidder Submissions and awarding the Contract;
- (l) verify any Bidder statement or claim in a Bidder Submission by whatever means the Agency deems appropriate, and reject any Bidder Submission containing any such statement or claim if, in the judgment of the Agency, the statement or claim is unwarranted, not credible, or false; and
- (m) either before, after or as a change to the terms of the Contract award, to temporarily suspend or to alter the timelines of the Contract delivery schedule or any other terms of the Contract in its sole discretion, in response to circumstances beyond the Agency's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as epidemics and pandemics.

**24. CONFIDENTIAL INFORMATION/OWNERSHIP AND DISCLOSURE OF
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- (a) The Vendor agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the Vendor accesses or of which the Vendor acquires knowledge of as a result of the services in this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Agency where it is acting on behalf of the Agency. Disclosure of any information

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shall be done only with the Agency's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Vendor shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.

- (b) The Agency, and the Agency's responsibilities under this Contract, are subject to all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("MFIPPA") and/or the *Personal Health Information Protection Act*, 2004 ("PHIPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Agency's custody and control. Under an MFIPPA request, all documents provided to the Agency by the Vendor pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.
- (c) The Bidder Submissions, along with all correspondence, documentation and information provided to the Agency by any Bidder in connection with or arising out of the Bidder Submission, once received by the Agency, shall become the property of the Agency and may be appended to any agreement and/or purchase order with the successful Bidder. Bidders must identify in their Bidder Submissions any scientific, technical, proprietary, commercial or other confidential information, the disclosure of which could cause them injury.
- (d) In public bids, the name of each Bidder and the lump sum price contained in their Bidder Submission shall be published on the Bidding System.
- (e) Where award is to be made by Regional Council, the Peel Police Services Board or the Board of Directors of Peel Housing Corporation, information regarding all Bidder Submissions, including names of each Bidder, lump sum prices and the annual or overall value of the Contract and/or Bidder Submissions shall be included in public reports to Regional Council or the relevant Boards such that the information is released publicly. The Bidder acknowledges that the Agency cannot guarantee it can honour requests to keep Bidder information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of Bidder information in public Council reports related to a specific project or procurement process is necessary.

25. COLLUSION AND CONFLICT OF INTEREST

- (a) By submitting a Bidder Submission, each Bidder represents and warrants that no member, officer or employee of the Agency or Council has or will

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have an interest, directly or indirectly, in the performance of the Contract, or in the supplies, work or business in connection with the said Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom; the Bidder Submission is not made in collusion with any other Bidder making a Bidder Submission for the same goods and services and is, in all respects, fair and without fraud; and that neither it nor any of its subcontractors nor any of their respective representatives has any actual, apparent or potential conflict of interest or existing business or other relationship with the Agency or any or any other party or person providing advice or services to the Agency with respect to the Document or the Work or any of their respective representatives that gives rise or might give rise to an unfair advantage (a "Conflict of Interest"). Each Bidder acknowledges that it is within the Agency's discretion to determine whether a Conflict of Interest exists.

- (b) Should the Bidder give or offer any gratuity to or attempt to bribe any member of the Agency, or to commit collusion or fraud, the Agency shall be at liberty to reject the Bidder Submission or, if a Contract has been awarded, terminate the Contract forthwith, without liability to itself, and to rely upon the sureties as provided for.
- (c) By submitting a Bidder Submission for this Document, each Bidder thereby releases and forever discharges the Agency from any and all liability related to any determination the Agency may make regarding Conflicts of Interest, including any disqualification, prohibition, rejection or contract termination which may result therefrom.
- (d) In addition to all other rights in this Document or otherwise available at law or in equity, the Agency may, in its discretion, immediately disqualify a Bidder Submission or may terminate any contract entered into in connection with or resulting from the Document, without liability, penalty or cost, upon giving notice to the Bidder if the Bidder or any of their respective representatives fails to disclose or has failed to disclose any Conflict of Interest.

26. HARMONIZED SALES TAX (HST) INFORMATION

The Agency is subject to the payment of provincial and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident Vendors. All prices within this document shall be quoted exclusive of HST.

27. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Vendor shall comply with the *Accessibility for Ontarians with Disabilities Act* 2005, and its Regulations thereunder with regard to the provision of goods or services to persons with disabilities. The Vendor acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act* 2005, the Region of Peel must, in deciding to purchase goods or services through its procurement process, consider accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: ontario.ca/laws/statute/05a11. You may also

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access this link at peelregion.ca/procurement, “Additional Information for Bidders” and view the accessibility standards.

28. INVOICING AND ELECTRONIC PAYMENT INSTRUCTIONS

- 28.1 All invoices must be sent to the individual ordering the goods/services or as directed at the time of the order placement. Failure to do so will result in a delay of payment.**
- 28.2 The Agency’s method of payment is by Electronic Funds Transfer (EFT). The Vendor will be required to provide the Agency with the Application for Vendor Direct Deposit form containing original signatures in ink, by return mail, fax or hand delivered, the following banking information:
- 28.2.1 Names of two Company Officers, their titles, e-mail addresses, fax numbers, and phone numbers. Note: Both Company Officers must sign off on any subsequent changes to the Vendor’s banking information.
- 28.2.2 Company mailing and remittance addresses.
- 28.2.3 Banking information including a void cheque.
- 28.2.4 The Vendor is required to notify the Agency of any changes to this information immediately.

29. EMERGENCY RESPONSE REQUIREMENTS

- 29.1 In addition to the Contractor’s obligations to follow all applicable law pursuant to paragraphs A-1.3 and GC 10.2.3 of the CCDC 2-2020, as may be amended by the Supplementary, including but not limited to that applicable to public health, occupational health and safety and to construction safety, the parties acknowledge that there may arise circumstances, such as epidemics and pandemics, where they intend to cooperate in good faith with each other to resolve concerns which may arise related to health, environmental, social or other emergency circumstances, so as to continue the Work and to avoid any increases in Contract Price or delay in progress of the Work wherever possible.
- 29.2 The parties acknowledge the Delay terms in paragraph 6.5.3 of the CCDC 2-2020, as may be amended by the Supplementary Conditions, related to causes beyond the Contractor’s control. There may be circumstances which arise after Contract Award, and relate to any contingency allowance which the Region of Peel may have put in place or which a party believes extend beyond or in addition to such contingency allowance terms, but which do not meet those circumstances in paragraph 6.5.3 of the CCDC 2-2020, as may be amended by

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the Supplementary Conditions, and which the parties wish to discuss. Such topics may include the following non-exhaustive list:

- .1 stop Work;
- .2 suspend Work;
- .3 change Work;
- .4 change Substantial Performance Date or the date of Ready-for-Takeover;
- .5 change critical path of Construction Schedule;
- .6 change subcontractors or suppliers per GC 3.6 of the CCDC 2-2020, as may be amended by the Supplementary Conditions.

the parties agree to:

- .7 use paragraph 8.3.3 of the CCDC 2-2020, as may be amended by the Supplementary Conditions to conduct amicable discussions or negotiations;
- .8 to work within Part 6 of the CCDC 2-2020, as may be amended by the Supplementary Conditions, wherever possible to agree upon any changes;
- .9 to work together notwithstanding paragraph 6.3.3 of the CCDC 2-2020, as may be amended by the Supplementary Conditions, where needed; and,
- .10 the parties agree that in such circumstances, paragraph. 7.2.2 of the CCDC 2-2020, as may be amended by the Supplementary Conditions, delay prior to termination by the Contractor shall be extended to 120 days or longer.

29.3 This section is to be distinguished from paragraph 10.2.7 of the CCDC 2-2020, as may be amended by the Supplementary Conditions, as it is acknowledged that the circumstances for discussion in this regard relate to situations where health, environmental, social or emergency needs or government regulation related to same may dictate the Contractor's response to, within the terms of the Contract, request changes which will not result in a change to Contract Price if they are discussed early and promptly or where a change to Contract Price may be agreed between the parties on a zero mark-up basis, and where it is the preference of both parties that the Work continue, even though subject to differing or extra health or safety obligations.

29.4 In such discussions or negotiations, the following is applicable:

- 29.4.1 changes in the Work would preferably be made by agreement;
- 29.4.2 if changes are requested by the Contractor, there shall be no extra cost to the Owner or costs on a zero mark-up basis as may be agreed upon with the Owner; and
- 29.4.3 if changes are requested by the Owner, there shall be no extra cost to the Owner unless the Contractor provides records as may be necessary to support a claim on a zero-mark-up basis to which the Owner could agree.

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INTERIOR RENOVATIONS FOR PEEL REGIONAL POLICE AT 180 DERRY ROAD
EAST, MISSISSAUGA**

Instructions to Bidders

30. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

Vendor employees who have successfully met the criteria of the security clearance will be provided with an identification badge. This identification badge must be worn at all times while the employee is working in any Peel Regional Police facility. This identification badge will remain the property of the Peel Regional Police and must be returned upon expiration/termination of this Contract or immediately upon the Agency's request. In the event that an employee supplied with an identification badge is no longer employed by the Vendor, the Vendor must: (a) notify the Agency immediately of the cessation of employment, and (b) obtain and immediately return the identification badge to the Agency.

31. SECURITY CLEARANCE

Peel Regional Police requires that all Vendor personnel attending any Police facility unescorted, as well as the organizations that they represent, be subject to a security clearance prior to the commencement of any Work. The successful Bidder will be required to have security clearance (background examination) forms completed and submitted for all employees and/or subcontracted employees who will be required to work on-site within 10 days of award. The security clearance process can take up to two months to complete. If the successful Bidder is unable to submit the completed forms within the stipulated time frame, or is unable to successfully satisfy the background examination(s) required, the Bidder will be disqualified and the award revoked at the Agency's discretion. In this situation, the award will then be given to the next "best" responsive and responsible Bidder at the sole discretion of the Agency.

The Agency reserves the right to exercise this action as it deems necessary.

32. TENDER REQUIREMENTS

32.1 The Estimated Contract Price shall be based only upon supplying the materials, labour and equipment specified in the Contract Documents which shall be regarded as the standard of quality required.

32.2 None of the prices submitted on the Bid Form shall be based upon a presumed acceptance by the Agency of a substitute item of supply.

32.3 Where Products are named specifically in the Contract Documents or by other specific details, the Contractor's bid price shall be based on the supply and installation of the named Products.

33. APPLICATION AND ACCEPTANCE OF SUBSTITUTIONS

33.1 Request for acceptance of Substitutions will not be considered during the bidding period.

33.2 After the award of the Contract, the Contractor may apply to the Agency to substitute as an "equivalent", another item or group of related items. In all cases, the

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proposed substitution must be justified by the Contractor in a written application to the Agency. Such written application shall indicate the reasons why the Contractor wishes a substitution (significant delay in delivery, strikes, unavailability, improved quality or field service) and the credit offered. The application must be accompanied by sufficient descriptive and technical information, specifications, references and samples for the Agency to thoroughly compare the items, or the group of items, with that specified in the Contract Documents.

33.3 The Agency's assessment shall include, but not be limited to, criteria such as quality and durability, performance, ease of operation, safety features, technical support, service and parts, availability and estimated cost of maintenance and adherence to the Contract Documents. Failure to submit adequate information in a timely manner and to the Agency's satisfaction may result in the rejection of the request due to insufficient information or time for evaluation.

33.4 Substitutions will only be allowed with the prior, written approval of the Agency, in accordance with this Section.

33.5 All applications and submissions related to the proposed substitution shall only be made by the Contractor and not by any Subcontractors or suppliers.

33.6 Any design and/or construction changes necessitated by the use of the proposed substitution shall be at the sole risk and expense of the Contractor. The Contractor shall be responsible for ensuring the proper fit, matching and integration of all equipment or materials to the surrounding equipment or materials.

33.7 Acceptance or rejection of a proposed substitution shall be at the sole discretion of the Agency, whose decision shall be final.

33.8 Acceptance by the Agency of any substitution shall apply to this Contract only.

33.9 The Contractor shall assume all responsibility for liabilities and additional costs that may subsequently arise as a result of the proposed substitution being accepted by the Agency, including any delays in the completion of the Work as a result of any substitutions.

33.10 Amounts of all credits arising from the approval of substitutions after Contract award will be determined by the Agency and the Contract Price will be reduced accordingly.

Supplementary Conditions to Contract CCDC2 - 2020

SCHEDULE 1

**Supplementary Conditions for Standard Construction Document CCDC2 2020
Stipulated Price Contract**

SC.1 GENERAL

These Supplementary Conditions presuppose the use of the Standard Construction Document CCDC2 - 2020 Stipulated Price Contract. These "Supplementary Conditions" void, supersede or amend the "Agreement", "Definitions" and "General Conditions" as hereinafter provided, as the case may be.

SC.2 ARTICLE A-1 – THE WORK

1. Amend Article A-1 THE WORK as follows:

- (a) **add** "diligently" to the beginning of paragraph 1.1.
- (b) **delete** everything after "Contract Documents," in paragraph 1.3 and **replace** with the following:

"attain *Substantial Performance of the Work*, by the day of October 30 in the year 2027, and *Ready-for-Takeover*, by the day of November 30 in the year 2027."
- (c) **add** new paragraph 1.4 as follows:

"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."

SC.3 ARTICLE A-3 – CONTRACT DOCUMENTS

1. **Add** the following documents to the existing list of Contract Documents set out in Article A-3 CONTRACT DOCUMENTS:

- Addenda, as issued
- Instructions to Bidders
- Supplementary General Conditions to CCDC2-2020
- Specifications and Drawings
- Agreement to Bond
- Digital Bid Bond

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- CCDC2 Stipulated Price Contract 2020 - This is not attached but forms part of the Contract
 - Form of Release at Substantial Performance of the Work
 - Performance Bond substantially in the form required under the Construction Act - This is not attached but forms part of the Contract
 - Labour and Material Payment Bond substantially in the form required under the Construction Act - This is not attached but forms part of the Contract
 - Owner's Staff/Other Contractors Project Construction Coordination Form
 - Owner's Staff/Other Contractors Anticipated to Attend Site for Contractor Coordination
 - Online Bidding System Forms
2. **Add** new paragraphs 3.2 and 3.3 to Article A-3 CONTRACT DOCUMENTS, as follows:
- “3.2 If either the Specifications or the Request for Tender (or other procurement document issued by the Owner) provide for more than one improvement to be made under the Contract, and such improvements are to be made to lands that are not contiguous (each, a “*Non-Contiguous Improvement*”), then each such improvement is deemed to be made and performed under a separate contract for the purposes determining Substantial Performance of the Work, Ready-for-Takeover, completion of the contract, and for any other purpose under section 2 of the Payment Legislation, and the relevant provisions of this Contract will be deemed amended accordingly.
- 3.3 Paragraph 3.2 will apply to all of the Contractor's contracts with its Subcontractors and Suppliers working on each such improvement on a pass through basis. The Contractor shall include in all of its contracts with Subcontractors and Suppliers notice of such deeming of separate contracts for such purposes, and shall ensure that it separates the Work and the supply of Products for each improvement.”

SC.4 ARTICLE A-5 PAYMENT

1. **Delete** ARTICLE A-5 PAYMENT in its entirety and **replace** with the following:

“ARTICLE A-5 PAYMENT

- 5.1 Subject to, and in accordance with, the provisions of the Contract Documents and the Payment Legislation the Owner shall:
- .1 make monthly progress payments to the Contractor on account of the Contract Price when due in the amount certified by the Consultant together with such Value Added Taxes as may be applicable to such amount certified by the Consultant;

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- .2 on the 61st day following Substantial Performance of the Work, pay the Contractor the unpaid balance of the basic holdback amount when due together with such Value Added Taxes as may be applicable to such payment; and
 - .3 upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance of the Contract Price when due together with such Value Added Taxes as may be applicable to such payment.
- 5.2 As such payments become due, the Contractor shall, in accordance with the terms of its agreements with any Subcontractors, Suppliers and workmen, pay all of its Subcontractors, Suppliers and workmen in full on account of work properly performed or Products properly supplied, as applicable, less any holdback monies retained in compliance with the Payment Legislation.
- 5.3 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 11.1 - INSURANCE of the General Conditions.
- 5.4 Interest
 - .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the greater of one per cent per annum above the bank rate and the minimum rate required under the Payment Legislation on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
 - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.4.1 of this Agreement on the amount of any claim advanced and for which the Contractor is thereafter entitled to payment, either pursuant to Part 8 - Dispute Resolution of the General Conditions, or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid."

SC.5 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 1. In paragraph 6.2, **delete** "or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender."
- 2. **Add** new paragraph 6.6 to Article A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING, as follows:

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- “6.6 In addition to the addresses, requirements and timelines set out in this paragraph 6.6, the following applies:
- .1 for the purposes of Part I.1 the *Construction Act* (Prompt Payment) and Part 5 - PAYMENT,
 - (i) applications for payment and Proper Invoices will be considered given or delivered by the Contractor to the Owner when they are received by the Owner and such receipt can be verified; and
 - (ii) notices of non-payment will be considered to have been given or delivered by the Owner to the Contractor when they have been sent by the Owner and such delivery can be verified, and
 - .2 for the purposes of Part II.1 of the *Construction Act* (Adjudication), any notices, communications or delivery of documents to be given under the Payment Legislation will:
 - (i) in the case of the Owner, be given by the Contractor, by electronic mail, to adjudication@peelregion.ca and to the individuals and locations indicated in the Owner's Notice in Writing delivered to the Contractor prior to the commencement of the Work; and
 - (ii) in the case of the Contractor, be given by the Owner to individuals and locations indicated in the Contractor's Bidder Submission.”

SC.6 ARTICLE A-7 – LANGUAGE OF THE CONTRACT

- 1. **Delete** paragraph 7.1 and **replace** with the following:

“7.1 When the Contract Documents are prepared in both English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.”

SC.7 ARTICLE A-9 ASSIGNMENT OF SUBCONTRACTS

- 1. **Add** new ARTICLE A-9 - ASSIGNMENT OF SUBCONTRACTS, as follows:

“ARTICLE A-9 ASSIGNMENT OF SUBCONTRACTS

9.1 The Owner shall not be deemed by virtue of the Contract or for any other reason to have any contractual relationship with or obligation to any Subcontractor or Supplier but the Contractor hereby agrees that in the event that:

 - .1 the Contract is terminated; or
 - .2 the Contractor's right to continue the Work is terminated;

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and at the sole and absolute option of the Owner, any or all subcontracts for Work or Products as may be selected by the Owner, in its sole and absolute discretion, shall, upon notice to the Contractor and the affected Subcontractors and Suppliers from the Owner, be assigned to the Owner, without any further action being necessary from the Contractor or the affected Subcontractors and Suppliers and in order to ensure the Owner's rights, the Contractor shall:

.3 contractually obligate each of its Subcontractors and Suppliers to agree that each such subcontract shall be assignable, at the Owner's option, to the Owner, upon delivery of the notice described above, in the event that:

- (i) the Contract is terminated; or
- (ii) the Contractor's right to continue the Work is terminated.

9.2 The Contractor shall provide satisfactory evidence to the Owner that this obligation has been fulfilled."

SC.8 DEFINITIONS

1. In the definition of "Change Directive" **delete** the words "within the general scope of the Contract Documents".
2. In the definition of "Consultant" **add** the following sentence after the last sentence:

"The words 'Engineer', 'Architect' or 'Consultant' wherever used in the Contract Documents shall be regarded as synonymous."
3. In the definition of "Contractor" add the following sentence after the second sentence:

"For the purpose of the Contract, the words 'Contractor', 'Vendor' or 'General Contractor' shall be regarded as synonymous."
4. In the definition of "Drawings" **add** "and approved, in writing, by the Owner" after the word "issued," in the second line.
5. In the definition of "Place of the Work" **add** the following sentence:

"The term 'Place of the Work' and 'Site' wherever used in the Contract Documents shall be regarded as synonymous."
6. In the definition of "Ready-for-Takeover" delete everything after "when" and replace with "the Owner confirms in writing that the Contractor has achieved Ready-for-Takeover in accordance with paragraph 12.1.4".8.
7. In the definition of "Shop Drawings" **delete** "which the Contractor provides" and **replace** with "to be provided by the Contractor".
9. In definition "Specifications" **add** "and approved, in writing, by the Owner" after "issued," in the first line.

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10. In definition “Work” **add** “, Products, installation, Commissioning and Testing, checkout, start-up, testing” after “total construction”.

11. **Delete** definition “Working Day” in its entirety and **replace** with the following:

“Working Day

Working Day means a day when The Regional Municipality of Peel is open, Monday to Friday, and does not include weekends or statutory holidays.”

12. **Add** the following new definitions in the appropriate order alphabetically:

“Authorities Having Jurisdiction

The phrase Authorities Having Jurisdiction or the term Authorities means those authorities having jurisdiction under law over the Work or parts thereof.

Commission and Test

Commission and Test means, and Commissioning and Testing refers to, the procedure which includes testing, reviewing, inspecting, checking, adjusting, and measuring Work performed by the Contractor to demonstrate and verify the installation, operation and performance of all components and the entire system, including certification of any such Commissioning and Testing.

Construction Schedule

Construction Schedule means the schedule indicating the timing of major activities of the Work submitted by the Contractor and approved in writing by the Owner including attaining Substantial Performance of the Work by the Substantial Performance Date and the date set out for Ready-for-Takeover, as described in GC 3.4 - CONSTRUCTION SCHEDULE.

Excess Soil

Excess Soil includes “excess soil” within the meaning of the Excess Soil Regulation.

Excess Soil Legislation

Excess Soil Legislation means any laws, ordinances, rules, regulations or codes, which are or become in force during the performance of the Work dealing with the excavation, management, handling, storage, removal, disposal and transportation of Excess Soil including, the Excess Soil Regulation.

Excess Soil Regulation

Excess Soil Regulation means the On-Site and Excess Soil Management Regulation (O. Reg. 406/19).

Hazardous Material

Hazardous Material means, collectively, any contaminant, designated substance, waste, hazardous waste or subject waste (as defined in the Ontario Environmental Protection Act and any associated regulations as amended from time to time (the “EPA”) or the *Ontario Occupational Health & Safety Act* and any

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associated regulations, as amended from time to time (the “OHSA”)), toxic substance (as defined in the *Canadian Environmental Protection Act* and any associated regulations, as amended from time to time (the “CEPA”)), dangerous goods (as defined in the *Transportation of Dangerous Goods Act* (Canada) and any associated regulations, as amended from time to time (“TDGA”)), or pollutant (as defined in the EPA), or any other substance or material which, when released to the natural environment, is likely to cause harm, injury, loss, damage, impairment or degradation to the natural environment or a risk or harm, injury, loss, damage, or impairment to human health and safety, including asbestos, “PCBs”, arsenic, silica and any other contaminant, substance, or material defined or regulated in, or for purposes of, any applicable law. Whenever the terms “toxic and hazardous substances” is used in the Contract, it shall be deemed amended to read “Hazardous Material”.

Install

Install means the placement of materials, equipment, or components, including receiving, unloading, transporting, storage, uncrating and installing, and performance of such testing and finish work as is compatible with the degree of installation specified.

Project Leader

Project Leader means the “project leader” within the meaning of the Excess Soil Regulation.”

Proper Invoice

Proper Invoice means an application for payment in the form of invoice provided by the Owner to the Contractor, if applicable, containing the information that may be required for the application for payment to constitute a “proper invoice” under the Payment Legislation, including the following:

1. All of the information specified to be included in a proper invoice as set out in section 6.1 of the *Construction Act*, namely:
 - a. the Contractor’s name and address;
 - b. the date of the application for payment and the period during which the Work was performed;
 - c. information identifying the authority, whether in the Contract or otherwise, under which the Work was performed;
 - d. a description, including quantity where appropriate, of the Work performed and Products supplied;
 - e. the amount payable for the Work performed, and the payment terms; and
 - f. the name, title, telephone number and mailing address of the person to whom payment is to be sent;

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2. an original statutory declaration in the form of CCDC 9A, or other form of statutory declaration that includes the same unqualified declaration, certifying that all accounts of the Contractor, including for the subcontracts, construction machinery and equipment, materials, Products, labour and other indebtedness which may have been incurred by the Contractor and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as holdback or as an identified amount in dispute;
3. the total amount of expenditures to date and the total estimated expenditures to be made for the remaining balance of the Work;
4. after the first application for payment, evidence of compliance with the applicable worker's compensation legislation at the Place of the Work, including payments due thereunder;
5. any certificates, inspection reports, or data resulting from Commissioning and Testing required under the Contract Documents confirming the satisfactory completion of such Commissioning and Testing;
6. payment receipts for Products and materials purchased under conditional sales contracts;
7. a breakdown of approved Change Orders and percentage completed of each shall be included, in a form satisfactory to the Owner;
8. all documents evidencing that the Work complies with the Excess Soil Legislation and such other documents as required by the Excess Soil Legislation; and
9. any additional information that the Owner or the Consultant may reasonably require."

Provide

Provide means to supply and install or supply, install and connect as applicable, complete and in place, including accessories, finishes, tests, and services required to render each item so specified complete and ready for use.

Release

Release means a release by the Contractor substantially in the form set out in the Contract Documents or as the Owner may prescribe.

Reports

Reports means the Reports set out in Article A-3 - CONTRACT DOCUMENTS.

Rules of Mediation and Arbitration

Rules of Mediation and Arbitration mean the rules as provided in CCDC 40 in effect at the time of bid close."

Substantial Performance Date

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Substantial Performance Date means the date by which the Contractor shall attain Substantial Performance of the Work as specified in Article A-1 - THE WORK, or, if there are Non-Contiguous Improvements, the dates by which the Contractor shall attain Substantial Performance of the Work for a given improvement as specified in Article A-1 - THE WORK.

Supply or Furnish

Supply or Furnish means fabrication or procurement of materials, equipment, or components, or performance of services to the extent specified and shown. Where used with respect to materials, equipment, or components, the term includes crating and delivery to the Place of the Work but is not intended to include installation of items, either temporary or final.”

SC.9 GC 1.1 CONTRACT DOCUMENTS

1. **Delete** the first sentence in paragraph 1.1.1 and **replace** it with the following:
“1.1.1 The intent of the Contract Documents is to include the construction, labour, Products, Construction Equipment and other services necessary, complementary or ancillary, for the performance and completion of the Work by the Contractor in accordance with the Contract Documents or properly inferable from them.”
2. **Delete** paragraphs 1.1.3 and 1.1.4 and **replace** them with the following:
“1.1.3 The Contractor shall review the Contract Documents and shall report promptly to the Owner and the Consultant any error, inconsistency, or omission the Contractor may 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 error, inconsistency or omission has been addressed and in dealing with such error, inconsistency or omission the Contractor shall co-operate with the Owner in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the Contract Price or delay in the progress of the Work. 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.

1.1.4 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, the 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, watermains, sewers and other underground and overground utilities and structures, 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

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visual inspection or which are identified or inferred in any information provided by the Owner including, without limitation, the Reports, which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the Contract was signed.”

3. **Delete** paragraph 1.1.5.1 in its entirety and **replace** with the following:

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

- Addenda, as issued
- Supplementary General Conditions to CCDC2-2020
- the Agreement between the Owner and the Contractor
- the Definitions
- Instructions to Bidders
- Drawings
- Specifications
- CCDC2 Stipulated Price Contract 2020 - This is not attached but forms part of the Contract
- Online Bidding System Forms
- Form of Release at Substantial Performance of the Work
- Performance Bond substantially in the form required under the Construction Act - This is not attached but forms part of the Contract
- Labour and Material Payment Bond substantially in the form required under the Construction Act - This is not attached but forms part of the Contract
- Owner’s Staff/Other Contractors Project Construction Coordination Form
- Owner’s Staff/Other Contractors Anticipated to Attend Site for Contractor Coordination
- Agreement to Bond
- Digital Bid Bond

4. In paragraph 1.1.9 **add** the following at the end of the paragraph:

“or in establishing the extent of the work to be performed by a trade.”

5. In the first sentence of paragraph 1.1.10 **delete** “and shall remain the Consultant’s property” and **replace** with “not the Contractor’s property,”.

SC.10 GC 1.4 ASSIGNMENT

1. **Delete** paragraph 1.4.1 in its entirety and **replace** with the following:

“1.4.1 The Contractor may not assign, subcontract, or otherwise transfer the Agreement or any of its rights, benefits, and/or obligations, without the Owner’s prior written consent.

1.4.2 The Owner may assign, transfer, convey, or otherwise dispose of the Agreement or any of its rights, benefits, warranties, and/or obligations, in

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whole or in part, without the prior written consent of, but with written notice to the Contractor in the following circumstances:

- a) to one or more municipalities;
- b) to a municipal service board;
- c) to a municipal business corporation; or
- d) if an assignment, transfer, conveyance or other disposition is required for any other reason, including as a result of, or pursuant to, a court order or a legislative act, including the "*Hazel McCallion Act (Peel Dissolution)*, 2023," as well as any regulations made thereunder; (collectively the "*Assignee*").

1.4.3 Upon assignment, transfer, conveyance or other disposition to the *Assignee* of the Owner's obligations under the Agreement, the Owner shall be released from its obligations arising thereunder.

1.4.4 In the event of an assignment, transfer, conveyance or other disposition in accordance with section 1.4.2 above, the Contractor shall be responsible to immediately transfer any insurance, warranties, securities, or other similar obligations to the *Assignee*, or to make alternative arrangements for such obligations to the satisfaction of the *Assignee*."

SC.11 GC 1.5 TIME IS OF THE ESSENCE OF THE CONTRACT

1. **Add** new GC 1.5 TIME as follows:

"GC 1.5 TIME

1.5.1 All time limits stated in the Contract Documents are of the essence of the Contract."

SC.12 GC 1.6 CONFIDENTIAL INFORMATION

1. **Add** new GC 1.6 CONFIDENTIAL INFORMATION as follows:

"GC 1.6 CONFIDENTIAL INFORMATION

1.6.1 The Contractor agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the Contractor accesses or of which the Contractor acquires knowledge of as a result of the performance of its obligations under this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Owner where it is acting on behalf of the Owner. Disclosure of any information shall be done only with the Owner's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Contractor shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.

1.6.2 The Owner, and the Owner's responsibilities under this Contract, are subject to all applicable privacy legislation including the Municipal

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Freedom of Information and *Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("MFIPPA") and/or the *Personal Health Information Protection Act*, 2004 ("PHIPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Owner's custody and control. Under an MFIPPA request, all correspondence, documentation and information provided to the Owner by the Contractor, including the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.

- 1.6.3 All correspondence, documentation and information provided to the Owner by the Contractor in connection with or arising out of the Contract, once received by the Owner, shall become the property of the Owner. The Contractor must identify to the Owner in writing if the disclosure of any such correspondence, documentation or information, any scientific, technical, proprietary, commercial or other confidential information, could cause the Contractor injury.
- 1.6.4 The Contractor acknowledges that the Owner cannot guarantee it can honour requests to keep Contractor information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of the Contractor's information in public Council reports related to a specific project is necessary."

SC.13 GC 1.7 CO-OPERATION, CONSULTATION AND CO-ORDINATION

- 1. **Add** new GC 1.7 CO-OPERATION, CONSULTATION AND CO-ORDINATION as follows:

"GC 1.7 CO-OPERATION, CONSULTATION AND CO-ORDINATION

- 1.7.1 The Contractor shall, at all times and as part of the Work, fully assist, cooperate, consult and coordinate with the Consultant and any other consultants, Other Contractors, the Owner's own forces and other entities retained or identified by the Owner which are related to the Project (each, an "**Other Entity**" and collectively, the "**Other Entities**"). The objective of such assistance, co-operation, consultation and co-ordination is to make certain the Work is properly coordinated with and integrated with the work and services of the Other Entities.
- 1.7.2 Without limiting the generality of any other provision in the Contract, the Contractor shall attend all design, construction, general co-ordination and progress meetings relating to the Work between the Consultant, the Owner and Other Entities and any other meeting relating to the Project as requested by the Owner to discuss and resolve all matters and issues relating to the Project. The Contractor shall, on a timely basis, prepare and distribute detailed minutes to the Owner of the construction and progress meetings which it attends, if requested by the Owner."

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SC.14 GC 2.2 ROLE OF THE CONSULTANT

1. **Add** the following sentence to paragraph 2.2.3 “The presence of such project representatives at the Place of the Work will not abrogate any of the Contractor’s responsibility to perform the Work as required by the Contract Documents.”
2. In paragraph 2.2.5 **add** “to the Contractor” after the words “the Consultant will not be responsible” in each of the first two sentences.
3. In paragraph 2.2.6 **delete** “Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the” and **replace** with “The”.
4. In paragraph 2.2.16 **add** “to the Contractor” after the words “the Consultant does not guarantee”.
5. In paragraph 2.2.18 **delete** “against whom the Contractor makes no reasonable objection and”.

SC.15 GC 2.3 REVIEW AND INSPECTION OF THE WORK

1. In the second sentence of paragraph 2.3.1 **delete** “the Consultant” and **replace** with “the Consultant and Owner”.
2. **Amend** paragraph 2.3.2 as follows:
 - (a) **delete** “tests” and **replace** with “Commissioning and Testing”;
 - (b) **add** “regulations, rules, by-laws, standards, guidelines, permits, statutes, codes,” before “laws or ordinances”;
 - (c) **add** “, and any applicable Commissioning and Testing” at the end of the first sentence; and
 - (d) **add** “and of any applicable Commissioning and Testing” at the end of the second sentence.
3. In paragraph 2.3.6 **delete** “designated in” and **replace** with “required by” and **add** “or required by the Consultant” after “Contract Documents”.
4. In paragraph 2.3.7 **delete** “designated in” and **replace** with “required by”.

SC.16 GC 2.4 DEFECTIVE WORK

1. In paragraph 2.4.1 **delete** “Consultant” in the first instance and **replace** with “Consultant and/or Owner” and **add** “, at the Contractor’s expense,” after “Contract Documents,”

SC.17 GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

1. In paragraph 3.2.2.3, **add** the words “as the Owner considers appropriate” after the words “GC 11.1 - INSURANCE” in the second line.
2. **Add** the following sentence to paragraph 3.2.3.4 “Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of deficiencies in the work of the Other Entities except those deficiencies not then reasonably discoverable.”
3. **Add** new paragraph 3.2.3.5 as follows:

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- “.5 coordinate and perform the Work with care and diligence so as to ensure that the Owner and the Other Entities will be in a position to proceed according to schedule with the delivery, installation and testing of the equipment and other components to be incorporated into the Project and allow the Owner and the Other Entities reasonable opportunity to receive and store materials and products on site and to perform their work.”

SC.18 GC 3.4 CONSTRUCTION SCHEDULE

1. **Delete** paragraph 3.4.1 and **replace** with the following:

“3.4.1 The Contractor shall:

- .1 prior to commencement of construction, prepare and submit to the Owner and the Consultant for their review and acceptance a construction schedule indicating the critical path for the Project, using Microsoft Project (.mpp format) or equivalent, 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 including, without limitation, a Products delivery schedule with respect to the Products whose delivery is critical to the schedule of the Work. The Contractor shall provide the schedule information required by this paragraph 3.4.1.1 in both electronic format and hard copy. Once approved by the Owner and the Consultant, the construction schedule submitted by the Contractor under this paragraph 3.4.1.1, as updated by the Contractor and approved by the Owner, shall become the “Construction Schedule”;
- .2 monitor the progress of the Work on a weekly basis relative to the Construction Schedule and update the Construction Schedule on a monthly basis;
- .3 perform the Work in accordance with the Construction Schedule;
- .4 advise the Consultant of any revisions required to the Construction Schedule as a result of extension of the Contract Time in accordance with PART 6 - CHANGES IN THE WORK; and
- .5 identify potential variances between scheduling and scheduled completion dates and implement necessary adjustments in the Construction Schedule in order to attain Substantial Performance of the Work by the Substantial Performance Date and to attain the date set out for Ready-for-Takeover in the Construction Schedule.”

2. **Add** new paragraphs 3.4.2 and 3.4.3 as follows:

“3.4.2 On request of the Consultant, the Contractor shall provide information regarding the progress of the Work or any part of it, or, copies, schedules

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and orders covering materials, components and services. The Contractor shall cooperate fully with the Consultant, and shall ensure that all Subcontractors and Suppliers and anyone for whom the Subcontractors and Suppliers may be responsible also cooperate and make available on request the same documents.

- 3.4.3 Without limiting the other obligations of the Contractor under GC 3.4, the Contractor shall not amend the Construction Schedule (including, without limitation, any changes to the critical path) without the prior written approval of the Owner.”

SC.19 GC 3.5 CONTRACTOR’S PERSONNEL COMMITMENT

1. **Delete** GC 3.5 - SUPERVISION in its entirety and **replace** it with the following:

“GC 3.5 CONTRACTOR’S PERSONNEL COMMITMENT

- 3.5.1 The Contractor shall furnish a competent and adequate staff, who shall be in attendance at the Place of the Work at all times, as necessary, for the proper administration, co-ordination, supervision and superintendence of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workmen on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 3.5.2 Prior to commencement of the Work, the Contractor shall select a competent and experienced full time project manager (the “**Project Manager**”), and a competent and experienced full time site supervisor (the “**Site Supervisor**”) who shall be in attendance at the Place of the Work at all times. The Project Manager shall have full responsibility for the prosecution of the Work, with full authority to act in all matters as may be necessary for the proper co-ordination, supervision, direction and technical administration of the Work, who shall attend site meetings in order to render reports on the progress of the Work and who shall have authority to bind the Contractor in all matters related to this Contract. The Project Manager and the Site Supervisor shall be satisfactory to the Owner and shall not be changed except for good reason and with the prior written approval of the Owner.
- 3.5.3 The Project Manager and Site Supervisor shall represent the Contractor at the Place of the Work and notices and instructions given to the Project Manager and/or the Site Supervisor shall be held to have been received by the Contractor.
- 3.5.4 The Contractor may not change its Project Manager or its Site Supervisor without the Owner’s prior written approval which shall not be unreasonably withheld. Further, the Contractor shall not employ or continue to employ on the Work anyone to whom the Owner may reasonably object.
- 3.5.5. The Contractor shall provide the Owner and the Consultant with the names, addresses and telephone numbers of the Project Manager, the

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Site Supervisor and other responsible field persons who may be contacted for emergency and other reasons during non-working hours.”

SC.20 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

1. In paragraph 3.6.4 **add** “or anyone else performing the Work” after “Supplier”.
2. **Add** new paragraph 3.6.7 as follows:

“3.6.7 The Contractor shall not change any of the Subcontractors or Suppliers proposed by it in writing and accepted by the Owner at the signing of the Contract without the Owner’s prior written consent or execute any subcontracts for the performance of the Work without the Owner’s prior written consent.”

SC.21 GC 3.7 LABOUR AND PRODUCTS

1. **Delete** paragraph 3.7.1 and **replace** it with the following:

“3.7.1 The Contractor shall:

 - .1 maintain good order and discipline among all personnel engaged on the Work;
 - .2 not employ any persons on the Project whose labour affiliation (or lack thereof) is incompatible with other labour employed in connection with this Project or at the Place of the Work; and
 - .3 act promptly on all problems of labour relations including grievances and jurisdictional disputes. The Contractor shall not employ on the Work anyone not skilled in the task assigned to it and the Owner has the right to require the Contractor to remove from the workforce for the Work any employee, representative or other personnel deemed by the Owner, acting reasonably, to be incompetent, careless or otherwise objectionable, or whose actions are contrary to public interest or inconsistent with the best interest of the Owner.”
2. **Amend** paragraph 3.7.3 as follows:
 - (a) **add** “and free from defects.” after “new”; and
 - (b) **delete** the second sentence of paragraph 3.7.3 and **replace** it with the following:

“All Products and workmanship shall be in every respect of the best quality and the Work shall be performed in accordance with the best modern practice. Whenever the Contract Documents, or directions of the Consultant, admit of a reasonable doubt about what is permissible, and when they fail to state the quality of any Work, the interpretation that requires the quality be consistent with the quality of similar Products specified is to be followed.”
3. **Add** new paragraph 3.7.4 as follows:

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“3.7.4 The cost for overtime required beyond the normal working day to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or work that the Contractor elects to perform at overtime rates without the Owner or the Consultant requesting it shall not be chargeable to the Owner and shall be at the sole cost and expense of the Contractor.”

4. **Add** new paragraph 3.7.5 as follows:

“3.7.5 The Owner and the Contractor acknowledge and agree that the beneficial ownership of any portion of the Products required by the Contract Documents to be incorporated and form part of the Work shall pass to the Owner immediately upon payment therefore or upon incorporation thereof as part of the Work, whichever first occurs. For greater certainty, title to Products delivered, but not installed, shall pass to the Owner when paid for (subject to any applicable holdback). The Contractor agrees to promptly execute and deliver to the Owner, from time to time as the Owner may require, any further documentation required to identify, evidence, perfect or protect the Owner’s beneficial, or registered, interest in the Products, including, without limitation, any registrations pursuant to the Personal Property Security Act (Ontario). Notwithstanding the foregoing, the Contractor acknowledges and agrees that it shall continue to bear the risk of loss or damage with respect to the Work until the date of acceptance of the Work by the Owner in accordance with the Contract Documents.”

SC.22 GC 3.8 SHOP DRAWINGS

1. In paragraph 3.8.1 **add** “or as the Consultant may reasonably request” at the end of the paragraph.

SC.23 GC 3.9 OPERATIONAL RISKS

1. **Add** new GC 3.9 - OPERATIONAL RISKS as follows:

“GC 3.9 OPERATIONAL RISKS

3.9.1 The position of all pole lines, conduits, water mains, sewers and other underground and overground utilities and structures is not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting Work, the Contractor shall inform itself of the exact locations of such utilities and structures, and shall be liable for damages, as a result of any act or omission, to any utilities identified or reasonably to have been identified, whether or not the result of negligence, by those for whom he is responsible. Unless otherwise specified, the Contractor shall temporarily support or relocate such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures. The Contractor waives any claim and releases the Owner and the agents of the Owner from all liability for damages suffered as a

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result of such Contract Drawings or any operation required under this paragraph.

- 3.9.2 Permanent relocation of underground or overhead utilities will be performed and paid for by the Owner, if necessitated by coincidence of lines or grades, or both unless such relocation has been specifically included within the Work by the drawings or specifications. The Contractor shall be responsible for scheduling permanent relocations of utilities with the Work.
- 3.9.3 The Consultant will provide the Contractor in writing with bench marks and points of reference to be used by him in setting out the Work. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre lines stakes, grade stakes, offsets and site rails."

SC.24 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 1. **Delete** GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety and **replace** it with the following:

"GC 5.1 ESTIMATES

- 5.1.1 On the 25th day of each month during the Contract Time, the Contractor will deliver to the Consultant a draft of the Contractor's proposed application for payment for all of the Work performed by the Contractor in that month (a "**Draft Application**"), in order to facilitate and expedite payments under GC 5.2 APPLICATIONS FOR PAYMENT, GC 5.3 PAYMENT and GC 5.5 FINAL PAYMENT, including an estimate of the Work to be performed and Products to be delivered at the date of such application for payment but before the end of that month and including any reports or certificates confirming the satisfactory completion of any Commissioning and Testing of any part of the Work that the Contractor will include in its final and proper application for payment pursuant to paragraph 5.2.1.
- 5.1.2 The Contractor shall review with the Consultant and the Owner, at a scheduled time, the Draft Application and the percentage of the Work completed for each item indicated in the schedule of values. This procedure shall be complied with for each Draft Application for payment.
- 5.1.3 Nothing in GC 5.1 - ESTIMATES is intended to condition, pre-condition, prevent or delay the Contractor's right to submit its final and proper applications for payment in accordance with paragraph 5.2.1 of this Contract and the Payment Legislation."

SC.25 GC 5.2 APPLICATIONS FOR PAYMENT

- 1. **Delete** paragraphs 5.2.1 and 5.2.2 and **replace** with the following:

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- “5.2.1 Notwithstanding GC 5.1 ESTIMATES and the submission of a Draft Application, the Contractor shall submit two copies its final and proper application for payment to the Consultant and the Owner, in a form satisfactory to the Owner, monthly as the Work progresses on the first Working Day after the end of the month to which the application for payment relates. Deviation or incomplete submissions with respect to the form will require resubmission of the application for payment. Applications for payment not submitted on that day may be deferred by the Owner to the next following month. Applications for payment submitted after the 180th day after the end of the month to which the application for payment relates will not be accepted or paid for by the Owner.
- 5.2.2 The Contractor shall ensure that each application for payment for Work complies with the requirements set out in this Contract, and will include as part of it application for payment of all the documents and information required in this Part 5 - PAYMENT and required for a Proper Invoice, including any reports or certificates confirming the satisfactory completion of any Commissioning and Testing of any completed part of the Work. The Owner may, in its discretion, reject any application for payment that does not comply with GC 5.2 - APPLICATIONS FOR PAYMENT, or the Owner may withhold up to 100 per cent of the amounts otherwise payable in relation to that application for payment until such application for payment includes all of the documents and information required under this Part 5 - PAYMENT and for a Proper Invoice. Without limiting the foregoing, authorization for payment of products and materials purchased under conditional sales contracts shall not be made by the Owner until evidence of payment is submitted.”
2. **Delete** paragraph 5.2.7 in its entirety and replace with “INTENTIONALLY DELETED.”

SC.26 GC 5.3 PAYMENT

1. In paragraph 5.3.1.1 **delete** “10 calendar days” and **replace** with “5 Working Days”
2. **Delete** paragraph 5.3.1.2 in its entirety and **replace** with the following:
“subject to the certifications set out in the Consultant’s certificate for payment and to the Payment Legislation, including the delivery of a notice of non-payment under the Payment Legislation, the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT on or before 28 days after the date that the Consultant or the Owner receives the Contractor’s application for payment and Proper Invoice in accordance with this Contract.”
3. **Add** new paragraphs 5.3.2 and 5.3.3 as follows:
“5.3.2 If the Contractor fails to comply with paragraph 5.2 APPLICATIONS FOR PAYMENT or paragraph 10.4 WORKERS’ COMPENSATION, the Owner shall not be required to make payments to the Contractor until the obligation has been complied with.

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- 5.3.3 Payment by the Owner pursuant to the Contract shall not preclude the Owner from thereafter disputing any of the items involved and shall not be construed as acceptance of any part of the Work.”

SC.27 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

1. **Add** “Subject to paragraph 3.2 of Article A-3 - CONTRACT DOCUMENTS,” at the beginning of paragraph 5.4.1.
2. **Delete** paragraphs 5.4.2 through 5.4.6, inclusive, in their entirety and **replace** them with the following:

“5.4.2 At the time of issuance by the Consultant of the certificate of Substantial Performance of the Work, the Consultant shall:

 - .1 notify the Contractor of the value of the Warranty Holdback required by paragraph 12.4 WARRANTY SECURITY HOLDBACK, hereof.
 - .2 prepare a separate certificate (the “Substantial Performance Payment Certificate”) showing:
 - (i) the value of work completed to date,
 - (ii) the value of outstanding or uncompleted work,
 - (iii) the value of the required Warranty Holdback,
 - (iv) the amount of the holdback being held in accordance with the Payment Legislation (allowing for any previous release of holdback to the Contractor in respect of completed Subcontractors, Suppliers and deliveries of pre-selected equipment),
 - (v) the amount due the Contractor, and
 - .3 prepare a payment certificate releasing to the Contractor the holdback held in accordance with the Payment Legislation in respect of Work performed up to the Substantial Performance Date which will certify, among other matters, that all documents and information have been delivered by the Contractor that are required under GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK.

5.4.3 After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:

 - .1 submit an application for payment of the holdback amount containing all of the information and documents required under this Contract and of a Proper Invoice;
 - .2 an original statutory declaration in the form of CCDC 9A, or other form of statutory declaration that includes the same unqualified declaration, that all liabilities incurred by the Contractor and its

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Subcontractors and Suppliers in carrying out the Contract have been discharged, and that all liens in respect of the Contract and subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into court, to state that all accounts for materials, labour, subcontracts, products, construction equipment, and other indebtedness which may have been incurred by the Contractor, or by any Subcontractor or Supplier, up to the date of Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute;

- .3 submit a written undertaking by the Contractor to complete expeditiously any outstanding Work and to discharge all unfulfilled obligations under the Contract;
 - .4 submit the Contractor's final claim for all amounts incurred before and on the date of Substantial Performance of the Work;
 - .5 submit a Release by the Contractor;
 - .6 submit any certificates, inspection reports, or data resulting from Commissioning and Testing required under the Contract Documents confirming the satisfactory completion of such Commissioning and Testing;
 - 7. all documents evidencing that the Work complies with the Excess Soil Legislation and such other documents as required by the Excess Soil Legislation;
 - .8 submit all manuals, as-built drawings and other turnover documents required under the Contract Documents; and
 - .9 any additional information that the Owner or the Consultant may reasonably require."
- 5.4.4 Notwithstanding the foregoing, if the Contractor has not provided the documents required by the General Conditions by the 30th day after the publication of the certificate of Substantial Performance of the Work, the Owner, at its discretion, shall be entitled to withhold an amount equal to up to 100 per cent of the amount of statutory holdback as security for the Contractor's delivery of the outstanding document(s). In the event of a withholding under this GC 5.4.4, the Owner shall pay the withheld amount to the Contractor upon the earlier of (a) the Contractor's delivery of such documents, (b) the end of the limitation period related to any claim that could arise from the Contractor's non-delivery, and (c) a determination by the Consultant that such withheld amount should be released to the Contractor.
- 5.4.5 Subject to the requirements of any Payment Legislation and the delivery by the Owner of a notice of non-payment under the Payment Legislation, the statutory holdback amount and any other holdback amount authorized

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by the certificate for payment of the holdback, shall become due and payable to the Contractor on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work.”

- 5.4.6 Subject to the requirements of any Payment Legislation, the delivery by the Owner of a notice of non-payment under the Payment Legislation, and, without duplication, the payments of progressive releases of holdback made pursuant to paragraph 5.4.5, this paragraph 5.4.6, and paragraph 5.4.7, the statutory holdback amount and any other holdback amount authorized by the certificate for payment of the holdback, the Owner may pay such holdback to the Contractor on the date that is the day after all liens that may be claimed against the statutory holdback accruing for the applicable Contractual Milestone have expired or have been satisfied, discharged or otherwise provided for under the Payment Legislation (the “**Contractual Milestone Holdback Payment Date**”).
- 5.4.7 The Owner shall not be obliged to release any accrued holdback on a phased basis or on the Contractual Milestone Holdback Payment Date unless and until all of the following conditions have been satisfied:
- .1 the Contract Price is greater than \$10,000,000 (or such higher amount as set out in the Regulations under the Payment Legislation), and the subcontract price for any Subcontractor or Supplier whose holdback is included in the Contractor’s application for payment of accrued holdback is greater than \$5,000,000;
 - .2 the Contract provides a description of the applicable Contractual Milestone;
 - .3 the Contractor has included similar provisions for the release of accrued holdback upon the completion of a Contractual Milestone in its subcontracts with applicable Subcontractors and Suppliers. The Owner will not be obliged to release holdback in respect of subcontracts with applicable Subcontractors and Suppliers if the applicable subcontract does not include an acknowledgement that holdback will be released on a phased basis in accordance with the Payment Legislation and this Contract, and a requirement for the Contractor to pay the Subcontractor or Supplier the holdback within 7 days of receipt of same from the Owner, and the Contractor will provide evidence of such terms upon request by the Owner;
 - .4 the Contractor is not in default at the time of its application for payment or on the Contractual Milestone Holdback Payment Date; and
 - .5 as of the Contractual Milestone Holdback Payment Date, (i) there are no liens registered against title or claims to lien to the Place of the Work or any claims for lien given to the Owner, (ii) all liens in

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respect of the Contract have been satisfied, discharged or otherwise provided for under the Payment Legislation, (iii) the Owner has not issued to the Contractor a notice of non-payment of holdback, (iv) there are no adjudications or claims (including lien claims) outstanding between the Contractor and any of its Subcontractors or Suppliers, and (v) the Contractor has not received any written notice of lien.

- 5.4.8 the Contractor agrees to defend, indemnify and hold harmless the Owner from and against all actions, claims, demands, losses, costs (including fees and disbursements), damages, suits or proceedings whatsoever which may be brought against or made upon the Owner and against all loss, liability, judgments, claims, suits, demands or expenses which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of the payment of holdback pursuant to paragraphs 5.4.5, 5.4.6, or 5.4.7."

3. **Add** new paragraph 5.4.6 as follows:

"5.4.6 If there are Non-Contiguous Improvements, then, pursuant to the Payment Legislation, the Owner shall release holdback in accordance with this GC 5.4 upon the issuance of a certificate of Substantial Performance of the Work for each such improvement. The parties acknowledge and agree that, notwithstanding any release of holdback pursuant to this paragraph 5.4.6, the Owner shall be entitled to withhold amounts for the purposes of and pursuant to GC 12.4 - WARRANTY HOLDBACK as if the Owner had not made any release of holdback pursuant to this GC 5.4.6."

SC.28 GC 5.5 FINAL PAYMENT

1. In paragraph 5.5.1.1 **add** "as defined in Section 2(3) of the *Construction Act*" after the words "Work is completed" and **add** "containing all of the information and documents required under this Contract and of a Proper Invoice and including all final reports and certificates confirming satisfactory completion of all required Commissioning and Testing, to the extent applicable" after the words "final payment".
2. **Amend** paragraph 5.5.4 as follows:
 - (a) **add** "and provided that the Contractor has satisfied the requirements of paragraph 5.5.1," after "Place of the Work"; and
 - (b) **delete** "5 calendar days after" and **replace** with "28 calendar days after".
3. **Add** new paragraph 5.5.5 as follows:

"5.5.5 At the time of issuance by the Consultant of the final certificate of payment, the Consultant shall:

 - .1 Prepare a certificate (the "**Completion Payment Certificate**") showing:

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- (i) the final Contract Price,
 - (ii) the amount of the further 10 per cent holdback (based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate),
 - (iii) the value of the required Warranty Holdback, and
 - (iv) the amount due to the Contractor.
- .2 Prepare a payment certificate releasing to the Contractor the further 10 per cent holdback. Subject to the provisions of the Payment Legislation, including the Owner's issuance of a notice of non-payment of holdback, and the submission by the Contractor of the documents required by the General Conditions, such further 10 per cent holdback shall become payable after 60 days from the date of completion of the Work as established by the final certificate of payment.

If, at the end of the Warranty Period, any monies are still being retained by the Owner as Warranty Holdback or for other reasons, the Consultant will issue a certificate (the "**Warranty Holdback Payment Certificate**") releasing the monies due the Contractor."

SC.29 GC 5.6 DEFERRED WORK

1. In paragraph 5.6.1 **delete** "If" and **replace** with "Subject to applicable lien legislation, if".

SC.30 GC 5.8 LIENS

1. **Add** new GC 5.8 LIENS as follows:

"GC 5.8 LIENS

- 5.8.1 Notwithstanding any other term or condition in the Contract Documents, the Owner shall not be obligated to make payment to the Contractor, if at any time such certificate or payment was otherwise due:
- .1 a claim for lien arising from the performance of the Work has been registered against the Place of Work, or given to the Owner,
 - .2 a written notice of lien has been delivered to the Owner in accordance with the Payment Legislation; or
 - .3 the Owner or mortgagee of the Place of Work has received a written notice of lien.
- 5.8.2 In the event that a construction lien arising from the performance of the Work is registered against the Place of Work, or given to the Owner, the Contractor shall, within 10 calendar days, at its sole expense, vacate or discharge or otherwise remove the lien from title to the premises. If the lien is merely vacated, the Contractor shall, if requested, undertake the

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Owner's defence of any subsequent lawsuit commenced in respect of the lien at the Contractor's sole expense.

- 5.8.3 In the event that the Contractor fails or refuses to vacate or discharge a construction lien within the time prescribed above, if the Owner receives a notice of lien, the Owner shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Owner in so doing (including, without limitation, legal fees on a full indemnity basis, disbursements, the cost of any security to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Contractor, and the Owner may deduct such amounts from amounts otherwise due or owing to the Contractor. If the Owner vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the Payment Legislation if the lien had not been vacated.
- 5.8.4 Without limiting any of the foregoing, the Contractor shall indemnify the Owner for all costs (including, without limitation, legal fees on a full indemnity basis) it may occur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the Owner by any person that provided services or materials to the Place of Work which constituted a part of the Work.
- 5.8.5 This GC 5.8 does not apply to construction liens claimed by the Contractor."

SC.31 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

1. In paragraph 6.1.1.2 **add** "or a Change Directive" after "Change Order".
2. **Add** new paragraphs 6.1.3 to 6.1.8 as follows:
 - "6.1.3 The value of a change shall be determined in one or more of the following methods: (a) by estimate and acceptance in a lump sum; (b) by unit prices set out in the Contract or subsequently agreed upon; (c) by cost and a fixed or percentage fee.
 - 6.1.4 Where changes in the Work are paid for under method (b) of paragraph 6.1.3, the value of changes is based on the net difference in quantities with the appropriate unit rate applied.
 - 6.1.5 Where changes in the Work are to be paid under method (c) of paragraph 6.1.3, the cost to the Owner shall be the actual cost of credits and where additional Work is required, the cost to the Owner shall be the actual cost of the additional Work performed by the Contractor and all Subcontractors and Suppliers as determined in accordance with paragraph 6.3.7 to 6.3.10 changing "Change Directive" to "Change Order" plus a percentage covering overhead and profit, after all credits included in the change have been deducted. Wherein changes in the Work are to be paid under

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method (c) of paragraph 6.1.3, an allowance covering overhead and profit shall be calculated as follows:

.1 the Contractor may charge on such additional Work performed by the Contractor's own forces, a total of ten (10) per cent for such Work (comprised of five (5) percent overhead and five (5) percent profit) with no markup on credits;

.2 the Subcontractor or Supplier may charge on such additional Work performed by such Subcontractor or Supplier, a total of ten (10) per cent (comprised of five (5) percent overhead and five (5) percent profit) with no markup on credits; and

.3 the Contractor may charge an additional five (5) percent on the amounts charged (including the amounts in paragraph 6.1.5.2) by the Subcontractors or Suppliers for the additional Work performed by the Subcontractor or Suppliers.

- 6.1.6 If any change in the Work is made by which the amount of Work to be done is decreased, or if the whole or any portion of the Work is dispensed with, the Owner shall, subject to paragraph 6.1.3, not be liable to the Contractor for any 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.
- 6.1.7 A Change Order shall be a final determination or adjustment in the Contract Time and Contract Price. There shall be no adjustments to the Contract Time or Contract Price or compensation or payment of any kind whatsoever (including, without limitation, claims for loss of productivity) based on the aggregate number, scope or value of changes in the Work whether resulting from Change Order or Change Directive.
- 6.1.8 It is the express intention of the parties that any claims by the Contractor for a change in the Contract Price and/or Contract Time shall be barred unless there has been strict compliance with the requirements of all of PART 6 - CHANGES IN THE WORK and the Contractor has notified the Owner and Consultant, within the earlier of: (i) ten (10) Working Days of any event or circumstance of which Contractor has knowledge which provides the Contractor with a change in the Contract Price and/or Contract Time pursuant to the terms and conditions of the Contract, or (ii) such other period of time expressly allowed for by the Contract. Such notice from the Contractor shall include without limitation, sufficient and adequate information and documentation to allow the Consultant and the Owner to properly consider the claim of the Contractor (including, without limitation, the cause of the change in the Contract Time, a description of the impact on the change in the Contract Time will have on the critical path of the Construction Schedule and a description of the portions of the Work affected thereby and a breakdown of the change in the Contract Price, together with all pertinent details and all other backup information and documents). The Contractor has an ongoing obligation to augment

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the information and documents described in this paragraph as it becomes available. No course of conduct or dealing between the parties, no failure or delay by the Contractor or any Subcontractor in obtaining or providing the required information or documents in respect of a change, no express or implied acceptance of alterations or additions to the Work, and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this Contract or a claim for any extension of the Contract Time."

SC.32 GC 6.3 CHANGE DIRECTIVE

1. **Delete** paragraph 6.3.2 and **replace** it with "INTENTIONALLY DELETED"
2. **Delete** paragraph 6.3.3 and **replace** it with "INTENTIONALLY DELETED".
3. In paragraphs 6.3.7.3 and 6.3.7.4, **delete** everything after "hand tools".
3. In paragraph 6.3.7.1 (2) **add** "required as a result of the change" after "materials or equipment".
4. **Add** the following to the end of paragraph 6.3.7.6: ", provided however that the costs included in such amounts shall be limited to the actual costs of the items described in this paragraph 6.3.7 changing 'Contractor' to 'Subcontractor' as necessary".
5. In paragraph 6.3.7.7 **add** "reasonable" before "travel".
6. At the end of paragraph 6.3.7, **add** the following:

"All other costs attributable to the change in the Work including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of paragraph 6.1.5 of GC 6.1 OWNER'S RIGHT TO MAKE CHANGES".

SC.33 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. In paragraphs 6.4.1.1 and 6.4.1.2 **add** "or the Reports" after "Contract Documents".
2. In paragraph 6.4.2 **add** "Having regard to and subject to the liabilities and responsibilities assumed by the Contractor pursuant to GC 3.9 - OPERATIONAL RISK," at the beginning of the first and second sentences.
3. **Add** the following to the end of paragraph 6.4.4 "or GC 15 EXCESS SOIL, as applicable."
4. **Add** new paragraph 6.4.5 as follows:

"6.4.5 Without limiting the generality of any other provision in the Contract Documents, during the performance of the Work, the Contractor shall, as a part of the Contract Price and Work, perform any additional geotechnical and subsurface and other investigations, tests and studies beyond those being provided by the Owner, which a reasonable and prudent contractor would conduct to ascertain the nature and extent of

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subsurface or otherwise concealed physical conditions at the Place of the Work.”

SC.34 GC 6.5 DELAYS

1. In paragraph 6.5.1 **delete** “performance of the Work” in the first line and **replace** with “performance of a critical path activity on the Construction Schedule” and **delete** “them” in the second line and **replace** with “the Consultant”.
2. In paragraph 6.5.1 **add** the following to the end of the 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.”
3. **Delete** paragraph 6.5.2 in its entirety and **replace** it with “INTENTIONALLY DELETED.”
4. **Delete** paragraph 6.5.3 in its entirety and **replace** it with the following:

“6.5.3 If the Contractor is delayed in the performance of the Work by:

 - .1 labour disputes, strikes, lock-outs affecting the Work or the Project,
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions,
 - .4 any cause beyond the Contractor’s control that would make performance of the Work impossible other than one resulting from a default or breach of Contract by the Contractor, or
 - .5 a stop work order issued by a court or other public authority, including but not limited to an order issued as the result of an act or omission of the Contractor or any person or other entity employed or engaged by the Contractor directly or indirectly,

then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly or indirectly provided that the Owner shall, in such instance, only be liable for reasonable 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.”

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5. In paragraph 6.5.4, **add** “and Owner” after “Consultant” and **add** the following to the end:

“Without limiting the generality of the foregoing, the following shall also apply to the event of delay dealt with by paragraphs 6.5.1 or 6.5.3:

- .1 the notice provided by the Contractor as set out in this paragraph 6.5.4 shall include, without limitation, the information and documentation required by paragraph 6.1.8.
- .2 the Contractor shall take all reasonable steps to minimize the impact of the delay event upon the performance of the Work, the Contract Time and the Contract Price, resume performance of all its obligations under the Contract affected by the delay as soon as practicable and use all reasonable endeavours to remedy any failure to perform.

Failure to adhere strictly to these notice provisions shall constitute a waiver and release of any obligation of the Owner to extend the Contract Time as a result of such delay and of any claim by the Contractor for costs as a result of such delay.”

6. **Add** new paragraph 6.5.6 as follows:

“6.5.6 If the Work should be behind schedule for a reason other than as described in paragraphs 6.5.1 or 6.5.3, or if any of the Subcontractors or Suppliers or anyone for whom they are responsible delay the progress of any portion of the Work necessary to complete the Work on schedule, the Contractor shall not be relieved of its obligations under the Contract Documents and shall use all possible and, if necessary, extraordinary measures to bring the Work back on schedule. The Contractor shall exercise all reasonable means within its discretion, such as directing any Subcontractors or Suppliers creating delays to increase their labour forces and equipment, to improve the organization and expediting of the Work, or to work overtime as may be necessary. The Contractor shall provide any additional supervision, co-ordination and expediting, including overtime by its own personnel as may be required to achieve this end. The costs and expenses incurred by the use of such measures and overtime shall be borne by the Contractor, the Suppliers and/or the Subcontractors.”

SC.35 GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 1. In paragraph 7.1.1 **add** “or terminate the Contract” after “Work” in the fourth line.
- 2. In paragraph 7.1.2 **add** “, fails or neglects to maintain the latest Construction Schedule provided pursuant to paragraph 3.4” immediately following the word “properly” in the first line and **delete** “to a substantial degree and if the Consultant has given a written statement to the Owner and the Contractor which provides the detail of such neglect to perform the Work properly or such failure to comply with the requirements of the Contract to a substantial degree.”

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3. In paragraph 7.1.5 **add** “or terminates the Contract” after “Work” in the first line and **add** “without prejudice to any other right or remedy which is available to the Owner” before “the Owner shall be”.
4. In paragraph 7.1.5.2 **delete** “until a final certificate for payment is issued”.
5. In paragraph 7.1.5.3 **delete** “; however, if such costs of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference”.
6. **Add** paragraphs 7.1.7 to 7.1.11 as follows:
 - “7.1.7 Notwithstanding any other provision in the Contract Documents, the Contract may be terminated by the Owner without cause. Any such termination shall be effected by delivery to the Contractor of a notice of termination, specifying the date upon which such termination becomes effective. The Owner’s entitlement to so terminate the Contract shall be absolute and unconditional and exercisable by the Owner in its sole and absolute discretion.
 - 7.1.8 In the event of any termination by the Owner pursuant to paragraph 7.1.7, the Contractor shall only be entitled to payment of the following amounts:
 - .1 that portion of the Contract Price relating to Work performed prior to the termination date, as certified by the Consultant; plus
 - .2 Subcontractor and sub-subcontractor cancellation costs (which costs shall not include loss of profit claims) reasonably incurred by the Contractor as the result of such termination; provided the Contractor has substantiated such costs to the Owner’s reasonable satisfaction and after the Owner has reviewed the details thereof; plus
 - .3 subject in all cases to the Owner being informed of all details relating thereto and the prior written approval of the Owner being obtained (which approval may not be unreasonably withheld), reasonable demobilization costs defined to include equipment and office dismantling, transportation to Contractor’s storage facility, lease or rental cancellation costs, transportation of the Contractor’s employees to their home offices, provided each such demobilization cost shall be reasonable and substantiated (to the Owner’s reasonable satisfaction) by the Contractor.
 - 7.1.9 Except as described in paragraph 7.1.8, the Contractor shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, indirect, special, consequential or other damages, including, without limitation, loss of profits, loss of opportunity or loss of productivity, notwithstanding any other provision of the Contract Documents.
 - 7.1.10 The terms of the Contract, which expressly or by their nature are intended to survive the termination or discharge of the Contract, shall survive such

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termination or discharge including, without limitation, GC 12.3
WARRANTY.

- 7.1.11 Upon a termination, the Owner may publish a notice of termination in the form and manner prescribed in the Payment Legislation. For greater certainty, a termination in accordance with this GC 7.1 will be effective whether or not a notice of termination is published.”

SC.36 GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. In paragraph 7.2.2 **delete** “20” and **replace** with “60”.
2. In paragraph 7.2.3 **add** “and instructing the Owner to correct the default in the five (5) Working Days immediately following the receipt of such Notice in Writing” after “contractual obligations”.
3. **Delete** paragraph 7.2.3.1 in its entirety and **replace** with “INTENTIONALLY DELETED”.
4. In paragraph 7.2.3.2 **add** “subject to the other terms and conditions of the Contract,” before “the Owner”.
5. In paragraph 7.2.3.4 **delete** “except for GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER”.
6. **Delete** paragraph 7.2.4. in its entirety, **renumber** paragraph 7.2.5 as paragraph 7.2.6 and **add** the following new paragraphs 7.2.4 and 7.2.5:

“7.2.4 If the default cannot be corrected in the 5 Working Days specified, the Owner shall be in compliance with the Contractor’s instructions if the Owner:

 - .1 commences the correction of the default within the specified time; and
 - .2 provides the Contractor with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with such schedule.

7.2.5 If the Owner fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Contractor may have, the Contractor may suspend the Work for not more than 90 days or terminate the Contract.”

SC.37 GC 8.1 AUTHORITY OF THE CONSULTANT

1. **Delete** paragraph 8.1.1 and **replace** with the following:

“8.1.1 All differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be referred to the Consultant in the first instance. A dispute which is not resolved by the findings of the Consultant shall only be

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settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTIONS except if the Owner and the Contractor both agree, in a duly executed agreement in writing otherwise pursuant to paragraph 8.3.9.”

2. **Delete** paragraphs 8.1.2 and 8.1.3 in their entirety and **replace** with the following:

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

SC.38 GC 8.2 ADJUDICATION

1. **Add** new paragraphs 8.2.2 and 8.2.3, as follows:

“8.2.2 If the Contractor issues a notice of adjudication to the Owner, it will include with such notice a description of the reasons for its dispute that includes a reference to the applicable application for payment and Proper Invoice, all Notices in Writing demanding payment, authority for the claim under the Contract (including copies of any applicable Change Order, Change Directive or written approval of any change).

8.2.3 The parties acknowledge and agree that the adjudication of a payment dispute in accordance with the Payment Legislation will not pause, withdraw, discontinue, or prejudice any mediation, arbitration, or court proceeding that relates to the same matter and that was commenced prior to the delivery of a notice of adjudication under the Payment Legislation unless the parties otherwise agree in writing.”

SC.39 GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

1. In paragraph 8.3.1 **delete** “‘Rules of Mediation and Arbitration of Construction Industry Disputes’ in effect at the time of bid closing” and **replace** with “Rules of Mediation and Arbitration, as applicable”.
2. In paragraph 8.3.1.2 **delete** “either party by Notice in Writing requests” and **replace** with “both parties agree”.
3. In paragraph 8.3.4 **delete** “Rules of Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing” and **replace** with “Rules of Mediation and Arbitration, as applicable”.

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4. In paragraph 8.3.6 **delete** “rules for mediation as provided in CCDC 40 in effect at the time of bid closing” and **replace** with “Rules of Mediation and Arbitration, as applicable”.
5. **Add** a new paragraph 8.3.9 as follows:
“8.3.9 This GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION, the parties acknowledge that they may, by mutual agreement in writing, agree to refer a particular dispute directly to court.”

SC.40 GC 9.1 PROTECTION OF WORK AND PROPERTY

1. In paragraph 9.1.1 and paragraph 9.1.3, **delete** “property adjacent to the Place of the Work” and **replace** with “property adjacent to, in the vicinity of or proximate to the Place of the Work”.
2. **Delete** paragraph 9.1.1.1 in its entirety and **replace** with “INTENTIONALLY DELETED.”

SC.41 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1. **Add** new paragraphs 9.2.10 to 9.2.14 as follows:
“9.2.10 Neither the Contractor nor anyone for whom it is responsible shall bring on to the Place of the Work any toxic or hazardous substances and materials except as needed in order to perform the Work. If such toxic or hazardous substances or materials are required, storage in quantities sufficient to allow work to proceed for fourteen (14) calendar days only shall be permitted. All such toxic and hazardous materials and substances shall be handled and disposed of only in accordance with all Laws that are applicable at the Place of the Work. Without limiting the generality of any other provision in the Contract, the Contractor shall promptly provide the Owner with Material Safety Data Sheets for such toxic or hazardous substances or materials.
9.2.11 The Contractor shall indemnify and hold harmless the Owner and Consultant and their respective officers, directors, agents and employees, independent contractors from and against any and all liabilities, costs, expenses, and claims resulting from bodily injury, including death, harm or damage to the environment, and damage to property of any person, corporation or other entity, that arises from the use by the Contractor or anyone for whom the Contractor is responsible of any toxic or hazardous substances or materials at the Place of the Work.
9.2.12 The Contractor shall be familiar with, and comply with, the workplace hazardous materials information system. The Contractor shall ensure that all employees and Subcontractors and anyone for whom they are responsible who work with or in proximity to hazardous material fully understand all potential hazards and have been thoroughly trained to deal with any emergencies. Without limiting the generality of the foregoing, all employees and Subcontractors and anyone for whom they are responsible shall be able to:

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- a) Recognize and understand the labelling on hazardous materials;
and
- b) Understand material safety data sheets and are knowledgeable on
how to safely use, store, handle and dispose of hazardous
materials.

9.2.13 The Contractor shall ensure all material safety data sheets pertinent to
the completion of the Work are at the Place of the Work.

9.2.14 For the purposes of GC 9.2 - Toxic and Hazardous Substances, the
definition of Hazardous Material shall exclude Excess Soil.”

SC.42 GC 9.4 CONSTRUCTION SAFETY

1. **Add** new paragraphs 9.4.6 and 9.4.7 as follows:

“9.4.6 Without restricting the generality of the foregoing, the Contractor
acknowledges that the Contractor is the “constructor” and the “employer”
within the meaning of the *Occupational Health and Safety Act* (Ontario)
and the Contractor undertakes to carry out the duties, obligations and
responsibilities of the constructor and the employer with respect to the
Project. For clarity, the Contractor, in fulfilling the role of “constructor” and
“employer”, shall have the right to remove the Other Entities from the
Place of the Work should they not comply with the Contractor’s safety
program and safety instructions. Without restricting the generality of any
other term or condition in the Contract, the Contractor shall indemnify and
hold harmless the Owner from any liability for claims, damages or
penalties, including reasonable legal fees to defend any offences, arising
from the Contractor’s failure to comply with the duties, responsibilities and
obligations of the constructor and the employer under the *Occupational
Health and Safety Act* (Ontario).”

9.4.7 The Contractor acknowledges that the Owner may retain the services of a
safety consultant (the “**Safety Consultant**”) to serve as the “constructor”
for the Project. Notwithstanding any provision to the contrary in this
Contract, including paragraphs 9.4.1 and 9.4.4, any Special Provisions (if
any), and provisions in Division 1 of the Specifications relating to
occupational health and safety, in the event that the Owner advises the
Contractor that the Owner has retained a Safety Consultant, the Safety
Consultant shall be responsible for fulfilling the role of the “constructor”,
and the Contractor agrees to comply, and to cause all Subcontractors and
Suppliers to comply, with all instructions received from the Safety
Consultant.”

SC.43 GC 10.1 TAXES AND DUTIES

1. **Delete** GC 10.1 TAXES AND DUTIES in its entirety and **replace** with the
following:

“GC 10.1 TAXES AND DUTIES

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- 10.1.1 The Contract Price shall include all taxes, tariffs and customs duties in effect at the time of the bid closing except for Value Added Taxes payable by the Owner to the Contractor as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the Contractor due to changes in such included taxes, tariffs and duties after the time of the bid closing shall increase or decrease the Contract Price accordingly.
- 10.1.3 The Contractor shall provide a detailed breakdown of additional taxes, tariffs and duties in a form satisfactory to the Owner. Profit and overhead shall not be included in the increase or decrease in costs incurred by the Contractor due to changes in the aforementioned taxes, tariffs and duties.
- 10.1.4 Where an exemption or recovery of government sales taxes, tariffs, customs duties or excise taxes is applicable to the Contract, the parties agree to cooperate with each other to obtain such exemptions. Refunds that are properly due to the Owner and have been recovered by the Contractor shall be promptly refunded to the Owner. In addition, any reduction or elimination of taxes, tariffs or customs duties that take effect after the date of bid closing resulting in savings to the Contractor shall be due to the Owner in the form of a credit to the Contract Price."

SC.44 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 1. **Delete** paragraph 10.2.2 in its entirety and **replace** with the following:
 - "10.2.2. Without limiting the generality of any other provision in the Contract, the Contractor shall obtain and pay for, at its sole expense and cost, all permits, development approvals, licences, certificates, charges, refundable deposits, and approvals including, without limitation, building permit, site plan approval, water and sanitary sewer permits, water and sewer connection charges, site alteration permits, curb cut and road cut permits, sign permits, hydro approvals, and occupancy permit necessary for the performance of the Work and the use and occupation of the Work by the Owner in accordance with the Contract Documents, the cost of which shall all be included in the Contract Price."
- 2. **Delete** paragraph 10.2.3 in its entirety and **replace** with the following:
 - "10.2.3. The Contractor shall comply, and shall require its employees, agents, Subcontractors, Suppliers and anyone for whom they are responsible to comply, with all laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes, and subject to GC 9.4, 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."

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3. In paragraph 10.2.5 **delete** “The Contractor” and **replace** with “Subject to paragraphs 1.1.3 and 1.1.4, the Contractor”.
4. **Delete** paragraph 10.2.6 in its entirety and **replace** with the following:
“10.2.6. If the Contractor fails to notify the Owner and the Consultant in writing, fails to obtain direction as required in paragraph 10.2.5, and/or performs work that it knows or ought to have known that contravenes any laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes, the Contractor shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes.”
5. **Add** new paragraph 10.2.8 as follows:
“10.2.8. Without limiting the generality of any other provision in the Contract Documents, the Contractor shall cause all certificates to be furnished that are required or given by the appropriate governmental or quasi-governmental Authorities as evidence that the Work as installed conforms with the laws and regulations of Authorities Having Jurisdiction, including, without limitation, certificates of compliance for the Owner’s occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the Work, in the event that such governmental or quasi-governmental Authorities furnish such certificates.”

SC.45 GC 10.3 PATENT FEES

1. In paragraph 10.3.1 **add** “indemnify and” before “hold the” in the second line.
2. In paragraph 10.3.2 **add** “by the Owner” after “supplied to the Contractor.”

SC.46 GC 11.1 INSURANCE

1. **Delete** GC 11.1 INSURANCE in its entirety and **replace** with the following:
“**GC 11.1 INSURANCE**
11.1.1 Without restricting the generality of GC 13.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the following insurance coverage’s:
 1. Commercial General Liability insurance shall be with limits of not less than \$5,000,000 per occurrence with an annual aggregate limit of not less than \$10,000,000 within any policy year. The policy shall be maintained until the expiration of the Warranty Period.

The insurance shall be in the name of the Contractor, include the Owner as an additional insured(s), and include bodily injury including death, personal injury, property damage including loss of use thereof,

”

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contractual liability, non-owned automobile liability, owner's and contractor's protective, products and completed operations, employer's liability, contingent employer's liability with coverage including the operations and activities of the Contractor and those for whom the Contractor is in law responsible. The policy shall contain cross liability and severability of interest clauses.

The policy shall not contain an exclusion or shall be endorsed to include coverage for the Contractor's or its subcontractor's operations with respect to any hot patch or torch work and hook, hoist and crane liability if applicable.

The insurance coverage shall not be less than the insurance provided by IBC Form 2100 or its equivalent replacement (including an extension for a standard provincial or territorial form of non-owned automobile liability policy), provided that IBC form 2100 shall include coverage with respect to sudden and accidental pollution acceptable to the Owner, and IBC Form 2320.

The policy will include but is not limited to the liability of the insureds arising out of their general supervision, if any, or such operations with respect to safety or otherwise, or arising out of the ownership or control of the premises on which such operations are performed.

Liability coverage shall be maintained for completed operations hazards for four (4) years following the expiration of the Warranty Period.

To achieve the desired limit, umbrella or excess liability insurance may be used.

All policies of insurance shall be primary and shall not act as co-insurance or as excess coverage to any policies obtained by the Owner for its sole protection.

Prior to commencement of the Work and upon the placement, renewal, amendment or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with a certified true copy of the policy(ies) by an authorized representative of the insurer together with copies of any amending endorsements or a Certificate of Insurance on the Owner's form evidencing compliance with the policy requirements and endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation, change or amendment restricting coverage.

2. Automobile insurance in respect of vehicles that are required by law to be insured under an Automobile Insurance Policy, shall have limits of not less than \$2,000,000 inclusive per accident or occurrence for bodily

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injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation, change or amendment restricting coverage. The policy shall be maintained until the expiration of the Warranty Period. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

3. All Risk property insurance shall have limits of not less than the sum of 1.1 times the Contract Price with a deductible not exceeding \$100,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (including flood and earthquake endorsements) or their equivalent replacement and include coverage for boiler & machinery testing and commissioning; property in transit and off-site coverage with limits acceptable to the Owner. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.

The policy shall include the Owner as a loss payee and waive subrogation against the Owner. The coverage shall be maintained continuously from the commencement of the Work until the date of fifteen (15) calendar days after Ready-for-Takeover and the Contractor's insurance provider has confirmed with the Owner that the Owner added the Project's infrastructure to the Owner's Property insurance policy.

The insurance policy shall name the Owner, Contractor, Subcontractors, Consultant and Subconsultants as their respective interests may appear and be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of cancellation, change or amendment restricting coverage.

4. All Risks Contractors' Equipment Insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including Boiler Insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation of claims by the insurer against the Owner or any and all other parties engaged in the Project.

5. **Standard Exclusions**
In addition to the broad form property exclusions identified in IBC 4042 (1995) and 4047 (2000), the Contractor is not required to provide the following insurance coverages:

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Asbestos
Cyber Risk
Mould
Terrorism

- 11.1.2 Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work or Certificate of Insurance on the Owner's form evidencing compliance with the policy requirements and endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation, change or amendment restricting coverage.
- 11.1.3 The Contractor shall pay all deductibles and damage or loss under a deductible for all required insurance policies.
- 11.1.4 The All Risk property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear.
- In the event of loss or damage:
- .1 the Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers, subject to the Contractor keeping the Owner and Consultant informed as to the progress of the claim adjustment and the Contractor and Owner being in agreement thereto. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Consultant may recommend in consultation with the Contractor;
 - .2 the Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds in accordance with the progress payment provisions. In addition, the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work; and

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.3 to the Work arising from the work of the Owner, the Owner's own forces or Other Contractors, the Owner shall, in accordance with the Owner's obligations under the provisions relating to construction by the Owner or Other Contractors, pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and as in accordance with the progress payment provisions.

11.1.5 If the Contractor fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor and the Consultant. The Contractor shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Contractor.

11.1.5 All required insurance policies shall be issued by insurers licensed to underwrite insurance in the Province of Ontario and shall be at the approval, not unreasonably withheld, of the Owner.

11.1.6 If the Owner or the Consultant requests that any adjudicators, other consultants, experts or administrators attend the Place of the Work in order to inspect or review any part of the Work, the Owner or the Consultant shall provide the Contractor with a Notice in Writing of such attendance. The Contractor shall ensure that the Place of the Work is safe for such attendance, inspection or review, and shall accompany such persons throughout the attendance to ensure any such attendance, inspection or review is completed in a safe manner."

SC.47 GC 12.1 READY-FOR-TAKEOVER

1. **Add** a new paragraph 12.1.1.9 as follows:
".9 any other information or documents which the Owner may request, acting reasonably."
2. **Delete** paragraph 12.1.2 in its entirety and **replace** it with "INTENTIONALLY DELETED."
3. **Delete** paragraphs 12.1.3 and 12.1.4 in their entirety and **replace** them with the following:
"12.1.3 When the Contractor considers that the Work has met, and the Contractor has performed, all of the requirements of paragraph 12.1.1, the Contractor shall deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for Ready-for-Takeover for the Consultant and the Owner to review. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract or comply with its obligations under the Contract.

12.1.4 The Consultant shall review the Work to verify the validity of the Contractor's application for Ready-for-Takeover and will promptly advise

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the Owner whether the Work has met, and the Contractor has performed, all of the requirements of paragraph 12.1.1. After the Consultant has provided its advice to the Owner, the Owner shall, in its sole discretion, in writing, accept the Contractor's application for Ready-for-Takeover or reject the Contractor's application for Ready-for-Takeover, with reasons. If the Owner rejects the Contractor's application for Ready-for-Takeover, the Contractor shall promptly address the reasons indicated by the Owner for the rejection of the Contractor's application for Ready-for-Takeover and reapply in accordance with paragraph 12.1.3."

SC.48 GC 12.2 EARLY OCCUPANCY BY THE OWNER

1. **Delete** GC 12.2 in its entirety and **replace** it with the following:

"GC 12.2 INSURANCE EARLY OCCUPANCY BY THE OWNER

- 12.2.1 Upon the Owner's request, the Owner shall, at any time or times, have the right of occupying and/or using any part or parts of the Work (including, without limitation, for the purposes of installing and testing fittings and equipment), whether partially performed or entirely complete, or whether completed on schedule or not, before the completion of the Work.
- 12.2.2 In the event the Owner desires to exercise the privilege of occupancy and/or use of the Work as provided above, the Contractor shall co-operate with the Owner throughout in making available for the Owner's use such building services as heating, ventilation, cooling, water, lighting and telephone for the space or spaces to be occupied and/or used, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy and/or use the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use and any extra cost beyond that originally required to complete the Work arising from such early occupancy and/or use shall be borne by the Owner.
- 12.2.3 In the event that the Owner exercises the privilege of occupancy and/or use of the Work as provided above, it agrees to do so, so as not to materially interfere with the respective work of the Contractor, Subcontractors or Suppliers and under the understanding that the Owner will be occupying premises within a construction site which will require compliance with all normal construction site requirements including, without limitation, health and safety requirements.
- 12.2.4 It shall be understood, however, that the Owner's occupancy and/or use of such space or spaces of the Work shall not constitute the Owner's acceptance of any Work, materials or equipment which are not in accordance with the requirements of the Contract Documents, nor affect the warranty period under the Contract, nor relieve the Contractor from its obligations, duties, responsibilities, and liabilities to complete the Work, nor for responsibility for loss or damage due to or arising out of defects in,

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or malfunctioning of, any Work, material or equipment, nor from any other unfulfilled duties, liabilities, obligations or responsibilities under the Contract nor from any other duty, liability, obligation or responsibility under the Contract including, without limitation, the Contractor's warranty obligations. If, however, damage results from any act by the Owner, the Owner shall assume its share of the responsibility for such damage."

SC.49 GC 12.3 WARRANTY

1. **Delete** paragraph 12.3.1 in its entirety and **replace** it with the following:
"12.3.1 The Contractor agrees to remedy, at its costs, any defects in materials and workmanship which are identified by the Owner within a period of 24 months (except where otherwise noted for a longer period of time in the Contract Documents) from Ready-for-Takeover, or, if there are Non-Contiguous Improvements, from the date of Ready-for-Takeover for the last such improvement to achieve Ready-for-Takeover (the "**Warranty Period**"). This warranty shall cover labour and material, including, without limitation, the costs of removal and replacement of covering materials. This warranty shall not limit extended warranties on any items of equipment or material called for elsewhere in the specifications or otherwise provided by any manufacturer of such equipment or material."
2. In paragraph 12.3.3 **delete** "one year" and **replace** with "24 months".
3. In paragraph 12.3.4 **delete** "one year" and **replace** with "24 months".
4. **Add** the following to paragraph 12.3.5:
"The carrying out of the replacement work and making good of defects shall be executed at such times as convenient with the Owner which may entail overtime work on the part of the Contractor. Additional charges for overtime work in this regard must be borne by the Contractor."
5. **Delete** paragraph 12.3.6 in its entirety and **add** new paragraphs 12.3.6 to 12.3.9:
"12.3.6 Any material or equipment requiring excessive servicing during the Warranty Period (or free maintenance period, if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.
12.3.7 The final payment certificate shall not relieve the Contractor from its responsibility under this GC 12.3 - WARRANTY.
12.3.8 Following Ready-for-Takeover, and without limiting the Contractor's warranty under this GC 12.3, the Contractor shall assign to the Owner, to the extent assignable, the benefit of all warranties and guarantees relating to the Work. The assignment shall expressly reserve the right of the Contractor to make any claims under such warranties and guarantees and such assignment shall in no way prejudice any rights of or benefits accruing to the Contractor pursuant to such warranties and guarantees."

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12.3.9 The provisions of the GC 12.3 - WARRANTY shall not deprive the Owner of any action, right or remedy otherwise available to the Owner for the Contractor's failure to fulfill its obligations or responsibilities under the Contract and shall not be construed as a waiver of claims in favour of the Contractor or as a limitation on the time in which the Owner may pursue such other action, right or remedy. The warranties set out in the Contract are not supplemental to and do not limit or preclude the application of any other conditions and warranties, express or implied, by law or trade usage."

SC.50 GC 12.4 WARRANTY SECURITY HOLDBACK

1. **Add** new GC 12.4 - WARRANTY SECURITY HOLDBACK as follows:

"GC 12.4 WARRANTY SECURITY HOLDBACK

12.4.1 The Contractor agrees that the Owner may withhold an amount of the payments due by the Owner to the Contractor hereunder as security for the Contractor's performance of its warranty obligations hereunder (the "Warranty Holdback"). The amount of the Warranty Holdback shall be determined based on the contract price in accordance with the following table:

CONTRACT PRICE		VALUE OF WARRANTY HOLDBACK (\$)
FROM (\$)	TO (\$)	
Less than 0.1M		4 per cent of Final Contract Price
0.1 M	0.5 M	4,000 on first 0.1 M + 3.0 per cent on next 0.4M
0.5 M	1.0 M	16,000 on first 0.5 M + 2.4 per cent on next 0.5M
1.0 M	2.0 M	28,000 on first 1.0 M + 2.2 per cent on next 1.0M
2.0 M	4.0 M	50,000 on first 2.0 M + 2.0 per cent on next 2.0M
4.0 M	6.0 M	90,000 on first 4.0 M + 1.8 per cent on next 2.0M
6.0 M	10.0 M	126,000 on first 6.0M + 1.5 per cent on next 4.0M
Over 10.0 M		186,000 on first 10.0M + 1.0 per cent on balance

For the avoidance of doubt, the Warranty Holdback shall be adjusted from time to time to account for changes to the contract price as a result of approved Change Orders and Change Directives.

- 12.4.2 In order to fund the Warranty Holdback, the Owner may, at its sole discretion, retain the Warranty Holdback progressively as a percentage of some or all progress payment to the Contractor, or retain a lump sum upon the achievement of Ready-for-Takeover or, if insufficient funds have been retained at the time of Ready-for-Takeover, retain a portion of any remaining payment owing to the Contractor, including any remaining progress payment, final or finishing work payment, or the holdback under the Payment Legislation, if any.
- 12.4.3 The Owner shall release the Warranty Holdback, less any amount due to the Owner by the Contractor hereunder, at the end of the Warranty Period. Notwithstanding the foregoing:

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- .1 after the first 12 months of the Warranty Period, the Contractor may apply for a release of 80 per cent of the Warranty Holdback, provided that balance of the Warranty Holdback shall not be below \$5,000 as a result of the release and provided that there are no outstanding deficiencies at the time of the application; and
- .2 The Contractor may apply in writing to the Owner at the time of Ready-for-Takeover to substitute for the monies retained as the Warranty Holdback an alternative warranty security of equivalent or greater value comprising:
 - (i) one or more irrevocable letters of credit, or
 - (ii) another readily negotiable security.

Acceptance of any such alternative shall be at the sole discretion of the Owner.

Following receipt and acceptance of any such alternative security by the Owner, the Consultant shall release to the Contractor the monies previously retained for warranty security purposes.

The Owner may, at its discretion, allow the total Warranty Holdback to be made up in part of monies retained under the Contract and in part of an alternative warranty security as indicated in (a) and (b) above provided that the total value of such parts, as determined by the Owner, shall be not less than the required value as derived from the table set out above.

Such alternative warranty security or the monies derived therefrom, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance by the Consultant of a Warranty Holdback Payment Certificate.”

SC.51 GC 13.1 INDEMNIFICATION

1. **Delete** paragraph 13.1.1 in its entirety and **replace** with the following:

“13.1.1 The Contractor shall indemnify the Owner, the Consultant and their respective officers, council members, chairs, partners, agents, employees, servants, insurers, advisors, consultants, contractors, successors and assigns (collectively the “**Indemnified Parties**”), and save them harmless from and against any and all claims, demands, losses, costs, damages, actions, causes of action, suits or proceedings and all other liabilities, losses and expenses including bodily injury or death to any Person or loss or damage to property, court costs, interest, legal fees, adjusting fees and disbursements (collectively “claims”) made against or suffered or incurred by the Indemnified Parties, directly or indirectly and which arise from or are connected with:

 - .1 any failure or alleged failure by the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or

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- its Subcontractors and Suppliers may be responsible) to comply with the Contract Documents including any applicable Laws or Regulations, including provincial workers' compensation laws or regulations;
- .2 any infringement or alleged infringement by the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or its Subcontractors and Suppliers may be responsible) of any intellectual property right including without limitation any misuse, passing off or infringement or alleged infringement of trade-marks;
- .3 any defective or potentially hazardous goods used by the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or its Subcontractors and Suppliers may be responsible);
- .4 any form of theft, fraud, or illegal activity by the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or its Subcontractors and Suppliers may be responsible) or any of their respective agents, directors, officers, or employees;
- .5 any wilful act, omission or negligence of the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or its Subcontractors, and Suppliers may be responsible), or any of their respective agents, directors, officers, servants, contractors or employees;
- .6 any negligence by the Contractor (or any Subcontractor, Supplier or anyone for whom the Contractor and/or its Subcontractors, and Suppliers may be responsible) directly or indirectly arising or contributing to or alleged to arise out of the Contractor's performance of or the failure to perform the Work, or out of the conditions of the work, the job site, adjoining land, driveways, streets or alleys used in connection with the performance of the Work under this Contract;
- .7 any negligence, errors or omissions, or monies owing to the Owner for claims payable under this indemnity due to failure of any insurance required of Subcontractors or Suppliers thereof as retained by Contractor, but shall not include any claims arising solely from the active negligence of the party asking to be defended, indemnified or saved harmless; and
- .8 any failure or alleged failure by the Contractor to comply with the requirements of GC 14 - EXCESS SOIL (including, the Excess Soil Legislation and the duties and responsibilities of the Project Leader) and any orders, fines, penalties, charges, alleged offences, actions, demands, directions, or proceedings imposed or commenced by a governmental authority or third party, as applicable, and legal fees and disbursements to defend same, arising out of or attributable to the Excess Soil Legislation

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including, the Owner's failure or alleged failure to comply with any duties or responsibilities it may be found to have, or alleged to have, as a Project Leader."

2. **Delete** paragraphs 13.1.2 and 13.1.3 in their entirety and **replace** each with "INTENTIONALLY DELETED."

SC.52 GC 13.2 WAIVER OF CLAIMS

1. **Delete** paragraph 13.2 in its entirety and **replace** with the following:

"GC 13.2 WAIVER OF CLAIMS

12.2.1 Subject to any rights or remedies provided by the Payment Legislation, as of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including, without limitation, those that might arise from the negligence or breach of contract by the Owner except:

- .1 those made in writing in compliance with the Contract Documents prior to the Contractor's application for final payment and still unsettled; and
- .2 those arising from the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC 10.3 PATENT FEES."

PART 14 MISCELLANEOUS

1. **Add** new PART 14 MISCELLANEOUS as follows:

"PART 14 MISCELLANEOUS

"PART 14 MISCELLANEOUS

GC 14.1 REVIEW BY OWNER AND REVIEW BY CONSULTANT

14.1.1 Neither the Owner's and/or Consultant's receipt, review or approval of any documents or the Work nor the failure of the Owner and/or Consultant's to provide comment shall limit, waive or diminish the Contractor's obligations, responsibilities, duties or liabilities under the Contract. The review or approval by the Owner and/or Consultant is intended only to ascertain that the document or the performance of the Contractor's duties, liabilities, responsibilities or obligations under the Contract including, without limitation, the Work generally meets the intention of the Contract and is not an assurance or confirmation of the adequacy, quality, fitness, suitability or correctness of the Contractor's obligations, responsibilities, duties and liabilities under the Contract including, without limitation, the Work, for which the Contractor is solely responsible in accordance with the Contract.

GC 14.2 CARE AND SKILL

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

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- .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 fulfill its obligations, duties, liabilities, and responsibilities herein.

GC 14.3 NON-INTERFERENCE

- 14.3.1 The Contractor acknowledges that the Place of the Work is and will continue to be occupied by the Owner and the Owner will continue to carry out its normal operations at the Place of the Work. The Contractor agrees to perform the Work in the least intrusive manner possible. Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that it shall carry out its duties, responsibilities, and obligations under the Contract in such a manner so as not to disrupt or interfere with any of the Owner's or any third party's existing facilities and ongoing operations or activities or other operations located in the area adjacent to, in the vicinity of or proximate to the Place of the Work.

GC 14.5 DAMAGES AND MUTUAL RESPONSIBILITY

- 14.5.1 If either party to the Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 14.5.2 Claims for damage under paragraph 14.5.1 shall be made in writing to the party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by Change Order. Disputed claims shall be resolved as set out in Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 14.5.3 If the Contractor has caused damage to the work of one of the Other Entities, the Contractor agrees upon due notice to settle with such Other Entity by negotiation or arbitration. If the Other Entity makes a claim against the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgement against the Owner and pay the costs incurred by the Owner arising from such action.
- 14.5.4 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 14.6 RIGHT OF SET-OFF

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- 14.6.1 The Owner has the right to set-off against the balance due or to become due to the Contractor under the Contract, any reasonable and substantiated amounts due or to become due from the Contractor to the Owner under the Contract.

GC 14.7 SOFTWARE

- 14.7.1 Without limiting the generality of any other provision in the Contract, the Contractor, as a part of the Work, shall supply and install all software required by the Contract Documents or included with any systems required by the Contract Documents ("**Software**"). The Contractor shall grant or obtain a perpetual, irrevocable non-exclusive royalty-free license to use the Software sufficient for the Owner's purposes.

GC 14.8 CONTRACT SECURITY

- 14.8.1 The Contractor shall, prior to commencement of the Work or within the specified time, provide to the owner any contract security specified in the Contract Documents.
- 14.8.2 If the Contract Documents require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract. The form of such bonds shall be substantially in the forms required under the Payment Legislation and with a surety company deemed acceptable by the Owner.
- 14.8.3 The Contractor shall, as part of the Contract Price, provide a Performance Bond with a face value of 50 per cent of the Contract Price and a Labour and Material Payment Bond with a face value of 50 per cent of the Contract Price, substantially in the form required under the Payment Legislation.

The Labour and Material Payment Bond shall be in effect for a period of not less than one year (1) after the date on which the Contractor last performed Work on the Contract, including Work performed under any warranty or guarantees provided in the Contract.

The Performance Bond and a Labour and Material Payment Bond must be submitted by the Contractor in a digital format that meets the criteria of the Surety Association of Canada (SAC) and as stated in the Contract Documents.

GC 14.9 CLEAN UP

- 14.9 Without limiting GC 12.2, the Owner shall have the right to back charge cleaning to the Contractor if it is not done within 24 hours of written notice to clean and the Owner shall have the right to back charge cost of damage to the Place of the Work caused by Contractor's, Subcontractor's or Supplier's transportation in and out of the Place of the Work if not

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repaired within 5 Working Days of written notice to repair or before final payment, whichever is earlier.”

SC.53 PART 15 EXCESS SOIL

1. **Add** new PART 15 EXCESS SOIL, as follows:

“PART 15 EXCESS SOIL

GC 15 EXCESS SOIL

- 15.1 The Contractor shall determine if the Excess Soil Legislation applies to the Work or the Project and shall provide the Owner with immediate written notice of such determination. For clarity, the Contractor acknowledges and agrees that this is an ongoing obligation of the Contractor during the performance of the Work.
- 15.2 If the Excess Soil Legislation applies to the Work or the Project, the Contractor, at the Contractor’s cost and expense, shall:
 - i) be solely responsible for compliance with the requirements of the Excess Soil Legislation during the performance of the Work; and
 - ii) perform the Work in accordance with, and subject to, the Excess Soil Legislation and the Contract Documents
- 15.3 Without restricting the generality of any other provision in the Contract Documents:
 - i) for the duration of the Project, until Contract Completion, in respect of the Work, the Project and the Place of the Work, the Contractor shall carry out, and fulfill, the duties and responsibilities of the Project Leader in accordance with the requirements of the Excess Soil Legislation;
 - ii) the Contractor’s responsibilities under paragraph 10.2.2 include procuring, and, as a part of the Contract Price, paying for, all permits, approvals, registrations and disposal fees, costs and expenses required by the Excess Soil Legislation; and
 - iii) the documents at the Place of the Work referred to in paragraph 3.9.1 include, all documents evidencing that the Work complies with the Excess Soil Legislation and such other documents as required by the Excess Soil Legislation.
- 15.4 For clarity, this GC 15 - EXCESS SOIL is applicable to Excess Soil, even when such Excess Soil differs materially from those indicated in the Contract Documents or is of a nature which differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
- 15.5 This GC 15 EXCESS SOIL does not limit, and is in addition to, any other responsibility or liability of the Contractor in connection with the Contract.”

END OF SUPPLEMENTARY CONDITIONS

Specification and Drawings

Specifications and Drawings listed below can be downloaded from the online bidding platform (Bids and Tenders) under this Bid Call 2026-353T:

1. Specifications 2026-353T – Volume 1 – 337 pages
2. Specifications 2026-353T – Volume 2 – 285 pages
3. Drawings 2026-353T – 77 pages

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

In a Performance Bond totalling **50 per cent** of the Contract amount and a Labour and Material Payment Bond totalling **50 per cent** of the Contract amount, substantially in the forms required under the *Construction Act* and conforming to the Instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein, if the Tender for

is accepted by the Owner.

It is a condition of the Contract that if the above-mentioned Tender is accepted by the Agency, application for a Performance Bond and a Labour and Material Payment Bond, each in the amount of **50 per cent** of the Contract amount, and each substantially in the forms prescribed by the *Construction Act*, must be completed with the undersigned within 10 days of acceptance of Tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, _____.

Name of Bonding Company

Signature of Authorized Person Signing
for Bonding Company (Company Seal)

Position

DIGITAL BID BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS THAT _____
as Principal, hereinafter called the Principal, and

_____ a corporation
created and existing under the laws of Ontario, and duly authorized to transact the business of Suretyship
in Ontario as Surety, hereinafter called the Surety, are held and firmly bound unto The Regional
Municipality of Peel as Oblige, hereinafter called the Oblige, in the amount of

_____ Dollars,

(\$ _____) lawful money of Canada, for the payment of which sum, well and
truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written Bid to the Oblige, dated the _____ day of
_____ 20____,

for: _____

DESCRIPTION OF WORK

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal
shall have the Bid accepted within ninety (90) days from the Closing Date and the said Principal will,
within the time required, enter into a formal contract and give the specified security to secure the
performance of the terms and conditions of the Contract, then this obligation shall be null and void;
otherwise the Principal and the Surety will pay unto the Oblige the difference in money between the
amount of the Bid of the said Principal and the amount for which the Oblige legally contracts with
another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of seven months from the date of this
Bond.

IN WITNESS WHEREOF, The Principal and the Surety have signed and sealed this Bond this _____
day of _____ 20_____.

SIGNED, SEALED AND DELIVERED

SIGNATURE OF WITNESS
(if not signed under corporate seal)

By _____ (Seal)
SIGNATURE AND SEAL OF PRINCIPAL
I/We have the authority to bind the Corporation

NAME OF WITNESS (PRINTED)

SURETY (Seal)

By _____
ATTORNEY-IN-FACT

ADDRESS AND PHONE NUMBER OF SURETY

Date: _____
Owner: _____
Contractor: _____
Document Number: _____
Project: _____
Applicable Invoice: _____

Context

- A. The Contractor identified above (the “Contractor”) and the Regional Municipality of Peel entity, government, agency, or board identified above as the Owner (the “Owner”) entered into a contract dated _____ (the “Contract”) pursuant to the procurement document number identified above for the Contractor to provide certain work and services in respect of the project identified above (the “Project”).
- B. Capitalized terms used but not defined in this Release have the meanings given to them in the Agreement.
- C. Pursuant to the Contract, the Contractor is providing this Release to the Owner in support of its application for payment of holdback upon Substantial Performance of the Work.

Release

- 1. Except for the claims set out in section 2, as of the date set out above, the Contractor on its own behalf and on behalf of its successors and assigns hereby irrevocably waives, releases, and forever discharges the Owner and its directors, officers, Region of Peel council members, representatives, employees, contractors, agents, and their respective successors and assigns (the “Released Group”) from any and all claims, changes, disputes, complaints, liabilities, obligations, damages, actions, causes of action, proceedings, debts, demands, losses, and expenses whatsoever, at law and in equity, which it may have had, may now have, or may have arising out of or in connection with the Contract (“Claims”).
- 2. The Contractor does not release the Released Group from the following Claims:
 - a. Claims for any sums retained by the Owner for the Warranty Holdback;
 - b. Claims arising from Work which remains to be completed by the Contractor on the Project as at the date of this Release;
 - c. Claims which cannot be waived under the *Construction Act* (Ontario); and
 - d. the following Claims (including any outstanding Claims about which the Contractor has previously notified the Owner and attach additional page if necessary):

The Contractor acknowledges and agrees that if it leaves Section 2.d. blank or responds “none” in Section 2.d., the Contractor is deemed not to have reserved any Claims other than those in Sections 2.a., 2.b., and 2.c.

- 3. Except for the Claims set out in Section 2.d., Contractor’s managerial or senior supervisory personnel do not know, or have reason to know based on good and prudent industry practices, of any potential or actual claims that are required to be notified to Owner according to the requirements of the Contract as of the date of this Release.
- 4. This Release is freely and voluntarily given and the Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Release and that it is fully informed with respect to the legal effect of this Release.

General

5. No provision of this Release which may be deemed unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.
6. This Release shall be binding upon, and shall inure to the benefit of, the Contractor, the Owner, and their respective heirs, successors, legal representatives and assigns.
7. This Release and the Contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements. No change or waiver shall be valid unless in writing and signed by an authorized representative of the party against whom such change or waiver is sought to be enforced.
8. This Release may be executed and delivered electronically.
9. This Release is governed by the laws of Ontario and the federal laws of Canada applicable therein. Any dispute arising out of this Release shall be governed by the terms of the Contract.

[INSERT FULL CORPORATE NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

I have authority to bind the corporation.

Owner’s Staff/Other Contractors Project Constructor Coordination Form

This coordination document must be completed and signed by the General Contractor (GC) and the Region of Peel (ROP) Project Manager. The Owner’s Staff/Other Contractors Project Constructor Coordination Form is intended to seek the GC’s approval to allow Owner’s Staff/Other Contractors to access a construction site while the GC maintains the overall responsibility of the project site as the Constructor on the project site. By signing below, the GC will maintain Constructor designation and site responsibility including the coordination of Owner’s Staff/Other Contractors as approved to complete work on site.

PART A: To be completed by Region of Peel Project Manager or staff requesting access

Request to attend Construction Site to complete work:			
Location:		Description of work and site interaction:	
From date:	Time:	To Date:	Time:
Owner’s Staff/Other Contractors to attend project site: (by signing below, Owner’s Staff/Other Contractors agree to follow the GC/Constructors’ established health and safety rules and instructions on the project site at all times, including following the identified sign-in process whenever attending the project site)			
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	
Name:	Title:	Signature:	

Owner’s Staff/Other Contractors Supervisor or Assistant (required whenever more than five staff are expected on site at a time):		
Name:	Title:	Signature:

Owner’s Staff/Other Contractors will follow the GC/Constructors’ established health and safety rules on the project site at all times, including following the identified sign-in process whenever attending the project site.

Owner's Staff/Other Contractors Project Constructor Coordination Form

PART B: To be completed by the General Contractor and Region of Peel Project Manager

Communication and Site Responsibility - This coordination document must be completed and signed by the GC and the ROP Project Manager. It is intended to assist everyone involved to understand who will be working on the project site on behalf of the Region of Peel, when the work will take place, and that the Constructor designation and site responsibility will be maintained by the GC identified within this document while this work is being completed.

By signing you acknowledge commitment to the roles and responsibilities as described in this coordination document.

Peel Region Project Manager:		
Name:	Title:	Signature:
		Date:
GC Representative:		
Representative Name:	Title:	Signature:
		Date:

PART C: To be completed by Site Constructor/General Contractor at the time of orientation

The general contractor/constructor will ensure that prior to entering the project site the following items have been reviewed with the Owner's Staff/Other Contractors:

Activity	Completed	Date	Activity	Completed	Date
Owner's Staff/Other Contractors have received orientation on project site and constructor emergency process has been reviewed.	☐		Hazard assessment of ROP work area on site has been conducted along with review of potential electrical hazards, physical hazards, chemical, etc.	☐	
Protective equipment has been provided to Owner's staff/ Other Contractors.	☐		Additional hazards or risks have been identified in site work area (list below).	☐	
Comments:					
Project Site Supervisor/Contact(s): <i>Identify Contractor Representative to supervise Owner's Staff/Other Contractors while on site to perform work.</i>					
GC Representative:	Title:		Signature:		

Copies of the completed document must be provided to the construction project manager for distribution to the employee's direct supervisor. Original to be maintained by the general contractor at the construction site.

Owner's Staff/Other Contractors Anticipated to Attend Site for Contractor Coordination

Owner's staff/Other contractors' information (i.e. ISTS staff or XYZ Vendor)	Description of work	Anticipated stage of construction and duration of work



**2026-353T - INTERIOR RENOVATIONS FOR PEEL REGIONAL POLICE
AT 180 DERRY ROAD EAST, MISSISSAUGA**

Date Issued: June 2, 2026 12:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

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.

Base Bid

The Bidder shall complete the pricing table below in its entirety. Prices are all inclusive of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associated Vendor expenses except HST. The Bidder acknowledges that they have verified for themselves the extent of the Work referenced by this document and provide proper completion of the Work at the Stipulated Contract Price outlined below:

#	Description	Quantity	Unit of Measure	Unit Price *	Total
1	Base Price	1	Lump Sum		
Subtotal:					

Cash Allowance

Cash allowance amounts shown are only to be used for specific work and costs as approved by the Owner in writing. All unspent Cash allowance amounts shall be deducted from the Contract and belong to the Owner.

#	Description	Unit of Measure	Unit Price	Total
1	Cash Allowance as per Specification Section 01 02 00	Lump Sum	\$2,310,000.0000	\$ 2,310,000.0000
Subtotal:				\$ 2,310,000.0000

Hourly Rates

Where the Successful Bidder receives written instructions from the Owner to provide services that are clearly in addition to the scope of work described in the Proposal Document, the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the Owner. Additional services may not commence without the Owner's prior written approval, and the Owner must approve any claim for such additional service in writing.

All administrative costs, disbursements, and normal expenses are to be carried in the hourly rates provided, excluding taxes. No additional fees will be considered without express written permission of the Project Manager. Hourly Rates shall be held firm for the duration of the Contract.

#	Description	Hourly Rate *	
1	Labourer		*
2	Millwork Contractor		
3	Structural Contractor		
4	Mechanical Contractor		
5	Electrical Contractor		
6	Telecommunication Contractor		
7	Mechanical Site Foreman		
8	Mechanical Site Journeyman		
9	Electrical Site Foreman		
10	Electrical Site Journeyman		
11	Telecommunication Site Foreman		
12	Telecommunication Site Journeyman		

Summary Table

Bid Form	Amount
Base Bid	
Cash Allowance	\$ 2,310,000.0000
Grand Total (exclusive of taxes):	

Bid Questions

Please provide in the space below your GST/HST Registration Number. Please note that all invoices provided to the Agency must show the GST/HST Registration Number and show this tax on a separate line.

Specifications

CONTACT INFORMATION

In the space provided please list the contact names and numbers during the times indicated below.

#	Description	Regular Hours Service (7:00 a.m. - 5:00 p.m.) *	After Hours Service (5:00 p.m. - 7:00 a.m.) *	Saturdays, Sundays and Holidays *
1	Name			
2	Phone Number			
3	Cell Number			
4	Email Address			

BIDDER ORIGIN ATTESTATION

Bidders shall note the definitions contained in the Instructions to Bidders, Prioritization of Canadian Goods and Services clause. In the Bidder Origin Attestation table below, the Bidder shall provide the name of the representative authorized to bind the organization on behalf of the Bidder and select the applicable Bidder origin definition.

The Agency reserves the right to verify any Bidder provided information in the Bidder Origin Attestation table, by any means deemed appropriate by the Agency. The Bidder's failure to provide accurate information in this Bidder Origin Attestation table may result in disqualification of the Bidder Submission and/or termination of any resulting Contract.

Bidder Origin Attestation Statement	Bidder Origin *	Bidder Representative Name (authorized to bind the organization) *
I have the authority to bind the organization and I, on behalf of the Bidder, acknowledge and confirm that I have read the definitions contained in the Instructions to Bidders, Prioritization of Canadian Goods and Services clause and hereby attest that the Bidder meets the definition of:		

BID PRICE IMPACT FROM TARIFFS

To understand how tariffs affect different commodity categories, the Agency is asking the Bidder to estimate what percentage of their submitted price is due to current tariffs by selecting the applicable percentage range from the options provided below. Information from Bidders on the estimated pricing increase resulting from tariffs is collected solely for the Agency's internal analysis will not be taken into consideration in the bid evaluation.

#	What is the estimated percentage range of the submitted overall price that is attributed to current tariffs? *
1	

MANDATORY OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM (OHSMS) ACCEPTABLE CERTIFICATION

Bidders shall confirm valid standing of an Acceptable OHSMS Certification in the full legal corporate name of the Bidder or, in the case of a joint venture or consortium Bidder Submission, for, and in the name of, each member of the joint Bidder team.

Only those Bidders with valid standing of an Acceptable OHSMS Certification as stated in the Contract Documents will be considered for Contract award.

#	Bidder Declaration	Acceptable OHMS Certification *
1	The Bidder confirms valid standing of an Acceptable OHSMS Certification through:	

Sub-Contractors

LIST OF PROPOSED MAJOR SUBCONTRACTORS

The Bidder must complete this table listing the names of each proposed subcontractor to be used whose Work is valued at \$250,000 or more. The Bidder must also list the part of the Work each subcontractor is to carry out and the value of each such part of the Work of which 50 per cent Performance and 50 per cent Labour and Material Payment Bonds are required by the Instruction to Bidders section of the Document.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their **"OWN FORCES"**.

#	Part of Works or Sub-trade	Proposed Subcontractor	Value of Work	
1				*
2				
3				
4				

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

BONDING UPLOAD SECTION

- Digital Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

Declarations & Addenda

This Bidder Submission is made entirely in accordance with the Document. By completing the information below and by submitting an online response to the Document, it is deemed that the Bidder has read and agreed to abide by all of the terms and conditions contained in the Document and that you have the authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

I acknowledge in my acceptance of the terms and conditions below the following requirements for Accessibility for Ontarians with Disabilities, [Health & Safety Compliance Certificate & Appendix A](#) and [Code of Conduct](#):

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Region of Peel or participate in the development of policies, practices and procedures governing the provision of goods or services to members of the public must meet the requirements of the Accessibility for Ontarians with Disabilities Act 2005 and its Regulations with regard to training and the provision of goods or services to persons with disabilities. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Region of Peel upon request. If a training policy is not yet in place, complete the training module at the following website: accessforward.ca.

☐

I/WE agree to be bound by the terms and conditions in the Document and have authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

The bidder shall declare any potential conflict of interest as defined in the Standard Terms and Conditions that could arise from submitting a bidder submission for this document. Do you have a potential conflict of interest?

☐ **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.		