



THE CORPORATION OF THE CITY OF VAUGHAN

BID NO. T17-111

OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION AT FATHER ERMANNO BULFON COMMUNITY CENTRE VAUGHAN, ONTARIO

SEALED BIDS, with the **submission label provided by the Owner affixed to your envelope**, shall be stamped and received by the Procurement Services Department, City Hall, 2141 Major Mackenzie Drive, Level 100, Vaughan, Ontario, L6A 1T1, no later than 15:00:00 hours (3:00:00 p.m.) local time, on

THURSDAY APRIL 13, 2017

Late Bids shall not be accepted.

If a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create an account and register for the bid opportunity as plan taker at the City of Vaughan's (the Owner) **website at <https://vaughan.bidsandtenders.ca/>** which will allow the bidder to download the Bid Document and/or Addenda. Although, there is no cost to set up an account on the Owner's website, there may be a fee to purchase and download the document.

All inquiries and questions relating to this Bid will be received in writing up to and no later than 3:00:00 p.m. local time, on **Thursday April 6, 2017:**

Grace Zeng, CSCMP, CPPB
Buyer
Procurement Services Department
Tel: (905) 832-8555, Ext. 8694
Email: grace.zeng@vaughan.ca

A MANDATORY SITE MEETING IS SCHEDULED FOR:

Date: Wednesday April 5, 2017
Time: 9:00am AM
**Location: Outdoor Rink Arena at FATHER ERMANNO BULFON Community Centre,
8141 Martin Grove Road, Vaughan, ON**

FAILURE TO ATTEND THE MANDATORY SITE MEETING SHALL RESULT IN YOUR BID BEING DISQUALIFIED.

The Corporation of the City of Vaughan reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

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The following definitions apply to the interpretation of the Bid Documents;

1. **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Bid Documents.
2. **“Authorized Person”** means
 - i. For a Bidder who is an individual or sole proprietor, that person.
 - ii. For a Bidder which is a partnership, any partner of the bidder.
 - iii. For a Bidder which is a corporation:
 - a) Any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the Bid, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the Bid, whether that person is or is not an officer or director.
 - iv. For a bidder that is a joint venture, the Bid shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. **“Blackout Period”** means the period of time from the date, this bid is issued up to and including the date the Contract is recommended for award.
4. **“Bid”** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Bidder(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of award.
5. **“Bidder”** means the legal entity submitting a Bid or Bid Form.
6. **“Bid Documents”** means collectively all of the documents comprising the Call for Bids, namely Documents I to VIII, and the Contract Drawings, if any.
7. **“Bid Security”** means the Bid Security documentation referred to and described in Document I Instructions to Bidders.
8. **“Chartered Bank”** means any domestic Schedule I or II Chartered Banks.
9. **“Closing Time”** means the time on the Procurement Services Department bid punch clock on the date, both as specified in Document 1, Instructions to Bidders.
10. **“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where:
 - i. in relation to the Bid process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having or having access to information in the preparation of its Bid that is confidential to the Owner and not available to other Bidders; (b) communicating with any person with a view to influencing preferred treatment in the Bid process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Bid process and render that process non-competitive and unfair; or

- ii. in relation to the performance of its contractual obligations in a contract with the Owner, the Bidder's other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objectives, unbiased and impartial exercise of its independent judgment; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
11. **“Contract”** means the agreement in writing governing the performance of the Work, which has been executed by the Owner and successful Contractor following acceptance by the Owner of the successful Bidder’s Bid Form submission, the form of which is identified in the Bid Documents.
 12. **“Contract Drawings”** means the plans and drawings describing the Work.
 13. **“Contract Security”** means the Contract Security documentation referred to and described in Document I, Instructions to Bidders.
 14. **“Contractor”** means the successful Bidder to whom the Contract is awarded for the execution of the *Work* under the terms of the Contract.
 15. **“Designated Location”** means the Procurement Department, Level 100, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1.
 16. **“Informal Bid”** means a bid which is not disqualified under Document I, Instructions to Bidders, but which contains minor irregularities, discrepancies, errors or omissions or any other similar defects.
 17. **“Mandatory Requirements”** means those requirements described in Document I, Instructions to Bidders, which must be fully satisfied in order for any Bid to be considered by the Owner as a compliant Bid.
 18. **“Owner”** means The Corporation of the City of Vaughan.
 19. **“Subcontractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Contractor.
 20. **“Surety Company”** means any company that is listed on the schedule of companies licensed to do business in Ontario pursuant to the provisions of the Guarantee Companies Securities Act RSO 1990 c. G. 11 as amended from time to time.
 21. **“Work”** means the services and construction work to be undertaken pursuant to the provisions of the Contract.
 22. **“Working Day”** means Monday thru Friday inclusive but excluding Saturday and Sunday and any recognized statutory holiday in the City of Vaughan.

1. GENERAL

- 1.1 The requirements for responses to this Bid are described in this Bid.
- 1.2 The Owner is requesting a two-envelope Bid submission from Bidders who have the necessary qualifications and experience to perform the Work described in this Bid. The Bid should be detailed, specific, and shall be completed and submitted in the prescribed format stated in this Bid.
- 1.3 The Bid price shall include all costs incurred, excluding H.S.T.
- 1.4 The scope of Work contemplated is described in this Bid. The Owner reserves the right to amend the Work and /or the Bid process as deemed necessary by the Owner.
- 1.5 Owner will only open a Bidder's Envelope #2 if the Bidder's information contained in Envelope #1 meets all the mandatory requirements.

2. BID CLOSING TIME

A completed and signed Bid, sealed in your submission envelope, affixed with the submission label provided by the owner, shall be submitted by the Bidder and stamped by the Procurement Services Department at the Designated Location no later than 15:00:00 hours (3:00:00 p.m.) local time, on the specified date (the "Closing Time"). Late Bids will not be considered and shall result in the Bid being rejected; however they will be time and date stamped and returned to the Bidder unopened.

3. BID PREPARATION AND SUBMISSION

- 3.1 All Bids shall be submitted on the Bid Form (Document VI) provided by the Owner in the Bid document.
- 3.2 The Bid submission envelope should be affixed with the submission label supplied by the Owner, without any extra exterior covering.
- 3.3 The Bid Submission envelopes supplied by the Owner, for this purpose, shall be used without any extra exterior covering.
- 3.4 Bids submitted and received by email or facsimile will not be accepted and shall result in the Bids being rejected.
- 3.5 Amendments by telephone, facsimile, email or letter to a Bid already submitted will not be accepted or considered.
- 3.6 Although photocopies of the Bid Form issued are permitted, it must be returned in the original language format with no changes and must be signed in the space (s) provided.
- 3.7 All sub-contractors, bidders and manufacturers are to be legibly and correctly named otherwise the Bid may be declared informal by the Owner.

4. **BID SUBMISSION REQUIREMENTS**

A two-envelope bid process will be used for this procurement process

4.1 ENVELOPE #1

NO PRICING INFORMATION SHOULD BE MENTIONED IN ENVELOPE #1

Envelope #1 must contain:

- i. The fully completed Bid Form included as Document VI – Envelope #1 to this bid, including pages 1,2 and 3 of Document VI Envelope #1 Bid Form, and all Schedules from I to V
- ii. All necessary documentation requested in Document VI, Envelope #1, Bid form, Schedule I

Failure to comply with the mandatory requirements shall result in Bid disqualification and Envelope #2 not being opened.

4.2 ENVELOPE #2

- i. Document VI, Envelope #2, pages 1,2, and 3
- ii. Document VI, Envelope #2, Bid Form, Schedule I, Items and Unit Prices
- iii. Bid Security per Document I – Instruction to Bidder, Section 5.1 – Bid Security
- iv. Contract Security per Document I - Instruction to Bidder, Section 5.2 – Contract Security

5. **BID SECURITY & CONTRACT SECURITY**

5.1 Bid Security

Bid Security comprised of a Bid Deposit, as specified, shall be submitted with the Bid and be in the form of a Bid Bond, Bank Draft, Money Order, or Certified Cheque made payable to "The Corporation of the City of Vaughan" as security for the execution and delivery of the Contract and the provision of the required bonds, insurance and other documents required to be delivered by the successful Bidder upon execution and delivery of the Contract. Failure to comply will result in Bid disqualification. Bid deposits retained shall not be cashed except as noted in Document I, Instructions to Bidders.

- i. The Bid Security shall be in the amount of *Ten percent (10%)* of the Total Bid Price excluding taxes (refer to Bid Form).
- ii. The Bid Security shall remain valid and in effect for a period not less than Ninety (90) Working Days from the Bid Closing Time.

Bid Security of non-awarded Bidders will be returned upon award and execution of the Contract to the successful Bidder.

5.2 Contract Security

The Contract Security shall be in amount of One Hundred and Fifty percent (150%) of the Total Bid Price excluding taxes. The Bidders shall submit the Contract Security **with their Bid Submission**, in the following alternative forms;

- i. *Surety Consent Form (Agreement to Bond Form)* as supplied by the Owner, or issued by a surety company licensed in the Province of Ontario, or
- ii. Irrevocable Letter of Credit issued by a Schedule I or II Chartered Bank.
- iii. Certified Cheque / Bank Draft / Money Order

The Owner may accept a FACSIMILE COPY of a Surety Consent Form (Agreement to Bond) at the time the Bid Form is submitted. However, the signature(s) and seal of the issuing surety company or Schedule I or II Chartered Bank must be visible upon receipt of the fax transmission from the Bidder. The Bidder must submit the original and executed Surety Consent Form (Agreement to Bond) to the Owner within 72 hours of Bid Closing Time.

Note: The Successful Bidder shall at the time of contract execution submit either; a Performance Bond (100%) and Labour & Material Bond (50%) or Letter of Credit equal to 150% of the Total Bid Price Excluding Taxes.

6. WITHDRAWAL OF BIDS

6.1 Withdrawal of Bids Prior to Bid Closing Time

Bidders may request that their Bid be withdrawn prior to the Closing Time. Withdrawal requests must be on the Bid Withdrawal Form (included in Bid Documents) executed by an Authorized Person and addressed to the Director of Procurement Services, by facsimile transmission or delivered in person to the Designated Location. Telephone or e-mail requests will not constitute withdrawal of a Bid.

Bids withdrawn under this procedure will not be reinstated under any circumstances.

If more than one (1) Bid is received under the same name for the same Project and no Bid Withdrawal Form has been received, the Bid contained in the Bid Submission Envelope bearing the latest date and time shall be considered the intended Bid. All other Bids received from the same Bidder shall be considered withdrawn and returned to the Bidder.

6.2 Open for Acceptance

Each Bid is irrevocable and shall be open for acceptance by the Owner for a period of Ninety (90) Working Days from the Bid Closing Time. If for some reason the Contract is not executed by the successful Bidder within Ninety (90) Working Days of the Closing Time, the Owner may without notice and without liability whatsoever accept another Bid.

7. BLACKOUT PERIOD

At no time during the Blackout Period shall there be any communication between the Bidder and the Owner's elected officials, employees or representatives of Owner directly or indirectly involved in the Bid process unless initiated by Owner for the purpose of clarification.

Such communication by a Bidder during the Blackout Period may be considered grounds for disqualification, of the Bidder, from consideration of Contract award, unless initiated by Owner for the purpose of clarification of any Bid.

All communications between a Bidder and the Owner during the Blackout Period must only be addressed to the Procurement contact person specified in the Bid Document.

8. CLARIFICATIONS AND INQUIRIES

8.1 No elected official, officer, agent or employee of the Owner is authorized to alter orally any portion of the Bid. During the period prior to the Closing Time alterations will be issued to Bidders as written Addenda. The Bidder shall acknowledge all Addenda on the Bid Form.

All inquiries and questions relating to this Bid will be received in writing up to and no later than 15:00:00 hours (3:00pm) local time, on **Thursday April 6, 2017:**

All inquiries shall be e-mailed to:

Grace Zeng, CSCMP, CPPB
Buyer
Procurement Services Department
Tel: (905) 832-8555, Ext. 8694
Email: grace.zeng@vaughan.ca

9. ADDENDUM / ADDENDA

Addendum/Addenda will be issued by the Procurement Representative as required and shall form a part of the bid document. Bidders shall acknowledge receipt of addendum/addenda on the bid form.

All Addenda/Addendum shall be posted on the Owner's website at <https://vaughan.bidsandtenders.ca/>. The onus is on the Bidders to ensure that they have downloaded all Addenda/Addendum and shall acknowledge all Addenda/Addendum, where required on the Bid form, whether the Bidder has received notification from the Owner's website or not. Failure to acknowledge Addendum/Addenda on the Bid form shall result in bid disqualification and rejection.

10. PRELIMINARY BID OPENING

10.1 Preliminary Bid Opening

Envelope #1 of each bid shall be publicly opened one-half (1/2) hour after the Closing Time in the Procurement Services Boardroom. The Bid Number and Bidders Name shall be read in accordance with the Bid Form.

10.2 Action on "Unknown" Bids at Bid Opening

Bid submissions that do not have the BID NUMBER on the Bid Envelope will be opened and placed with the appropriate Call for Bids.

11. MANDATORY REQUIREMENTS AND BID DISQUALIFICATION

Failure to comply with the following mandatory requirements shall result in Bid disqualification and rejection at the Owner's sole and absolute discretion:

11.1 Bids submitted by a bidder not registered as plan taker for this bid;

- 11.2 Bids received by the Owner at the Designated Location after the Closing Time;
- 11.3 Bid Forms not signed;
- 11.4 Bid Forms left blank or incomplete,
- 11.5 Bid submitted in an envelope without the bid label affixed as provided with the bid document.
- 11.6 Bid Forms qualified or amended;
- 11.7 Any mathematical strikeouts, erasures, whiteouts or overwriting not initialed by the Authorized Person(s) signing the Bid Forms;
- 11.8 Failure to submit the Bid Security as described in Document I ;
- 11.9 Failure to submit the Contract Security as described in Document I.
- 11.10 Failure to acknowledge receipt of Addendum/Addenda as indicated in Document VI – Envelope 1 - Bid Form;
- 11.11 Failure to attend the mandatory site meeting(s); and
- 11.12 Failure to fulfill all mandatory submission and compliance requirements as outlined in Document VI – Bid Form, Envelope #1 - Schedule I – Submission and Compliance Requirements.

12. CHECKING OF BIDS

- 12.1 Bids opened will be checked by the Owner to ensure that all Bids submitted comply with the terms and conditions of the Call for Bid including the Mandatory Requirements. In any circumstance where there are obvious or patent errors such as misplaced decimals, the Owner may seek clarification and consider the intent of the Bidder in accepting the Bid.

Owner reserves the right to seek clarification, in writing, of any Bidder and to consider such written clarification as part of the Bid.

- 12.2 Claims or Litigation

The Owner reserves the right, at its election and in its sole and absolute discretion, not to accept a Bid from any Bidder and/or award a Contract to any Bidder (which includes all affiliates as defined in the Ontario Business Corporations Act) that has instituted a court proceeding or is in arbitration against the Owner, or against whom the Owner has instituted a court proceeding or is in arbitration with respect to any other previous submission to the Owner or any other previous contract or business transaction between the Owner and the Bidder (and its affiliates).

13. AWARD

Contract award will be communicated by written notification from the Owner to the successful Bidder, if any.

The Bidder acknowledges that the Owner shall have the right to reject any, or all Bids, or to accept any Bid, for any reason, which the Owner in its sole and unfettered discretion deems most advantageous to itself for the completion of the work, provided that the exercise of such right by the Owner shall be consistent with its duty of fairness to all Bidders.

- 13.1 Consideration for Award

Consideration for award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all Mandatory Requirements.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. accept a Bid which is not the lowest Bid, where such Bid is deemed most advantageous to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon price, ability, quality of work, proposed schedule, service, past experience, past performance and qualification;
- ii. reject a Bid that is the lowest Bid even if it is the only Bid received;
- iii. cancel this Call for Bids at any time, either before or after the Closing Time;
- iv. accept or reject any and all Bids, whether in whole or in part;
- v. except in the case of Mandatory Requirements which must be complied with by all Bidders, accept an Informal Bid;
- vi. award any part of any Bid; or
- vii. accept or reject any unbalanced Bid.

13.2 The Owner reserves the right to consider, during the evaluation of Bids:

- i. information provided in the Bid itself;
- ii. information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. the manner in which the Bidder provides services to others;
- v. the experience and qualification of the Bidder's senior management, and project management;
- vi. the compliance of the Bidder with the Owner's requirements and specifications; and
- vii. innovative approaches proposed by the Bidder in the Bid where requested in the Bid Documents.

By submitting a Bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

13.3 Verification of Safety Performance

Bidders for consideration of possible Contract award shall be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

13.4 Award to one or more Bidders

The Owner reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with its requirements.

13.5 Bidder Profile

If requested, a Bidder shall submit, in addition to any information required to be included in a Bid submission, evidence of experience, ability, quality of work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

13.6 Approvals

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes & regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Owner reserves the right to:

- i. not award the Contract and cancel the Call for Bids; or
- ii. award the Contract in whole or in part, subject the right of the Owner to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
- iii. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

14. EXECUTION OF CONTRACT UPON AWARD

14.4 The successful Bidder, if any, in the presence of the Director of Procurement Services or designate, must sign in triplicate (3), the Contract as stipulated in the Bid Document, within Seven (7) Working Days of written notification of acceptance. Should the successful Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the successful Bidders' Bid Security shall be forfeited and applied for use by the Owner. The Owner may decide to award the contract to other bidder(s).

14.5 The following documents, as listed, shall be submitted prior to or at the time of signing:

- i. Insurance Certificate(s);
- ii. Contract Security ;
- iii. a current copy of the Workplace Safety and Insurance Certificate of Clearance; and
- iv. Copy of certificate for Certified Refrigeration Technicians

14.6 Upon being awarded the Contract, the successful Bidder shall provide the following Contract Security requirements, equal to the percentage of the Total Bid Price, as specified below, excluding taxes:

- | | | |
|-----|--------------------------------|-------|
| i. | Performance Bond | 100% |
| | -AND- | |
| | Labour & Material Payment Bond | 50% |
| | -OR- | |
| ii. | Letter of Credit | 150%. |

14.7 The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

15. BIDDER'S STATEMENT OF UNDERSTANDING

It is understood that the Bidders have carefully examined all of the Bid Documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said Bid Documents, and for the prices set forth in the Bid, hereby offers to furnish all Labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Bid Documents.

16. ERRORS AND OMISSIONS

No oral interpretation or clarification provided to the Bidders will be effective to modify any provisions of these Bid Documents. Any modification or clarification will be by written addendum only issued by the Procurement Services Department. The addendum/addenda shall form part of the Bid Documents.

17. FREEDOM OF INFORMATION

17.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), any personal information that Bidders provide in the Bid is collected under the authority of the *Municipal Act* and will be used exclusively for the procurement process and subsequent contracting process for the Project.

17.2 All Bids and associated documentation submitted become the property of the Owner upon receipt. Pursuant to *MFIPPA*, the Owner may be required to disclose any such information in response to an access request. To assist the Owner in responding to an access request, Bidders are advised to identify in their Bids any specific scientific, technical, commercial, proprietary, or personal or confidential information, and explain why the disclosure of such information would cause them harm. Bids are not to be identified as confidential in their entirety.

18. INSURANCE

18.1 The Contractor shall maintain and pay for following Insurances Coverage

18.2 CCDC 41 (January 21, 2008) should be incorporated and follow the coverages outlined:

- i. General Liability in the form of Commercial General Liability with a limit no less than Five Million Dollars (\$5,000,000.00) per occurrence with an aggregate limit of not less than Five Million Dollars (\$5,000,000.00) within any policy year with respect completed operations, and a deductible not exceeding Five Thousand Dollars (\$5,000.00). (All other language to remain the same as outlined in Section 1 specific to General Liability coverage.)
- ii. Automobile liability insurance coverage as specifically outlined in Section 2 of CCDC 41.

- iii. "Broad Form" property insurance as specifically outlined in Section 4 of CCDC 41.
 - iv. Boiler and machinery contractors' equipment insurance as outlined in Section 5 of CCDC 41.
 - v. "Broad Form" contractors' equipment insurance coverage covering Construction Equipment used by the Contractor for the performance of the Work as outlined in Section 5 of CCDC 41.
 - vi. Additional coverages to include:
 - a) Contractor's Pollution Liability insurance in an amount not less than Five Million (\$5,000,000) per claim. If a single project policy, it should include an extended reporting period of 24 months. If an annual policy, it should be kept in force for 24 months from the date of Substantial Completion of the latest Improvement. The City should be named as an additional insured on this policy.
 - b) Single Project Wrap-Up Liability insurance acceptable to the City and subject to limits of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and annual aggregate. Such insurance shall name the City, general contractor, trade contractors, subcontractors, employees, agents, architects, landscape architects, engineers, consultants, planners and project managers as additional insureds. The Wrap-Up Liability insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises and operations; property damage; products; contingent employers liability; cross liability and severability of interest clause; and shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading. This Wrap-Up Liability insurance policy shall be the primary insurance coverage in all cases for all risks of liability associated with the construction operations of this Project.
- 18.3 All insurance policies shall be in the name of the Contractor and shall name "The Corporation of the City of Vaughan" and all consultants named in the specification as additional insured with respect to claims arising out of the operations of the insured.
- 18.4 All deductibles under the Contractor's insurance are at the sole expense of the Contractor.
- 18.5 The Contractor shall promptly advise the City of any cancellation, material alteration (including, without limiting the generality of the foregoing, any alteration restricting or limiting coverage), or lapse of any policies of the Contractor's insurance, or any change restricting or limiting coverages thereunder. All policies of the Contractor's insurance shall require the insurers thereunder to provide the Contractor and the City (or the City's designate) with not less than thirty (30) days' prior written notice of cancellation, with the exception of non-payment of premium where statutory conditions will apply of the relevant policy.
- 18.6 No insurance taken out by the City shall relieve the Contractor of its obligation to insure as required by this Section 24.
- 18.7 All policies of property insurance required to be obtained by the Contractor, shall contain a waiver by the insurer of any rights of subrogation, or indemnity, or any other claim over to which the insurer thereunder might be entitled against the City, its agents, employees, servants or any other person for whom the foregoing are in law responsible.

- 18.8 In order to provide the City with assurance that the requisite insurance is in place, signed Certificates of Insurance or renewal policies as evidence of renewals shall be delivered to the City not less than ten (10) days prior to the insurance expiry date.
- 18.9 All policies of insurance required to be obtained by the Contractor shall contain provisions to the effect the Contractor's insurance policies shall not call into contribution other insurance available to the City.
- 18.10 All policies of insurance required to be obtained by the Contractor shall contain provisions for settling joint loss disputes amongst property, and boiler and machinery insurers, which will apply whether or not the insurers are signatories to the Insurance Bureau of Canada or any other agreement respecting disputed or overlapping losses.
- 18.11 All policies of insurance required to be obtained by the Contractor shall contain a waiver in respect of the interests of the City of any provision of the policy with respect to any breach by the Contractor or any other insured of any warranties, representations, declarations or conditions contained in the policy.
- 18.12 All policies of liability insurance required to be obtained by the Contractor shall contain, where applicable, a severability of interests clause and a cross-liability clause.
- 18.13 Additional Insurance Coverage
- Required Not Required
- 18.14 In addition to The Corporation of the City of Vaughan the Bidder shall name as additional insured the following consultant: I.B. Storey Inc.

19. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005**

The Successful Bidders shall comply with all applicable provisions of Accessibility for Ontarians with Disability Act 2005 during the period of contract.

This Regulation establishes accessibility standards for customer service and it applies to every designated public sector organization and to every other person or organization that provides goods or services to members of the public or other third parties and that has at least one employee in Ontario.

Contractors and their staff who interact with the public on behalf of the Corporation of the City of Vaughan shall be required to be appropriately trained on "Accessibility Standards for Customer Service". Contractors and bidders shall be required to provide proof of the training.

20. **INVOICING & PAYMENT**

- 20.4 Invoices shall include the Purchase Order Number, Contract Number/Bid Number, date, location and description of the work performed and copies of the signed/completed work orders.
- 20.5 Invoices shall be set up to reflect the agreed upon unit pricing as stipulated in the Bid Document for the work performed.
- 20.6 Submit invoices to: City of Vaughan, Accounts Payable, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1.
- 20.7 The Owner shall request that the Contractor(s) change the format of its invoice if it is not compatible with the Owner's payment system.

- 20.8 If an invoice is submitted in an improper format and/or calculated incorrectly, the invoice shall be returned to the Contractor(s) without payment.
- 20.9 Payment Term is net 30 upon receipt of an invoice and contract requirements being completed and work being deemed satisfactory.
- 20.10 Payments made hereunder shall not relieve the Contractor from its obligations or liabilities under the Contract.
- 20.11 The Owner shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

END OF DOCUMENT I

NOT APPLICABLE FOR THIS BID

CCDC 2 - 2008 - Supplementary Conditions

The Standard Construction Document CCDC 2 - 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

SUPPLEMENTARY ARTICLES

The Agreement of the Stipulated Price Contract, **CCDC 2 - 2008** is hereby amended as follows:

SA1 ARTICLE A-1 THE WORK**SA1.1 Paragraph 1.3:**

Add the words “, and attain *Total Performance of the Work*, within 30 days of attaining *Substantial Performance of the Work* save and except for landscaping work that may be deferred to a later date in the sole discretion of the Owner” after the words “in the year ___” in the third line of paragraph 1.3.

SA1.2 Add to the end of Article 1.3 the following:

“Time is of the essence in this Contract. The Contractor shall employ extra Labour or overtime Labour to complete any work in order to avoid disruption to operation of the Place of Work or in order to maintain the schedule and meet the date set for Substantial Performance of the Work shown above and any completion dates for various parts of work shown in the Contract Documents – all at no extra cost to the Owner. Completion dates may only be extended in accordance with our GC 6.5 Delays.”

SA2 ARTICLE A-3 CONTRACT DOCUMENTS**SA2.1 Paragraph 3.1:**

Add the words “ - Supplementary Articles of the *Contract*
 - Supplementary Definitions of the *Contract*
 - Supplementary Conditions of the *Contract*
 - Bid Documents, including Document I - Instructions to Bidders,
 Document VI – Bid Form
 - Document V – Special Provisions”

to the list of *Contract Documents* in paragraph 3.1.

SA3 ARTICLE A-5 PAYMENT**SA3.1 Paragraph 5.3.1:**

Delete subparagraphs 5.3.1(1) and 5.3.1(2) and replace with:

(1) 0 % (zero per cent) per annum.

SA4 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

SA4.1 Paragraph 6.1:

Delete Article A-6 and substitute new article 6.1:

- 6.1 Notices in Writing between the parties or between them and the Consultant shall be deemed to be received by the addressee: (a) on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below; (b) on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier; and (c) on the fifth Working Day following the date of mailing, if sent by prepaid registered post, when addresses as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

SA5 ARTICLE A-9 CONFLICT OF INTEREST

SA5.1 Add new Article A-9 – Conflict of Interest as follows:

ARTICLE A-9 CONFLICT OF INTEREST

- 9.1 The *Contractor*, all of the *Subcontractors*, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*.
- 9.2 The *Contractor* shall disclose to the *Owner*, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.
- 9.3 A breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity.

SA6 ARTICLE A-10 SEVERABILITY

SA6.1 Add new Article A-10 SEVERABILITY as follows:

ARTICLE A-10 SEVERABILITY

10.1 - If any provision of this *Contract* is found to be invalid or unenforceable in any circumstances, the remainder of this *Contract*, and the application of such provision in any other circumstances, shall not be affected.

SA7 ARTICLE A-11 TIME OF ESSENCE

SA7.1 Add new Article A-11 TIME OF ESSENCE as follows:

ARTICLE A-11 TIME OF ESSENCE

11.1 Time shall be of the essence of the *Contract* and under all *Contract Documents*.

SUPPLEMENTARY DEFINITIONS

The **DEFINITIONS** of the Stipulated Price Contract CCDC 2 – 2008 are hereby amended as follows:

SD1 Paragraph 6 – Contract Documents

Add the words “in writing” after the word “upon” in the second line of paragraph 6.

SD2 Paragraph 27 – As-Built Drawings

Add new paragraph 27 – As-Built Drawings as follows:

27. *As-Built Drawings* means drawings prepared by the Contractor by marking on a copy of the Drawings the changes from the Drawings which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the Drawings.

SD3 Paragraph 28 – Submittals

Add new paragraph 28 – Submittals as follows:

28. *Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- Record drawings and manuals that provide instructions for the operation and maintenance of the *Work*.

SD4 Paragraph 30 – Total Performance of the Work

Add new Paragraph 30 – Total Performance of the Work as follows:

30. Total Performance of the Work

Total Performance of the Work means when the entire *Work*, except for those items arising from GC 12.3 – WARRANTY, has been performed in accordance with the requirements of the *Contract Documents* and is so certified by the *Consultant*.

SD5 Paragraph 31 – Reviewed; Satisfactory; Directed; Instructed

Add new paragraph 31 – Reviewed; Satisfactory; Directed; Instructed as follows:

31. The words “**reviewed**”, “**satisfactory**”, “**directed**”, “**instructed**” and **similar words** shall be understood to be followed by the words “by the *Consultant*”, unless the context clearly indicates otherwise.

SUPPLEMENTARY CONDITIONS

The General Conditions of the Stipulated Price Contract CCDC 2 – 2008 are hereby amended as follows:

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

SC 1 CONTRACT DOCUMENTS

Paragraph 1.1.6:

SC1.1 Add new sentence to the end of paragraph 1.1.6:

The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions.

SC1.2 Insert the following at the beginning of Paragraph 1.1.7:

“In the event of discrepancies between the various drawings or between drawings and specification of the same issue relating to an amount of Labour and/or materials required thereby the greater amount of Labour or materials referred to shall be included in the Work. Reference to known standard specifications shall mean the latest edition of such specifications adopted and published as of the date of the invitation to submit tenders. When products, operations or methods are noted on the drawings or in the Contract Documents, the Contractor shall provide each item mentioned or indicated (according to the conditions stated) and provide all necessary Labour, equipment, materials and incidentals to properly install such products, or carry out such operations or methods, unless otherwise stated.”

SC1.2 **Paragraph 1.1.7.1:**

Add the words “- Supplementary Articles” at the beginning of the order of priority of documents in subparagraph 1.1.7.1.

Add the words “- Supplementary Definitions” above the words “the Definitions” in the order of priority of documents in subparagraph 1.1.7.1.

SC1.3 **Paragraph 1.1.7.5:**

Add new subparagraph 1.1.7.5 as follows:

1.1.7.5 - In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*

SC1.4 **Paragraph 1.1.8:**

Delete paragraph 1.1.8 in its entirety and substitute new paragraph 1.1.8 as follows:

1.1.8 - The *Owner* shall provide the *Contractor*, without charge, two (2) copies of the *Contract Documents*. At the request of the *Contractor*, the *Owner* will provide additional copies at the *Contractor's* expense.

SC1.5 Add the following new Paragraph to GC 1.1:

1.1.11 The language of the specifications is, in many cases, written in the imperative mood for brevity. Clauses containing instructions or directions are directed to the Contractor and, in the case of conflicts, such sentences are presumed to include the words "the Contractor shall".

1.1.12 The Contractor is responsible for coordination of metric and imperial dimensions as shown on the drawings and as specified.

1.1.13 Drawings are, in part, diagrammatic and are intended to convey sufficient information for a competent Contractor to construct the Work and, as such, indicate general and approximate location, arrangement and sizes of materials, elements, fixtures, equipment and outlets. The Contractor is to obtain more accurate information about locations, arrangement and sizes by studying, familiarizing with, and correlating the Contract Documents and drawings, including coordination with the shop drawings, "as built" conditions, and becoming totally familiar with conditions and spaces affecting these matters before proceeding with the Work. Where job conditions require reasonable adjustments in the indicated locations and arrangements, the Contractor is to make the necessary modifications at no additional cost to the Owner. Similarly, where existing conditions interfere with new installation and required location, the Contractor is to include such relocation in the Work of this Contract at no additional cost to the Owner.

Where equipment or other physical element is not specified in the Contract Documents but would, to a competent contractor, be required, it shall be included in the Work of the Contract at no additional cost to the Owner. The Contractor is to install and arrange fixtures and equipment in such a way as to conserve as much headroom clearance and space as possible."

SC2 GC 1.3 RIGHTS AND REMEDIES

SC2.1 Paragraph 1.3.2:

Delete the word "No" from the beginning of paragraph 1.3.2 and substitute the following words:

"Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1, no".

SC2.2 Paragraph 1.3.3

Add new paragraph 1.3.3 as follows:

1.3.3 – Notwithstanding paragraph 1.3.1, the *Owner* shall not be liable, whether in Contract, tort, or any other theory of law or statute, for any claim arising from any prior negotiation, representation, or agreement, whether written or oral, which is Superseded by the *Contract* under Article A-2 of the Agreement- AGREEMENTS AND AMENDMENTS.

SC3 GC 1.4 ASSIGNMENT

SC3.1 Paragraph 1.4.1:

Add the following sentence to the end of paragraph 1.4.1:

In the event of an assignment of the Contract by the Contractor, such assignment shall not relieve the Contractor from its obligations and liabilities hereunder.

SC4 GC 2.2 ROLE OF THE CONSULTANT

SC4.1 Paragraph 2.2.7:

Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED FO THE OWNER, the” and substitute the word “The” at the beginning of paragraph 2.2.7.

SC4.2 Paragraph 2.2.10:

Add the words “No verbal instructions or interpretations will be recognized” to the end.

SC4.3 Paragraph 2.2.13:

Add the following to the end of paragraph 2.2.13:

If, in the opinion of the *Contractor*, performance of the *Supplemental Instruction* will result in an increase in the *Contract Price* or to the *Contract Time*, the *Contractor* shall, within 10 *Working Days* of receipt of the *Supplemental Instruction*, provide the *Consultant* with *Notice in Writing* of the cause and duration of the delay and of any increase in *Contract Price*. Failure to provide the *Notice in Writing* shall be a deemed acceptance of the *Supplemental Instruction* by the *Contractor* without adjustment in the *Contract Price* or *Contract Time*.

Paragraph 2.2.14:

Delete the word “submittals,” and substitute the words “*submittals* which are provided” after the word “*Contractor’s*” in the first line of paragraph 2.2.14.

Paragraph 2.2.18:

Add the following to the end of paragraph 2.2.18:

“The Consultant shall ensure that all such warranties and documents submitted for approval and for the Owner’s records are in accordance with the Contract Documents prior to the documents being forwarded.”

SC4.4 Paragraph 2.2.19:

Add new paragraph 2.2.19 as follows:

2.2.19 – The *Consultant* will conduct reviews of the *Work* to determine the date of *Total Performance of the Work* as provided in paragraph 5.7.1.

SC4.5 Paragraph 2.2.20:

Add new paragraph 2.2.20 as follows:

2.2.20 Except as otherwise provided in the Contract Documents or, when direct communications have been specifically agreed upon, the Owner and Contractor shall endeavour to communicate through the Consultant and or the Manufacturer's Representative Communications by and with the Consultant's sub-consultants or other consultants hired by the Owner shall be through the Consultant. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner."

SC5 GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC5.1 Paragraphs 2.3.8, 2.3.9 and 2.3.10:

Add new paragraphs 2.3.8, 2.3.9 and 2.3.10 as follows:

2.3.8 Failure of the Consultant or his representatives or of an inspection agency appointed by the Owner, to carry out any inspections shall not relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents."

2.3.9 No review of the *Work* by the *Owner* or the *Consultant* shall relieve the *Contractor* from its responsibility to perform the *Work* in accordance with the *Contract Documents*.

2.3.10 Where standards of performance are specified in the *Contract Documents* and the *Work* does not comply with the performance specified; such deficiency shall be corrected as directed by the *Consultant*. Any testing of work identified as defective in accordance with GC 2.4, including retesting required by the *Owner* to verify performance, shall be done at the *Contractor's* expense.

SC6 GC 2.4 DEFECTIVE WORK

SC6.1 Paragraph 2.4.1.1:

Add new subparagraphs 2.4.1.1 and 2.4.1.2 as follows:

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

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

SC6.2 Paragraph 2.4.3:

Delete the words "the difference in value between the work as performed and that called for by" and substitute the words "the value of such work as is necessary to correct any non-compliance with" in the second and third lines of paragraph 2.4.3.

SC6.3 Paragraph 2.4.4:

Add new paragraph 2.4.4 as follows:

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

SC7 GC 3.1 CONTROL OF THE WORK

SC7.1 Paragraph 3.1.2:

Add the word “schedules” after the word “techniques” in the first line of paragraph 3.1.2.

SC7.2 Paragraph 3.1.3:

Add new paragraph 3.1.3 as follows:

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

SC8 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC8.1 Paragraph 3.2.2.1:

Delete subparagraph 3.2.2.1 in its entirety.

SC8.2 Paragraph 3.2.2.2:

Delete subparagraph 3.2.2.2 in its entirety and substitute the words “require other contractors and the Owner’s own forces to comply with the requirements and instructions of the Contractor with respect to construction safety at the Place of the Work.

SC8.3 Paragraph 3.2.3.4:

Add new subparagraph 3.2.3.4 as follows:

3.2.3.4 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work* for the *Owner’s* own forces and for other contractors, including all of the responsibilities of the contractor, constructor, prime contractor or principal contractor as may apply in accordance with the applicable health and safety legislation of the *Place of the Work* as defined in the *Occupational Health and Safety Act*.

SC8.4 Paragraph 3.2.3.5:

Add new subparagraph 3.2.3.5 as follows:

3.2.3.5 Take all reasonable, practical and prudent steps to provide for the coordination of the activities and work of other contractors and *Owner's* own forces with the *Work of the Contract*.

SC9 GC 3.4 DOCUMENT REVIEW

SC9.1 Paragraph 3.4.1:

Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1 as follows:

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care. If the *Contractor* does discover any error, inconsistency, or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

SC9.2 Paragraph 3.4.2:

Add new paragraph 3.4.2 as follows:

3.4.2 The lack of reference on a drawing or in a specification to labour or products that are required or normally recognized within the applicable trade practice as being necessary for the complete execution of the *Work* shall not constitute an error, inconsistency or omission.

SC9.3 Paragraph 3.4.3:

Add new paragraph 3.4.3 as follows:

3.4.3 The issuance of Requests for Information by the *Contractor* shall not entitle the *Contractor* to any increases to the Contract Price or Contract Time.

SC9.4 Paragraph 3.4.4:

Add new paragraph 3.4.4 as follows:

3.4.4 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction, Change Order, or Change Directive*, as the case may require. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

SC10 GC 3.5 CONSTRUCTION SCHEDULE

SC10.1 Paragraph 3.5.1:

Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1 as follows:

3.5.1 - The *Contractor* shall,

- .1 within 10 *Working Days* following the notice of award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when required by the *Specifications* to employ construction scheduling software, the *Contractor* shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the construction schedule and any successor or revised schedules to the *Owner* in electronic format and paper copy. When required by the *Specifications* to employ construction scheduling software, the *Contractor* shall provide the construction schedule to the *Owner* in editable format, together with a record version in PDF format. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule. If the construction schedule submitted by the *Contractor* is not accepted by the *Owner* and the *Consultant*, the *Contractor* shall make revisions to the construction schedule until it is accepted by the *Owner* and the *Consultant*. Notwithstanding any other terms of this *Contract*, the *Contractor* shall not be entitled to receive any payment from the *Owner* until a construction schedule has been submitted by the *Contractor* and accepted by the *Owner* and the *Consultant*.
- .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;
- .3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a bi-weekly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and
- .4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.

SC10.2 Paragraph 3.5.2:

Add new paragraph 3.5.2 as follows:

3.5.2 If, at any time, the *Owner* or the *Consultant* advise the *Contractor* that it appears that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* or claim compensation for delay in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.

SC11 GC 3.6 SUPERVISION

SC11.1 Paragraph 3.6.1:

Add the words “and upon the *Contractor* obtaining the *Owner’s* written consent, which consent will not be unreasonably withheld” after the word “reason” at the end of paragraph 3.6.1.

SC11.2 Paragraph 3.6.3:

Add new paragraph 3.6.3 as follows:

3.6.3 The *Owner* may, at any time, for reasonable cause, object to the representative referred to in paragraph 3.6.1 and require the *Contractor* to dismiss and replace the said representative.

SC12 GC 3.8 LABOUR AND PRODUCTS

SC12.1 Paragraph 3.8.2:

Delete paragraph 3.8.2 and replace with new paragraph 3.8.2 as follows:

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified *Products* without the express written consent of the *Consultant* and the *Owner*.

SC12.2 Paragraph 3.8.4:

Add new paragraphs 3.8.4, 3.8.5 and 3.8.6 as follows:

3.8.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

3.8.5 The *Contractor* represents and warrants that the *Products* provided for in accordance with the *Contract* are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*.

3.8.6 The *Contractor* shall use and/or install all proprietary materials and equipment in strict accordance with the manufacturer's printed instructions.

SC13 GC 3.10 SHOP DRAWINGS

SC13.1 Add the words "AND OTHER SUBMITTALS" to the Title after "SHOP DRAWINGS".

SC13.2 **Paragraph 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10 and 3.10.11:**

Add the words "and *Submittals*" after the words "*Shop Drawings*" in clauses 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10 and 3.10.11.

SC13.3 **Paragraph 3.10.3:**

Delete paragraph 3.10.3 in its entirety and substitute new paragraph 3.10.3 as follows:

3.10.3 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*.

SC13.4 **Paragraph 3.10.12:**

Delete paragraph 3.10.12 in its entirety and substitute new paragraph 3.10.12 as follows:

3.10.12 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon in 3.10.3, or, in the absence of such schedule, with reasonable promptness. If, for any reason, the *Consultant* cannot process them within the agreed-upon schedule or with reasonable promptness, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the *Shop Drawings* and *Submittals* Schedule to correspond to changes in the construction schedule. Changes in the *Contract Price* or *Contract Time* may be made only as otherwise provided in the *Contract*.

Add new paragraph 3.10.13 as follows:

3.10.13 Samples: Reviewed Samples will be returned to the *Contractor* and shall be maintained at the *Place of the Work*. Products installed into the *Work* must match reviewed Samples. Any products, whether incorporated in the *Work* or not, which do not match reviewed Samples, shall be removed and replaced at the *Contractor's* expense.

GC 3.11 Use of the Work

Add new paragraph 3.11.3:

3.11.3 The Owner shall have the right to enter and occupy the Work in whole, or in part, for the purpose of placing fittings and equipment or for other uses before completion of the Contract. Such entry and occupation shall not be considered as acceptance of the Work or in any way relieve the Contractor from his responsibility to complete the Contract.

SC14 GC 3.14 PERFORMANCE BY CONTRACTOR

SC14.1 Add a new GC3.14 PERFORMANCE BY CONTRACTOR as follows:

GC 3.14 PERFORMANCE BY CONTRACTOR

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

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

- .1 the personnel it assigns to the *Project* are appropriately experienced;
- .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
- .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

SC15 GC 3.15 INTERFERENCE

SC15.1 Add new GC 3.15 INTERFERENCE as follows:

GC 3.15 INTERFERENCE

3.15.1 If the *Work*, in whole or in part, involves the renovation of, or addition to, existing and occupied premises:

- .1 the *Contractor* shall maintain normal business operations and traffic flow, with a minimum of inconvenience to the tenants and occupants of the *Place of the Work*;
- .2 subject to the provisions of the *Contract Documents*, the *Contractor* shall ensure that no essential services such as electric power, water supply or other public utilities are interrupted;

- .3 in every case where an interruption to existing services or utilities is to occur during execution of the *Work*, the *Contractor* shall give the *Owner* five *Working Days* prior written notice. The *Contractor* shall reschedule any such interruption, at no additional cost to the *Owner*, if requested to do so in writing by the *Owner*; and
- .4 subject to work restrictions set out elsewhere in the *Contract Documents*, any work that generates excessive noise shall be carried out by the *Contractor* between the hours of 5:00 p.m. and 8:00 a.m. or on weekends and holidays as may be agreed upon between the *Contractor* and the *Owner*, subject to applicable by-laws.

SC16 GC 3.16 RIGHT OF ENTRY

SC16.1 Add new GC 3.16 RIGHT OF ENTRY as follows:

GC 3.16 RIGHT OF ENTRY

3.16.1 The *Owner* shall have the right to enter or occupy the *Place of the Work* in whole or in part for the purpose of placing materials, fittings and equipment or for other uses at any time before *Substantial Performance of the Work*, if, in the reasonable opinion of the *Consultant*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* or achieving *Substantial Performance of the Work* within the *Contract Time*. Such entry or occupation or use of equipment or systems shall not be considered as acceptance of the *Work* in whole or in part, or in any way relieve the *Contractor* from its responsibility as constructor under the Occupational Health and Safety Act or to complete the *Contract*.

SC17 GC 4.1 CASH ALLOWANCES

SC17.1 **Paragraph 4.1.4:**

Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4 as follows:

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

SC17.2 **Paragraph 4.1.5:**

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

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

SC17.3 Paragraph 4.1.8:

Add new paragraph 4.1.8 as follows:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances. When directed by the *Owner* or *Consultant*, the *Contractor* shall sign the assigned bidders as normal *Subcontractors* and assume full responsibility for supervision, scheduling, guarantees and payment for this portions of the *Work* so assigned.

SC18 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC18.1 Delete General Condition GC 5.1 entirely.

SC19 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC19.1 Paragraph 5.2.7:

Delete the paragraph 5.2.7 in its entirety and substitute new paragraph 5.2.7:

5.2.7 Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS. Approval for inclusion in application for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work*, will be at the sole discretion of the *Owner*.

SC19.2 Paragraphs 5.2.8, 5.2.9, 5.2.10 and 5.2.11:

Add new paragraphs 5.2.8, 5.2.9, and 5.2.10 as follows:

5.2.8 The *Contractor* shall submit, with each application for progress payment after the first, a Statutory Declaration (Sworn statement), on an original form provided by the *Owner*, stating that payments in connection with the *Work*, as noted in the Statutory Declaration / Sworn statement, have been made in FULL to the end of the period immediately preceding that covered by the current application and, if requested by the *Owner*, a Statutory Declaration from any *Subcontractor*, as may be identified by the *Owner*, on an original form provided by the *Owner*. The Statutory Declarations shall be dated the same date as the *Contractor's* application for payment.

5.2.9 The *Contractor* shall submit a current Workplace Safety & Insurance Board (WSIB) Clearance Certificate and a copy of the Purchase order (PO) with each application for progress payment.

5.2.10 The *Contractor* shall prepare current *As-Built Drawings* during the course of the *Work*, which current *As-Built Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* may retain an amount reasonably determined by the *Consultant* up to the amount set forth in subparagraph 5.7.1 from any progress payment for the value of the *As-Built Drawings* not presented for review until the *As-Built Drawings* are presented for review.

5.2.11 The Contractor agrees that the Owner shall be under no obligation to have recourse to the right afforded to it under subsection 24(2) of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, and that the Owner is under absolutely no obligation to make any payment to the Contractor in the face of either a registered lien or a notice of lien until same is discharged.

SC20 GC 5.3 PROGRESS PAYMENT

SC20.1 Paragraph 5.3.1.2:

Delete from the first line of subparagraph 5.3.1.2 the words "calendar days" and substitute the words "*Working Days*".

SC20.2 Paragraph 5.3.1.3:

Delete subparagraph 5.3.1.3 in its entirety and substitute new subparagraph 5.3.1.3 as follows:

5.3.1.3 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the *Agreement* - PAYMENT no later than 20 *Working Days* after the date of issuance by the *Consultant* of a certificate for payment.

SC20.3 Paragraph 5.3.2:

Add the following new Paragraph to GC 5.3:

"5.3.2 Except for equipment which is rented or is to remain the personal property of the Contractor, all materials, work services and equipment used and delivered to the Place of Work or intended to be used in the carrying out of this contract shall be free and clear and shall be kept free and clear of all liens, charges and encumbrances. In the event of there being a lien, charge or encumbrance or a claim for a lien, charge or encumbrance, the Owner may retain from the amount otherwise payable to the Contractor, an amount sufficient to satisfy and discharge the same. If the Owner gives to the contractor a Notice in Writing of this intention to satisfy and discharge any such lien, charge or encumbrance or a claim for a lien, charge or encumbrance and, within three (3) days of receipt of such notice, the Contractor does not show cause, satisfactory to the Consultant, why such lien, charge or encumbrance should not be satisfied and discharged, the Owner may satisfy and discharge the same and charge the costs thereof to the Contractor including any amounts paid into Court. The Contractor agrees to indemnify and keep indemnified and save harmless the Owner from any and all liens, charges and encumbrances."

SC20.4 Paragraph 5.3.2:

Add new paragraph 5.3.2 as follows:

5.3.2 - Certificates for payment may provide for retention of amounts as determined by the *Consultant* to ensure correction of deficient work done or unacceptable *Products* provided.

SC21 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC21.1 Paragraph 5.4.3:

Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3 as follows:

5.4.3 The *Contractor*, shall attain *Total Performance of the Work*, including the rectification of all deficiencies, within 30 days of attaining *Substantial Performance of the Work*, save and except for landscaping work that may be deferred to a later date in the sole discretion of the Owner.

SC21.2 Paragraphs 5.4.4, 5.4.5, 5.4.6 and 5.4.7:

Add new paragraphs 5.4.4, 5.4.5, 5.4.6 and 5.4.7 as follows:

5.4.4 Within 7 calendar days of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall publish a copy of the certificate in a construction trade newspaper (as that term is defined in the *Construction Lien Act*) and shall provide to the *Consultant* and the *Owner* the date of publication and the name of the construction trade newspaper in which the publication occurred. If the *Contractor* fails to comply with this provision, the *Owner* may publish a copy of the certificate and charge the *Contractor* with the costs so incurred.

5.4.5 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 testing and balancing reports;
- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 existing reports and correspondence from authorities having jurisdiction in the Place of the Work;
- .10 a copy of all shop drawings that were processed under GC 3.10 showing all notations and amendments made by the *Contractor* and the *Consultant*;

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*.

5.4.6 Where the *Contractor* is unable to deliver the documents and materials described in paragraph 5.4.5, then, provided that none of the missing documents and materials interferes with the use and occupancy of the *Project* in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. Any documents or materials not delivered in accordance with paragraph 5.4.5 shall be delivered as provided in GC 5.7, paragraph 5.7.1.

5.4.7 Together with the submission of its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* and to the *Owner* a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the *Contractor* and any *Subcontractor* or *Supplier*, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the *Contractor* and the *Owner*, and this disclosure shall, at a minimum:

- .1 identify the parties involved;
- .2 identify the amount in dispute;
- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;
- .5 include copies of any documents of any court or arbitration process related to the matter;
- .6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates, if any; and
- .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The *Contractor* expressly acknowledges that the submission of the aforesaid complete statutory declaration is a condition precedent to the *Contractor* receiving payment from the *Owner* of any amount pertaining to any claim or dispute referred to in this paragraph, and that the *Contractor* shall not be entitled to recover from the *Owner* any amount pertaining to any claim or dispute referred to in this paragraph, if the provisions of this paragraph have not been fully complied with. For greater certainty, the *Contractor* is not obliged to make the aforementioned disclosure with respect to any dispute or claim that is not related to or does not touch upon any unresolved dispute or claim between the *Contractor* and the *Owner*.

SC22 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC22.1 Paragraph 5.5.1.2:

Add the words “and, if requested by the *Owner*, a Statutory Declaration from any *Subcontractor*, as may be identified by the *Owner*, on an original form of CCDC Document 9B – 2001 Statutory Declaration of Progress Payment Distribution by Subcontractor.” to the end of subparagraph 5.5.1.2.

SC22.2 Paragraph 5.5.2:

Delete from line 1 of paragraph 5.5.2, the words, “the statement” and substitute the words “the documents”.

SC22.3 Paragraph 5.5.3:

Delete paragraph 5.5.3 in its entirety.

SC23 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

SC23.1 Delete "**GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**" in its entirety.

SC24 GC 5.7 FINAL PAYMENT

SC24.1 Paragraph 5.7.1:

Delete paragraph 5.7.1 in its entirety and substitute new paragraph 5.7.1 as follows:

5.7.1 When the *Contractor* considers that the *Work* has been totally performed, the *Contractor* shall submit an application for final payment, together with a written application for review by the *Consultant* to establish *Total Performance of the Work*. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 together with complete *As-Built Drawings*. Should the *Contractor* fail to deliver any of the foregoing documents, the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor* the amount specified in the following *Scale of Holdback* as security for the obligation of the *Contractor* to deliver the undelivered documents. The *Contractor* shall have no right to receive payment of the amount so withheld until such time as all required documents and materials referenced in paragraph 5.4.5 have been delivered.

Scale of Holdback:

- where the *Contract Price* is less than \$100,000 the amount to be retained is \$5,000
- where the *Contract Price* is greater than \$100,000 but less than \$500,000, the amount to be retained is 5% of the *Contract Price*
- where the *Contract Price* is greater than \$500,000 but less than \$5,000,000, the amount to be retained is 3% of the *Contract Price*
- where the *Contract Price* is greater than \$5,000,000, the amount to be retained is 2% of the *Contract Price*.

SC24.2 Paragraph 5.7.2:

Delete from the first line of paragraph 5.7.2 the words, "calendar days" and substitute the words "*Working Days*".

Delete the words "and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid" and substitute the words "and:

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

at the end of paragraph 5.7.2.

SC24.3 Paragraph 5.7.3:

Delete the words "finds the *Contractor's* application for final payment valid" and substitute the words "issues the certificate of *Total Performance of the Work*" in the first line of paragraph 5.7.3.

SC24.4 Paragraph 5.7.4:

Delete from the second line of paragraph 5.7.4 the words, "calendar days" and substitute the words "*Working Days*".

Amend paragraph 5.7.4 in line 2 by removing "5" and replacing it with "20".

SC24.5 Add a new paragraph 5.7.5 as follows:

5.7.5 Prior to the release of the finishing holdback provided for under the *Construction Lien Act*, the *Contractor* shall submit:

- .1 *Contractor's* written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;
- .2 a Statutory Declaration on an original form provided by the *Owner* stating that payments in connection with the *Work*, as noted in the Statutory Declaration, have been made in full up to the end of the period immediately preceding that covered by the application for release of the finishing holdback;
- .3 a final Workplace Safety & Insurance Board Clearance Certificate.

SC24.6 Add a new paragraph 5.7.6 as follows:

5.7.6 A deficiency fund will be retained by the *Owner* to secure the correction of deficiencies, the amount of such deficiency fund to be based on the *Consultant's* reasonable estimate of the cost of correcting deficient items.

SC25 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

SC25.1 Paragraphs 6.1.3, 6.1.4 and 6.1.5:

Add a new paragraph 6.1.3, 6.1.4 and 6.1.5 as follows:

6.1.3 The *Contractor* shall not be entitled to receive any additional compensation arising out of changes to the *Work* other than the amounts determined and agreed to under GC 6.2 - CHANGE ORDER , or as provided in GC 6.3 - CHANGE DIRECTIVE.

6.1.4 For the purpose of valuing expenditures under cash allowances pursuant to paragraph 4.1.4, expenditures under the contingency allowance pursuant to paragraph 4.2.2, changes which result in an increase in the *Contract Price*, and any other items under the *Contract Documents* which provide for payment to the *Contractor* of overhead and profit, allowances for overhead and profit shall be included in the percentages set out in subparagraph 6.2.3.3(3).

6.1.5 The *Contractor's* percentage fee mark-up on changes is intended to cover all general expenses and overhead costs incurred by the *Contractor* in relation to the change. For greater certainty, the following items of cost to the *Contractor* in relation to any changes are covered by and included in the *Contractor's* overhead and profit percentage fee mark-up on changes:

- .1 project management costs;

- .2 estimating, site supervision, safety, preparation of *As-built Drawings*, coordination and administration costs;
- .3 warranty costs;
- .4 bonding and insurance costs;
- .5 general clean-up and disposal costs.

SC26 GC 6.2 CHANGE ORDER

SC26.1 Paragraph 6.2.3:

Add new paragraph 6.2.3 as follows:

6.2.3 The method of adjustment of the *Contract Price* presented by the *Contractor* may be:

.1 by quotation and acceptance of a lump sum. All quotations must contain an itemized and complete breakdown of costs, including hours and hourly rates of labour, payroll burden, itemized costs of materials, quantity of materials, *Products*, and all other costs to perform the change in the *Work*, including the *Contractor's* mark-up fee set out in the table below, such that the quotations are capable of being evaluated by the *Consultant*. The *Contractor* shall require *Subcontractors* and *Suppliers* to supply similar information to the *Consultant*.

.2 by unit prices set out in the Schedule of Prices listed in Article A-3 – CONTRACT DOCUMENTS or subsequently agreed upon in writing by the parties. Unit prices shall include materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervisions, testing, all applicable duties, brokerage charges, import charges, taxes, bonding, overhead, profit and all relative charges and expenses including, but not limited to, office administration charges such as disbursements, travel costs, printing and incidentals to the *Contractor*, and shall be the total cost to the *Owner*. Adjustment to the *Contract Price* shall be based on a net quantity difference from the original quantity.

.3 by the amount, net of all credits, of time, materials, *Construction Equipment* and *Products* expended:

- (1) by a *Subcontractor* applying its labour charge out rates, together with the actual costs, without mark-up, of materials, *Construction Equipment* and *Products* utilized in the change, plus the *Subcontractor's* mark-up fee set out in the table below, which shall be applied to material and *Product* costs only;
- (2) by the *Contractor* applying its labour charge out rates, together with the actual costs, without *Contractor's* mark-up, of materials, *Construction Equipment* and *Products* plus the mark-up fee set out in the table below which shall be applied to material, *Construction Equipment* and *Product* costs only;
- (3) the *Contractor* shall be entitled to the *Contractor* mark-up fee in the table below on the value of *Subcontractor* work even where the *Subcontractor* is not entitled to a mark-up fee on its labour charge out rates pursuant to paragraph 6.2.3.3(1).

Change in the Contract Price	Subcontractor and Contractor's Own Forces Mark-Up Fee (%) (includes overhead and profit)	Contractor Mark-up Fee (%) on Subcontractor's work (includes overhead and profit)
\$0 - \$49,999.99	5	5
Over \$50,000.00	5	3

.4 the aforesaid *Subcontractor* and *Contractor's* percentage fee mark-ups include all necessary supervision, general account items, general clean-up, small tools, as-built drawings and job safety necessary to perform the change.

SC26.2 Paragraph 6.2.4:

Add new paragraph 6.2.4:

6.2.4 "The Contractor is not to proceed with work requiring a change in the contract price or project schedule unless such work is previously approved by the Owner and Consultant by a *Change Order* or *Change Directive* authorizing the change in the work. The cost of work requiring a change in the contract price or project schedule carried-out without a *Change Order* or *Change Directive* authorizing the change in the *Work* will be paid in whole by the Contractor and not by the Owner.

SC27 GC 6.3 CHANGE DIRECTIVE

SC27.1 Paragraph 6.3.6.3:

Delete the words "the *Contract Documents* or as otherwise agreed by the parties" and substitute the words "paragraph 6.2.3" in paragraph 6.3.6.3.

SC27.2 Paragraph 6.3.7.1 (1):

Delete subparagraph 6.3.7.1(1) and substitute the following:

"(1) carrying out the work, including necessary supervisory services;"

SC27.3 Paragraph 6.3.7.1(2):

Delete subparagraph 6.3.7.1(2) in its entirety.

SC27.4 Paragraph 6.3.7.1(3):

Delete subparagraph 6.3.7.1(3) in its entirety and substitute the following:

"(3) engaged in the preparation of *Shop Drawings*, fabrication drawings, coordination drawings and *As-Built Drawings*: or..."

SC28 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC28.1 Paragraphs 6.4.5, 6.4.6 and 6.4.7:

Add new paragraphs 6.4.5, 6.4.6 and 6.4.7 as follows:

6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the character of the *Work*, the *Place of the Work* and all local conditions which might affect its obligations and that it has satisfied itself as to the nature and extent of the *Work*, the *Contract Documents* and the *Contract* and as to the facilities and difficulties in attending and completing the execution of the *Work*. The *Contractor* confirms that it has applied to its investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.2, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation, because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

6.4.6 To the extent the *Contractor* has not investigated as referenced in paragraph 6.4.5, the *Contractor* willingly assumes responsibility for all losses, damages, costs, expenses (including all legal costs on a full indemnity basis), liabilities, claims, actions, and demands, whether arising under statute, contract or at common law, which such investigations might have avoided or reduced and shall indemnify and save harmless the *Owner* from all risk which might make it more onerous and more expensive to fulfill or perform the *Work* than was contemplated or known when the *Contract* was signed, and for any and all liability, responsibility and obligations which the *Owner* may have to any third parties resulting from any failure to investigate.

6.4.7 If the finding made pursuant to paragraph 6.4.2 is that the subsurface or otherwise concealed physical conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, and if the said conditions were otherwise discoverable by the *Contractor* in the proper performance of its duties and obligations under the *Contract*, all costs and expenses resulting from any delay (excluding, for clarity, the direct cost of remediating the said conditions) in the completion of the *Work* that is caused, or contributed to, as a result of the said conditions, will be borne by the *Contractor*.

SC29 GC 6.5 DELAYS

SC29.1 Paragraph 6.5.1:

Delete the period at the end of paragraph 6.5.1, and substitute the following words:

“, but excluding any consequential, incidental, indirect or special damages including, without limitation, loss of profits, loss of opportunity or loss of productivity resulting from such delay.”

SC29.2 Paragraph 6.5.2:

Delete the period at the end of paragraph 6.5.2, and substitute the following words:

“, but excluding any consequential, incidental indirect or special damages including, without limitation, loss of profit, loss of opportunity or loss of productivity resulting from such delay.”

SC29.3 Paragraph 6.5.4:

Add the words “compensation for delay shall be paid to the Contractor, and no” after the word “No” at the beginning of paragraph 6.5.4.

SC29.4 Paragraph 6.5.6:

Add new paragraph 6.5.6 as follows:

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor*, any *Subcontractor* or *Supplier*, or anyone employed or engaged by them, directly or indirectly, or by any cause within the *Contractor's* control, the *Contractor* shall devote such additional resources and take all steps necessary, all at the *Contractor's* own cost and expense, to ensure that the dates for attaining *Substantial Performance of the Work* and *Total Performance of the Work* under the *Contract* as may have been amended in accordance with the provisions of Part 6 of the General Conditions – CHANGES IN THE WORK, are met. If the *Contractor* fails to attain *Substantial Performance of the Work* or *Total Performance of the Work* as aforesaid, the *Owner* shall be reimbursed by the *Contractor* for all reasonable costs, damages and expenses incurred by the *Owner* as the result of any such failure, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any sub consultants, project managers, or others employed or engaged by the *Owner*.

SC29.5 Paragraph 6.5.7:

Add new paragraph 6.5.7 as follows:

“6.5.7 The Contractor shall be responsible for the care, maintenance and protection of the work in the event of any suspension or delay in the performance of the work

SC29.6 Paragraph 6.5.8:

Add new paragraph 6.5.8 as follows:

6.5.8 If the Contractor is delayed in the execution of the work for any reason other than for which an extension is permitted under this Article, or if the Contractor fails to give Notice in Writing of a claim for extension under Paragraph 6.5.4, or if the Contractor does not perform the work substantially in accordance with the agreed progress schedule, the Contractor shall take whatever measures are necessary at his own expense to ensure the completion of the Work by the date stated in Article A-1, 1.3 of the Agreement.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

.2 Add new paragraph 6.6.7 as follows:

6.6.7 The Owner may make claims against the Contractor arising out of the costs incurred for additional services provided by the Consultant resulting from the Contractor’s failure to reasonably perform the Work in accordance with the terms and conditions of the Contract.

SC30 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

SC30.1 Add the words “**SUSPEND OR**” after the word “**WORK,**” in the first line of the heading for GC 7.1.

SC30.2 Paragraph 7.1.2:

Delete the words "to a substantial degree" in paragraph 7.1.2 and substitute the words "in a material way".

Add new paragraph 7.1.4.3:

7.1.4.3 If a lien is placed on the Owner’s property by the Contractor, its subcontractors, suppliers, related unions or employees of the Contractor, and such lien is not removed within thirty (30) days, the Contractor will be deemed in default of the contract and the Owner reserves the right to terminate the contract.

SC30.3 Paragraphs 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.11, 7.1.12, 7.1.13 and 7.1.14:

Add new paragraphs 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.11, 7.1.12, 7.1.13 and 7.1.14 as follows:

7.1.7 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 7.1.1 and 7.1.4, suspend performance of the *Work*, terminate the *Contractor's* right to continue with the *Work* or terminate the *Contract*, in whole or in part, by giving *Notice in Writing* to that effect to the *Contractor*. Such suspension or termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other. The *Owner's* entitlement to so terminate or suspend shall be absolute and unconditional and exercisable by the *Owner* in its sole discretion.

7.1.8 The *Contractor* upon receiving notice of suspension or termination from the *Owner* shall suspend all operations as soon as reasonably possible except for work which, in the *Contractor's* opinion, is necessary for the safety of personnel and for the care and preservation of the *Work*, the materials and plant. Subject to any directions in the notice of suspension or termination, the *Contractor* shall discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay

delivery of existing orders and, in the event of termination, to cancel existing orders on the best terms available.

7.1.9 During any period of suspension, the *Contractor* shall not remove from the site any part of the *Work*, or any *Product* or materials without the consent of the *Owner*.

7.1.10 If the *Work* should be suspended for a period of 60 consecutive calendar days or less, the *Contractor*, upon the expiration of the period of suspension, shall resume the performance of the *Work* in accordance with the *Contract Documents*. If the suspension was not due to an act or omission of the *Contractor*, the *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 DELAYS.

7.1.11 If after 60 consecutive calendar days from the date of notice of suspension of the *Work*, the *Owner* and the *Contractor* agree to continue with and complete the *Work*, the *Contractor* shall resume operations and complete the *Work* in accordance with any terms and conditions agreed upon by the *Owner* and the *Contractor*. Failing such an agreement, the provisions of paragraph 7.2.2 shall become applicable.

7.1.12 If the *Owner* terminates the *Contract* pursuant to paragraph 7.1.7, the *Contractor* shall only be entitled to receive payment for all work performed up to the date of termination as certified by the *Consultant* and the direct costs associated with the termination incurred by the *Contractor*, including the costs of the demobilization, losses sustained on *Products* and *Construction Equipment* and *Subcontractor* and sub-subcontractor cancellation costs (which costs shall not include loss of profit claims) reasonably incurred by the *Contractor*. The *Contractor* shall not be entitled to any additional reimbursement on account of the termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

7.1.13 In the case of either a termination of the *Contract* or a suspension of the *Work* under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall use its best commercial efforts to mitigate the financial consequences to the *Owner* arising out of the termination or suspension, as the case may be.

7.1.14 Upon the resumption of the *Work* following a suspension under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* will endeavour to minimize the delay and financial consequences arising out of the suspension.

SC31 GC7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC31.1 Paragraph 7.2.2:

Delete the words "20 Working Days" and substitute the words "60 consecutive calendar days" in the first line of paragraph 7.2.2.

SC31.2 Paragraph 7.2.3.1:

Delete subparagraph 7.2.3.1 in its entirety.

SC31.3 Paragraph 7.2.3.3:

Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3 as follows:

7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or

SC31.4 Paragraph 7.2.3.4:

Delete from subparagraph 7.2.3.4, the words:

", except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"

SC31.5 Paragraph 7.2.5:

Delete paragraph 7.2.5 in its entirety and substitute the following:

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed to the date of termination. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, and losses sustained on *Products* and *Construction Equipment*. The *Contractor* shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

SC31.6 Paragraph 7.2.6:

Add new paragraph 7.2.6 as follows:

7.2.6 The *Owner's* withholding of a progress payment, holdback payment or final payment due to the *Contractor's* failure to pay a *Subcontractor* or *Supplier*, to protect the *Owner's* interest in the event of the preservation of a lien or receipt of notice of lien, or otherwise pursuant to the terms of the *Contract*, shall not constitute a default under paragraph 7.2.3 which would permit the *Contractor* to stop the *Work* or terminate the *Contract*. In such circumstances, the *Contractor* shall continue with the *Work*.

SC31.7 Paragraph 7.2.7:

Add new paragraph 7.2.7 as follows:

7.2.7 If the *Contractor* stops the *Work* or terminates the *Contract* in accordance with this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall leave the *Place of the Work* and the *Work* in a secure condition.

SC32 GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION

SC32.1 Add new GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION as follows:

GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION

7.3 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 this Contract is terminated or the right of the Contractor to continue the Work is terminated, as provided in GC 7.1.1, 7.1.4 or 7.1.7, at the option of the Owner, any or all subcontracts as may be selected by the Owner shall, upon notice to the Contractor and the affected Subcontractors and Suppliers from the Owner, be assigned to the Owner, without any action being necessary from the Contractor and in order to ensure the rights of the Owner, the Contractor shall:

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

- a) this *Contract* is terminated; or
 - b) the right of the *Contractor* to continue the Work is terminated;
- as provided in GC 7.1.1, 7.1.4 or 7.1.7; and

.2 add the following wording to all subcontracts:

“The *Subcontractor* or *Supplier* acknowledges, and consents to the fact, that the *Contractor* has agreed that this subcontract shall be assigned to the *Owner* or its permitted successors or assigns under the *Contract* in the event that the *Contract* between the *Owner* and the *Contractor* is terminated or the right of the *Contractor* right to continue the *Work* under the *Contract* is terminated and the *Owner* gives notice to the *Contractor* and the *Subcontractor* or *Supplier* that it wishes to take an assignment of this subcontract *Notice of Assignment*. The *Subcontractor* or *Supplier* agrees with the *Contractor* and the *Owner* that:

a) until *Notice of Assignment* is received, the *Contractor* is the person entitled to receive the property, services and work to be delivered and performed under the subcontract and to exercise and enforce all of the rights, entitlements and benefits which may arise under the subcontract;

b) following receipt of a *Notice of Assignment*, the *Owner*, or its permitted successors or assigns under the *Contract*, shall be the person entitled to receive, enjoy and deal with the property, services and work to be delivered and provided under the subcontract and to enjoy, exercise and enforce all of the rights, entitlements, benefits, advantages, authorities, discretions, powers and remedies arising under the subcontract; and

c) the *Owner*, or its permitted successors or assigns under the *Contract*, shall only be responsible for obligations which accrue under the subcontract after the date of receipt of notice of assignment.”

SC33 GC 8.1 AUTHORITY OF THE CONSULTANT

SC33.1 Paragraph 8.1.3:

Delete last sentence of 8.1.3 and substitute the following sentence:

If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond the requirements of the *Contract Documents*, including costs resulting from interruption of the *Work*.

SC34 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

SC34.1 Paragraph 8.2.1:

Add the words “(the “Rules””, subject to amendments, if any, required by virtue of the applicability of the Municipal Arbitration Act, R.S.O. 1990, c. M.48,” after the words “CCDC 40” in the first line of paragraph 8.2.1.

SC34.2 Paragraph 8.2.4:

Add the words “subject to any amendments to the Rules made as described in paragraph 8.2.1”, after the words “CCDC 40” in the last line of paragraph 8.2.4.

SC34.3 Paragraph 8.2.6:

Delete paragraph 8.2.6 in its entirety and substitute the following:

8.2.6 By giving notice in writing to the other party, not later than 20 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules, subject to any amendments to the Rules made as described in paragraph 8.2.1. The arbitration shall be conducted pursuant to the Municipal Arbitration Act, R.S.O. 1990, c. M.48, as amended. Unless either party gives the notice contemplated by this paragraph 8.2.6, there shall be no arbitration of any such dispute.

SC34.4 Paragraph 8.2.7:

Amend paragraph 8.2.7 by changing the number “10” in line 1 to “20”.

SC34.5 Paragraph 8.2.9:

Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12, 8.2.13, and 8.2.14.

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:

- .1 a copy of the notice of arbitration
- .2 a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract; and
- .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration

- 8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
 - .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
 - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
 - .4 agrees to be bound by the arbitral award made in the arbitration.
- 8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may:
- .1 on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and;
 - .2 make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.
- 8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant;
- 8.2.14 In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

SC34.7 Paragraph 8.2.12:

Add a new paragraph 8.2.12 as follows:

8.2.12 Notwithstanding any other provision of this *Contract*, the provisions set out in paragraphs 8.2.1 and 8.2.3 to 8.2.10 shall only apply if the parties agree in writing to submit a dispute to all, or any part of, those alternate dispute resolution procedures. If the parties do not agree as aforesaid, the Courts shall have exclusive jurisdiction to determine any dispute relating to the *Work* or to the *Contract*.

SC35 GC 8.3 RETENTION OF RIGHTS

SC35.1 Paragraph 8.3.3:

Add a new paragraph 8.3.3 as follows:

8.3.3 If the *Owner* gives the notice in writing described in paragraph 8.2.6 to have a dispute resolved by arbitration, the *Contractor* agrees that this paragraph 8.3.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute as otherwise resolved between the parties. In no event shall the *Contractor* be deprived of its right to enforce its lien

against the *Project* should the *Owner* fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Nothing in this subparagraph 8.3.2.2 shall prevent the *Contractor* from taking the steps required by the *Construction Lien Act* to preserve, perfect or otherwise prevent the expiry of a lien to which it may be entitled.

SC36 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC36.1 Paragraph 9.1.1.1:

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1 as follows:

9.1.1.1 Errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1.

SC36.2 Paragraph 9.1.2:

Delete paragraph 9.1.2 in its entirety and substitute new paragraph 9.1.2 as follows:

9.1.2 Before commencing any *Work*, the *Contractor* shall determine the location of all underground utilities and structures indicated in or inferable from the *Contract Documents*, or that are reasonably apparent or inferable from an inspection of the *Place of the Work* by a contractor exercising the degree of care and skill described in paragraph 3.14.1.

SC36.3 Paragraph 9.1.5:

Add new paragraph 9.1.5 as follows:

9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*.

SC36.4 Paragraph 9.1.6:

Add new paragraph 9.1.6 as follows:

9.1.6 The *Contractor* shall be responsible for securing the *Place of the Work* at all times and shall take all reasonable precautions necessary to protect the *Place of the Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours.

SC37 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC37.1 Paragraph 9.2.5.5:

Add new subparagraph 9.2.5.5 as follows:

9.2.5.5 Take all reasonable steps to mitigate the impact on *Contract Time* and *Contract Price* and any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.

Add to paragraph 9.2.6 after the word "responsible", the following new words:

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

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

Add to paragraph 9.2.8 after the word "responsible", the following new words:

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

SC37.2 Paragraph 9.2.8.3:

Add the words "and as a result of the delay" before the semicolon at the end of subparagraph 9.2.8.3:

SC38 GC 9.4 CONSTRUCTION SAFETY

SC38.1 Paragraph 9.4.1:

Delete the words "Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the" and substitute the word "The" at the beginning of paragraph 9.4.1.

SC38.2 Paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7 and 9.4.8:

Add new paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7 and 9.4.8 as follows:

9.4.2 The *Contractor* shall assume the role of contractor, constructor, prime contractor, or principal contractor as may apply in accordance with applicable Occupational Health and Safety Legislation at the *Place of the Work* and provide to the *Owner* copies of the related Health and Safety notices and documents.

9.4.3 The *Contractor* represents and warrants that it is familiar with the obligations imposed on an "employer" as defined in the *Occupational Health and Safety Act (Ontario)*, and that it has in place a health and safety program to ensure the health and safety of all workers for which it has responsibility under the said *Act*.

9.4.4 The *Contractor* shall comply in all respects with the requirements of the *Occupational Health and Safety Act (Ontario)* and its own health and safety program to take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under the said *Act*. The *Contractor* shall maintain and strictly enforce its health and safety program. The *Contractor* shall also provide such information within such timeframes as may be required in order to allow the *Owner* to fulfill its obligations pursuant to the *Occupational Health and Safety Act*

(Ontario), including, without limitation, the obligation to notify the Director under such Act in the event of an accident causing personal injury.

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

- .1 copies of the *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;
- .2 documentation setting out the *Contractor's* in-house safety programs;
- .3 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "constructor" under the *Occupational Health and Safety Act*.

9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* or any of its *Subcontractors* under the *Occupational Health and Safety Act*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special or other damages.

9.4.7 In the event of an emergency threatening health, life or property, the *Contractor* shall take such action as may be necessary to save lives and protect persons from injury, and done to protect and preserve the property. The *Contractor* shall notify the *Owner* and the *Consultant* of such emergency as promptly as is practical under the circumstances.

9.4.8 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the *Contractor* with respect to occupational health and safety and related matters.

SC39 GC 9.5 MOULD

Paragraph 9.5.3:

Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.

SC39.1 Paragraph 9.5.2.3:

Add the words "and as a result of the delay" before the period at the end of subparagraph 9.5.2.3.

SC40 GC 10.1 TAXES AND DUTIES

Add the following to paragraph 10.1.2:

- .1 The Contractor must provide a detailed breakdown of additional taxes if requested by the Owner in a form satisfactory to the Owner.

.2 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 and duties.

SC40.1 Paragraph 10.1.3:

Add new paragraph 10.1.3 as follows:

10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.

SC40.2 Paragraph 10.1.4:

Add new paragraph 10.1.4 as follows:

10.1.4 The *Contractor* shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and *Value Added Taxes* paid.

SC40.3 Paragraph 10.1.5:

Add new paragraph 10.1.5 as follows:

10.1.5 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or *Value Added Tax*, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the *Owner*.

SC40.4 Paragraph 10.1.6:

Add new paragraph 10.1.6 as follows:

10.1.6 The *Contractor* agrees to cooperate with the *Owner* and to obtain from all *Subcontractors* and *Suppliers* cooperation with the *Owner* in the application for any rebates, incentives or refund or exemption of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such rebates, incentives, refund or exemption and providing to the *Owner* copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications. All such rebates, incentives or refunds shall either be paid to the *Owner*, or shall be a credit to the *Owner* against the *Contract Price*, in the *Owner's* discretion.

SC40.5 Paragraph 10.1.7:

Add new paragraph 10.1.7 as follows:

10.1.7 Customs duties, penalties, or any other penalty, fine or assessment levied against the *Contractor* shall not be treated as a tax or customs duty for purposes of this GC10.1.

SC41 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC41.1 Paragraph 10.2.4:

Delete the words “or codes” and substitute the words “codes, and industry best practices and guidelines” after the word “regulations,” in the first line of paragraph 10.2.4.

Add the words “to the environment,” after the words “relate to the *Work*,” in the second line of paragraph 10.2.4.

Add the words “The *Contractor* shall provide the *Owner* with copies of all such required notices and related health and safety documents.” at the end of paragraph 10.2.4.

Add the following to the end of paragraph 10.2.4:

The *Contractor* shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The *Contractor* shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern.

SC41.2 Paragraph 10.2.5:

Delete the word “The” from the first line of paragraph 10.2.5, and substitute the words “Subject to paragraph 3.4.1, the”.

Add the following before the period at the end of the second sentence of paragraph 10.2.5:

and no further work on the affected components of the *Contract* shall proceed until these changes to the *Contract Documents* have been obtained by the *Contractor* from the *Consultant*.

SC42 GC 10.4 WORKERS’ COMPENSATION

SC42.1 Add the words “again with each application for progress payment, and” after the word “*Work*”, in the first line of subparagraph 10.4.1.

SC42.2 Paragraph 10.4.2:

Add the following to the beginning of paragraph 10.4.2:

The *Contractor* shall ensure that each *Subcontractor* complies with the workers’ compensation legislation at the *Place of the Work*.

SC42.3 Paragraph 10.4.3:

Add new paragraph 10.4.3 as follows:

10.4.3 Where a *Subcontractor* is not required to participate in the insurance plan provided for under the workers’ compensation legislation, the *Contractor* shall require the *Subcontractor* to provide a sworn declaration of its exemption as a condition of the *Subcontractor’s* admission to the *Place of Work*. When requested by the *Owner*,

the *Contractor* shall require the *Subcontractor* to provide a letter of exemption under the workers' compensation legislation.

SC43 GC 11.1 INSURANCE

SC43.1 Paragraph 11.1.1.4:

Add the words "All Risk" ahead of the words "property insurance" in the first sentence and in the third sentence of subparagraph 11.1.1.4.

SC43.2 Paragraph 11.1.1.6(4):

Add new subparagraph 11.1.1.6(4) as follows:

11.1.1.6.(4) If any loss occurs involving damage to property in an amount greater than \$25,000, bodily injury to any person, or damage to any existing structure, the *Contractor* shall, in addition to the other requirements set out herein, immediately provide a detailed written report to the *Owner*.

SC43.3 Paragraph 11.1.2:

Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2 as follows:

11.1.2 General liability insurance as required in 11.1.1.1 shall include, but not be limited to, contractual liability, non-owned automobile liability, owner's and contractor's protective coverage, employer's liability, severability of interest and cross liability provisions, and each of the policies of insurance shall also contain a provision requiring not less than 30 calendar days' written notice to the *Owner* by registered mail prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

SC43.4 Paragraph 11.1.5:

Add the following to the end of paragraph 11.1.5:

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. The *Owner*, where it is an additional insured, will only accept insurance policies and/or certificates from issuing institutions that have the following minimum ratings:

Standard & Poor's	minimum rating of BBB
Moody's	minimum rating of Baa
A. M. Best	minimum rating of B+

SC43.5 Paragraph 11.1.9:

Add new paragraph 11.1.9 as follows:

11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is deleted and replaced with the following: "including flood and earthquake endorsements or their equivalent

replacement, and including coverage for boiler and machinery testing and commissioning; property and off-site coverage, with limits acceptable to the *Owner*.

SC43.6 Paragraph 11.1.10:

Add new subparagraph 11.1.10 as follows:

11.1.10 The words "All Risk" are added before the words "property insurance" in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4.

SC43.7 Paragraph 11.1.11:

Add new subparagraph 11.1.11 as follows:

11.1.11 Add the following sentence to the end of Section 4 in CCDC 41 - INSURANCE REQUIREMENTS – “This coverage shall include Business Interruption insurance including Delay/Start-Up and additional costs.”

SC43.8 Paragraph 11.1.12:

Add new subparagraph 11.1.12 as follows:

11.1.12 Add the following sentence to the end of Section 5 in CCDC 41 - INSURANCE REQUIREMENTS – “Boiler and Machinery Insurance to include testing and commissioning coverage.”

SC44 GC 11.2 CONTRACT SECURITY

SC44.1 Paragraph 11.2.1:

Delete paragraph 11.2.1 in its entirety and substitute new paragraph 11.2.1 as follows:

11.2.1 - The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner*:

.1 a performance bond, in the form and the amount set out in the bid documents, covering the performance of the Contract, including the Contractor's requirements with respect to the correction of deficiencies and the fulfillment of all warranties; and

.2 a labour and material payment bond, in the form and the amount set out in the bid documents, covering payment for labour, Products, or both.

SC44.2 Paragraph 11.2.2:

Delete paragraph 11.2.2 in its entirety and substitute new paragraph 11.2.2:

11.2.2 - The bonds referred to in paragraph 11.2.1 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*.

SC44.3 Paragraph 11.2.3:

Add new paragraph 11.2.3:

11.2.3 - If approved changes pursuant to the *Contract* result in approved increase or cumulative increases to the *Contract Price* the *Contractor* shall, if requested in writing to do so by the *Owner*, promptly acquire additional bonding at the *Owner's* expense. Where additional bonding premiums are paid by the *Owner*, the *Contractor* shall promptly submit written confirmation that the premiums were paid to the surety and promptly provide the *Owner* with the original revised performance bond(s).

SC45 GC 12.1 INDEMNIFICATION

Add new clause 12.1.1.3.

12.1.1.3. The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

SC45.1 Paragraph 12.1.2.4:

Add a new subparagraph 12.1.2.4 as follows:

12.1.2.4 - The *Contractor* agrees that the *Owner* shall not be liable for any injury, death or damage to any employees, officers or agents of the *Contractor* unless the injury, death or damage is caused by the negligence or wilful misconduct of an officer or employee of the *Owner* while acting within the scope of their employment.

SC45.2 Paragraphs 12.1.7, 12.1.8 and 12.1.9:

Add new paragraphs 12.1.7, 12.1.8 and 12.1.9 as follows:

12.1.7 - Notwithstanding any other term or condition of this *Contract*, the *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, actions, suits or proceedings by any of the employees of the *Contractor*, or *Subcontractors* or sub-subcontractors arising from the *Contractor's* failure to maintain worker's compensation insurance required by the *Contract Documents*. This indemnity shall survive the completion of the *Work* or the termination for any reason of the *Contract*.

12.1.8 - Notwithstanding anything contained in the *Contract Documents* to the contrary, the *Owner* shall have the right to set-off the amount of any claims for which *Notice in Writing* has been given by the *Owner* to the *Contractor* in accordance with GC 6.6 CLAIMS FOR A CHANGE TO CONTRACT PRICE or GC 12.1

INDEMNIFICATION against any amounts which may be otherwise owing or payable to the *Contractor* pursuant to the terms of the *Contract*.

12.1.9 - Notwithstanding anything contained in the *Contract Documents* to the contrary, except to the extent such loss is paid by insurance, neither party shall be liable for any consequential, indirect, special or incidental damages of any kind or nature no matter how arising, including in contract, tort (including negligence), warranty, strict liability or any other theory of liability at law or in equity.

SC46 GC 12.2 WAIVER OF CLAIMS

SC46.1 Paragraph 12.2.2:

Delete the reference to "395 calendar days" in the last line of paragraph 12.2.2 and substitute "120 calendar days".

SC46.2 Paragraph 12.2.3.4:

Delete the last sentence of subparagraph 12.2.3.4 and substitute the following:

"Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds:

- .1 if the *Contract Price* is \$2 million or less, the sum of \$50,000, before *Value Added Taxes*;
- .2 if the *Contract Price* exceeds \$2 million, the sum of \$100,000, before *Value Added Taxes*;

but, in any event, a defect or deficiency in the *Work* which affects the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents* shall be deemed to be a "substantial defect or deficiency" regardless of the cost of repair.

SC46.3 Paragraph 12.2.5:

Add the words ",12.2.3.4" immediately after the reference to paragraph 12.2.3.3 in paragraph 12.2.5.

SC47 GC 12.3 WARRANTY

SC47.1 Paragraph 12.3.1:

Delete the words "one year" from the first line and replace with "two years" in paragraph 12.3.1.

Add the following to the end of paragraph 12.3.1:

Where the *Contractor* has been permitted to make use of permanent equipment or systems, as provided in GC 13.5, prior to the issuance of the Certificate of Substantial Performance of the *Work*, such permanent equipment or system shall be subject to the same warranty as described in this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the *Contractor*, except for normal commissioning and start up activities, prior to the date of *Substantial Performance of the Work*.

SC47.2 Paragraph 12.3.2:

Delete the word "The" from the first line of paragraph 12.3.2 and substitute the words: "Subject to paragraph 3.4.1, the...".

Add the following to GC 12.3.3:

"The term "defect" shall not be construed as embracing such imperfections as would naturally follow misuse, failure to perform recommended maintenance, accident, or the wear and tear of normal use. Generally, any manufactured item or material, which when used as directed, must be capable of such use for the duration of the specified warranty period. Failure to comply with this requirement shall be considered as being a "defect". The costs of investigations, tests, repairs and/or replacement and the making good of any resulting damage shall be borne by the Contractor. The Contractor shall be responsible to see that all required work is performed without undue delay. 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. The Owner shall give notice of observed defects promptly. Additional charges for overtime work in this regard must be borne by the Contractor. Prior to the expiry of the Warranty Period the Owner reserves the right to carry out a detailed and exhaustive inspection of the building with regard to all work carried out under the terms of this contract and the Contractor shall be required to make good the defective or unsatisfactory materials and/or workmanship observed."

SC47.3 Paragraph 12.3.5:

Add the following to the end of paragraph 12.3.5:

The carrying out of the replacement work and making good of defects shall be executed at such times as are convenient with the *Owner* which may entail overtime work on the part of the *Contractor*. Additional charges for overtime work in this regard shall be borne by the *Contractor*.

SC47.4 Paragraph 12.3.7:

Add a new paragraphs 12.3.7, 12.3.8, 12.3.9, 12.3.10 and 12.3.11 as follows:

12.3.7 The *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for work, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the *Owner* under the *Contract Documents*. Until the expiry of the relevant warranty periods enforceable against the *Contractor*, the *Owner* shall have in its custody all warranties, guarantees and other obligations to third parties respecting the *Work*."

12.3.8 If extended warranties in excess of one year are required elsewhere in the *Contract Documents*, the provision of this article shall also apply for such extended periods.

12.3.9 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.

12.3.10 The Contractor shall make good in a permanent manner, satisfactory to the Owner, any and all damage to the work both during construction and during the period of warranty as aforesaid. The Contractor shall commence repairs on any work identified as defective within 48 hours or receipt of notice from the Owner or the Consultant.

12.3.11 The decision of the Owner and Consultant shall be final as to the necessity for repairs or for work to be done under this Section.

SC48 PART 13 OTHER PROVISIONS

SC48.1 Add new PART 13 OTHER PROVISIONS as follows:

PART 13 OTHER PROVISIONS

GC 13.1 OWNERSHIP OF MATERIALS

13.1.1 - All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

13.2.1 – The *Contractor* shall cause any and all construction liens and certificates of action relating to the *Work* registered or preserved by any *Subcontractor*, sub-subcontractor, *Supplier*, *Contractor's* employees, or any other party to whom the *Contractor* is or may be responsible at law, to be discharged or vacated by the *Contractor* with seven *Working Days* of the date of registration or preservation, all at the *Contractor's* sole expense. The *Contractor* shall not be entitled to receive any payment from the *Owner* until all such claims for lien and certificates of action have been vacated or discharged.

13.2.2 - The *Contractor* shall cause any and all written notices of lien relating to the *Work* given to any person, including, but not limited to, the *Owner* by any *Subcontractor*, sub-subcontractor, *Supplier*, *Contractor's* employees, or any party to whom the *Contractor* is or may be responsible at law, to be withdrawn, and the *Contractor* shall do so within seven *Working Days* of the written notice of lien having been given, all at the *Contractor's* sole expense.

13.2.3 - If the *Contractor* fails to discharge or vacate any such lien or certificate of action, or to have any such written notice of lien withdrawn, then the *Owner* may, at its sole option, do so and set off and deduct from any amount owing to the *Contractor*, all costs and expenses of so doing, and of defending any related action, including without limitation, the costs of borrowing the appropriate cash, letter of credit or bond as security, and legal fees and disbursements on a full indemnity basis. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and expenses of so doing.

GC 13.3 PROJECT RECORDS

13.3.1 -The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, daily reports, daily logs, documents, computer printouts, electronic information, books, plans, *Drawings*, Specifications, accounts or other information relating to the *Work*) in its office in Ontario in accordance with requirements of law, but in any event for not less than 6 years from *Substantial Performance of the Work* or until all claims have been settled. The records shall include detailed records of all actions taken by the *Contractor* related to security and health and safety legislation in the *Place of the Work*. During this time, the *Contractor* shall allow the *Owner* access to the *Project* records during normal business hours upon the giving of reasonable notice. The *Contractor* shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the *Subcontractors* and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC 13.5 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

13.5.1 - With the prior written approval of the *Owner*, the *Contractor* may make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the *Work* for the purpose of providing heat or power to the *Project* during the final stages of construction. In such event, before making its written application for *Substantial Performance of the Work*, and again, immediately prior to final takeover by the *Owner* of such systems and equipment, the *Contractor* shall clean and make good, to the satisfaction of the *Consultant*, such systems and equipment as it had been permitted to use. The *Contractor* shall pay any and all costs associated with such use, cleaning and making good.

END OF DOCUMENT III

1. BACKGROUND

The City of Vaughan is seeking an interested and qualified general contractor to demolish and reconstruct the infrastructure at the Father Ermanno Bulfon Arena Rink.

The infrastructure replacement to be installed at the Father Ermanno Bulfon Rink is as follows (but is not limited to):

- Secondary Refrigerant Headers & Trench
- Arena Floor Upgrades
- Boards and Glass

The upgrades shall be fully functional systems, complete with all requisite equipment labels, piping, isolation valves, structural components, hangers, brackets, penetrations, fire-stopping, and reconnection of all pipe take-offs.

2. SCOPE OF WORK

The following scope identifies the intent of the Contract and defines work to be performed.

All work to be constructed by the Contractor in accordance with the bid document and applicable Codes and Standards and be of high quality and workmanship.

The Contractor includes all labour, equipment and materials to complete the entire project called for or implied by the drawings and specifications together with all necessary incidentals.

The City of Vaughan will:

- Apply for the Building Permit
- Complete all material testing, Geotechnical investigation as required.

The Contractor to apply for and obtain from all municipal and regulatory agencies including, but not limited to the following: M.C.C.T, M.O.L, O.S.H.A., Enbridge Gas, Alectra Utilities... etc.

2.1 Objective

The objectives of this project encompass the following:

- i. Integrate all upgrades at Father Ermanno Bulfon CC Rink with existing infrastructure and equipment at the site.
- ii. Perform quality work using only certified refrigeration mechanics, or apprentices under the direct supervision of CRM's.
- iii. Execute work using the most effective use of time and resources
- iv. Minimize disruption of arena operation, and co-ordinate any required service disruption with the city and the owner's consultant.

The successful Bidder for this project shall provide two (2) year warranty on all installed components following owner acceptance of the substantial completion.

2.2 Description of Work

i. General

- 1) All work of this contract shall be coordinated and provided by the Contractor.
- 2) The work of this contract shall be as required within all sections of this Bid and the attached drawing 16-027 M603 V1.0.
- 3) The Contractor shall supply all materials, labour, and equipment required to complete all work and provide all fully functional deliverables for the Father Ermanno Bulfon CC Rink Upgrade.

ii. Definitions

- 1) Father Ermanno Bulfon CC Rink Upgrade: The total replacement of rink floor infrastructure, providing fully operational and functional components, including structural components and all associated requisite materials. Components include (but is not limited to):

- The arena floor upgrades
- The secondary refrigerant headers and trench
- The arena boards & 5 ft. acrylic glazing

Demolition and removal of the following equipment is also required (but is not limited to):

- The existing rink floor
- The existing refrigerant headers and trench
- The existing boards & fence

- 2) The work: Refers to the provision of all labour, materials, tools, equipment, testing, commissioning, training services, transportation, shipping, handling, administration, supervisions, managements, insurance, temporary protection, cleaning, cutting and patching, warranties, services, and items, even though these may not be specifically mentioned in this document which are required for the complete, fully functional and commissioning upgrades at this facility.

iii. Records Documentation

- 1) The Contractor shall provide three (3) paper copies and one (1) electronic copy (on a USB Memory Stick) of operating and maintenance manuals for all installed equipment pertaining to this contract, including as-built drawings.
- 2) After completion of all tests and adjustments the Contractor shall provide a copy of all as-built information and product data.
- 3) On-Site Documents
Maintain at job site, one copy each of the following (but is not limited to):
 - a. Contract drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Reviewed shop drawings.
 - e. List of outstanding shop drawings.
 - f. Change orders.
 - g. Other modifications to Contract.

- h. Field test reports.
 - i. Copy of approved Work schedule.
 - j. Health and Safety Plan and other Safety related documents.
 - k. Manufacturers' installation and application instructions.
 - l. Labour conditions and wage schedules.
 - m. Other documents as specified.
- 4) Manual shall be bound in three (3) ring binders and contain, as a minimum, the following:
- a. System operation and maintenance instructions, troubleshooting guidelines and operating log.
 - b. Safety bulletins and material safety data sheets.
 - c. Reviewed and approved (stamped) shop drawings
 - d. Completed and approved Application for water connection form (As Required). The Contractor to comply with all local and provincial backflow prevention requirements, where applicable.
 - e. Approvals by all Authorities having jurisdiction including but not limited to: Service Ontario, City of Vaughan Engineering Services
 - f. Equipment operation and maintenance instructions
- 5) As-built drawings must each be stamped by a professional engineer licensed in the Province of Ontario and shall contain, as a minimum, the following:
- a. All architectural and structural renovation plans.
- 6) The Contractor shall submit a list of all shop drawings with submittal dates within 30 days of the contract award.
- a. Submittals shall be in defined packages. Each package shall be complete and shall only reference itself and previously submitted packages. The packages shall be as approved by the Project Engineer for Contract compliance.
 - b. Allow 15 working days for the review of each package by the Project Engineer in the scheduling of the total project.
 - c. Equipment and systems requiring approval of local authorities must comply with such regulations and be approved. Filing shall be at the expense of the Contractor where filing is necessary. Provide a copy of all related correspondence and permits to the Owner.
 - d. Prepare an index of all submittals and shop drawings for the installation. Index shall include a shop drawing identification number, Contract Documents reference and item description.
 - e. The Contractor shall correct any errors or omissions noted in the first review.
- 7) For the arena floor, the Contractor must, at a minimum submit the following:
- a. Concrete reinforcement plan, including detailed design of pipe-chairs.
 - b. Pre-build concrete test results including a minimum of:

- I. Three (3) Slump tests, within the standard deviation, and meeting specification.
 - II. Three (3) air content tests which are within the specified standard deviation and meet the specification.
 - III. Three (3) 28 day compression & flexure tests which meet specifications.
 - IV. Three (3) 56-day chloride penetration tests which meet specification.
 - V. Three (3) mineral aggregate gradation analyses which meet the specification.
- 8) Detailed Bill of Material list, identifying quantities, part numbers, descriptions, and optional features.

iv. References

All work shall conform to the following Codes and Standards, as applicable:

- 1) Canadian Electric Code (CEC) and applicable local Electric Code.
- 2) Underwriters Laboratories (UL) listing and labels.
- 3) American National Standards Institute (ANSI).
- 4) Occupational Safety and Health Administration (OSHA).
- 5) American Society for Testing and Materials (ASTM).
- 6) Ontario Building Code (OBC)
- 7) Fire Code
- 8) Ontario Gas Code
- 9) ESA and TSSA regulations

In the case of conflicts or discrepancies, the more stringent regulation shall apply.

All work shall meet the approval of the Authorities Having Jurisdiction at the project site.

v. Commissioning

- 1) Upon completion of the work, the Contractor shall ensure all components are installed properly.
- 2) An initial equipment check shall occur three (3) days prior to start up to ensure functionality of all components. Prior to this check, all equipment shall be visually inspected.
- 3) The Contractor shall be immediately available in the hours following start up to provide start up services and to rectify issues immediately as they arise.

vi. Drawings Package

- 1) A drawings package has been issued with this Bid and is referred to Document VIII, Appendices, Drawing – 16-027 M603 V1.0.
- 2) In the event of discrepancy between the drawings package and this Bid document, the Bid document shall prevail. Any discrepancies between the drawing and Bid shall be provided by the Bidder, by e-mail, to the Procurement Department, per instructions on Document I – Instructions to Bidder, Item 8 – Clarifications and Inquiries. All requests for approval on "equivalent equipment" to be used for bidding purposes must also be received, by e-mail, to the

Procurement Department, per instructions on Document I – Instructions to Bidder, Item 8 – Clarifications and Inquiries.

vii. Father Ermanno Bulfon Rink Floor Upgrades

Note: where “Standard of Acceptance” is used, the Contractor must confirm with the owner’s engineer for approval of equivalent equipment.

1) Secondary Refrigerant Headers & Trench

The Contractor shall safely remove and store the full cold brine charge. The brine (22% CaCl₂) shall be re-installed in the system upon completion. The Contractor shall test the brine while it is out of the arena floor, and shall adjust treatment levels to ensure that the brine is optimal when re-introduced into the system.

The Contractor shall remove and dispose of existing cold brine headers and stands within the existing trench. Removal of the trench covers, clearing and cleaning of all debris present in the trenches shall be completed by the Contractor.

The Contractor shall convert the existing header trench into a winged header trench.

1.1 Supply & Return Header Piping

The secondary refrigerant headers shall be located in a winged trench located at the end of the rink closest to the refrigeration room. The overall size and the dimensions of the header trench shall be in accordance with drawing 16-027 M603 V1.0. The recommended header & header trench dimensions to be supplied and installed are summarized in the following table:

Header & Header Trench Dimensions		
Dimension	Value	Unit
Trench Depth	36	inch
Trench Width	36	Inch
Cold Brine Header Diameter	8	inch

Total Pipe Length: up to manual isolation valves to be installed within the existing refrigeration room, before the chiller (length to be confirmed by the Contractor)

Total Connections: 260

Connection Size: 1 ¼”

The Contractor shall furnish, supply, and install all fittings required in the brine piping including (but not limited to) reducers, tees, elbows, wye’s, and valves. The Contractor shall connect all cold floor connections, and install pipe clamps connecting them to the headers (2 clamps per connection).

The trench shall be of sufficient depth to conceal the brine headers below the 5 inch nominal depth of the arena floor, and maintain the tie-down bases at a minimum 16 inch depth.

The cold brine headers shall rest on an angle steel channel base, channels shall be a minimum 12 inch section width, with a sufficient leg height to ensure that the top of the brine headers are no farther than 5.5 inch from the surface. The support length shall be no less than 22.5 inch, or the maximum width of the trench, whichever is greater.

The cold brine headers shall be constructed of 8 inch schedule 40 ASTM A53 Grade A or B ERW or seamless pipe, buried in the header trench. Schedule 80 black iron weldable nipples shall be affixed to the headers on 8 inch centres.

- a. Secondary refrigerant piping shall be 1-1/4 inch sized lines, and they shall be connected to the headers at the welded nipples, affixed with 2 stainless steel gear clamps. The Contractor shall ensure that the connections are tight-fitting and free of leaks.
- b. Cold brine piping shall be fitted with a 180-degree 1-1/4 inch polyethylene U-bend which connects the supply line with the associated return line. The bends shall have serrated ends to ensure a good seal, and they shall be fitted with two clamps per connection.
- c. The headers shall be painted with a rust-primer prior to installation.
- d. Each header shall have two 1/2 inch drain ball-valves, one located at each end. Additionally each header shall be equipped with two 1/2 inch purge ball-valves, one at each end.
- e. The cold brine headers shall be painted with corrosion resistant paint, and the header section nearest the ice sheet (where the connections are) shall remain uninsulated. All other cold brine piping (that is not in the trench), shall be insulated with a minimum 2" insulation (cut strand mat or equivalent), with fibreglass-reinforced polymer jacketing.
- f. The cold brine headers shall run back into the existing refrigeration room. Two new manual isolation valves shall be installed on the headers within the refrigeration room, such that the normally open valves can be closed to allow for chiller maintenance or replacement.

1.2 Header Trench Covers

The Contractor is to provide header trench covers made of a galvanized steel assembly which meets the following requirements:

- a. Spans the area of the header trench and is level with the ground.
- b. Allows for adequate drainage.
- c. Is comprised of sections which are approximately 250 lbs, and require a multi-person lift to remove.

- d. The placement of appropriately sized lifting holes to facilitate removal of covers is required.
- e. Header trench cover may be galvanized steel checker plate.
- f. A rubberized rock guard coating is to be applied to the final trench cover assembly.
- g. Effectiveness of lifting holes must not be compromised by the rubberized coating.

1.3 Insulation

The contractor shall insulate the underside of the header trench covers. It must be rated for outside use, meet all fire code requirements, and shall be fixed in place. Insulation blanket shall be used on back side of header piping.

Standard of Acceptance: High-density extruded polystyrene insulation & Blanket Style Insulation

Exact configuration of the floor grating, submittal drawings and, verification of compliance to be provided by a 3rd party structural engineer, licensed to practice in the Province of Ontario

2) Arena Floor Upgrades

The arena floor system shall consist of concrete, steel reinforcement, pipe chairs, PVC piping, insulation, vapour barrier, well graded sand, and granular sub-base material. All layers shall be of significant structural integrity to withstand all live loads applied from the top surface, as well as hydraulic expansion forces from the bottom.

2.1 Granular Sub-Base

1. The Contractor's personnel shall visually inspect the granular sub-base. If the Contractor's personnel find the layer to be of sufficient quality then work shall proceed on the construction of the floor and the Contractor will complete and submit section 1 of the 'Sub-Base Acceptance Form' in Document V.
2. If at the sole discretion of the client, the testing or modification of the sub-base may be waived and construction may proceed. The client, client's representative, and the Contractor shall complete section 2 of the 'Sub-Base Acceptance Form' in Document V.
3. If the granular sub-base is found to not be in compliance with ASTM D-1241 the Contractor shall consult with the owner and the owner's representative concerning the replacement of the sub-base layer. If necessary, the Contractor will employ an Excavation and Earthwork sub-contractor to complete this work, at an additional cost, at the option of the owner. All interested parties (Contractor, Consultant, and Owner) shall agree to and certify a memorandum of understanding for the chosen course of action.

2.2 Under-Slab Sand Layer

1. Sand quality shall be visually inspected by Contractor personnel. If the sand appears to be of acceptable quality the Contractor will accept the material as good quality and submit the 'Sand Layer Acceptance Form' in Document V.
2. If the Contractor's personnel find the sand of insufficient quality, the Contractor shall submit samples to a soil testing lab. If the sand meets ASTM D1241 requirements for "Well Graded Sand" (i.e. <5% fines, <15 % Gravel). The Contractor shall accept the material.
3. If the material is not found to be of sufficient quality the Contractor shall not accept the material, and shall request new material from the same supplier, or a different supplier, at no additional cost to the client.
4. The sand shall be compacted and leveled. The surface of the sand shall be leveled to within 1/2 inch highest point to lowest across the floor.

2.3 Insulation Layer

1. The arena floor shall be constructed with a thermal insulation layer between the sand 'under-floor' layer and the concrete 'cold-floor' layer as identified on drawing 16-027 M603 V1.0.
2. The insulation layer shall be separated from the sand layer using a layer of 10 MIL vapour barrier. If the vapour barrier material used has a single-layer thickness of less than 10mil, the material shall be layered in sufficient plies to meet the specification, at no additional cost to the client.
3. The layer shall be a minimum of thickness of 4 inches of high-density extruded polystyrene insulation. The insulation material shall overlap at the seams, and the placement of the insulation shall be 'staggered' as shown in drawing 16-027 M603 V1.0 to minimize moisture effects, and improve layer stability.
4. The selected insulation material shall have a nominal compressive strength rating of no less than 30 psi.

2.4 Concrete Slab Layer

1. The construction & dimension of the concrete slab shall comply with these specifications and drawing 16-027 M603 V1.0. The rink floor shall be the same size as the existing rink with dimensions as summarized in the following table. All dimensions are to be confirmed by the Contractor on site.

Ice Surface Dimensions

Dimension	Value	Unit
Pad Length	180	Linear Feet
Pad Width	80	Linear Feet
Corner Radius	28	Linear Feet
Surface Area	13,900	Square Feet
Slab Thickness	5	Inch
Slab Volume	215	Cubic Yards

2. The pipe chairs shall be constructed of minimum 10M galvanized rebar. The design of the pipe chairs shall comply with drawing 16-027 M603 V1.0, or an approved alternate. The construction of the pipe chairs shall comply with WRI Manual of Best Practices for concrete reinforcement.
 - i. The minimum yield stress of the pipe chair material shall be 43.5 ksi
 - ii. The minimum ultimate stress of the pipe chair material shall be 60 ksi
3. The pipe chairs shall be bridged with Continuous Lateral Bracing (CLB) welded at the joints specified in drawing 16-027 M603 V1.0. The bracing material shall be at minimum 10M galvanized rebar.
4. Top-chord reinforcement of pipe chairs as identified on 16-027 M603 V1.0 shall be constructed of wire-mesh reinforcement of size 1 (5mm wire diameter, 200mm x 200mm grid). The minimum yield strength of the wire mesh shall be 67 ksi.
5. The layer shall be filled with plasticizing Portland concrete filler compliant with these specifications and subject to all requirements of CSA A23.1. The concrete to be used is classified as type C-1 under CSA A23.1, chloride-exposed, structurally reinforced, exposed to freeze-thaw conditions. The concrete shall comply to the following material property specification:

Concrete Material Properties

Material Property	Value	Unit	Note
Chloride Penetration	1500	Coulombs	56 – Days after mixing
Compressive Strength	4000	psi	28 – Days after pouring
Flexural Strength	400	psi	28 – Days after pouring
Air Content	8%	By-Volume	At Deposition
Slump Range	4 – 5	inches	At Deposition
Max. Aggregate Size	10	mm	-

6. The concrete supplier shall be no more than a 120 minute transport distance from the job-site. If the vendor is outside of this distance, the concrete supplier is to carry the cost of set-retarders under the direction of a concrete engineer. This may only be considered acceptable if the supplier demonstrates that all mechanical requirements are still met.

7. The concrete floor shall be constructed to have a smooth finish, and the maximum surface deviation shall be 1/4 inch from the highest to the lowest point. Surface slope of the concrete shall not exceed 2% (0.4°).
 - i. If the project engineer, at their sole discretion, declares that the concrete finish does not meet this specification, the engineer can instruct, on behalf of the client, at the option of the client, the Contractor to take remedial action sufficient to meet specification. This work shall be completed, and all associated costs carried by the Contractor, at no additional cost to the client.

2.5 Quality Control

1. The Contractor shall adhere to the quality control requirements outlined in this section. A representative from the Contractor shall confirm all on-site testing requirements.
2. On-site testing shall comply with CSA A23.2 specifications for concrete quality assurance, the tests to be performed are as follows:

Concrete Quality Assurance Tests

Test	Frequency	No. of Repetitions	Note(s)
Slump	Per Truckload	3 - Successful	Repeat until material 'Slumps'
Air Content	Per Truckload	3 - Successful	At the point of deposition
Compression	Per 100 cuyd	6	See sample schedule below
Flexure	Per 100 cuyd	6	See sample schedule below
Chloride	100 cuyd	3	-

3. Slump testing shall be performed on each truckload of concrete received. Before pouring the Contractor representative shall meet the delivery driver (supplier representative). A sample of the concrete shall be taken and tested. The slump testing shall be repeated until the test yields a successful result, once three (3) successful results have been obtained they shall be logged on the 'Slump Testing Result Report' found in Document V. This report is to be signed by the on-site foreman.
 - i. If the slump tests yield results which is not within the acceptable range the Contractor shall reject the batch. At this time the Contractor shall contact the concrete engineer at the ready-mix facility to see if the slump can be improved without compromising the batch integrity.
 1. If the request is authorized, the supplier representative and the concrete engineer shall sign section 2 of the slump testing form authorizing a supplier alteration, the Contractor representative shall sign as a witness.

2. If the request is not authorized the shipment shall be returned to the plant, disposed of at the option, and at the cost of the concrete supplier.
4. Air content testing shall be performed at the time of concrete delivery, at the point of deposition (i.e. through all concrete pumping systems). The air content test shall be performed a minimum of three times, the results shall be recorded on the 'Air Content Result Report' sheet found in Document V. The report shall be signed by the on-site foreman.
5. Compression test samples, the size shall be compliant with CSA A23.2, shall be taken at every 100 yd³ of concrete delivered (approximately equal to 10 truckloads). The compression tests shall be completed by the Contractor, or by a third party testing lab at the cost of the Contractor, at 7 – day, 14 – day, 21 – day, and 28 – day intervals. The minimum strength requirements shall be compliant with the specification in section 8.4, item 5.
6. Flexure test samples, the size shall be in compliance with CSA A23.2, shall be collected at every 100 yd³ of concrete delivered (approximately equal to 10 truckloads). The flexure tests shall be completed by the Contractor, or by a third party testing lab at the cost of the Contractor, at 7 – day, 14 – day, 21 – day, and 28 – day intervals. The minimum strength requirements shall be in compliance with the specification in section 8.4, item 5.
7. Chloride test samples, the size shall be in compliance with CSA A23.2, shall be collected at every 100 yd³ of concrete delivered (approximately equal to 10 truckloads). The flexure tests shall be completed by the Contractor, or by a third party testing lab at the cost of the Contractor, at 56 days after pouring in accordance with CSA A23.2.

2.5.1 Reporting and Test Results

1. The Contractor shall report to the project engineer the results of all concrete testing as it becomes available.
2. The project engineer shall document and evaluate all test results as they become available. The overall project test results shall meet or exceed specification and the results shall be precise with a pre-set acceptable standard deviation.
3. For each test category there shall be an acceptable maximum standard deviation comprised of all test results taken over the project duration, and there shall be a 'Global' testing minimum or maximum (whichever is the limiting factor). These values are summarized for all regularly measured quantities in the table below:

Concrete Tests Reporting

Test Category	Max. Standard Deviation	Global Testing
28-Day Compressive Strength	500 psi	4000 psi [Minimum]
28-Day Flexural Strength	40 psi	325 psi [Minimum]
56-Day Chloride Penetration	150 Coulombs	1800 Coulombs [Maximum]
On-Site Air Content	2%	10% [Maximum]
On-Site Concrete Slump	1/2 inch	5-1/8 inch [Maximum]

4. If during the project duration the data exceeds the allowable standard deviation in any of the testing categories, the project engineer shall notify, in writing, the Contractor. The Contractor shall investigate the source of the deficiency, and implement corrective action such that the concrete meets specification.
 - i. If the corrective action fails to increase the concrete consistency the project engineer shall notify the client, Contractor, and concrete supplier, in writing informing them of the deficiency. At this time the project engineer reserves the right to suspend work on behalf of the client until the Contractor can return the concrete to specification.
5. If during construction the concrete fails to meet a global minimum, or if it exceeds a global maximum in any testing category, the project engineer shall notify the client and the Contractor. At this time the project engineer reserves the right to suspend work on behalf of the client until the Contractor can return the concrete to specification.
6. If a series of concrete compressive, flexural, or chloride penetration samples fail to meet global minimums after curing, the project engineer reserves the right to enforce any of the following remedial actions.
 - i. The project engineer may request, at the option of the client, that concrete samples be retrieved from the site for third party testing. If the concrete samples pass the mandated test, the cost of additional testing shall be carried by the client. If the concrete fails the testing, the cost shall be carried by the Contractor.
 - ii. The project engineer may, at the option of the client, instruct the full or partial demolition of the arena floor. The demolished section shall be carried by the Contractor.

2.5.2 Conformance to Testing Procedure

1. The Contractor shall conform to the testing procedures outlined in section 8.6. Non-conformance to the mandated test procedures will

lead to remedial actions to be completed by the Contractor, at the cost of the Contractor.

2. If an insufficient amount of slump and/or air content testing is completed on site for a given batch, the engineer will send a written notification of the issue to both the Contractor. This notification shall request that the interested parties revise on-site procedures and return to the mandated testing regiment.
 - i. If infrequent testing continues, the project engineer may request, at their option, at the cost of the Contractor, that a third party testing lab remove samples of the installed concrete for compression testing. If the concrete is non-compliant, all of the affected concrete and materials shall be removed & replaced at the cost of the Contractor.
3. If the testing is completed, but not certified by the Contractor, the project engineer will notify the interested parties of the non-compliance, and request the Contractor to testify to the validity of the results.
 - i. If the Contractor cannot validate the test results, the engineer may request that a third party complete compression testing of the installed concrete is to confirm its quality.

3) Boards and Glass

The panelized arena board system shall consist of prefabricated, lightweight, removable modular panel sections having structural aluminum framing and high density polyethylene (UV-Stabilized HDPE) facing, 1219 mm (4') high and not more than 2440 mm (8' 0") long, with cap rail, kickplate, and thresholds.

A 5" deep profile is required for the entire system. Also included are gates and hardware, spectator shielding supports and glazing, and permanent anchor bolt system for securing to concrete substrate.

Standard of Acceptance: Athletica Sports Systems Inc. or approved equivalent

3.1 Materials

1. Aluminum Extrusions: ASTM B221, 6005-T5 alloy and temper, in a Clear Anodized finish.
2. High Molecular Weight Polyethylene: High impact, integrally coloured, high-molecular polyethylene, bright white and other colours as specified, UV stabilized for outdoor applications.
3. Hardware: Stainless steel.
4. Fasteners: Zinc plated steel unless otherwise specified.
5. Anchors (for arena board panels): Stainless Steel.
6. Posts: 1 3/8" diameter CQ20 galvanized piping c/w top and bottom members, tension bars, caps, etc. as required for a complete installation.

3.2 General

1. As far as practical, execute fitting and assembly in the shop with the various parts or assemblies ready for erection at the project site.
2. Accurately fit together all joints, corners and intersections. Match components carefully to produce continuity of line and design.
3. Provide devices for anchoring the assemblies to the substrate with adjustment to permit correct and accurate alignment.
4. Fabricate anchoring and board support devices required to secure the work of this Section. Supply anchors and layout drawing, where required to be built into work of other Sections.
5. System components shall be numbered for ease of installation, disassembly, and reinstallation.
6. System to be installed in accordance with the specifications, by someone who is authorized by the manufacturers.
7. Ensure a complete arena system with all arenas straight and true to line and properly braced. Set work level, plumb, square and true with uniform joints.
8. Fasten the work securely as erection progresses. Provide all units with suitable temporary braces, shores, and stays to hold them in position until permanently secured.

3.3 Arena Panels

1. Arena panels shall be factory prefabricated in demountable sections. The design of all panels whether straight, curved or in which a gate is located shall be similar. Each panel shall be made of extruded aluminum box sections with clear anodized finish assembled into frames using high strength fasteners. No welding can be done to the aluminium extrusions. Frames shall allow for fastening of the UV-Stabilized HDPE facing and anchoring at base. Ensure flush mating of the UV-Stabilized HDPE facing at arena panel joints.
2. Typical sections shall consist of three vertical posts and three horizontal stringers. Frames shall be connected end to end with heavy-duty bolts and shall be connected to support structure at the posts with aluminum anchor brackets. For Outdoor system, 3 verticals per frame are required to allow for the expansion and contraction of the UV-Stabilized HDPE facing.
3. Standard size of straight arena panels shall be 2438 mm (8' 0") long, 1219 mm (4').
4. The playing surface side of the arena panel shall be faced with 12 mm (15/32") nominal thickness, high molecular, integrally coloured white high density polyethylene (UV-Stabilized HDPE) facing. Both sides of the arena facing shall have smooth surfaces. Colour of arena facing shall be

identical on both sides. Outdoor applications to have ultra violet stabilised, high-molecular weight polyethylene.

5. The UV-Stabilized HDPE facing shall be attached to the arena board framing with 6 mm (1/4") diameter screws. Heads of screws shall be painted to colour match arena facing, kickplate, or cap rail sill as appropriate. Spacing of the screws shall not exceed 305 mm (12") on centre.
6. Provide a 12 mm (1/2") thick colour impregnated UV-Stabilized HDPE cap rail fastened to top horizontal framing member. Both edges of cap rail shall have a smooth and radiused edge. Outdoor applications to have ultra violet stabilised, high-density polyethylene.
7. Standard colour of cap rail shall be blue.

3.4 Spectator Shielding Supports

1. Provision for attachment of shielding glazing to the vertical supports shall be by means of an extruded anodized aluminum shield support. This aluminum support shall run continuously to within 300 mm (12") of the top of the glazing, an adjustable extruded anodized aluminum face plate will slot into aluminum support and fastened with the 6mm (1/4") countersunk screws. This two piece shield system will include EPDM gaskets inserted into both the aluminum support and aluminum faceplate to securely hold the shield. The shield support system must facilitate the replacement of shields from the ice side without requiring additional support or securing of the adjacent shields.
2. The aluminum shield support shall be installed through a snug fitting contoured opening in the finished cap rail and through a snug fitting contoured opening in the top of the mid-stringer.
3. Shielding and supports shall be designed for easy removal for events when arena boards will remain in place but shielding and shielding supports are to be removed.

3.5 Spectator Shielding Glazing

1. Spectator shielding glazing shall be acrylic glazing.
2. Acrylic glazing shall have the top two corners rounded to a 25 mm (1") radius and the two sides and top shall have bevelled edges.
3. The shielding shall be mounted in the middle of the cap rail in conformance with NHL regulations.
4. Shielding shall be 1220 mm (5'-0") high at sides and ends, including the radius sections.
5. Shielding thickness shall be 1/2" around rink, with the three panels behind each net being 0.59" thick.

3.6 Players Benches

1. Boxes shall consist of arena board enclosures similar to rink arena boards.
2. Boxes shall consist of two (2) team boxes.
3. Interior finish of boxes shall be of similar construction as playing surface side of arena boards, utilizing 10 mm (3/8") thick white UV-Stabilized HDPE. Framing shall be similar construction as arena boards. To act as a water bottle shelf, install 10mm (3/8") thick white UV-Stabilized HDPE to the top of the mid stringer.
4. Players boxes shall be approximately 6095 mm (20'-0") long by 1525 mm (5'-0") deep. Access via two gates per box on playing surface side end of each box, as well as on the end of each bench, as indicated on drawing 16-027 M603 V1.0.
5. Players benches shall be 7270 mm (14'-0") long. Benches shall be a nominal 300 mm (12") deep and 500 mm (20") above ground level. Benches shall be fabricated from 44 mm x 292 mm (1 3/4" x 11 1/2") White HDPE.
6. Floor of player benches are to be 3/4" black rubber loose laid on top of the existing concrete.

3.7 Gates

1. Access gates shall be built into standard 2440 mm (8' 0") sections and shall be 760 mm (2' 6") wide, left or right hand swing, unless otherwise noted. Gate latch shall be a single latch type, with rink side access. Gate locations indicated on Drawing M603 V1.0.
2. Players' gates shall be built into standard 2440 mm (8' 0") sections and shall be 760 mm (2' 6") wide, left or right hand swing. Gate latch shall be a single latch type with rink side access. Gate locations indicated on Drawing M603 V1.0.
3. A flush mounted push-button latch shall be incorporated in the top sill of the cap rail on the playing surface entrance gates to the penalty boxes, player boxes and playing surface access gates. The push button shall be 3" in diameter. The push-button shall be designed to be simple to operate yet prevent accidental opening.
4. Equipment gates shall be double gates with a 3660 mm (12'-0") opening. Gates shall be provided with two clamping handles and one retractable pin. Gate locations indicated on Drawing M603 V1.0.
5. Each equipment gate unit shall be equipped with adjustable heavy-duty spring loaded swivel casters and adjustable tie-rod tension bars.
6. Hinge assemblies shall be constructed of 6mm (1/4") stainless steel. The hinge pins shall be minimum 16 mm (5/8") diameter.

3.8 Kickplates

1. Kickplates shall be fabricated of 12 mm (1/2") thick nominal UV-Stabilized HDPE colour impregnated sheets in 200 mm x 2440 mm (7 7/8" x 8' 0") segments.
2. The kickplate shall be fastened to the bottom of the arena panel using fasteners coloured to match the kickplate. Outdoor applications to have ultra violet stabilised, high-density polyethylene.
3. Standard colour of kickplate shall be yellow.

3.9 Thresholds

1. Thresholds of access and public gates shall be 38 mm (1 1/2") above rink level.

3.10 Board Anchors

1. All arena boards shall be tightly fastened to the concrete slab by means of stainless steel bolts.

viii. Other Information

- 1) The Contractor is to dispose of all boards and fencing and remove off site. The Contractor shall seal all building penetrations created/modified under the scope of this contract with a watertight sealant; the penetration shall be painted to match the surrounding building finishes.
- 2) The Contractor is to carefully remove the railings located at the end of the concrete pad by the header trench and re-install at the completion of the project.
- 3) All brine piping up to
 - a. 1 1/2" shall be Schedule 80 ASTM A53 Grade A or B Seamless or Schedule 80 ASTM A106 Grade A or B Seamless
 - b. All brine/brine piping greater than 1 1/2" shall be Schedule 40 ASTM A53 Grade A or B ERW or Seamless or Schedule 40 ASTM A106 Grade A or B Seamless.
- 4) The Contractor shall ensure that construction activity does not release excessive dust into the space; any particles resulting from construction shall be removed by the Contractor prior to leaving the site.
- 5) All new equipment installed under this scope shall be labelled with equipment identifiers, preferably fixed and embossed placards.
- 6) All equipment installation must be constructed in conformance with TSSA and the current edition of the CSA B52 Mechanical Refrigeration Code. Any additional requirements from the latest codes and standards supersede any requirements as written in this document.

- 7) All required permits and inspections are the responsibility of the Contractor.
- 8) Site cleanup and removal of debris is the responsibility of the Contractor.
- 9) The Contractor shall ensure that any piping installed under the scope of this contract has no more than 4 ft. H₂O of piping losses per 100 ft. of piping.
- 10) Equipment layout shall allow adequate clearances for cleaning and maintenance purposes. The proposed clearances must be documented on a Clearance and Interface drawing and submitted to the Owner and Owner's Engineer.
- 11) All equipment shall be installed such that it meets or exceeds the manufacturer's recommended installation practices and requirements.
- 12) All brine piping installed under the scope of this contract shall be painted to match existing plant convention at the site
- 13) The Contractor shall carry the cost of temporary or permanent equipment relocation as required to complete the scope of work. All equipment relocation must be submitted in the form of a layout drawing to the Owner and the Owner's engineer for approval.
- 14) Insulation shall be added to any location where the existing insulation has been removed and/or compromised, as a result of work performed under this contract. Insulation shall be equivalent and meet the Ontario Building Code.
- 15) Prior to commencing work the Contractor shall determine the location of any utility entrances (power, water, sewer, gas), which may interfere with carrying out this work. This shall be done in conjunction with the utility companies, and shall be at the cost of the Contractor.
- 16) All cold brine piping shall be insulated with cut strand mat insulation (min. 2" wall thickness) with fibreglass reinforced polymer jacketing. The Contractor shall seamlessly transition the new insulation to the existing insulation.

Fluid	Temp Range	Insulation	Thickness	Jacket
22% CaCl ₂	10°F - 65°F	Foam in Place	2"	CSM with FRP
22% CaCl ₂	65°F – 100°F	None	N/A	N/A

- 17) Manual Isolation valves shall be of the type specified in the table below

Pipe Size	Valve Type
≤2.5" in Diameter	Ball Valve
>2.5" in Diameter	Butterfly valve

3. FORMS AND REPORTS

The following forms shall be completed by the Contractor per requirement outlined in Document IV Specifications Section 2.2 Description of Work, see Document VIII Appendices.

- Sub-Base Acceptance Form
- Sand Layer Acceptance Form
- Slump Testing Result Report
- Air Content Testing Result Report

4. THE ARCHITECT

The Owner's Architect: IB Storey Inc.

5. PROJECT SCHEDULE

The successful Contractor shall commence the Work as soon as contract executed, the Owner expects the start date in May 2017, weather permitting.

The Owner expects the project to be Substantially Completed no later than end of August 2017.

6. TEMPORARY BARRIERS AND CLOSURES

- 6.1 The Contractor shall be required to provide his own trailer under the provisions of the Consultants specifications.
- 6.2 Inspect existing fences located at parts of the property and assume responsibility for its safety and its compliance with current safety standards and ministry of Labour regulations. Provide hoardings and barriers at front and rear of property lines requiring protection. Comply with authorities having jurisdiction.
- 6.3 If and where required, provide gates and barriers in accordance with local municipal by-laws, the Occupational and Safety Act, regulations of construction projects and other authorities having jurisdiction.
- 6.4 Protect public, owners, occupants, personnel and property from injury and damage at any time. Exclude non-construction personnel and public all parts of the Place of Work under construction with proper hoardings. Maintain hoardings in clean condition.
- 6.5 Maintain Access to Exits and Emergency Exits and all routes designated for emergency escape through and around hoarding to a safe area of refuge acceptable to Authorities Having Jurisdiction.
- 6.6 Remove and dispose of Hoarding, barriers and temporary railings and gates erected for the execution of the project upon completion of the parts of the Work. Conform of requirements of the Occupational and Health Safety Act.
- 6.7 Damage during construction to existing fences, driveway, parking lot, sidewalks and landscape areas shall be rectified by the Contractor at his own expenses.
- 6.8 The Contractor shall ensure that a fire route is left unobstructed for emergency situation and that reasonable access be given to vehicles of building inspectors, the Owner's representative and the Consultants.
- 6.9 The Contractor shall bar access to the site to the general public as specified in the bid document and as required by the Ministry of Labour.

7. JOB SITE CONDITION

- 7.1 Protection of existing facilities:

It shall be the Contractor's responsibility to ensure that the existing building structure and the site be protected from any damage that may be caused by construction activity related to the proposed building renovation. The Contractor shall erect proper barricades around the work area to ensure that no unauthorized person have access to the work area and avoid that Consultants and City officials requiring to visit the site be involved in accidents due to site and building conditions unsafe or non-compliant to statutory regulations.

7.2 Job Conditions:

The Contractor shall leave at the end of each work period, the Job Site clear of ALL construction debris, materials, tools and any other item related to the construction project, except for tarps and barricades when necessary for safety reason and required by health and safety regulations.

7.3 Storage and Disposal:

The Contractor shall provide for and pay for its own storage and disposal outside of the building premises. For this purpose adequate space will be assigned to the exclusive use of the Contractor on the parking area for the whole duration of the contract in the areas to be agreed by the Consultant. The Contractor shall ensure that the removal and disposal operations shall be done in a safe and proper manner, providing continuous and adequate protection to persons and properties. Damages due to storage and disposal operations shall be rectified at the Contractor's own expenses to the satisfaction of the Consultant.

END OF DOCUMENT IV

NOT APPLICABLE TO THIS BID

END OF DOCUMENT V

THE CORPORATION OF THE CITY OF VAUGHAN

BID NUMBER: T17-111

FOR: OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION AT FATHER ERMANNO BULFON COMMUNITY CENTRE VAUGHAN, ONTARIO

THIS BID IS SUBMITTED BY: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

PROVINCE: _____ FAX NO: _____

TELEPHONE NO: _____ CELL NO: _____

E-MAIL ADDRESS: _____
(if applicable)

BIDDERS H.S.T. NO: _____

NAME OF AUTHORIZED PERSON(S):

POSITION(S) OF THE PERSON(S):

(print)

(print)

(print)

(print)

To The Corporation of the City of Vaughan, Hereafter called the "Owner":

I/WE _____ (hereafter called the "Bidder" declare:

1. THAT the Bidder has carefully examined the locality and site of the proposed works, as well as all the Bid Documents (including any Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, and hereby acknowledge the same to be part and parcel of any contract to be let for the Work therein described or defined.
2. THAT this Bid Form has not been changed or altered in any way from the original wording.
3. THAT no person(s), firm or corporation other than the one(s) bidding has any interest in this Bid or in the Contract proposed to be undertaken.
4. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
5. THAT the Bidder represents no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from if the Bidder is selected as the successful Bidder.
6. That the Bidder does not have any perceived or actual Conflict of Interest as defined in the Bid in providing a response to this Call for Bid, or in providing the Work under the contract contemplated for the Project, if awarded a contract by the Owner.
7. THAT all representations made in the said Bid are in all respects true accurate and complete.
8. THAT the Bidder hereby bid and offer to enter into a contract to do all the work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, taxes, in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
9. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown will be added.
10. THAT the Bidder agrees to save the Owner, its officers, agents, and/or employees, harmless from liability of any kind for the use of any design, composition, secret process, invention, article or appliance furnished or used in this Bid of which the Bidder is not the patentee, assignee, or licensee.
11. THAT the Bidder acknowledges that, except for any matters specifically disclosed by the Bidder in the Bidder's Bid with respect to the following matters (hereafter called the "Disclosure"):
 - a) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.
 - b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.
 - c) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or business transaction.

The Bidder agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Bidder further agrees that the Owner shall be entitled at its sole discretion to reject this Bid as a result of any Disclosure.

- 12. THAT if the Bidder withdraws this Bid in contravention of Section 14.1, Document 1, Instructions to Bidder, the Bid Security shall be forfeited to the Owner.
- 13. THAT the awarding of the contract, by the Owner is based on this submission, which shall be an acceptance of this Bid.
- 14. THAT if the Bid is accepted, the Bidder agrees to furnish all documentation, security and certifications as required by the contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If the Bidder fails to do so, then as in Section 12 above, Bidder's Bid Security shall be forfeited to the Owner and the Owner may accept the next lowest or any bid or advertise for new bids, or carry out completion of the Work in any other way it deems best and the Bidder also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, in excess of the Bid Security, and shall indemnify and save harmless the Owner and their officers, agents and/or employees from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on Bidder's part.
- 15. THAT the Bidder proposes to engage the sub-Contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of sub-Contractors" and "Schedule of Bidders and Manufacturers".
- 16. THAT the Bidder agrees to adhere to the Accessibility for Ontarians with Disability Act 2005 and all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid Document.
- 17. THAT **Addendum/Addenda** from Addendum No. ___ to Addendum No. ___ inclusive relating to the said Bid have been received and the Bidder hereby accepts and agrees to the same as forming part of the said Bid said Contract.
- 18. **THAT THE BIDDER ACKNOWLEDGES THE TOTAL BID PRICE SHALL BE CONTAINED IN ENVELOPE #2 OF THIS SUBMISSION:**
- 19. **THAT the undersigned affirms that the undersigned is duly authorized to complete this Bid by signing it.**

LEGAL NAME OF BIDDER: _____

SIGNATURE: _____

(I have authority to bind the Bidder)

DATED AT THE _____

(City/Town)

THIS _____ **DAY OF** _____ **20** _____.

IF BIDDER IS A SOLE PROPRIETORSHIP, JOINT VENTURE OR PARTNERSHIP, REFER TO THE DEFINITION OF AUTHORIZED PERSON AND SIGN AS APPLICABLE AND ADD ADDITIONAL SIGNATURE PAGES IF NECESSARY. FOR ADMINISTRATIVE AND CONTRACTUAL PURPOSES, ONE OF THE JOINT VENTURE PARTNERSHIP FIRMS MUST ASSUME LEGAL REPRESENTATION.

SCHEDULE I**SUBMISSION AND COMPLIANCE REQUIREMENTS**

All Bidders must complete the chart below in this Schedule I and provide a completed Schedule I in their submission envelope.

Bidders must checkmark 'Yes' in all instances.

All documents required in this Schedule I (shaded in grey in the chart below) must be included in submission envelope. If any of the supporting documentation required by this Schedule I is noted as being provided in Bidder's submission envelope but was not actually provided, the bid submission will be declared non-compliant.

The bid submissions failing to comply with any of the mandatory requirements will be declared non-compliant and shall receive no further consideration.

Failure to comply with any of the above will result in Bid disqualification.

BIDDER MUST CHECKMARK 'YES' IN THE FAR RIGHT COLUMN IN THE CHART BELOW, FOR EACH ROW, TO CONFIRM THAT BIDDER MEETS THE FOLLOWING MANDATORY REQUIREMENTS:

1a.	Bidder or their sub-contractor has constructed arena floor slab installations in the past of similar scope.	<input type="checkbox"/> Yes
1b.	Bidder has included with their submission a completed Schedule III – Concrete Floor Finisher Sub-Contractor Reference List, within Envelope #1.	<input type="checkbox"/> Yes
2a.	Bidder or their sub-contractor has constructed arena Dashboard Systems in the past of similar scope.	<input type="checkbox"/> Yes
2b.	Bidder has included with their submission a completed Schedule IV – Dashboard Sub-contractor Reference List, within Envelope #1.	<input type="checkbox"/> Yes
3.	Bidder has reviewed the project schedule (Document V Item 3) included in this Bid and is available and committed to undertake the Work in accordance with such schedule	<input type="checkbox"/> Yes
4a.	Bidder has a current Health & Safety Policy/Manual	<input type="checkbox"/> Yes
4b.	Bidder has included a copy of its current Health & Safety Policy/Manual (CD or USB drive also acceptable) within their submissions envelope, within Envelope #1.	<input type="checkbox"/> Yes

5a.	Bidder has a current CAD 7 Rating and Report; or a current Workplace Injury Summary Report (WISR)	<input type="checkbox"/> Yes
5b.	Bidder has included a copy of its current CAD 7 Rating and Report or a copy of Workplace Injury Summary Report (WISR) within their submission envelope, within Envelope #1.	<input type="checkbox"/> Yes
6a.	Bidder has a current WSIB Clearance Certificate	<input type="checkbox"/> Yes
6b.	Bidder has included a copy of its current WSIB Clearance Certificate within their submissions envelope, within Envelope #1	<input type="checkbox"/> Yes

SCHEDULE II**LIST SUB-CONTRACTORS**

State *OWN FORCES* if a Sub-Contractor is not required for any of the trades; otherwise, for each type of work, identify the Sub-Contractor proposed to be used.

The Owner reserves the right to approve all proposed Sub-Contractors and where the Owner objects to the use of any proposed Sub-Contractor, the Bidder shall use another Sub-Contractor acceptable to the Owner. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract award shall be subject to the approval of the Owner.

The awarded Bidder shall only use those Sub-Contractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its Sub-Contractors.

TYPE OF WORK	SUB-CONTRACTOR	CONTACT NAME & NUMBER
Concrete Floor Finisher		
Dasherboard Installation		

SCHEDULE III**CONCRETE FLOOR FINISHER SUB-CONTRACTOR REFERENCE LIST**

The sub-contractor for concrete floor finisher must have successfully completed the design and installation of complete new ice rink refrigeration system in Ontario in the past.

In the table below, please provide three (3) references from projects of similar size and scope completed by the Sub-Contractor identified by the Bidder in.

If *OWN FORCES* were identified in Schedule II – List Sub-Contractors, the table below can be left blank. The references identified in Schedule V – List References will be used instead.

Sub-Contractor Name:

(as per Schedule II – List Sub-Contractors):

	Company Name	Contact Person	Contract Value	Description of Work	Completion Date
1					
2					
3					

Note: The Contractor is required to submit all information list above

SCHEDULE IV**DASHBOARD SUB-CONTRACTOR REFERENCE LIST**

The sub-contractor for Dashboard must have successfully completed the design and installation of complete new ice rink refrigeration system in Ontario in the past of similar scope.

In the table below, please provide three (3) references from projects of similar size and scope completed by the Sub-Contractor identified by the Bidder in.

If *OWN FORCES* were identified in Schedule II – List Sub-Contractors, the table below can be left blank. The references identified in Schedule V – List References will be used instead.

Sub-Contractor Name:

(as per Schedule II – List Sub-Contractors):

	Company Name	Contact Person	Contract Value	Description of Work	Completion Date
1					
2					
3					

Note: The Contractor is required to submit all information list above

SCHEDULE V**LIST REFERENCES**

Bidders are required to provide a minimum of three (3) owner references for similar projects completed with substantially the same project team as proposed for this Project. The Owner reserves the right to contact the references for evaluation of Bidder's performance

REFERENCE #1

Company Name:	
Industry:	
Address:	
Contact Name:	
Title:	
Telephone Number:	
E-Mail:	
Project Description:	
Contract End Date (mm/dd/yyyy)	

REFERENCE #2

Company Name:	
Industry:	
Address:	
Contact Name:	
Title:	
Telephone Number:	
E-Mail:	
Project Description:	
Contract End Date (mm/dd/yyyy)	

REFERENCE #3

Company Name:	
Industry:	
Address:	
Contact Name:	
Title:	
Telephone Number:	
E-Mail:	
Project Description:	
Contract End Date (mm/dd/yyyy)	

THE CORPORATION OF THE CITY OF VAUGHAN

BID NUMBER: T17-111

FOR: OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION AT FATHER ERMANNO BULFON COMMUNITY CENTRE VAUGHAN, ONTARIO

THIS BID IS SUBMITTED BY: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

PROVINCE: _____ FAX NO: _____

TELEPHONE NO: _____ CELL NO: _____

E-MAIL ADDRESS: _____
(if applicable)

BIDDERS H.S.T. NO: _____

NAME OF AUTHORIZED PERSON(S):

POSITION(S) OF THE PERSON(S):

(print)

(print)

(print)

(print)

To The Corporation of the City of Vaughan, Hereafter called the "Owner":

I/WE _____ (hereafter called the "Bidder" declare:

1. THAT the Bidder has carefully examined the locality and site of the proposed works, as well as all the Bid Documents (including any Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, and hereby acknowledge the same to be part and parcel of any contract to be let for the Work therein described or defined.
2. THAT this Bid Form has not been changed or altered in any way from the original wording.
3. THAT no person(s), firm or corporation other than the one(s) bidding has any interest in this Bid or in the Contract proposed to be undertaken.
4. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
5. THAT the Bidder represents no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from if the Bidder is selected as the successful Bidder.
6. That the Bidder does not have any perceived or actual Conflict of Interest as defined in the Bid in providing a response to this Call for Bid, or in providing the Work under the contract contemplated for the Project, if awarded a contract by the Owner.
7. THAT all representations made in the said Bid are in all respects true accurate and complete.
8. THAT the Bidder hereby bid and offer to enter into a contract to do all the work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, taxes, in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
9. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown will be added.
10. THAT the Bidder agrees to save the Owner, its officers, agents, and/or employees, harmless from liability of any kind for the use of any design, composition, secret process, invention, article or appliance furnished or used in this Bid of which the Bidder is not the patentee, assignee, or licensee.
11. THAT the Bidder acknowledges that, except for any matters specifically disclosed by the Bidder in the Bidder's Bid with respect to the following matters (hereafter called the "Disclosure"):
 - d) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.
 - e) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.
 - f) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or business transaction.

The Bidder agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Bidder further agrees that the Owner shall be entitled at its sole discretion to reject this Bid as a result of any Disclosure.

- 12. THAT if the Bidder withdraws this Bid in contravention of Document I, Instructions to Bidder, the Bid Security shall be forfeited to the Owner.
- 13. THAT the awarding of the contract, by the Owner is based on this submission, which shall be an acceptance of this Bid.
- 14. THAT if the Bid is accepted, the Bidder agrees to furnish all documentation, security and certifications as required by the contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If the Bidder fails to do so, then as in Section 12 above, Bidder's Bid Security shall be forfeited to the Owner and the Owner may accept the next lowest or any bid or advertise for new bids, or carry out completion of the Work in any other way it deems best and the Bidder also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, in excess of the Bid Security, and shall indemnify and save harmless the Owner and their officers, agents and/or employees from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on Bidder's part.
- 15. THAT the Bidder proposes to engage the sub-Contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of sub-Contractors" and "Schedule of Bidders and Manufacturers".
- 16. THAT the Bidder agrees to adhere to the Accessibility for Ontarians with Disability Act 2005 and all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid Document.
- 17. THAT I/WE understand the Pricing shall be announced as stated in Item 18.
- 18. **THAT THE BIDDER ACKNOWLEDGES THE TOTAL BID PRICE TO COMPLETE THE PROJECT EXCLUDING HST SHALL BE:**

_____ DOLLARS (\$ _____)
 in lawful money of Canada.

- 19. THAT the undersigned affirms, that the undersigned is duly authorized to complete this Bid by signing it.

LEGAL NAME OF BIDDER: _____

SIGNATURE: _____
 (I have authority to bind the Bidder)

DATED AT THE _____
 (City/Town)

THIS _____ DAY OF _____ 20_____.

IF BIDDER IS A SOLE PROPRIETORSHIP, JOINT VENTURE OR PARTNERSHIP, REFER TO THE DEFINITION OF AUTHORIZED PERSON AND SIGN AS APPLICABLE AND ADD ADDITIONAL SIGNATURE PAGES IF NECESSARY. FOR ADMINISTRATIVE AND CONTRACTUAL PURPOSES, ONE OF THE JOINT VENTURE PARTNERSHIP FIRMS MUST ASSUME LEGAL REPRESENTATION.

SCHEDULE I**ITEMS AND UNIT PRICES**

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Bid amount shall include all costs incurred, excluding H.S.T.

The Bidder also understand and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

**OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION
AT FATHER ERMANNIO BULFON COMMUNITY CENTRE**

Complete item specifications to be found in Document IV, 2.2 – “Description of work”

The price shall include all details outlined under each item.

Item #s	Scope Items	Price (Excl. HST)
Item 1	Secondary Refrigerant Headers & Trench	\$
Item 2	Arena Floor Upgrades	\$
Item 3	Boards and Glass	\$
TOTAL LUMP SUM PRICE (Sum of Items 1 to 3)		\$

(TRANSFER TOTAL LUMP SUM PRICE OF SCHEDULE I TO DOCUMENT VI - BID FORM, ENVELOPE #2 - ITEM 18, PAGE 3)

Completion of the Work of this Contract

It is understood that time is of the essence for the project; and also agree to complete the Work of the Contract to Substantial Performance no later than **end of August, 2017**.

SCHEDULE II

SURETY CONSENT FORM

(AGREEMENT TO BOND)

In consideration of the City of Vaughan hereafter referred to as the "Owner",

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

(Name of Principal)

hereafter referred to as the "Principal", in the form of a Performance Bond in the amount of (100%) and a Labour and Material Payment Bond in the amount of (50%) or a Letter of Credit in the amount of (150%) of the Total Bid amount and conforming to the Instructions of this Bid attached hereto, for the full and due performance of the Work(s) shown and described herein, of the Bid for:

**BID NO. T17-111
OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION
AT FATHER ERMANNO BULFON COMMUNITY CENTRE
VAUGHAN, ONTARIO**

Such surety is accepted by the "Owner" to provide a warranty period hereafter required for the said Work, after final completion.

Subject to the express condition by the "Owner" of this agreement that if the above mentioned Bid is accepted, application for the necessary Bonding requirements, must be completed with the undersigned within Seven (7) Working Days of notification of acceptance of the Bid related hereto, otherwise this agreement shall be null and void.

As witness our Corporate Seal, testified by the hand of the proper officer thereunto duly authorized.

DATED this _____ day of _____ 20 _____

(Name of Surety Company/Canadian Chartered Bank)

(Signature of Officer)

(Position held)

(This Form is to be completed by a Surety Company licensed in the Province of Ontario and/or Domestic Schedule "I" or "II" Chartered Banks)

END OF DOCUMENT VI

The successful Bidder shall be required to enter into a formal Contract based on Canadian Construction Association Document – “**CCDC2 – 2008 Stipulated Price Contract**” together with Amendments and Supplementary General Conditions as amended in Document III – Supplemental General Conditions for CCDC 2 - 2008.

END OF DOCUMENT VII

CHANGE ORDER FORM

NOTICE OF "NO BID"

SAMPLE FORM "LETTER OF CREDIT"

BID WITHDRAWAL FORM

STANDARD CERTIFICATE OF INSURANCE

BID SUBMISSION LABEL – ENVELOPE #1

BID SUBMISSION LABEL – ENVELOPE #2

DRAWING NO. 16-027 M603 V1.0 (4 PAGES)

SUB-BASE ACCEPTANCE FORM

SAND LAYER ACCEPTANCE FORM

SLUMP TESTING RESULT REPORT

AIR CONTENT TESTING RESULT REPORT

DESCRIPTION: _____

PURCHASE ORDER No.: _____

REQUESTED BY: _____

DEPARTMENT: _____

The following description of work(s) and/or material(s), associated cost(s) have been approved and agreed upon by both signing parties;

The authorized changes, as stated, are subject to all provisions of the contact:

- 1. Revised Contract Price \$ _____
- 2. H.S.T. \$ _____
- 3. Sub Total Extra's \$ _____

With a completion and/or delivery date of _____ / _____ weeks.

Made this _____ day of _____ 20_____.

Original Contract Price: \$ _____

THE ABOVE MENTIONED CONTRACT IS HEREBY AMENDED BY SUM OF:

With a completion and/ or delivery date: _____

The Corporation of the City of Vaughan

Contractor/Supplier

PER: _____

PER: _____

POSITION: _____

POSITION: _____

NOTICE OF "NO BID"

THE CORPORATION OF THE CITY OF VAUGHAN

BID NO.: _____

CLOSING DATE: _____

IMPORTANT - PLEASE READ THIS

It is important to the City to receive a reply from all invited bidders. There is no obligation to submit a Bid; however, should you choose not to Bid, completion of this form will assist the City in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this Contract please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Contract document. Return the completed form **via fax 905-832-8522** prior to the official closing date.

- | | | | |
|---|--------------------------|---|--------------------------|
| 1. We do not manufacture/supply this commodity | <input type="checkbox"/> | 6. Quantity/job too small | <input type="checkbox"/> |
| 2. We do not manufacture/supply to this specification | <input type="checkbox"/> | 7. Cannot meet delivery /completion requirements | <input type="checkbox"/> |
| 3. Unable to quote competitively | <input type="checkbox"/> | 8. Agreements with distributors/dealers do not permit us to sell direct | <input type="checkbox"/> |
| 4. Cannot handle due to present plant/work load | <input type="checkbox"/> | 9. Licensing restrictions | <input type="checkbox"/> |
| 5. Quantity/job too large | <input type="checkbox"/> | | |

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future? Yes No

COMPANY NAME:	
ADDRESS:	
SIGNATURE OF COMPANY REPRESENTATIVE:	
POSITION:	
DATE:	TEL. NO.
PLEASE USE THE ENCLOSED ENVELOPE	

FOR THE MUNICIPALITY'S USE ONLY - DO NOT WRITE IN THIS SPACE
--

SAMPLE FORM "LETTER OF CREDIT"

THE BANK OF: _____

DATE: _____

The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

Dear Sirs:

We hereby authorize you to draw on _____ for the account of _____
(Bank's Name) *(Owner's Name)*
up to an aggregate amount of \$CND _____, available on demand as follows:

Pursuant to the request of our customer, the said _____, we, _____
(Owners Name) *(Bank's Name)*

hereby establish and give to you an irrevocable Standby Letter of Credit in your favour in the total amount of \$CDN _____ which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to, _____ at such time as a written demand for payment
(Bank's Name)
is made upon us a statement signed by you stating that monies drawn under this Letter of Credit are drawn pursuant to an Agreement

dated _____, 20____, between _____ and the Corporation of the City of Vaughan

and that the said monies will be used to fulfil the obligations of _____ under the said
agreement *(Owner's Name)*

Re: _____
(Proposal No.) *(Description of Work)*

Any written demand for payment under this credit must bear an intimation that it has been drawn under Letter of Credit Number _____, issued by the _____, dated _____, 20 _____.
(Bank's Name)

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing, by Registered Mail, that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above Agreement.

We hereby covenant with drawers, drawn under and in accordance with the terms of this credit that the same will be duly honoured if drawn and negotiated on or before

_____, 20_____.

For: _____
(Bank's Name)

(Branch Number)

(Address)

(Telephone)

(Signature of Officer)

BID WITHDRAWAL FORM



Prior to Closing Time & Date



During Bid Opening

DATE: _____ TIME: _____

BIDDER: _____

ADDRESS: _____

PHONE: _____

BID NUMBER: _____

DESCRIPTION: _____

I/We _____ hereby request to withdraw my Bid Submission for Bid No. _____.

Furthermore, I/we understand that I/we may not subsequently revoke this request.

CITY OF VAUGHAN

BIDDER

Received by; _____)

If Bidder a Corporation:

_____)

Name of Corporation: _____

Signed _____)

Signature: _____

_____)

Position: _____

Position _____)

If Multiple Corporations add additional signature page

_____)

If Bidder an Individual or Sole Proprietor

Date _____)

Name of Bidder: _____

Signature: _____

Witness: _____

If Bidder is a Joint Venture refer to the Definition of authorized person



BID SUBMISSION LABEL

IMPORTANT

Please complete and affix this submission label onto the front of the envelope/box containing your bid submission.

FROM: _____

ENVELOPE #1

SEALED BID

**DELIVER TO: CORPORATION OF THE CITY OF VAUGHAN
PROCUREMENT SERVICES DEPARTMENT
2141 MAJOR MACKENZIE DRIVE, LEVEL 100
VAUGHAN, ONTARIO L6A 1T1**

BID NO.: T17-111

DESCRIPTION: OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION AT FATHER ERMANNO
BULFON COMMUNITY CENTRE, VAUGHAN, ONTARIO

CLOSING DATE: THURSDAY APRIL 13, 2017

CLOSING TIME: 15:00:00 Hours (3:00:00 p.m.) Local Time

For Procurement Services Office Use Only



BID SUBMISSION LABEL

IMPORTANT

Please complete and affix this submission label onto the front of the envelope/box containing your bid submission.

FROM: _____

ENVELOPE #2

SEALED BID

**DELIVER TO: CORPORATION OF THE CITY OF VAUGHAN
PROCUREMENT SERVICES DEPARTMENT
2141 MAJOR MACKENZIE DRIVE, LEVEL 100
VAUGHAN, ONTARIO L6A 1T1**

BID NO.: T17-111

DESCRIPTION: OUTDOOR RINK FLOOR AND PLAY AREA DEMOLITION AND RECONSTRUCTION AT FATHER ERMANNO
BULFON COMMUNITY CENTRE, VAUGHAN, ONTARIO

CLOSING DATE: THURSDAY APRIL 13, 2017

CLOSING TIME: 15:00:00 Hours (3:00:00 p.m.) Local Time

For Procurement Services Office Use Only

Sub-Base Acceptance Form

Section 1 - Contractor Verification and Attestation to Soil Quality by Means of Visual Inspection

The results declared in this form are the result of a visual inspection of the granular sub-base on site.

ASTM D-1241/D-2487 Granular Sub-Base Compliance Checklist

Quantity Description	Compliant (Y/N)
Majority (30% to 60%) of all aggregate is between 4.75mm & 9.5 mm (1/4" & 3/8")	
Appears to have Very low quantities (<10%) clay	
Low Sand Content <15%	
Layer of Well-Graded gravel is at least 12" deep	

Disclaimer: The party signing this contract certifies that the granular sub-base material is 'Gradation A' material under ASTM D-1241. The undersigned accepts all remedial activities required, as a result of this declaration, as required under section 2.1 of the associated RFP.

Contractor Signing Authority

Section 1a - Contractor Verification and Attestation to Soil Quality by Means of Third Party Testing

Disclaimer: The party signing this contract certifies that the granular sub-base material is 'Gradation A' material under ASTM D-1241. The undersigned accepts all remedial activities required, as a result of this declaration, as required under section 2.1 of the associated RFP.

Contractor Signing Authority

Section 2 - Client Acceptance of Granular Sub-Base

Disclaimer: The client hereby agrees to accept the granular sub-base in the present condition to serve as the sub-base for the new concrete floor. The client herein agrees to carry the cost of any repairs required as a result of sub-base source damage.

Client Signing Authority

Contractor Signing Authority

Project Engineer Signing Authority

Sand Layer Acceptance Form

Section 1 - Contractor Verification and Attestation to Sand Layer Quality by Means of Visual Inspection

The declaration herein are based upon the expert opinion of a visual inspection of the sand-layer material, as described in section 2.2 of the RFP.

ASTM-D2487 Well-Graded Sand Compliance Checklist

Quantity Description	Compliant (Y/N)
Appears to have Very low quantities of clay (<5%) (ASTM sieve size 200, passing)	
Low Gravel Content (Greater than ASTM sieve size 10) <15%	
Layer of Well-Graded Sand is at least 10" deep	

Disclaimer: The party signing this contract certifies that the sand layer material is 'well-graded sand' as described in ASTM D-2487. The undersigned accepts all remedial activities required, resulting from a structurally unsound sand layer.

Contractor Signing Authority

Section 1a - Contractor Verification and Attestation to Soil Quality by Means of Third Party Testing

Disclaimer: The party signing this contract certifies that the sand-layer material is well-graded sand' as described in ASTM D-2487. The undersigned accepts all remedial activities required, resulting from a structurally unsound sand layer.

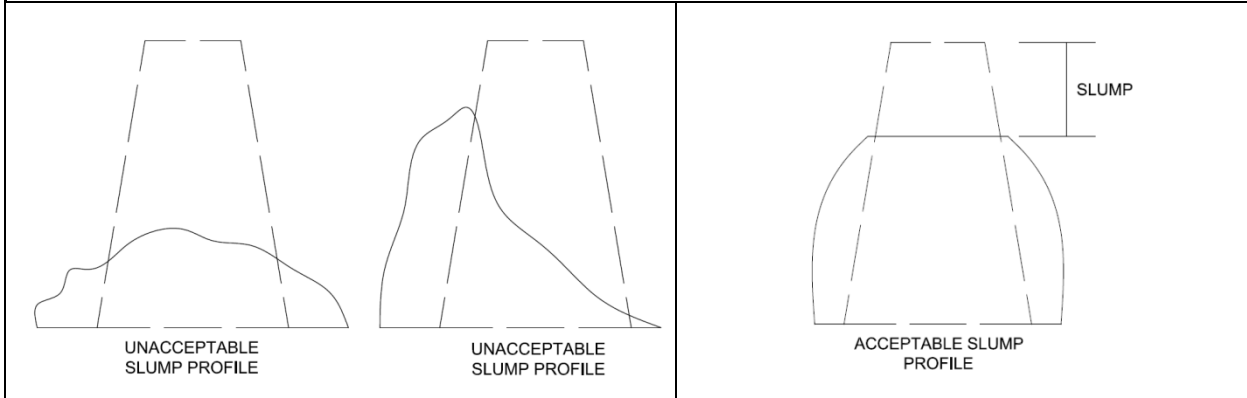
Contractor Signing Authority

Slump Testing Result Report

Section 1 - On-site verification of concrete slump test results.

The results declared herein are certified as correct by all interested parties.

Typical Slump test Visual Result



Quantitative Slump Test Result

	Actual Slump	Min. Slump	Max. Slump
Test Result 1		100 mm (4")	130 mm (5-1/4")
Test Result 2		100 mm (4")	130 mm (5-1/4")
Test Result 3		100 mm (4")	130 mm (5-1/4")

Section 1 - Contractor/Vendor Acceptance of Test Results

Disclaimer: The undersigned parties, or the corporate bodies which they represent, certify that the concrete test results stated above are correct.

Contractor Signing Authority

Concrete Supplier Signing Authority

Section 2 - Supplier Verification of Concrete Quality

Disclaimer: The concrete supplier, undersigned, hereby certifies that the concrete delivered meets the specifications required, without requiring testing. The supplier hereby agrees to carry the cost of remedial work associated with concrete quality.

Concrete Supplier On-Site Representative

Concrete Supplier Mix Designer

Air Content Testing Result Report

Section 1 - On-site verification of concrete slump test results.

The results declared herein are certified as correct by all interested parties.

Air Content Test Results

	Actual Air Content	Specified Air	Maximum Air
Test Result 1		8%	10%
Test Result 2		8%	10%
Test Result 3		8%	10%

Section 1 - Contractor/Vendor Acceptance of Test Results

Disclaimer: The undersigned parties, or the corporate bodies which they represent, certify that the concrete test results stated above are correct.

Contractor Signing Authority

Concrete Supplier Signing Authority

Section 2 - Supplier Verification of Concrete Quality

Disclaimer: The concrete supplier, undersigned, hereby certifies that the concrete delivered meets the specifications required, without requiring testing. The supplier hereby agrees to carry the cost of remedial work associated with concrete quality.

Concrete Supplier On-Site Representative

Concrete Supplier Mix Designer



**THE CORPORATION OF THE CITY OF VAUGHAN
STANDARD CERTIFICATE OF INSURANCE**

1. Proof of insurance will be accepted on this Certificate only, without amendments.
2. Completed certificates must be signed and submitted to one of the Departments provided in Item #5 of the requirements section below.
3. This Certificate must be completed and signed by an Insurance Company or authorized insurance broker licensed and able to conduct business in Canada.

NAME OF INSURED:

ADDRESS OF INSURED:

Location & Description of Work / Activity to which this Certificate applies:

TYPE OF INSURANCE	Policy Number	EFFECTIVE Yr. Mo. Day	EXPIRY Yr. Mo. Day	LIMIT OF LIABILITY "PER OCCURRENCE"	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY				\$	
MOTOR VEHICLE LIABILITY				\$	
UMBRELLA / EXCESS LIABILITY				\$	
OTHER:				\$	

The Named Insured and undersigned Insurer agree to and confirm the following requirements:

1. The Commercial General Liability Policy is extended to include Personal / Bodily Injury, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest and Volunteers/Employee's as additional insured(s)
2. **THE CORPORATION OF THE CITY OF VAUGHAN** has been added as an **Additional Insured** under the Commercial General Liability Policy, but only with respect to the liability arising out of the aforementioned operations of the Named Insured
3. The following are also added as Additional Insured(s):
4. The Named Insured and Insurer must declare deductible limits for each type of coverage applicable. All claims arising out of the operations which fall within the deductible limits are the sole responsibility of the Named Insured.
5. Should any of the described policies or part thereof be cancelled or materially changed, the Insurer must provide thirty (30) days written notice by registered mail to: The Corporation of the City of Vaughan to the respective Department in the drop down box below.

ATTENTION:

EMAIL ADDRESS:

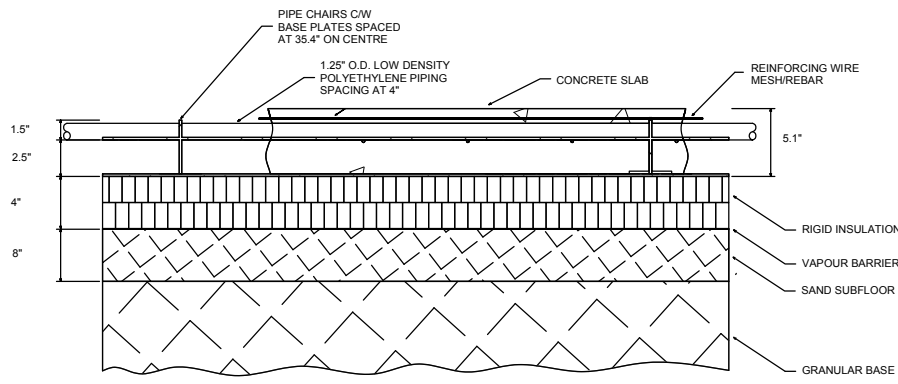
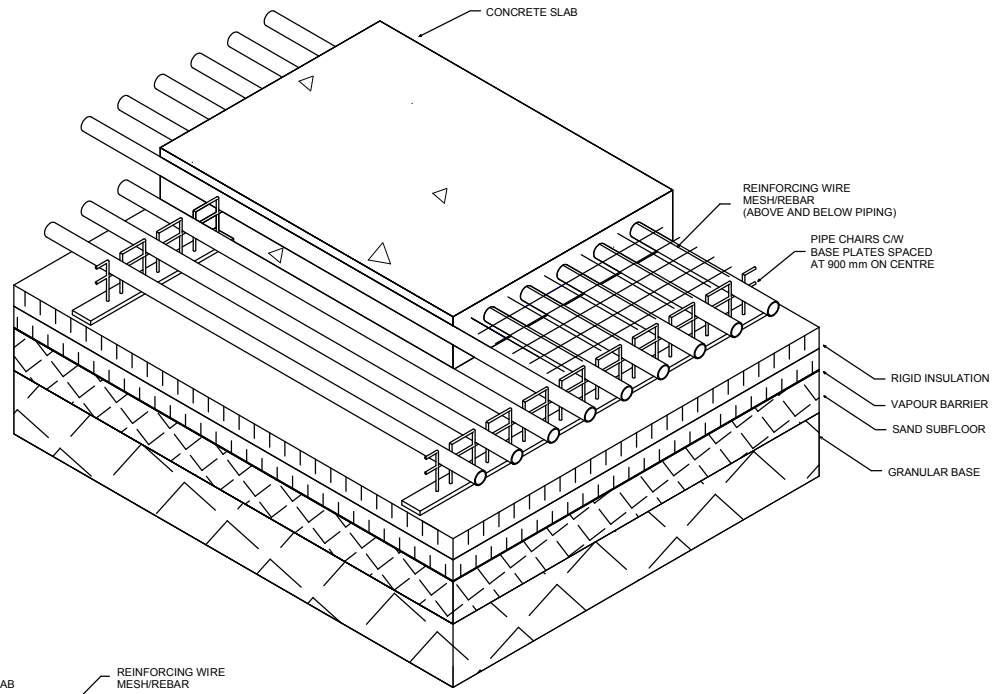
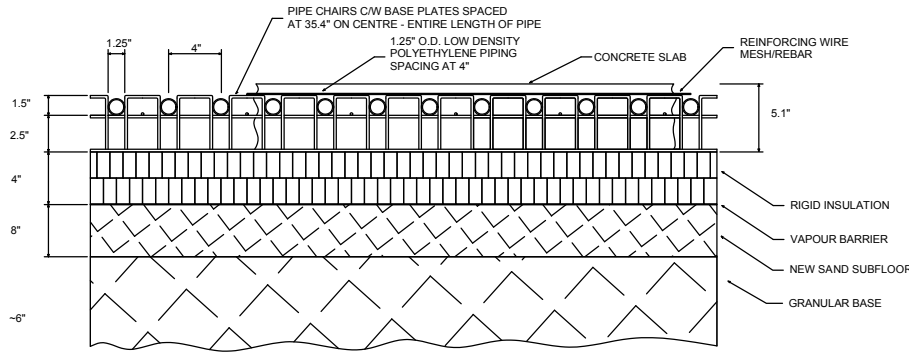
6. Protection under the General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to any of the Additional Insured identified above.

C e r t i f i c a t i o n I have authorization to issue this Certificate for and on behalf of the Insurer(s). This is certification under my authority that the insurance policies and coverage stated in this Certificate are in effect as stated as per the date of signing. This Certificate is valid until the expiration date(s) indicated unless notice is provided in writing pursuant to section #5 above.

DATE: Yr. Mo. Day	NAME OF INSURANCE COMPANY: ADDRESS: PHONE:	FAX:
-------------------	--	------

INSURANCE BROKER: ADDRESS: PHONE: FAX:	AUTHORIZED OFFICIAL PRINT _____ SIGNATURE _____
---	--

AUTHORIZED STAMP



NOTES

NOTES:
 ALL DETAILS CONTAINED WITHIN ARE FOR REFERENCE ONLY
 THE BIDDER IS RESPONSIBLE FOR FULFILLING THE FUNCTIONAL INTENT
 THE WRITTEN DOCUMENT SUPERSEDES THE DRAWINGS ON ANY DISCREPANCIES BETWEEN THE TWO.

VER #	REVISIONS	DATE	BY

I.B. STOREY
Professional Energy Solutions
 151 GREAT GEORGE STREET, SUITE 302
 CHARLOTTETOWN, PEI, C1A 4K8
 400 APPLEWOOD CRES., SUITE 100
 VAUGHAN, ON, L4K 0C3
 WWW.IBSTOREY.CA

STAMP

DRAWING NUMBER
 16-027 M603

DRAWING NAME
 ARENA FLOOR DETAIL

PROJECT FATHER ERMANO RINK DEMOLITION AND RE-CONSTRUCTION - PHASE 1	CLIENT CITY OF VAUGHAN
---	---------------------------

DATE 16/02/2017	DRAWN BY J. TAYLOR
--------------------	-----------------------

SHEET SIZE C	CHECKED BY I. STOREY
-----------------	-------------------------

REVISION 1.0	SHEET NO. 1 of 4
-----------------	---------------------

16-027 M603

16-027 M603

NOTES

NOTES:
 ALL DETAILS CONTAINED WITHIN ARE FOR REFERENCE ONLY
 THE BIDDER IS RESPONSIBLE FOR FULFILLING THE FUNCTIONAL INTENT
 THE WRITTEN DOCUMENT SUPERSEDES THE DRAWINGS ON ANY DISCREPANCIES BETWEEN THE TWO.

VER #	REVISIONS	DATE	BY

I.B. STOREY
 Professional Energy Solutions
 151 GREAT GEORGE STREET, SUITE 302
 CHARLOTTETOWN, PEI, C1A 4K8
 400 APPLEWOOD CRES., SUITE 100
 VAUGHAN, ON, L4K 0C3
 WWW.IBSTOREY.CA

STAMP

DRAWING NUMBER
 16-027 M603

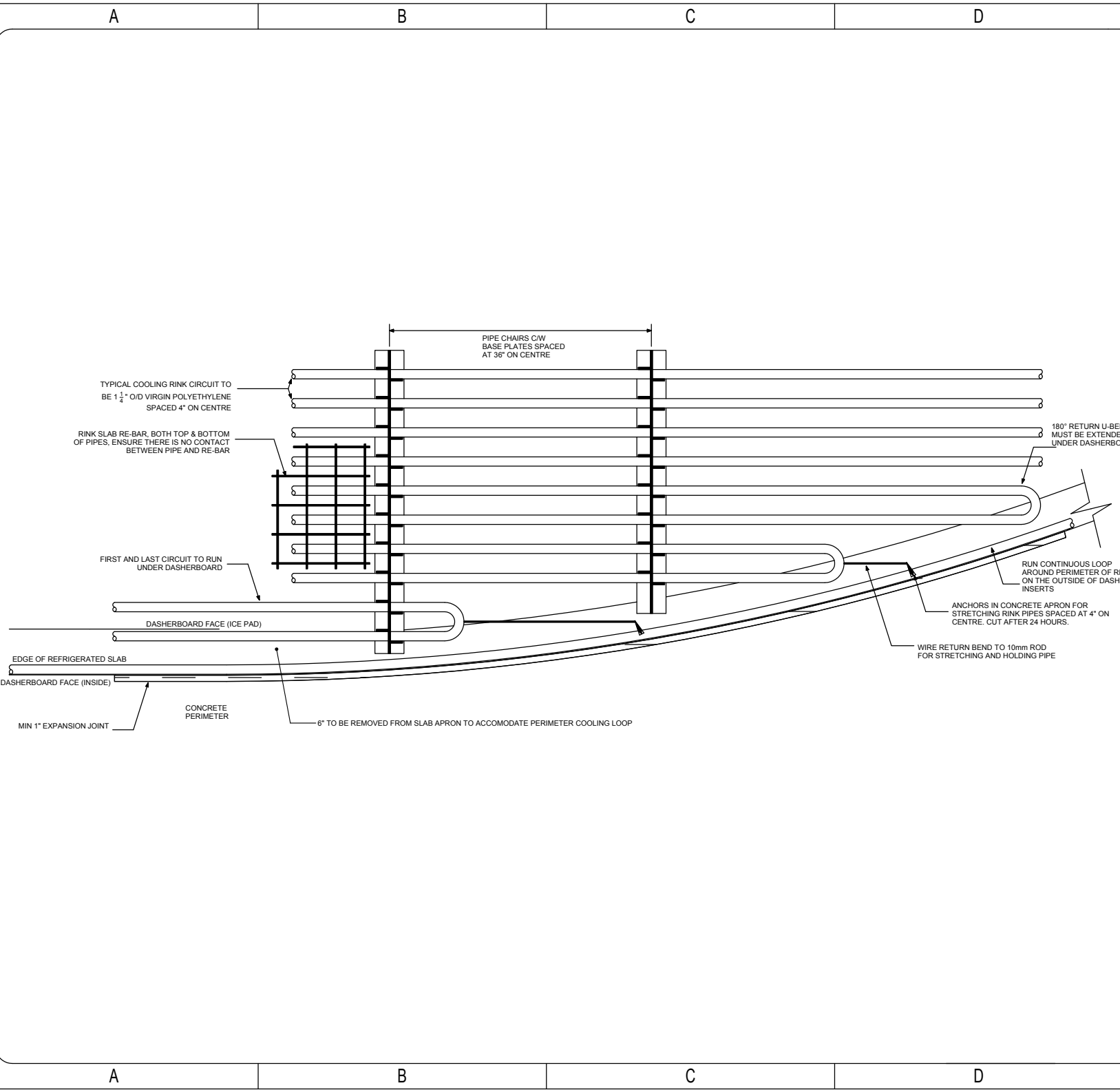
DRAWING NAME
 RINK PIPING DETAIL

PROJECT FATHER ERMANO RINK DEMOLITION AND RE-CONSTRUCTION - PHASE 1	CLIENT CITY OF VAUGHAN
---	---------------------------

DATE 16/02/2017	DRAWN BY J. TAYLOR
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SHEET SIZE C	CHECKED BY I. STOREY
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REVISION 1.0	SHEET NO. 2 of 4
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A

B

C

D

E

1

1

2

2

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4

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5

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A

B

C

D

E

NOTES

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DRAWING NAME
 HEADER DETAIL

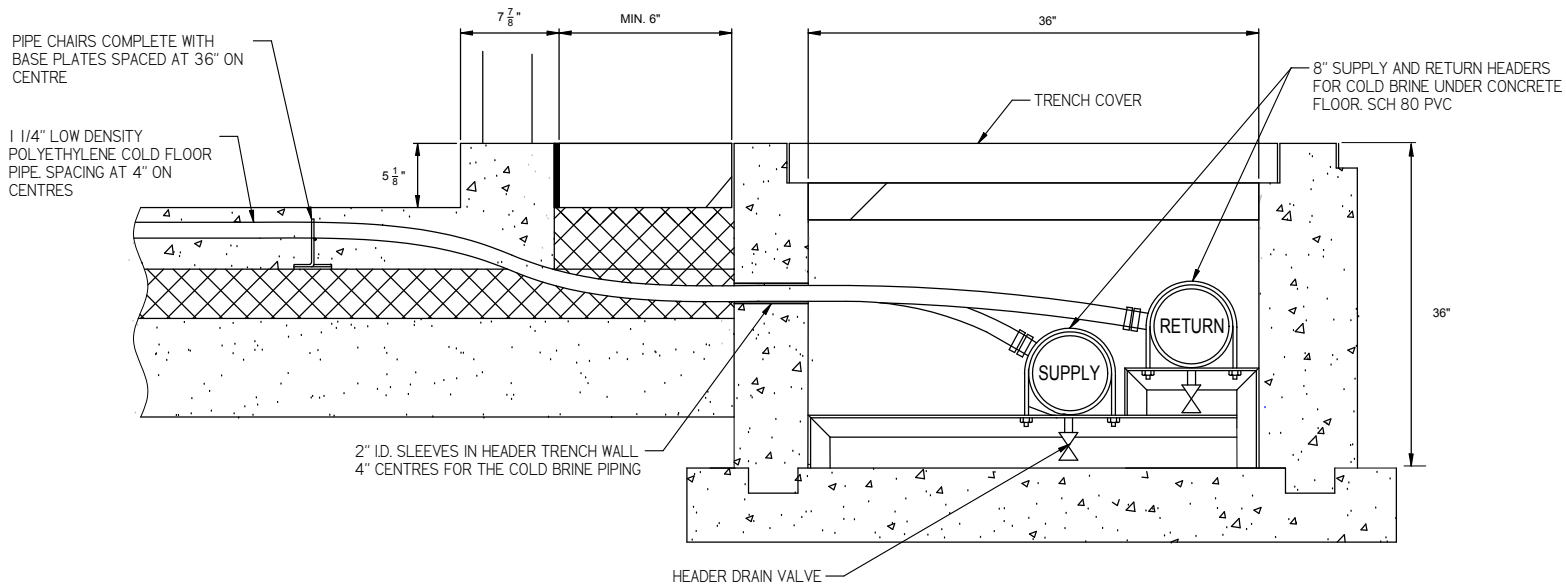
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NOTE: SEE SPECIFICATION IN BID DOCUMENT FOR
 ADDITIONAL DETAILS ON TRENCH COVER CONSTRUCTION.



PIPE CHAIRS COMPLETE WITH
 BASE PLATES SPACED AT 36" ON
 CENTRE

1 1/4" LOW DENSITY
 POLYETHYLENE COLD FLOOR
 PIPE SPACING AT 4" ON
 CENTRES

2" ID. SLEEVES IN HEADER TRENCH WALL
 4" CENTRES FOR THE COLD BRINE PIPING

HEADER DRAIN VALVE

TRENCH COVER

8" SUPPLY AND RETURN HEADERS
 FOR COLD BRINE UNDER CONCRETE
 FLOOR. SCH 80 PVC

SUPPLY

RETURN

36"

5 1/8"

7 7/8"

MIN. 6"

36"

A

B

C

D

E

A

B

C

D

E

1

2

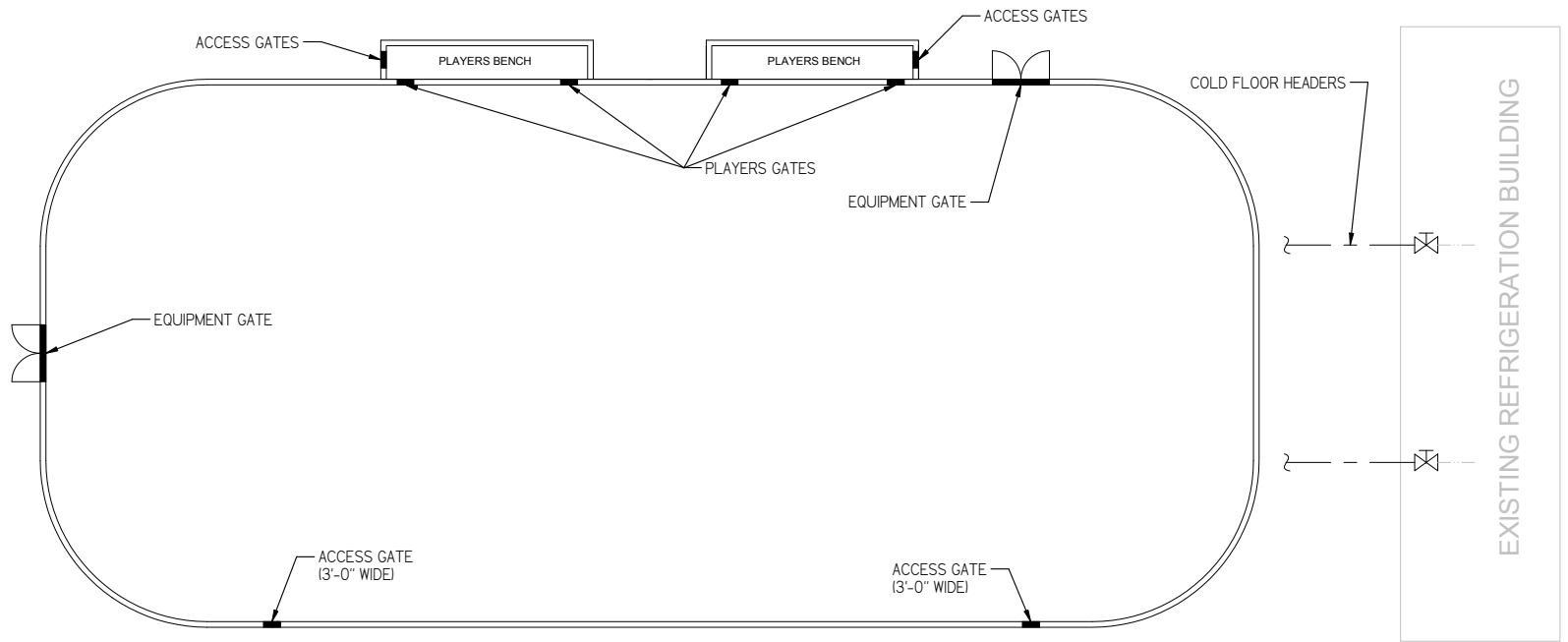
3

4

5

GATE TYPE	WIDTH	THRESHOLD	LATCH TYPE
ACCESS GATE	2'-6" (UNLESS OTHERWISE NOTED)	1-1/2" ABOVE RINK LEVEL	FLUSH PUSH BUTTON LATCH
PLAYER GATE	2'-6"	1-1/2" ABOVE RINK LEVEL	FLUSH PUSH BUTTON LATCH
EQUIPMENT GATE	12' (DOUBLE GATES)	LEVEL WITH RINK	CLAMPING HANDLES WITH RETRACTABLE PIN

BOX DIMENSIONS		
TYPE	LENGTH	WIDTH
PLAYERS BENCH	20'	5'



NOTES

- NEW
- EXISTING
- - - - BRINE

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DRAWING NAME
 ARENA GATE LOCATIONS

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REVISION 1.0	SHEET NO. 4 of 4
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16-027 M603

1

2

3

4

5