



SPECIAL NOTICE:

HALTON REGION

VENDOR CODE OF CONDUCT

As of April 30, 2018, bid opportunities for goods, services and construction projects for Halton Region will include Halton's new Vendor Code of Conduct. This agreement requires vendors to demonstrate solid business integrity, alignment with Halton Region's core values and high standards of ethical behaviour.

To be eligible for selection, bidders must confirm that they will comply with the Vendor Code of Conduct by signing the acknowledgement form and including it with their bid submission. **This requirement applies to bid documents that are issued after April 30, 2018.**



The Regional Municipality of Halton

**SPECIAL NOTICE:
CONFORMITY WITH THE *CONSTRUCTION*
ACT (ONTARIO)**

**THIS PROCUREMENT PROCESS WAS
COMMENCED ON OR AFTER JULY 1, 2018**

Please note that significant amendments to the act formerly known as the *Construction Lien Act*, and now known as the *Construction Act*, (the “Act”) came into effect on July 1, 2018. These amendments apply with respect to an improvement if a procurement process for the improvement was commenced by the owner of the premises on or after July 1, 2018.

In accordance with the legislation, Halton Region will apply the new rules that came into effect on July 1, 2018 under the Act and the regulations thereunder to this procurement process and to the related improvement.

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BIDDER'S CHECK SHEET

Document Package

1. Each Document Package issued by the Region shall include the following:
 - a) Bidder's Label (Green or downloaded from website)
 - b) Front Cover Signature Sheet
 - c) Bidder's Check Sheet
 - d) Instructions to Bidders
 - e) General Conditions Of Contract
 - f) Supplementary Conditions
 - g) Special Provisions
 - h) Specifications & Drawings
 - i) Pricing Summary
 - j) Addendum/Addenda (if issued)
 - k) Forms: Vendor Code of Conduct, Contractor Checklist, Sample Certificate of Insurance, Vendor and Direct Deposit Application, Notice of No Bid

Bid Package

2. Bidders **must** return the following completed:
 - a) Front Cover Signature Sheet
 - b) Pricing Summary
 - c) Vendor Code of Conduct Acknowledgement Form

Documentation Required Prior to Award

3. Contractors **must** submit prior to award the following forms to the satisfaction of the Region:
 - a) Material Safety Data Sheets, if applicable
 - b) Contractor Checklist (copy included in bid document)
 - c) Certificate of Insurance (sample included in bid document)
 - d) WSIB Clearance Certificate
 - e) Vendor and Direct Deposit Application Form

Contacts

4. Any questions regarding this Request for Quotations are to be submitted in writing through Halton Region's website at Bids and Tenders (<https://haltonregion.bidsandtenders.ca>) by using the "Submit a Question" link associated with this bid request.

Questions are to be submitted **no later than Friday, October 19, 2018 at 4:00 p.m.**

The Region reserves the right to neither accept nor consider any questions received after 4:00 p.m. on the date specified above. The Region will review all questions received and prepare a response that is made available, as an addendum if necessary, to all Document Takers.

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INSTRUCTIONS TO BIDDERS

1. **Definitions**

1.1 The following definitions shall apply throughout the Document Package:

- a) “Act” means the Occupational Health and Safety Act, R.S.O. 1990, as amended.
- b) “Agreement” means the contract between HCHC and a Contractor, which shall incorporate the General Terms and Conditions and all other requirements outlined in this Document Package.
- c) “Award” or “Award of Bid” means the selection by HCHC of one or more successful Bid(s) for the provision of services in this competitive bidding process.
- d) “Bid” means an offer or submission from a Bidder in response to a Request for Tenders or Quotations
- e) “Bid Package” means the documents listed in section 2 on the Bidder’s Check Sheet.
- f) “Bidder” means one who submits a bid. Refer to section 2 “Submission Requirements” on the Instruction to Bidders.
- g) “Closing Date” means the date indicated on the Front Cover Signature Sheet.
- h) “Closing Time” means 2:00 p.m. Oakville time on the Closing Date.
- i) “Contractor” means a successful Bidder in respect of whose Bid an Award is made.
- j) “Document Package” means the documents listed in section 1 on the Bidder’s Check Sheet.
- k) “HCHC” means Halton Community Housing Corporation.
- l) “HST” means tax payable under the *Excise Tax Act*, R.S.C. 1985,c.E-15.
- m) “Region” means The Regional Municipality of Halton.
- n) “Regional Representative” or “HCHC Representative” means the Region’s employee who has been designated to perform supervisory functions with respect to the services.
- o) “Regulations” means the regulations under the Occupational Health and Safety Act, R.S.O. 1990, as amended.
- p) “Related Corporation” can be defined as any body corporate:
 - i. which beneficially owns, directly or indirectly, voting securities carrying more than 50 percent of all voting rights of the bidder; or
 - ii. in which the bidder owns, directly or indirectly, voting securities carrying more than 50 percent of all voting rights of the body corporate.

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- p) "Standards and Guidelines" means the applicable industry standards and guidelines for the goods and services described in this Document Package.

2. Submission Requirements

- 2.1 Bidders are to be registered as a Plan Taker with Bids and Tenders at <https://haltonregion.bidsandtenders.ca> and have obtained their bid document for this Tender or Quotation from Bids and Tenders or the Region in order to submit a Bid.

Should the Region receive a Bid that is subsequently found to be from a Bidder that is not a registered Plan Taker with Bids and Tenders, and the Bidder did not obtain their bid document from Bids and Tenders or the Region, the Region reserves the right to remove the bid from further consideration during the review process.

- 2.2 Bids shall be addressed to the Office of the Manager of Purchasing, The Regional Municipality of Halton, 1151 Bronte Road, OAKVILLE, Ontario, L6M 3L1, and must be received by the Office of the Manager of Purchasing no later than the Closing Date and Closing Time.
- 2.3 The use of any means of delivery of a Bid shall be at the risk of the Bidder and delivery before the above mentioned Closing Date and Closing Time to any employee of the Region other than staff in the Office of the Manager of Purchasing will not be regarded as receipt by the Office of the Manager of Purchasing.
- 2.4 The Bidder shall complete and affix the enclosed Bidder's Label to the outside of their sealed envelope prior to submission so that it is visible to the Office of the Manager of Purchasing. For Bidders who register and download the document package from <https://haltonregion.bidsandtenders.ca>, the label is the last page of the document and is to be affixed (glued) to the outside of the sealed envelope prior to submission so that it is visible to the Office of the Manager of Purchasing.
- 2.5 Before being placed in the tender box, the Bid envelope will be marked by the Office of the Manager of Purchasing with the time and the date that the envelope was received by the Office of the Manager of Purchasing.
- 2.6 Tenders will be opened, read and recorded publicly by the Bid Opening Committee on the Closing Date, commencing at 2:15 p.m., at the Region at the address in paragraph 2.2.
- 2.7 Formal Quotations will be opened in the Office of the Manager of Purchasing on the Closing Date, commencing at 2:15 p.m. and prices will not be read out or disclosed.
- 2.8 The Region reserves the right to read out or not read out prices at the Bid opening. The Region may, at its discretion, read only Bidders' names to acknowledge the receipt of the Bids.
- 2.9 Bids shall be in ink.

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- 2.10 Bids submitted by facsimile or email will not be accepted.

3. Vendor Code of Conduct

- 3.1 The Vendor Code of Conduct, as included in the bid document, sets out the principles applicable to vendors that wish to establish and maintain a business relationship with the Region.

The Region is confirming its intention to do business with vendors that demonstrate solid business integrity that aligns with the Region's core values and high standards of ethical behaviour expected by the Region. The Vendor Code is not to be read in lieu of, but in addition to the vendor's obligations as set out in any agreements between the Region and the Vendor. Vendors conducting business with Halton Region are responsible to familiarize themselves with the Vendor Code of Conduct and comply with it. Vendors must also inform their employees, officers, agents, representatives and any sub-contractors about their responsibilities relating to the Vendor Code of Conduct.

- 3.2 Bidders are to complete, sign and return the Vendor Code of Conduct Acknowledgement Form with their bid submission. Should a Bidder fail to submit the signed Vendor Code of Conduct Acknowledgement Form, such failure will be considered a minor irregularity and they will be notified of the bid irregularity. Notwithstanding the Chart of Bid Irregularities, the failure of the Bidder to complete and submit the signed Form to the Region within two working days will result in automatic rejection.

4. Privilege Clause

- 4.1 The Region shall have the right to reject any or all Bids. Lowest bid will not necessarily be accepted. The Region reserves the right to accept any portion of a Bid.
- 4.2 The Region in determining which Bid will result in an Award, may consider delivery date, quality of goods offered, price, discount for prompt payment of invoices (i.e. 2% - 20 days, or better), special or extra costs involved therein, enhancements to minimum specifications, Bidder's qualifications, reliability as reflected by reference checks or such other criteria that may be set out in this Document Package.
- 4.3 The Manager of Purchasing may cancel the Request for Tenders / Quotations at his/her sole discretion.
- 4.4 The Region or HCHC shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance or delay in awarding the Bid.

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5. *Bid Irregularities*

- 5.1 Irregularities in connection with any Bid shall be dealt with according to the attached Chart of Bid Irregularities. This Chart of Bid Irregularities was approved by Regional Council on June 23, 2010.
- 5.2 In accordance with the Chart of Bid Irregularities, Bids that are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures or alterations (unless properly and clearly made and initialled by the person signing the Bid) or irregularities of any kind may be rejected as informal.
- 5.3 Prior to submission, erasures, overwriting or strike-outs shall be initialled by the person signing the Bid.

6. *Clarification*

- 6.1 Where the Region requires clarification about the Bid, the Region shall request in writing that clarification and the clarification provided by the Bidder shall form part of the Bid.
- 6.2 In addition to the requirements for the Bid set out in this Document Package, Bidders wishing to provide additional information may include attachments to expound on their Bid.
- 6.3 Prior to Award of Bid, the Region reserves the right to inspect or have a demonstration of the goods offered. Any cost relating to the demonstration is the responsibility of the Bidder.

7. *Withdrawal or Revision of Bids*

- 7.1 A Bidder may withdraw or revise all or part of a Bid at any time up to the Closing Date and Closing Time in accordance with the procedure outlines in section 6.2. The last Bid received by the Region prior to the Closing Date and Time shall supersede and invalidate all Bids previously submitted by that Bidder for this Request for Tenders / Quotations.
- 7.2 Prior to the Closing Date and Closing Time, a Bidder may withdraw or revise all or part of a Bid by submitting a letter on the bidder's letterhead to the Manager of Purchasing requesting removal of the previously submitted Bid from the tender box. The letter must bear the signature of an authorized signing officer of the Bidder. The Manager of Purchasing will mark on the letter the time and date of receipt, will place the letter in the tender box, and return the bid to the Bidder. The Bidder may submit a revised bid prior to the Closing Date and Closing Time.

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8. *Bidder's Responsibility*

- 8.1 It will be the Bidder's responsibility to clarify with the Region any questions raised by this Document Package before submitting its Bid by contacting the appropriate individual as set out on the Bidder's Check Sheet.

9. *Pricing Summary*

- 9.1 Bidders are to fill in the following information on the Pricing Summary:
- a) **Prices:** Prices shall include applicable duty and excise tax only. The prices that Bidders use to complete the Pricing Summary shall be exclusive of any taxes, existing or announced (i.e. GST, PST and HST), unless otherwise indicated. Prices shall be in Canadian Dollars.
 - b) **Unit Price:** In the event of an inconsistency or mathematical error between a unit price and a total price based on estimated quantity, the unit price shall be deemed to be correct and the total price shall be corrected accordingly.
 - c) **Total Tender Price:** In the event of an inconsistency or mathematical error such that the Total Tender Price is not the sum of amounts tendered for the individual items, the amounts tendered for the individual items shall be deemed to be correct and the Total Tender Price shall be corrected accordingly.
 - d) **Taxes:** Applicable H.S.T. shall be broken down and shown separately on the Pricing Summary, if requested, and all future invoices.
 - e) **Delivery:** Include transportation and delivery charges fully pre-paid by the Bidder at its cost to any specified destination with the corporate limits of the Region, unless otherwise specified in the document Package.
 - f) **Payment Terms:** If a payment discount is not offered, then payment shall be made 30 days from the date of invoice or receipt of goods, whichever is later.
 - g) **GST/HST Registration Number:** The Bidder shall indicate their current registered GST/HST number.
 - h) **WSIB Certificate Number:** The Bidder shall indicate their current WSIB certificate number.
 - i) **Addenda:** The Bidder shall acknowledge the number of addenda received prior to the Closing Date and Closing Time.
 - j) **References:** The Bidder shall provide the Bidder's experience in similar supply contracts by stating the name of the company, contact name, phone number and/or email address and annual contract value.
 - k) **Material Safety Data Sheets:** The Bidder shall indicate if the supplied products require Material Safety Data Sheets.
- 9.2 Failure to complete the Pricing Summary in full may result in disqualification of the Bid.

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10. Addendum

- 10.1 Through Addendum, the Manager of Purchasing may:
- a) revise, delete, add to or substitute any part of the Document Package;
 - b) extend the Closing Date; or
 - c) provide a written explanation or interpretation.
- 10.2 No oral explanation or interpretation by the Region shall modify any of the requirements or provisions of the Document Package.
- 10.3 Bidders are advised that addenda will be posted at <https://haltonregion.bidsandtenders.ca> under the applicable bid call.
- 10.4 Bids and Tenders will attempt to notify each Plan Taker by email, of the issuance of an addendum to the bid document. Bids and Tenders will use the email address supplied by the Plan Taker at the time of bid document purchase. Neither the Region nor Bids and Tenders will be responsible for missing or invalid email addresses.
- 10.5 Notwithstanding section 9.4, it is the Bidder's sole responsibility to view and/or download all applicable addenda prior to submitting a bid.

11. Award and Irrevocability of Bid

- 11.1 HCHC shall have ninety (90) days from the Closing Date to make an Award and the Bid shall be irrevocable during this time.
- 11.2 The Region shall notify all bidders of the award.

12. Bid Deposit

- 12.1 Where a bid deposit is required by the Special Provisions in the Document Package, the Bidder shall submit a bid deposit in the form and amount specified with the Bid. Where no Bid deposit is specified in the Special Provisions, none is required.
- 12.2 The Region will retain the bid deposits of the three (3) low Bidders following the opening of tenders and will return all other bid deposits. The Region will return bid deposits to the three low Bidders upon execution of the Contract with the accepted Bidder. The Region will only cash a bid deposit in the event that an accepted Bidder fails to execute a contract with HCHC.
- 12.3 The Region will not pay interest for the bid deposits.

13. Tied Bids

- 13.1 In the event that the evaluation of the bid submissions determines that two or more submissions are exactly the same amount to the penny then the Region shall have the sole right to select the successful Bidder. The Region may, at its sole option, conduct a coin toss in the presence of the two Bidders to select the successful Bid. The Region shall determine the manner and rules that shall govern the coin toss.

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14. Claims or Litigation

- 14.1 The Region and HCHC reserve the right not to accept a Bid from or make an Award to any Bidder or Related Corporations, which has a claim or instituted a legal proceeding against the Region or HCHC or against whom the Region or HCHC has a claim or instituted a legal proceeding.

15. Freedom of Information

- 15.1 The information collected in response to this Request for Tender/Quotation is collected under the authority of the Region's Purchasing By-law No. 65-10, as amended. The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed in the Bidder's Check Sheet.

16. Ontario Regulation 191/11 – Integrated Accessibility Standards

- 16.1 Pursuant to *Ontario Regulation 191/11 – Integrated Accessibility Standards*, under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Region is required to incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so.

When determining which bid will result in an award the Region may, in its sole discretion and without limiting any of its other express or implied rights regarding the discretion to make an award, consider whether the goods, services or facilities to be provided incorporate accessibility design, criteria and features.

17. Green Procurement

- 17.1 The purpose of Halton Region's Green Procurement Policy is to acquire goods and services ("products") from suppliers that generate positive environmental outcomes, and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products.
- 17.2 Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed.

18. Ontario Electronic Stewardship (OES) Waste Electrical and Electronic Equipment (WEEE) Fees

- 18.1 OES WEEE Fees are fees charged to industry stewards. It is another cost of their doing business. It is *not* a tax or fee that is the direct responsibility of the customer (like GST, HST etc.).
- 18.2 For further information, the following is a link to the Ontario Electronic Stewardship website: <http://www.ontarioelectronicstewardship.ca/>

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- 18.3 Thus the bid price(s) provided by a Bidder in the Pricing Summary must be inclusive of OES WEEE fees.

19. Non-Resident Withholding Tax

- 19.1 Halton Community Housing Corporation is obligated under paragraph 153(1)(g) of the Income Tax Act and Subsection 105(1) of the Income Tax Regulations to withhold 15% from payments of fees, commissions, or other amounts paid to non-resident individuals, partnerships or corporations, in respect of services rendered in Canada. Halton Community Housing Corporation would not be required to withhold under Regulation 105(1) if the non-resident obtains a Waiver Certificate from the Canada Revenue Agency prior to the commencement of the engagement.
- 19.2 Should Halton Community Housing Corporation award a bid to a non-resident individual, partnership or corporation, Halton Community Housing Corporation will withhold the applicable amount, in accordance with the above, for services rendered in Canada unless a Waiver Certificate from the Canada Revenue Agency is provided to Halton Community Housing Corporation.

20. Intellectual Property

- 20.1 All reports, plans, designs, and other documents to be produced by the successful Bidders to this Request for Tender/Quotation shall, on submission to the Region/HCHC, become the property of the Region/HCHC.

21. Digital Drawings

- 21.1 Should a Document Taker choose to print any of the drawings supplied by the Region in a PDF format, to preserve the scale of the prints, the Document Taker must disable all page scaling options during printing. The Region or HCHC assumes no responsibility whatsoever for the Bidder's failure to properly print, including the failure to print to the proper scale, any drawings supplied by the Region.
- 21.2 It is the Bidder's sole responsibility to verify that all PDF drawings are printed without PDF scaling enabled by verifying the final PDF prints with the associated drawing scale references in the applicable drawings title block.

22. Documentation Required Prior to Award

- 22.1 Upon request from the Region, the Contractor shall submit the following information to the Office of the Manager of Purchasing:
- a) **Material Safety Data Sheets:** The Contractor shall submit current Material Safety Data Sheets relating to goods supplied for this contract, if applicable. The Contractor retains the responsibility to ensure that Material Safety Data Sheets related to the supplied goods are current (three years from date of certification or less).

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- b) **Contractor Checklist:** The Contractor shall complete and submit the Contractor checklist included in the Document Package. The purpose of this checklist is to provide the Region with information on the Contractor's Health and Safety Program.
 - c) **Insurance Certificate:** The Contractor shall obtain and submit a Certificate of Insurance meeting all requirements of the Document Package and in a form acceptable to the Region. A sample Insurance Certificate is included in the Document Package.
 - d) **Workplace Safety and Insurance Certificate:** The Contractor shall obtain and submit a certificate of good standing (certificate of clearance) as evidence of compliance with all requirements of the *Workplace Safety and Insurance Act, 1997* and its regulations, as amended.
- 22.2 If the Contractor fails to provide the required documentation within ten (10) working days of the Region's request, the Contractor shall forfeit its bid deposit, if any. If the Contractor continues to fail to provide the required documentation within five (5) working days of forfeiting its bid deposit, the Region may disqualify the bidder from the tender/quotation.
- 22.3 If no bid deposit is required and if the Contractor fails to provide the required documentation within fifteen (15) working days of the Regions' request, the Region may disqualify the Bidder from the tender/quotation.

23. *Electronic Payment Deposit*

- 23.1 The Region strongly encourages the Contractor to complete the Vendor and Direct Deposit Application Form included in the Document Package. Bidders are not to include the Vendor and Direct Deposit Application Form with their bid submission. The successful bidder(s) may fax or email the Vendor and Direct Deposit Application form directly to Accounts Payable at fax number (905) 825-3463 or email: accounts.payable@halton.ca.

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CHART OF BID IRREGULARITIES

<u>IRREGULARITY</u>	<u>RESPONSE</u>
Late bids	Automatic rejection
Signature missing from signature page	Automatic rejection
Failure to return the documents as specified in the bid solicitation	Automatic rejection
Bids containing major errors or omissions	Automatic rejection, where the Region determines that such errors or omissions affect price or have a material impact on the bid
Bids received on forms other than those specified in the bid solicitation	Automatic rejection, unless specifically permitted in the bid solicitation
Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection, unless the qualification is minor and does not have a material impact on the bid
Part bids (all items not bid)	Automatic rejection, unless specifically permitted in the bid solicitation
<u>Bid deposits (when required by bid solicitation)</u> (a) Signature missing from bid deposit (b) Bid deposit incomplete or not in the form specified in the bid solicitation (c) Issuing institution not approved by the Region (d) Insufficient or no bid deposit submitted	Bidder will be notified of irregularity. Failure to submit bid deposit that meets the requirement of the bid solicitation within two working days* will result in automatic rejection
Bids containing minor errors or omissions that do not affect price or have a material impact on the bid	The Region may either: a) Notify bidder of the irregularity. Failure of bidder to correct/complete and initial correction/completion within two working days* will result in automatic rejection; or b) Accept the bid with the minor error or omission
Un-initialled changes to the submission that are minor and do not affect price or have a material impact on the bid	The Region may either: a) Notify bidder of irregularity. Failure of bidder to initial changes within two working days* will result in automatic rejection; or b) Accept the bid without changes initialled

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<u>IRREGULARITY</u>	<u>RESPONSE</u>
Unit prices in the schedule of prices have been changed but not initialled	Bidder will be notified of irregularity. Failure to initial changes within two working days* will result in automatic rejection
Bids not completed in ink	Bidder will be notified of irregularity. Failure to supply bid in ink with original signature within two working days* will result in automatic rejection
Signatures not completed in ink or reproduced by mechanical or electronic means	Bidder will be notified of irregularity. Failure to supply bid in ink with original signature within two working days* will result in automatic rejection
Mathematical calculations that are not consistent with the unit prices or total prices that are not consistent with unit prices	Unit prices shall govern and the bid will be corrected accordingly The Region may either: a) Notify bidder of irregularity. Failure of bidder to initial changes within two working days* will result in automatic rejection; or b) Accept the bid without corrections initialled
Error in calculation of taxes	Pre-tax total price shall govern and the bid will be corrected accordingly
Bid documents which suggest the bidder has made a major mistake in calculations of bid	Consultation with the Commissioner of Legislative & Planning Services and Corporate Counsel on a case-by-case basis, and where deemed necessary report to Committee and Council

* Where "working days" specified, this is from the hour the bidder is notified by Regional staff of irregularity.

Regional Council Approved on June 17, 2015



The Regional Municipality of Halton

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT**

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Definitions

In the General Conditions, the following words have the meanings indicated:

- (a) “Additional Work” means work or materials not provided for in the Contract and not considered by the Consultant to be essential to the satisfactory completion of the Contract within its intended scope.
- (b) “Applicable Laws” means all applicable relevant law, statutes, regulations, guidelines and policies having the force of law, official plans, zoning by-laws, development and site plan agreements, building codes, and includes, without limitation all applicable federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes, now or hereafter in existence having the force of law.
- (c) "Authorized", "directed", “instructed”, "required", "requested", "approved", "ordered", "sanctioned", “submitted”, "considered", "satisfactory" and similar words or phrases shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, instructed, required, requested, approved, ordered, sanctioned or considered by, or submitted or satisfactory to the Consultant.
- (d) “Change in the Work” means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods or drawings, changes in the character of the Work or materials within the intended scope of the Contract.
- (e) “Change Order” means a written amendment to the Contract signed by the Contractor and the Owner and/or the Consultant where so authorized stating their agreement upon:
 - a Change in the Work;
 - Extra Work or Additional Work;
 - the method of adjustment or the amount of adjustment in the Contract Price, if any;
and
 - the extent of the adjustment in the Contract Time, if any.
- (f) “*Construction Lien Act*” means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended and the regulations thereunder.
- (g) “Constructor” means the Contractor, for the purposes of, and within the meaning of the *Occupational Health and Safety Act*.
- (h) "Consultant" means the person, partnership or company as may be designated or authorized by the Owner to act on its behalf in the administration of the Contract. The Consultant may be Regional staff.
- (i) "Contract" means the Agreement entered into between the Region and the Contractor for among other things, and not limited to the provision of design services, professional services, labour, materials and equipment for the execution of

the Work by the Contractor and sets out their respective duties, responsibilities and obligations as prescribed in the Contract Document and represents the entire agreement between the Region and the Contractor.

- (j) "Contract Documents" consist of the executed Agreement between the Region and the Contractor, Addenda, Special Provisions, Information for Tenderers, Contract Drawings, Supplementary Specifications, Standard Specifications, Form of Tender, Supplementary General Conditions, General Conditions of the Contract and any other such documents as provided for in the tender documents, including amendments made in writing pursuant to the provisions of the Contract and agreed upon between the parties.
- (k) "Contract Price" means the price offered by the Contractor and accepted by the Region as stipulated in the Contract.
- (l) "Contractor" or a pronoun in place thereof, means the person or persons who execute the Contract with the Region who have undertaken to carry out the Contract.
- (m) "Contract Time" means the time stipulated in the Agreement for completion of the Work by the Contractor, and subject to such extensions as the Consultant may allow in writing in accordance with GC 5.4 - DELAY.
- (n) "Designated Holiday" means the following days:

New Year's Day	Civic Holiday (Simcoe Day)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	
- (o) "*Employment Insurance Act*" means *Employment Insurance Act*, S.C. 1996, c. 23, as amended and the regulations thereunder.
- (p) "Extra Work" means work or materials not provided for in the Contract but considered by the Consultant to be essential to the satisfactory completion of the Contract within its intended scope.
- (q) "*Occupational Health and Safety Act*" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O. 1, as amended, and the Regulations and guidelines thereunder.
- (r) "Plans" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work under the Contract.
- (s) "Plant", unless the context requires a different meaning, means every temporary or accessory means necessary or required to carry on or complete the Work in the time and manner herein provided.

- (t) "Provide" shall include all labour, materials and services necessary to supply and install complete, the item of work referred to, unless the context prescribes otherwise.
- (u) "Region" means The Regional Municipality of Halton and "Owner" shall have the same meaning.
- (v) "Shall", "may", "herein", "person", "writing" or "written", "surety" and "security" and words used in the singular number or the masculine gender, shall have the meaning and effect as given in the *Interpretation Act*, R.S.O. 1990, c. I. 11, as amended.
- (w) "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, product data and other data which the Contractor provides to illustrate details of portions of the Work.
- (w) "Site" means the location of the Work.
- (x) "Sub-Contractor" means a person, partnership or corporation having a direct contract with the Contractor to perform part or parts of the Work or to supply products to the Works.
- (y) "Warranty Period" means the period from the date of substantial performance of the Contract, as set out in the Substantial Performance Certificate, to the date of issuance of the Final Acceptance Certificate and shall not be less than twelve (12) months.
- (z) "Work", "work", "Works" or "works", unless the context requires a different meaning, means the total construction and related services, including but not limited to, the supply of all materials, products, labour, supervision, services, permits, licenses and warranties, required to complete the Contractor's obligations under the terms and conditions of the Contract Documents, including all Extra or Additional work, as herein provided.
- (aa) "Working day" means any day except Saturdays, Sundays and Designated Holidays.
- (bb) "WSIB Act" means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A., as amended, and the regulations thereunder.
- (cc) References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural, as applicable, and vice versa as the context requires.

- (dd) The headings used in this Agreement have been inserted for convenience and ease of reference only and in no way limit, enlarge or define the scope of the meaning of any provision.

PART 1 – GENERAL PROVISIONS

GC 1.1 Contract Documents

- 1.1.1 The Contract Documents are complementary and what is required by any one shall be binding as if required by all.
- 1.1.2 Materials and work which are not specifically described or shown in the Contract Documents but the necessity of which can be reasonably inferred from the Contract Documents shall be supplied and performed by the Contractor at no additional cost to the Region and the Contractor shall not claim extra payment or an extension of the Contract Time.
- 1.1.3 In the event of any inconsistency or conflict in the Contract Documents, the Contract Documents shall take precedence and govern as follows:
- (1) Agreement
 - (2) Addenda
 - (3) Special Provisions
 - (4) Contract Drawings
 - (5) Supplementary Specifications
 - (6) Standard Specifications
 - (7) Form of Tender
 - (8) Supplementary General Conditions
 - (9) General Conditions
 - (10) Shop Drawings
- 1.1.4 Subject to GC 1.1.3, where a document that forms part of the Contract Documents contains conflicting provisions, the more stringent provision shall apply and later revisions or drafts shall prevail over earlier revisions or drafts.
- 1.1.5 Figured dimensions shall govern over scaled dimensions.
- 1.1.6 Any work or material not specified in the Contract Documents but which may be fairly implied as included in the Contract, of which the Consultant shall be the judge, shall be done or furnished by the Contractor as if such work or material had been specified.
- 1.1.7 The location of fixtures, outlets, conduit, piping, etc. shown or specified but not dimensioned shall be considered approximate. The actual location shall be as required to suit the job conditions and as approved by the Consultant.

- 1.1.8 The organization of the Specifications into divisions, sections, articles and arrangement of drawings, is for convenience only. The Specifications shall be read as a whole.
- 1.1.9 The Region shall provide the Contractor, without charge, 5 copies of the Contract Documents in addition to an originally executed Contract.
- 1.1.10 The Contractor may request additional copies of the Contract Documents at the Contractor's cost in an amount equal to the Region's cost of reproduction and applicable taxes plus 10% for the Region's administration costs.
- 1.1.11 In all cases of misunderstandings or disputes, oral arrangements will not be considered and the Contractor must produce written authority found within the Contract Documents that support his contentions, and shall advance no claim in the absence of such written authority, and shall not use, or attempt to use, against the Region any conversation with any person.

GC 1.2 Law

- 1.2.1 The Contract shall be governed by the laws of the Province of Ontario and the parties attorn to the jurisdiction of Ontario for the resolution of disputes.

GC 1.3 Assignment

- 1.3.1 The Contractor shall keep the Work under its personal control, and except as provided in the Contract Documents, shall not assign, transfer, or sub-contract any portion of the Work without the written consent of the Consultant. The consent of the Consultant to any such assignment, transfer, or sub-contracting, shall not relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the Work according to the terms of the Contract.
- 1.3.2 If the Consultant consents to an assignment, transfer or sub-contracting of the Work, the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if the Contractor performed the Work.

PART 2 – ADMINISTRATION OF THE CONTRACT

GC 2.1 Authority of the Consultant

- 2.1.1 The Region may appoint a Consultant who may act on behalf of the Region for all purposes in relation to the Contract.

GC 2.2 Role of the Consultant

- 2.2.1. The Consultant shall interpret and make such corrections of the Contract Documents as may be necessary for fulfilment of their intent.

- 2.2.2 The Consultant shall resolve any discrepancies, differences of opinion, misunderstanding as to the meaning of the Contract, any omissions from the Contract or disputes as to the quality, dimensions or sufficiency of the materials, Plant or Work, as to the due and proper execution of the Work, as to the measurement or quantity or valuation of any Works executed or to be executed under this Contract.
- 2.2.3. Subject to GC 7.1 NEGOTIATION, MEDIATION & ARBITRATION, any decision of the Consultant shall be binding upon the parties and shall be final.

GC 2.3 Review and Inspection of the Work

- 2.3.1 All Work to be done under the Contract shall be done to the satisfaction of the Consultant. The Consultant shall see that the provisions of the Contract are faithfully adhered to, especially with regard to the quality of workmanship and materials, and may stop the Work entirely if there is not a sufficient quantity of suitable and approved material on the Site to carry on the Work properly or for any good and sufficient reason. The Consultant is not responsible for the acts or omissions of the Contractor, any Sub-Contractors, agents, employees, or any other persons performing the Work.
- 2.3.2 The Consultant may require the Contractor to take appropriate action, including suspension, against any worker for wilful negligence or disregard of orders and the Contractor shall ensure that any worker so disciplined is forthwith removed from the Site.
- 2.3.3 Materials and equipment and the process of preparation or manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Consultant. The Consultant shall give the Contractor reasonable notice of inspection or testing.
- 2.3.4 The Contractor shall notify the Consultant in writing at least seven days prior to the commencement of preparation or manufacture of materials or equipment, of the time and place at which such preparation or manufacture is to commence in order that the Consultant may be present. The Contractor shall notify the Consultant in writing of proposed dates of delivery of materials and equipment and shall not have such materials or equipment delivered to the Site until authorized in writing by the Consultant.
- 2.3.5 The Consultant shall have the right at all reasonable times and upon reasonable notice to the Contractor to visit, enter and carry out inspection at or take samples from any buildings, factories, workshops, works or sites of the Contractor or others wherever any materials are being prepared, manufactured or treated, or other work is being done in connection with this Contract.
- 2.3.6 No materials or equipment required by the Contract or by the Consultant to be inspected or tested by or in the presence of the Consultant shall be incorporated into the Work until inspection or testing has occurred to the satisfaction of the Consultant.

- 2.3.7 The Contractor shall provide, and shall ensure that all Sub-Contractors provide, reasonable assistance and co-operation to the Consultant in examining, inspecting and testing the work, for which no additional cost to the Contractor will be allowed.
- 2.3.8 No approval by the Consultant or failure of the Consultant to carry out an inspection shall relieve the Contractor of any of his obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material.
- 2.3.9 If, in addition to any other inspection required by the Contract, the Contractor is required by the Contract, by Applicable Law or by the Consultant to have any part of the works inspected by other persons, the Contractor shall give the Consultant and the other persons reasonable notice of the time and date proposed for the inspection.
- 2.3.10 The Contractor shall provide at all times convenient means of access to all parts of the Works.

GC 2.4 Notice

- 2.4.1 Any notice or communication to the Contractor shall be deemed to be sufficiently given if hand delivered to the Contractor or any of his employees or agents, if faxed to the Contractor at the number given in the Contract Documents or if mailed to the address given in the Contract Documents, to the Contractor's domicile or usual place of business, or to the Site.
- 2.4.2 Any notice or communication to the Owner shall be deemed to be sufficiently given if hand delivered, faxed or mailed to the Region at 1151 Bronte Road, Oakville, Ontario, Attention: Commissioner of Planning and Public Works, fax number 905-825-0267.
- 2.4.3 Where notice is hand delivered, notice shall be deemed to be received on the date of delivery. Where notice is faxed, notice shall be deemed to be received on the next Working day after transmission. Where notice is mailed, notice shall be deemed to be received five Working days after mailing.

PART 3 – EXECUTION OF THE WORK

GC 3.1 Control of the Work

- 3.1.1 Stated in general terms, and without in any way limiting the requirements and intent of the Contract, the Work required to be done by the Contractor includes the provision of all labour, Plant, materials and equipment required for the complete and proper execution of the Work in accordance with best practices.
- 3.1.2 The Contractor shall not commence the Work nor shall any materials for incorporation into the Work be delivered to the Site until the Contractor has executed the Form of Agreement and the Consultant has issued to the Contractor a written order to commence work. The Contractor shall commence the Work within seven (7) days after the date of the order to

commence work and shall continuously carry on the Work to completion within the Contract Time, unless an extension of time, in writing, is allowed by the Consultant in accordance with GC 5.4 – DELAY.

- 3.1.3 Before commencing the Work, the Contractor shall provide all performance and labour and material bonds required by the Contract Documents.
- 3.1.4 The Consultant will provide in writing to the Contractor bench marks and points of reference to be used in setting out the Works. The Region will be responsible only for the correctness of the information that the Region or Consultant supplies to the Contractor. From this information, the Contractor shall do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes, grade stakes, offsets, site rails and screens.
- 3.1.5 The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments and labour for that purpose.
- 3.1.6 If at any time during the progress of the Work any error appears or arises in the position, levels, dimensions or alignment of any part of the works, the Contractor shall rectify such error, at his own expense, to the satisfaction of the Consultant, unless such error is based on incorrect data supplied in writing by the Consultant or the Region.
- 3.1.7 The checking of any line or level by the Consultant shall not in any way relieve the Contractor of his responsibility for correctness and the Contractor shall carefully protect and preserve all bench marks, stakes and other things used in setting out the works.
- 3.1.8 The Contractor shall make arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water, chlorination and temporary connections unless otherwise specifically provided for in the Contract.
- 3.1.9 The Contractor shall comply with the regulations of the Region regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be the Contractor's responsibility. In the event the Contractor fails to make good any damage, the Consultant may make the necessary repairs at the Contractor's expense.

GC 3.2 Construction by Owner or Other Contractors

- 3.2.1 All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as the Contract Documents indicate will be supplied by the Region. In all cases where materials or equipment are supplied by the Region, the Region will make every effort to have a sufficient supply of such material or equipment tested, examined, approved and ready for use at such times as they may be required, but in case the Region fails to furnish sufficient supply at any time, the Contractor shall not be entitled to any

compensation or additional time for delay except as may be allowed in accordance with GC 5.4 – DELAY.

- 3.2.2 Unless otherwise specified, all materials and equipment supplied by the Region shall be transported to the Work by the Contractor from the point designated for their supply, at the expense of the Contractor. Any cost resulting from the Contractor's delay in transportation will be borne by Contractor.
- 3.2.3 The Contractor shall assist the Region, whenever necessary or at the request of the Region, to receive any equipment belonging to the Region and install it in the appropriate place within the Work. Costs incurred for providing any labour, special handling equipment, shoring, protection to existing work, openings and making good shall be included in the Contract Price.
- 3.2.4 Before taking delivery of materials or equipment supplied by the Region, the Contractor shall examine such materials or equipment for damages. Where damage has occurred, the Contractor shall immediately notify the Consultant so that a claim may be made. Should the Contractor fail to notify the Consultant of damage, the Contractor will be liable for the cost of making good any damage subsequently found.
- 3.2.5 Once material or equipment has been supplied to the Contractor by the Region, the Contractor shall be responsible for its storage prior to use. Any loss, theft, or damages occurring after the material or equipment is in the Contractor's custody shall be at the Contractor's expense.
- 3.2.6 The Region's, its employees' and agents' entry to or use or occupancy of the Work or any part of the Work shall not:
- (a) be or be deemed to be acceptance by the Region of any Work or material not in accordance with the Contract;
 - (b) relieve the Contractor from its obligation to complete the work;
 - (c) constitute waiver of the Region's right to liquidated damages in accordance with GC 5.4.6; or
 - (d) relieve the Contractor from liability incurred or arising from the Contractor's observance or performance or lack of observance or performance of any covenant or condition in the Contract, save to the extent that loss or damage is caused during such use or occupancy by the Region, its employees or agents.
- 3.2.7 The Region may enter and take possession of the Work, upon reasonable notice to the Contractor, in whole or in part, for the purpose of placing fittings and equipment or other use before completion, if such action does not prevent or interfere with the Contractor in the performance of the completion of the Contract within the Contract Time and subject to coordination with the Contractor. Such entry and possession shall not be considered

acceptance of the Work nor in any way relieve the Contractor of responsibility to complete the Contract.

- 3.2.8 The Contractor shall co-operate in all respects to provide safe access to the building or a portion thereof which the Region may require, prior to completion of the Contract, at no cost to the Region.
- 3.2.9 The Contractor shall provide continuous access at all times to existing operating facilities within the Site. The Contractor shall construct temporary works as necessary at no additional cost to the Region.
- 3.2.10 Nothing in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS shall affect the Contractor's role as Constructor for the purposes of the *Occupational Health and Safety Act*.
- 3.2.11 The placing, installation and connection of any part of the Work by the Region's own forces or by any other contractors does not relieve the Contractor of or otherwise invalidate the warranties set out in the Contract Documents.

GC 3.3 Temporary Work

- 3.3.1 The Contractor must provide, and properly maintain in clean condition, a suitable and convenient toilet for his workers.
- 3.3.2 The Contractor shall provide at his own expense, an adequate, hygienic, warm, comfortable shelter to all the workers employed on the Work, and its location shall be approved by the Consultant.
- 3.3.3 The Contractor shall provide for the sole use of the Consultant or his representatives, a field office in good condition, having:
 - (1) A minimum area of 12 square metres with a wooden floor 0.3 m above grade, complete with four 50% opening windows and one lockable door.
 - (2) Insulate building and provide heating system to maintain 22°C inside temperature at -20°C outside temperature
 - (3) Provide air conditioner for ventilation and to maintain 23°C inside temperature at 30°C outside temperature.
 - (4) Finish inside walls and ceiling with plywood or hardboard and paint in selected colours. Finish floor with 19 mm thick plywood

- (5) Install electrical lighting system to provide a minimum of 750 lux using surface mounted, shielded commercial fixtures with 10% upward light component.
- (6) Arrange and pay for installation of two telephone lines into Consultant's office for his exclusive use.
- (7) Equip office with one (1) table 1.8 square metres in size, one (1) drafting table, one (1) drafting stool, two (2) chairs, 4 m of shelving 300 mm wide, one (1) three drawer lockable filing cabinet, one (1) plan rack, one (1) coat rack and shelf, one (1) 750 mm x 1500 mm desk with drawers and one (1) cushioned, swivel tilt armchair with castors.

GC 3.4 Document Review

- 3.4.1 The Contractor shall examine the Contract Documents carefully and to the best of his knowledge, consulting with Subcontractors as required. The Contractor shall promptly report to the Consultant any error, inconsistency, omission or departure from good construction practice or from the requirements of authorities having jurisdiction that the Contractor may discover.
- 3.4.2 The Contractor shall not proceed with any work affected by an error, inconsistency, omission or departure from good construction practice or from the requirements of authorities having jurisdiction until the Consultant has clarified, corrected or provided the information or direction required.

GC 3.5 Construction Schedule

- 3.5.1 Within two weeks after receipt of the Region's written order to commence work, the Contractor shall submit a construction schedule based on the Contract Time to the Consultant. The construction schedule shall show clearly in weekly stages the proposed progress on main items, structures and sub-trades of the Contract and shall indicate where applicable the labour, construction crews, Plant and equipment to be used in the Work. The schedule shall conform with the Contract Time.
- 3.5.2 The Contractor shall monitor the progress of the Work relative to the construction schedule and shall maintain the construction schedule throughout the course of the Work. Except as provided in GC 5.4 - DELAY, the Contractor shall make up any deviation from the construction schedule by extra forces, overtime work, or any other measures that may be required to bring progress of the Work back onto the construction schedule. The Contractor shall not be entitled to additional time or payment except in accordance with GC 5.4 - DELAY.
- 3.5.3 The Contractor shall from time to time adopt construction or operating methods in carrying out the Work as may be called for or needed due to changing conditions which may be encountered during the progress of the Work at no additional cost to the Region.

- 3.5.4 The Consultant may require the Contractor to alter its method, equipment and forces, in order to complete the Work within the Contract Time, the cost of which shall be determined in accordance with GC 5.2 – CHANGE ORDER.
- 3.5.5 The Contractor shall revise and update the construction schedule every three months or at such other intervals as the Consultant may require. The Contractor shall submit to the Consultant updated schedules no later than five Working days prior to the next scheduled site meeting at which the construction schedule is due.
- 3.5.6 The Contractor shall perform the Work in accordance with the construction schedule provided pursuant to GC 3.5 – CONSTRUCTION SCHEDULE. Where the Consultant determines that the forces, equipment and materials on Site are not sufficient to enable the Contractor to complete the Work within the Contract Time, the Consultant may require the Contractor to demonstrate to the Consultant’s satisfaction how the Contractor will complete the Work within the Contract Time.
- 3.5.7 If in order to complete the work within the Contract Time, the Contractor requires additional shifts, evening work, work on Designated Holidays or any day other than a Working Day, then the Contractor shall request in writing authorization from the Consultant, which the Consultant shall not unreasonably refuse. All such work shall be done at the expense of the Contractor, including any and all expenses incurred by the Region for supervision and inspection. Irrespective of any authorization which the Consultant may give to the Contractor, the Contractor shall indemnify and hold harmless the Region from any claim, action, loss or damage whatsoever which may be made, brought or recovered against it or them as a result of any of the Contractor’s additional operations.
- 3.5.8 Notwithstanding GC 3.5.7, the Consultant may prohibit the Contractor from carrying on operations during any hour or hours of the day where the Consultant determines the Contractor’s operations to be a disturbance and nuisance to the residents of the municipality or municipalities in which the Work is located and in such an event, the Contractor may apply for an extension of the Contract Time in accordance with GC 5.4 – DELAY.

GC 3.6 Supervision

- 3.6.1 The Contractor shall have an authorized representative on Site while any work is being performed under the Contract to act for or on the Contractor’s behalf. Prior to commencing the Work, the Contractor shall notify the Consultant of the names, addresses, positions and telephone numbers of the Contractor’s representatives who can be contacted at any time to address matters relating to the Contract and the Contractor shall update that information as necessary.
- 3.6.2 The Contractor shall attend meetings with respect to the Work as may be directed by the Consultant. The Contractor shall not claim any extra compensation for attendance at these meetings. The Contractor shall provide a representative, to attend such meetings, who is able to make undertakings on behalf of the Contractor.

GC 3.7 Sub-Contractors & Suppliers

- 3.7.1 The Contractor shall discharge all liabilities incurred by the Contractor for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each liability becomes due.
- 3.7.2 The *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended and the regulations thereunder (the “CLA”) apply to the performance of this Contract, but do not limit the provisions of this Contract, and the Region has all the rights and powers set out in the CLA and in the Contract. The Contractor shall display and keep displayed in a conspicuous place on the site of the works any notices relating to the CLA when supplied by the Region.
- 3.7.3 The Contractor shall cause every Sub-Contractor engaged in the performance of this Contract to discharge all liabilities incurred by the Sub-Contractor for labour, materials or services used or reasonably required for use in the performance of this Contract. Workers employed by a Sub-Contractor shall be paid in full at intervals not less frequently than semi-monthly and other liabilities of the Sub-Contractor shall be discharged on the date upon which each becomes due. At the request of the Region, the Contractor shall provide the Region with evidence satisfactory to the Consultant that the Contractor’s liabilities and those of the Sub-Contractors have been discharged.
- 3.7.4 The Contractor, within fifteen (15) days of the Region’s request, shall deliver a list of the names and addresses of all Subcontractors and the amounts owing to Subcontractors, in a form satisfactory to the Consultant.

GC 3.8 Labour and Products

- 3.8.1 The Contractor shall provide all necessary storage facilities, skilled and unskilled labour, materials, fuel, machinery, tools and Plant to carry on the Work continuously and expeditiously to completion, in all respects to the satisfaction of the Consultant.
- 3.8.2 All material, Plant, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the Work shall be the property of the Region, whether or not that material, Plant, machinery, tools and equipment is brought to the Work or the Site. The Contractor is prohibited from removing or disposing of material, Plant, machinery, tools and equipment without the consent or instruction of the Consultant in writing.
- 3.8.3 The Contractor shall use, install and handle all manufactured materials, equipment and appliances in strict accordance with the manufacturer's directions and instructions.
- 3.8.4 The Contractor shall be responsible for storage, security and timely delivery of materials, Plant, machinery and equipment to and at the Site.

- 3.8.5 Where specified in the Contract Documents, the Contractor shall submit manufacturer's samples for the approval of the Consultant. Samples shall be labelled. No material shall be used on the Work which is in any way inferior to approved samples.
- 3.8.6 Without limiting the generality of GC 3.8.5, the Contractor shall provide samples of special products, assemblies or components when so requested by the Consultant and at no additional cost to the Region.
- 3.8.7 Despite approving any sample, the Region may reject any material which may be found, in the opinion of the Consultant, to be unsound or unfit for use on the Work or not in accordance with the approved samples or the requirements of the Contract. The Consultant's approval of any sample shall not be deemed to be a waiver of any claims with respect to the Work.
- 3.8.8 The Contractor shall supply at its own expense certified copies of any test reports relating to materials used in the Work. Such tests shall be conducted as and when indicated in the Contract or directed by the Consultant and by a tester approved by the Consultant.
- 3.8.9 If at any time any portion or portions of the material or work previously approved by the Consultant as being satisfactory is found to be unsatisfactory, the Contractor shall promptly remedy the material or work at its own expense.
- 3.8.10 If the Consultant deems any material unfit for use in the Work, or to be brought on the Site, the Contractor shall remove materials from the Site within twenty-four (24) hours after notification from the Consultant. In the case of failure or neglect on the part of the Contractor to remove any such materials, the Consultant may cause those materials to be taken away, deposited, wasted, or otherwise disposed of at the Contractor's expense.
- 3.8.11 The Contractor shall not dispose of surplus or other material of any kind, arising from any portion of the Work without the written authorization of the Consultant. If the Contractor disposes of surplus or other material without written authorization of the Consultant, the Consultant shall determine the reasonable value of surplus or other material and the Contractor shall owe that amount to the Region.
- 3.8.12 All excavated or surplus material shall be disposed of in the manner set forth in the Contract Documents or as directed by the Consultant and as required by law. All such materials must be removed and deposited, as required, as soon as excavated, or as soon thereafter as the Consultant may direct.
- 3.8.13 All excavated material of value to or required for other use by the Region and identified to the Contractor by the Consultant, including but not limited to materials from existing structures, shall be neatly piled, deposited or evenly spread by the Contractor in such place as may be directed by the Consultant, at the Contractor's expense.

- 3.8.14 The Contractor shall not cause a nuisance, injury or inconvenience to the Region or anyone else in the disposal or storage of any material. The Contractor shall be liable and shall indemnify the Region for all claims relating to the disposal or storage of material.
- 3.8.15 Where more than one supplier is acceptable to the Region as indicated in the Contract Documents, the Contractor shall note that the design and drawings are based on the first supplier listed. If the Contractor's selection of a specified supplier other than the first supplier listed necessitates any design and/or construction changes, those changes shall be at the expense of the Contractor. The Contractor shall be responsible for ensuring the proper fit and matching of all equipment or materials to surrounding work, equipment or materials regardless of supplier.
- 3.8.16 The Contractor may apply in writing to the Consultant to substitute material or a supplier identified in the Contract Documents. In all cases, the Contractor must justify the proposed substitute, indicate the reasons for the proposed substitute and provide sufficient descriptive and technical information for the Consultant to thoroughly compare the proposed substitute with the specified material or supplier. The Contractor's failure to comply with this requirement to the Consultant's satisfaction or to allow sufficient time for the Consultant to evaluate a proposal may result in rejection of the proposal. All applications and submissions related to a proposed substitute shall only be made by the Contractor and not by any Sub-Contractor.
- 3.8.17 The Contractor shall not make any substitution without the express, written consent of the Consultant. The approval or rejection of a proposed substitution shall be the sole discretion of the Consultant and the decision of the Consultant shall be final. The Contractor shall assume all responsibility for additional costs that may arise as a result of the Consultant's acceptance of a proposed substitute.
- 3.8.18 Where the Consultant approves a proposed substitute that results in a reduction in cost to the Contractor, the Contractor shall provide a credit to the Region in an amount to be negotiated.
- 3.8.19 The Region reserves the right to impose an administrative fee on the Contractor for the Consultant's consideration of proposed substitutes. The Consultant shall advise the Contractor where an administrative fee will be imposed and the value of that fee prior to the commencing a review of the proposed substitute and the administrative fee will apply regardless of whether the proposed substitute is approved for the Work.

GC 3.9 Documents at the Site

- 3.9.1 The Contractor shall keep proper books and records showing names, trades, and addresses of all Subcontractors and workers in the Contractor's employ or retainer and their fees, wages, the time worked, records, books, and invoices showing all costs, expenditures, payments, settlements, receipts, and balances in connection with the construction of the Work.

- 3.9.2 The Contractor shall maintain on Site or at another location approved by the Consultant all records of the Contractor relevant to the valuation of the Work including payrolls, time books of account, invoices, and statements and such books and records shall be open at all reasonable times for inspection by the Consultant or the Region. The Contractor shall in every way assist such inspection for the purpose of establishing and determining labour costs, the cost of Changes in the Work, and progress payments to be made.
- 3.9.3 The Contractor shall maintain all books and records relating to the Work for at least one year after Final Acceptance of the Work.
- 3.9.4 The Contractor shall provide the Region with copies, or where required originals, of records, invoices, purchase orders or other documentation as may be necessary to support the Region's application for any exemption, recovery or refund for which the Work may qualify.

GC 3.10 Shop Drawings & Other Submittals

- 3.10.1 The Contractor shall prepare clearly identified and dated Shop Drawings as required by the Contract Documents.
- 3.10.2 The Contractor shall submit Shop Drawings to the Consultant with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Consultant so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Shop Drawings. Shop Drawings shall be submitted in print form. At the time of submission, the Contractor shall notify the Consultant in writing of any deviations from the Contract requirements that exist in the Shop Drawings.
- 3.10.3 The Consultant will review and return Shop Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- 3.10.4 The Consultant will check Shop Drawings for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Shop Drawings from the requirements of the Contract has been approved in writing by the Consultant.
- 3.10.5 The Contractor shall make any changes in Shop Drawings which the Consultant may require and resubmit the revised Shop Drawings unless otherwise directed by the Consultant. When resubmitting, the Contractor shall notify the Consultant in writing of any revisions other than those required by the Consultant.
- 3.10.6 Work related to the Shop Drawings shall not proceed until the Shop Drawings have been signed and dated by the Consultant and marked with the words "Reviewed".
- 3.10.7 The Contractor shall keep one set of the reviewed Shop Drawings, marked as set out in GC 3.10.6, at the Site at all times.

GC 3.11 Cutting & Remedial Work

- 3.11.1 The Contractor shall promptly rectify at its own expense all errors, mistakes, omissions or unauthorized changes made by the Contractor, its Subcontractors, agents, workmen or employees and all damage that may result therefrom.
- 3.11.2 The Contractor shall not backfill or otherwise cover up any work without first notifying the Consultant in the manner required by the Consultant that the work is ready to be covered up and allowing the Consultant reasonable notice and opportunity for carrying out an inspection or test.
- 3.11.3 The Consultant may order any work that has been covered up contrary to GC 3.11.2, to be uncovered or opened up for inspection and the Contractor shall, as directed by and to the satisfaction of the Consultant, make good again all openings, excavations and disturbances, at the Contractor's expense.
- 3.11.4 Notwithstanding any other provision, the Consultant shall have the right at any time to require the Contractor to open up any portion of the Work for the purpose of examining or repairing the Work or causing any such work to be done as the Consultant may deem necessary or advisable. Where the Work was covered in accordance with the requirements of GC 3.11.2, the Contractor may apply in writing for its costs of opening the Work the within ten days of the work being done, and shall provide sufficient reasons why such costs should be allowed.

GC 3.12 Clean Up

- 3.12.1 At the date of issuance of the Completion Certificate, the Contractor shall put and leave the Work in good and satisfactory condition, finished in all respects, and in accordance with the requirements of the Contract. The Contractor shall: remove all surplus and refuse material and rubbish from the Site; leave the Site in a neat and tidy condition; repair all damage to adjacent property injured or interfered with by the Contractor or his agents or employees; and satisfy every other requirement of the Contract.

PART 4 – PAYMENT

GC 4.1 Application for Progress Payment

- 4.1.1 The Contractor shall submit to the Consultant at the end of each calendar month a fully itemized statement showing the estimated value of the Work executed up to the end of the month based on the prices shown in the Contract and any Change Orders, together with a fully itemized statement of the value of major items of material and equipment on Site for incorporation into the Work. The Consultant assumes no responsibility to determine any payments due to Sub-Contractors, or Sub-Contractors' percentages of completion.

- 4.1.2 The Consultant shall make approximate monthly measurements of the Work at the end of each calendar month except where the Work has been suspended. An authorized representative of the Contractor shall assist the Consultant in taking measurements and shall furnish all particulars required by the Consultant. The Consultant shall notify the Contractor when such a measurement will be made.
- 4.1.3 The Contractor shall submit with each application for payment, after the first, a standard Statutory Declaration, which may be in the form of CCDC 9B, verifying that: all payments due to Sub-Contractors for wages and salaries for work done and products furnished in connection with the Work to the end of the month immediately preceding that covered by the current application have been made; all assessments and levies under the *Employment Insurance Act*, the *Workplace Safety and Insurance Act* and other Applicable Law with respect to this Contract have been paid; and all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set out in the monthly itemized statement submitted prior to the current application have been discharged.
- 4.1.4 When making application for Substantial Completion, Completion and Final Acceptance of the Contract, the Contractor shall submit to the Consultant, all specified written guarantees, bonds, maintenance manuals, records, certificates and a Statutory Declaration acceptable to the Consultant, signed by the Contractor stating that all material, work and services in connection with the Contract have paid in full, up to the holdback, and that no liens do or can exist, including a receipt from each Sub-Contractor, stating that he has been paid in full up to the holdback for all materials, work and service in connection with this Contract.
- 4.1.5 The Region may withhold approval of a Monthly Payment Certificate if the Contractor fails to submit a declaration required by GC 4.1.3 or if the Contractor submits an improperly completed declaration.

GC 4.2 Progress Payment

- 4.2.1 From each monthly statement and monthly measurement, the Consultant shall prepare a Monthly Payment Certificate, including a fair and reasonable assessment of the value of the Work executed and of the major items of material and equipment on Site. The Consultant shall within ten (10) working days of receipt of an application for payment from the Contractor, issue a Certificate for Payment in the amount applied for or such other amount as the Consultant may determine to be properly due.
- 4.2.2 The Region shall retain ten percent (10%) of all monies due the Contractor as set out in the Monthly Payment Certificate as the Lien Holdback Account, in accordance with the *Construction Lien Act*.
- 4.2.3 The Monthly Payment Certificate shall show the Consultant's gross valuation of the Work performed and materials supplied, the deduction of the appropriate amount for the Lien Holdback Account, the previous payments to the Contractor and the amount due to the Contractor.

- 4.2.4 Where the Contractor requests payment for products or materials prior to their incorporation into the Work, the Contractor shall provide an invoice identified as "Paid in Full" from the manufacturer and/or supplier of product and such other evidence as the Consultant may reasonably require, and the Consultant will consider the payment on an individual basis where the prior payment for such products will:
- (1) ensure maintenance of the construction schedule;
 - (2) ensure materials in short supply will be available when required; and/or
 - (3) ensure that the Contractor will not be burdened with increasing costs.
- 4.2.5 The Contractor shall store at his own risk any products for which he has received prior payment in accordance with GC 4.2.4.
- 4.2.6 The Consultant shall not approve the first Monthly Payment Certificate until the Consultant has received the construction schedule in accordance with GC 3.5 – CONSTRUCTION SCHEDULE.
- 4.2.7 The Region will make payment to the Contractor on account no later than thirty (30) days after receipt from the Consultant of a Certificate for Payment in accordance with the Region's policies for issuing cheques.
- 4.2.8 Delay by the Region in making any payment to the Contractor shall be deemed not to be a breach of contract by the Region.

GC 4.3 Substantial Performance

- 4.3.1 In accordance with the *Construction Lien Act*, the Work is substantially performed when the Work is:
- (a) ready for use or being used for the purposes intended; and
 - (b) the Work is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - (1) 3 percent of the first \$500,000 of the contract price plus;
 - (2) 2 percent of the next \$500,000 of the contract price plus; and
 - (3) 1 percent of the balance of the contract price.

4.3.2 For greater clarity, the words "can be used for the purposes intended" in section GC 4.3.1 means the Work complies with all Applicable Legislation and the Contractor has completed the following to the satisfaction of the Consultant:

- (a) Each item of mechanical, electrical, instrumentation, piping and HVAC equipment installed or modified under the Contract has been tested in accordance with the Specifications and is in compliance with the performance requirements of the Contract;
- (b) The Contractor has submitted to the Contract Administrator:
 - (i) All operating manuals, maintenance manuals and "As-Built" drawings;
 - (ii) All spare parts and materials;
 - (iii) All warranty certificates;
 - (iv) All test results; and
- (c) The Contractor has provided to Region staff instructions to enable the Region to operate the facility.

4.3.3 When the Contractor considers the Contract to be substantially performed in accordance with GC 4.3.1, the Contractor shall request an inspection by the Consultant. The Consultant and the Contractor shall identify all deficiencies in the work and the Contractor shall provide a schedule acceptable to the Consultant for correction of deficiencies. When the Contractor has corrected deficiencies, the Contractor may make application for a Substantial Performance Certificate.

4.3.4 The Contractor's application for a Substantial Performance Certificate shall include the following:

- (1) A declaration to the effect that:
 - i) the Contract is substantially performed,
 - ii) the performance of the balance of the Contract is in progress, and
 - iii) where the balance of the Contract, or a part or parts thereof cannot be performed forthwith, but must be deferred for reasons beyond the control of the Contractor, the balance of the Contract shall be completed by a fixed date.
- (2) A statement showing the amount of holdback monies due for release and payment following the issue of the Substantial Performance Certificate.

- (3) A statement of completion with the cost of:
 - i) work to be completed including unsatisfactory work,
 - ii) work which cannot be performed for reasons beyond the control of the Contractor.
- (4) The submission of all data, operating instructions, maintenance manuals, record drawings, spare parts and materials, evidence of all tests, instructions to the Region staff, etc. to enable the Region to operate the facility.
- (5) A written schedule identifying all outstanding work including deficiencies, if any, and the time by which the Contractor shall complete it expeditiously and discharge all unfulfilled obligations under the Contract.
- (6) A release by the Contractor in a form satisfactory to the Consultant releasing the Region from all claims relating to the Contract except in respect of outstanding work.
- (7) A statutory declaration in a form satisfactory to the Consultant that all liabilities incurred by the Contractor and his Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts have expired, been satisfied, discharged or provided for by payment into Court.
- (8) A satisfactory Clearance Certificate from the Workplace Safety and Insurance Board (WSIB).

4.3.5 When the Consultant issues the Substantial Performance Certificate, the Consultant shall:

- (1) Notify the Contractor of the value of the Warranty Security required by GC 11.4 - WARRANTY SECURITY.
- (2) Prepare a Substantial Performance Payment Certificate showing:
 - (i) the value of work completed to date;
 - (ii) the value of outstanding or uncompleted work;
 - (iii) the value of the required Warranty Security;
 - (iv) the amount of the 10% holdback allowing for any previous releases of holdback to the Contractor in respect of completed sub-contracts and deliveries of pre-selected equipment;
 - (v) the amount due the Contractor.

- (3) Prepare a payment certificate releasing to the Contractor the 10% Lien Holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of the *Construction Lien Act*, the Lien Holdback shall become payable after 45 days from the date of publication of the Substantial Performance Certificate.
- 4.3.6 The Consultant may in his or her sole discretion direct or approve the division of the Work into two or more parts for the purpose of issuing Substantial Completion Certificate. In that event, the Contractor shall submit documentation as set out in GC 4.3.4 in respect of each part.
- 4.3.7 The Consultant shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven (7) days after signing the certificate the Consultant shall provide a copy to the Contractor.
- 4.3.8 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith publish a copy of the certificate in construction trade newspapers as required by the *Construction Lien Act*, including but not limited to the *Daily Commercial News*.
- 4.3.9 The Consultant may publish the certificate in the *Daily Commercial News*, if so requested by the Contractor or if the Contractor refuses to do so within seven (7) days of receiving a copy of the certificate. Such arrangement shall not relieve the Contractor of any responsibility under the *Construction Lien Act*. The cost of publication shall be borne by the Contractor.

GC 4.4 Holdback

- 4.4.1 A deficiency exists where standards of performance are specified or implied by the Contract Documents and the Work does not meet or exceed that performance standard. The Contractor shall correct all deficiencies. Any testing, including retesting required to verify the correction of deficiencies, shall be done at the Contractor's expense.
- 4.4.2 In addition to any other provision in the Contract Documents, the Region may hold back from any payment owing to the Contractor an amount equal to the cost of correcting all outstanding deficiencies plus an administration cost determined by the Region, to compensate for its co-ordination of work required to rectify the deficiency (the "deficiency holdback").
- 4.4.3 Upon issuance of the Completion Certificate of the Work and the Contractor's correction of all deficiencies, the Region shall pay to the Contractor the balance of the monies retained as the deficiency holdback.
- 4.4.4 Should the Contractor fail to correct deficiencies in accordance with the schedule provided by the Contractor, the Region may, but is not obliged to, correct the deficiencies itself or through an agent at the Contractor's expense and may retain the deficiency holdback,

without prejudice to any other right or remedy and without affecting GC 11.3 - WARRANTY. The Contractor shall be liable for all costs related to the correction of deficiencies by the Region, including but not limited to costs of contract administration, investigation and damage or loss of any kind.

4.4.5 None of the provisions of this GC 4.4 – HOLDBACK shall take precedence over the Region's right to Perform Work or Stop the Work or declare a default in accordance with GC 6.1 – OWNER'S RIGHTS unless the Certificate of Substantial Performance of the Work has been issued.

4.4.6 The Contractor shall remedy deficiencies of completed work of a Sub-Contractor.

GC 4.5 Completion

4.5.1 The Work is completed when:

- (1) the Work has satisfactorily passed the required all inspection and testing, and
- (2) the cost of completion of all outstanding Work and known defects is not more than the lesser of
 - (i) one percent of the Contract Price, and
 - (ii) \$1,000.00.

4.5.2 In application for a Completion Certificate, Contractor shall submit the following documents to the Consultant:

- (1) The Contractor's final claim, including the value of work completed since the date of Substantial Performance;
- (2) An up-to-date release by the Contractor in a form satisfactory to the Consultant releasing the Region from all further claims relating to the Contract; and
- (3) An up-to-date statutory declaration in a form satisfactory to the Consultant that all liabilities incurred by the Contractor and his Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts have expired, been satisfied, discharged or provided for by payment into Court.

4.5.3 The Consultant shall, no later than ten (10) working days after the receipt of an application from the Contractor for payment upon Completion of the Contract, make an inspection and assessment of the Work to verify the validity of the application. The Consultant will, no later than seven (7) working days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application.

- 4.5.4 The Consultant's inspection and assessment of the Work upon the Contractor's application for a Completion Certificate shall include a final measurement made in detail and in writing.
- 4.5.5 When the Consultant determines that the Contractor has completed the Contract within the meaning of GC 4.5.1, the Consultant shall issue a Completion Certificate and certify for payment the remaining monies due to the Contractor under the contract less statutory, warranty and deficiency holdbacks.
- 4.5.6 The Consultant shall set out in the Completion Certificate the date on which the Work was completed and provide a copy to the Contractor within seven business days of signing the Completion Certificate.
- 4.5.7 The Region shall, no later than thirty (30) working days after the issuance of such Certificate, make payment to the Contractor.
- 4.5.8 When the Consultant is fully satisfied that all work has been completed, the Contractor shall issue a written statement to the Region to the effect that the Work in respect to the Contract has been completed as of the date of the statement and no further work is required, except for the requirements of GC 11.3 - WARRANTY, as applicable.

GC 4.6 Non-conforming Work

- 4.6.1 No monthly measurement, Monthly Payment Certificate, progress estimate or certificate shall bind the Consultant in his valuation of the Work on its completion or shall release the Contractor or his surety from any responsibility, or be evidence of any such release, or be acceptance of any Work or material, or waiver of any condition herein. The Consultant may on any Monthly Payment Certificate make correction or modification to any previous Monthly Payment Certificate.

GC 4.7 Set-Off

- 4.7.1 Where any provision of the Contract provides for the Contractor to pay the Region, the Region may retain that amount out of any money due or which may become due, from the Region to the Contractor under this Contract or the Region may recover that amount from the Contractor in any court of competent jurisdiction, as a debt due to the Region or as otherwise allowed by law.

GC 4.8 Interest

- 4.8.1 The Region shall not be liable for any interest on overdue accounts nor will interest be paid by the Region on any payment.

PART 5 – CHANGES IN THE WORK

GC 5.1 Owner's Right to Make Changes

5.1.1 The Consultant may:

- (1) make or order any Change in the Work;
- (2) suspend or omit any portion of the Work, or
- (3) order any Extra Work or Additional Work to be done or provided;

and the Contractor shall, upon receipt of a Change Order from the Consultant to that effect, proceed with, carry out and execute the Work as directed, without being entitled to any extension of time for completion or any additional payment, except as provided in GC 5.4 – DELAYS and GC 5.2 – CHANGE ORDER.

GC 5.2 Change Order

5.2.1 In each and every case where:

- (a) the Consultant requires a Change in the Work, Additional Work or Extra Work; or
- (b) the Contractor does or supplies work or material which the Contractor considers extra or beyond the requirements of the Contract and intends to claim extra or additional payment or additional time,

then before commencing any such work, or procuring any material, the Contractor shall obtain a Change Order from the Consultant.

5.2.2. A Change Order shall either:

(a) record that the work is a Change in the Work, Additional Work or Extra Work and will be paid for as such, and include:

- (i) a description of the Change in the Work, Additional Work or Extra Work,
- (ii) the amount the Contractor shall receive, or the terms of payment and
- (iii) the duration of the extension of the Contract Time, if any; **OR**

(b) record that the work is part of the Contract and is not a Change in the Work, Additional Work or Extra Work and that no additional payment time is allowed.

5.2.3 Before beginning a Change in the Work, Additional Work or Extra Work, the Contractor shall notify the Consultant in writing of the Contractor's intention to commence the Change in the Work, Additional Work or Extra Work so that a proper account or record may be kept by the Consultant.

- 5.2.4 If the Contractor proposes to claim additional payment for work or materials which the Consultant considers to be a part of the Contract and not a Change in the Work, Additional Work or Extra Work, the Contractor shall notify the Consultant in writing before commencing and must submit his claim for additional payment within 15 working days of completing such work.
- 5.2.5 In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in GC 5.2.3 and GC 5.2.4, the Contractor shall forfeit all right to payment that the Contractor otherwise might have, and shall not make any claim in respect thereof, and if made, the Consultant may reject the same as invalid.
- 5.2.6 Instructions issued by the Consultant shall not be considered a Change in the Work, Additional Work or Extra Work and shall not entitle the Contractor to a change in the Contract Price or change in the Contract Time if the instructions are necessary to carry out the useful intent of the design.
- 5.2.7 The Consultant shall determine the amount, if any, to be added to or deducted from, the Contract Price, in respect of any Change in the Work, Additional Work or Extra Work required by a Change Order. All Changes in the Work, Additional Work or Extra Work shall be valued at the price as set out in the Schedule of Items and Prices or the Schedule of Additional Unit Prices as provided in the Form of Tender, if applicable in the opinion of the Consultant. No change in Contract Time resulting from a Change in the Work will be accepted, if in the Consultant's opinion, such Change in the Work can reasonably be accommodated within the approved construction schedule.
- 5.2.8 If the Form of Tender does not contain any prices applicable to the Change in the Work, Extra Work or Additional Work, then the Contractor and Consultant may agree on a price for such work, in which case the price shall be comparable to prices quoted on work of a similar nature and shall be limited to such amounts as can be directly substantiated by fair market value charged for labour burden and materials.
- 5.2.9 If the methods of evaluating a Change in the Work, Additional Work or Extra Work as described herein are clearly inapplicable, then the Consultant may by Change Order direct the Contractor to perform the Change in the Work, Extra Work or Additional Work on a cost plus basis providing for payment as follows:
- (1) The actual cost of all labour, including allowance for holiday pay, unemployment insurance, levy by Workplace Safety and Insurance Board, and other contributions made by the employer to an employee as required by law or a contract, required directly for the performance of the work plus 15% of the same, for the first \$10,000 and 5% over and above \$10,000; plus

- (2) The actual cost of all materials including transportation charges required directly in the work, plus 15% of the same, for the first \$10,000 and 5% over and above \$10,000 plus
- (3) A reasonable rental rate to be agreed upon before the work is begun for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operation for the performance of the work, to which no percentage shall be added.

5.2.10 If the Contractor is directed to carry out a Change in the Work, Additional Work or Extra Work on a cost-plus basis and the Contractor proposes to have such work or a part thereof carried out by a Sub-Contractor, the Contractor shall notify the Consultant to that effect before commencing the work. Provided that the Contractor's proposal and all Sub-Contractors involved have first been approved by the Consultant, the Contractor may claim payment from the Region for such work as follows:

- (i) In respect of work carried out by the Contractor's own forces, an amount equal to the sum of the amounts provided for under GC 5.2.9 (1), (2), and (3) above.
- (ii) In respect of work carried out by a Sub-Contractor's forces, an amount equal to the sum of the amounts provided for under GC 5.2.9 (1), (2), and (3) above plus 5% of such sum.

5.2.11 Allowances for overhead and profit shall cover all the Contractor's administrative and incidental costs relating to a change, including, without limitation, costs relating to superintendence and supervision, shop drawing production, site office and home office expenses, workers, tools, temporary facilities and controls. No further claim for change in the Contract Time, delay, prolongation charges, impact costs, loss of anticipated profit or other such claims will be accepted as having resulted from any change, after a Change Order has been accepted by the Region.

5.2.12 Labour costs for Additional Work, Extra Work or a Change in the Work shall be limited to such amounts as can be directly substantiated by current market value.

5.2.13 The Contractor shall not charge a fee or charge for overhead and profit on credits to the Contract. Where a Change in the Work involves extra and credits to the Region, the Contractor will only be entitled to allowances for overhead and profit on the total net extra for the change.

5.2.14 Whenever Additional Work, Extra Work or a Change in the Work is being performed in accordance with GC 5.2.9 or GC 5.2.10 the Contractor shall, each working day, report to the Consultant, in writing, in full detail, the amount and cost of the labour and materials supplied and used in carrying out each order for Extra Work, Additional Work or Change in the Work on the preceding working day, and no claim for compensation will be considered or

allowed unless the Contractor makes the report. The Consultant will not allow any compensation for the cost of repairs to equipment of any kind or for damage to anything used in performing any Change in the Work, Extra or Additional Work.

GC 5.3 Concealed or Unknown Conditions

- 5.3.1 Geotechnical information provided as part of the Contract Documents was obtained to determine the character of the soil for design purposes. The accuracy of geotechnical information provided is limited to the specific locations tested.
- 5.3.2 The Contractor shall be responsible for determining the impact on the Work of geotechnical information provided and is assumed to have made allowance for any and all implications of that information.
- 5.3.3 The Contractor may make such additional geotechnical investigation or examination of the soil as the Contractor may consider necessary to satisfy himself of the conditions that may be encountered during construction at his own expense. The Contractor shall provide copies of all studies, reports, test results, etc. to the Consultant.
- 5.3.4 The Region will show existing utilities, pipes, catch basins, chambers, or other objects, either underground or on the surface to the best of its ability based on a tolerance of:
 - i. 1 metre horizontal; and
 - ii. 0.3 metre vertical.

The Contractor shall obtain the precise locations of underground objects from the appropriate authority prior to construction. The Region shall not be responsible for costs associated with the absence of any underground object.

- 5.3.5 Except in accordance with GC 5.3.4, the Region does not guarantee the completeness or accuracy of the location of underground objects provided and the Contractor shall assume full responsibility for precisely locating all underground objects.
- 5.3.6 The Contractor shall indemnify and hold harmless the Region against any direct or indirect loss, damage, delay or claim whatsoever resulting or arising from the disruption of any municipal or other services. Without limiting the generality of the foregoing, municipal or other services include but are not limited to roads, water, storm and sanitary services, electricity, gas, telephone and conditions of drainage from or to the Site.

GC 5.4 Delay

- 5.4.1 If the Contractor is delayed in the performance of the Work by,
 - (a) war or blockade;

- (b) errors in the Contract Documents, an act or omission of the Owner or Consultant or anyone employed or engaged by them, contrary to the provisions of the Contract Documents;
- (c) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or
- (d) the Consultant giving notice under GC 6.1 – OWNER’S RIGHTS, provided that suspension of the work is not required as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;

then the Contractor may apply in accordance with GC 5.4.4 for reimbursement of the reasonable costs incurred by the Contractor as the result of the delay and an extension of Contract Time.

5.4.2 If the Contractor is delayed in the performance of the Work by abnormal inclement weather or labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor’s association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor’s control, then the Contractor may apply in accordance with GC 5.4.4 for an extension of Contract Time. In the event of labour disputes, strikes or lockouts described above the extension of Contract Time shall not be less than the time lost. The Contractor shall not be entitled to payment for costs incurred as the result of delays due to abnormal inclement weather or labour disputes, strikes or lockouts.

5.4.3 The Contractor shall take all commercially reasonable steps to reduce or eliminate all damage or loss by reason of delay with respect to construction of the Work arising from any cause whatsoever.

5.4.4 The Contractor shall make an application for an extension of Contract Time in writing to the Consultant as soon as the need for such extension becomes evident and at least fifteen (15) days prior to the expiration of the Contract Time. The Contractor’s application for an extension shall list all reasons for an extension and state the length of the extension requested. The Consultant may extend the Contract Time for such additional time as the Consultant may deem fair and reasonable.

5.4.5 If the Contractor fails to complete the Work in accordance with the Contract and to the satisfaction of the Consultant within the Contract Time, the Contractor shall pay to the Region:

1. the sum of \$500.00 plus
2. the Consultant's Head Office and site supervision cost;

for each calendar day that the Work remains unfinished after the Contract Time, which in view of the difficulty of ascertaining the losses which the Region may suffer by reason of delay in the performance of the Work, is hereby agreed upon, fixed and determined by the parties as the liquidated damages that the Region will suffer by reason of delay and default and not as a penalty.

PART 6 – OWNER’S RIGHTS

GC 6.1 Owner’s Rights

6.1.1 The Contractor shall be in default of the Contract if the Contractor:

- (1) neglects the Work;
- (2) fails to commence the Work within seven days after the date of the Consultant's written instruction to commence the Work;
- (3) becomes bankrupt or insolvent, or commits any act of insolvency;
- (4) transfers, assigns or sub-contracts the Contract or any part thereof without the written consent of the Consultant or contrary to the Construction Documents;
- (5) has not executed or is not executing the Work or any part thereof in a sound and workmanlike manner and in accordance with the Contract;
- (6) is not performing the Work so as to ensure its completion within the Contract Time, as may be extended in accordance with this Contract;
- (7) fails to complete the Work within the Contract Time, as may be extended in accordance with this Contract;
- (8) fails or refuses to take down, rebuild, repair or rectify any imperfect work for which the Contractor is responsible;
- (9) fails to remove any condemned material or to replace such material with proper material;
- (10) fails to comply with any reasonable order given to him by the Consultant; or
- (11) abandons the Work, or fails to observe or perform any of the provisions of the Contract.

6.1.2 The Consultant shall give the Contractor notice of default and the Contractor shall have five (5) working days from receipt of notice to respond in a manner satisfactory to the Consultant.

- 6.1.3 If the Contractor fails to respond in a manner satisfactory to the Consultant within five (5) working days of receipt of notice of default, then the Consultant may at his discretion take possession and control of the Work, or any part thereof, from the Contractor, and the Contractor shall give possession and control of the Work to the Consultant. The Consultant may employ such means as he may deem necessary or advisable to complete the Work to his satisfaction with such changes therein as in the Consultant's opinion are necessary or advisable by reason of the Contractor's default. All warranties shall continue in full force and effect.
- 6.1.4 In the event of default under GC 6.1.1, the Contractor shall be liable for all loss, damage, expense, expenditure and cost which may be incurred by reason of the Consultant's exercise of the rights and powers provided for in GC 6.1 – OWNER'S RIGHTS, and including but not limited to costs of engineering, investigation and administration.
- 6.1.5 If the Region's loss, damage, expense, expenditure or cost as a result of the Contractor's default exceeds the sum which would have been payable under the Contract if the Contract had been completed by the Contractor, the Contractor shall pay the difference to the Region together with the amount of liquidated damages as provided in GC 5.4.5 from the expiration of the Contract Time to the date that the Work is certified Complete.
- 6.1.6 All the powers of the Consultant with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor in respect of the Contract shall continue in force during any period of default.
- 6.1.7 The Consultant's decision to take possession and control of the Work, or any part thereof, from the Contractor, shall be final but the relative obligations of the Region and the Contractor under the Contract shall not be otherwise affected nor shall the completion of the Work be delayed.
- 6.1.8 In the event of default, all property, materials, articles and things whatsoever including all machinery, tools, Plant and equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, acquired, possessed or provided by the Contractor for the purpose of the Work, shall be the property of the Region and the Region may use, exercise and employ them as fully as they might have been used, exercised and employed by the Contractor.
- 6.1.9 If any balance of the Contract Price shall remain in the hands of the Region upon the completion of the measures taken by the Consultant and the fulfilment of the Contract after the Contractor's default, the Region shall pay that amount to the Contractor but neither the Region nor any officer, employee or agent thereof shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which, the work or any portion thereof, may have been or may be done or completed by the Consultant after an event of default.

- 6.1.10 In the event of an emergency, the Consultant may without notice to the Contractor to take possession and control of the Work, or any part of the Work, from the Contractor and the Consultant may take such measures as he may deem necessary or advisable. If the Consultant determines that there is an emergency, the Consultant shall notify the Contractor as soon after the commencement of the emergency as is practicable.
- 6.1.11 The Consultant may, by order in writing, at any time stop or suspend any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work or any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages or loss by reason of such order except as may be allowed in accordance with GC 5.4 - DELAY.
- 6.1.12 If the Consultant makes an order in accordance with GC 6.1.11, the Contractor shall forthwith place and maintain the Work in proper and satisfactory condition for the safety of the public and for the effectual protection of the work against damage from the elements and other causes.

PART 7 – DISPUTE RESOLUTION

GC 7.1 Negotiation, Mediation & Arbitration

- 7.1.1 Any dispute or disagreement of any kind whatsoever arising out of the Contract or Work shall not be ground for delay in the completion of the Work but shall be referred by either party in writing to the Consultant, not later than 15 working days after that party becomes aware of the circumstances giving rise to such dispute or disagreement. The Consultant will not settle a claim with respect to any dispute until such time as the party has submitted a single written claim, containing a concise statement of the relevant facts including the extent and value of the claim and any impact in the Contract Time.
- 7.1.2 The claim shall be settled by the Consultant who shall communicate his decision in writing to both parties, and the Contractor shall proceed with the Work with all due diligence in accordance with the Consultant's decision whether or not the claim may be referred to mediation or arbitration as hereinafter provided.
- 7.1.3 If a party disputes the Consultant's decision, that party shall give written notice of such dispute to the Consultant no later than 15 working days after the receipt of its decision. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the dispute, the impact on the Contract Time and the relevant provisions of the Contract. The Consultant shall reply to such notice no later than 15 working days after he receives the Contractor's submission, setting out in such reply his grounds and other relevant provisions of the Contract.
- 7.1.4 If the matter in dispute is not resolved promptly, the Consultant will give such instructions as in his opinion are necessary for the proper performance of the Work and to

prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, without prejudice to any claim they may have.

- 7.1.5 No act by either party shall be construed as a renunciation or waiver of any rights or recourse, provided that party has given the notices required by the Contract Documents and has carried out the instructions of the Consultant as provided above.
- 7.1.6 The parties may agree to utilize the services of an independent third party mediator or expert who shall be mutually agreed upon by the parties. The mediator or expert shall be knowledgeable of the issues related to the dispute. The mediator or expert shall meet with the parties together and separately, as necessary. The mediator or expert shall provide, without prejudice, a non-binding recommendation for settlement. Each party shall bear its own costs of mediation and the cost of the mediator or expert shall be shared equally by the parties.
- 7.1.7. The parties may agree to submit disputes to binding arbitration and if the parties so agree then the dispute shall be submitted to arbitration in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17.

PART 8 - PROTECTION OF PERSONS & PROPERTY

GC 8.1 Protection of Work & Property

- 8.1.1 The Contractor shall protect the Work during construction from damage from any cause whatsoever.
- 8.1.2 Where the Contractor enters onto the property of the Region, excluding the Site, the Province, any municipality, any person or any public authority for any purpose associated with the Work and in so doing disturbs that property, the Contractor shall fully restore the property to its original condition without unnecessary delay.
- 8.1.3 The Contractor shall notify all persons whose property, rights or privileges will be affected by the Work. The Contractor shall notify the Consultant in writing of the Contractor's inability or failure to notify or difficulty with any person, in which case the Consultant shall deal with the matter as the Consultant may determine, and the Contractor shall abide by the decision and the direction of the Consultant.
- 8.1.4 The Contractor shall keep the Work properly and efficiently drained during construction and until completion, and the Contractor shall be responsible for all water damage which may be caused or result from water backing up or flowing over, through, from or along any part of the Work or elsewhere.
- 8.1.5 The Contractor shall dewater all work sites and excavations as specified in the Contract Documents or otherwise directed to enable the Work to be constructed in a satisfactory manner.

- 8.1.6 When work is done during freezing weather, the Contractor shall provide the necessary means for heating and all the materials required in the Work shall be heated. All work that may be injuriously affected by frost, or which cannot, in the opinion of the Consultant, proceed satisfactorily because of the condition of the weather, must be put in proper and satisfactory condition and be carefully and well protected from damage at the cost and expense of the Contractor.
- 8.1.7 The Contractor shall not be entitled to any additional payment for compliance with the requirements of GC 8.1.4, GC 8.1.5 or GC 8.1.6 beyond the Contract Price.
- 8.1.8 The Contractor shall, at its own expense, provide, erect and maintain all requisite barriers, fences or other proper protection around the Site and must provide, keep and maintain security and lights as may be necessary or as may be ordered by the Consultant, in order to ensure safety to the public as well as to those engaged about the Site or Work. Should the Contractor neglect to carry out this requirement, the Consultant may but is not obliged to place such security, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident.
- 8.1.9 Where an existing roadway is affected by the Work, it shall be kept open to traffic and the Contractor shall be responsible for providing and maintaining for the duration of the Work, a road through the Site, whether along an existing road or on detours, in accordance with the Specifications. The Contractor shall supply, erect and maintain all appropriate traffic control devices at his expense. Compliance with GC 8.1.8 and GC 8.1.9 shall in no way relieve the Contractor of any other obligations under the Contractor's responsibility for damages to third parties.
- 8.1.10 Without limiting the generality of GC 8.1.8 and GC 8.1.9, where the Contract Documents require any work to be carried on in the evening, the Contractor shall supply, at his own expense, a sufficient number of lights to enable the Work to be done in a safe, efficient and satisfactory manner, and the Consultant may but is not obliged to require the Contractor to use additional lights if, in the opinion of the Consultant, additional lights are required, at the Contractor's expense and at no additional cost to the Region.

GC 8.2 Toxic & Hazardous Substances

- 8.2.1 The Region has taken all reasonable steps to determine whether any toxic or hazardous substances and material are present at the site and if found, has taken all reasonable steps to clean up the Site. However, if additional toxic or hazardous substances and material are found during construction, the Region will have the option to direct the Contractor to cleanup the Site at a price to be negotiated and the Contract Time may be extended in accordance with the process set out in GC 5.4 – DELAY for a reasonable period of time where it can be demonstrated by the Contractor that the Work has been delayed by the clean up. The Region shall not be liable to the Contractor for any costs related to the clean up that are not included in the negotiated price.

GC 8.3 Artefacts & Fossils

- 8.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the Site shall, as between the Region and the Contractor, be deemed to be the absolute property of the Region.
- 8.3.2 The Contractor shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 8.3.1, and shall advise the Consultant upon discovery of such items.
- 8.3.3 The Consultant will investigate the impact on the Work of the discoveries identified in paragraph 8.3.1. If conditions are found that would cause an increase or decrease in the Contractor's cost or Contract Time to perform the Work, the Consultant, with the Region's approval, will issue appropriate instructions for a change in the Work as provided in GC 5.2 - CHANGE ORDER.

GC 8.4 Construction Safety

- 8.4.1 The Contractor shall perform all work in accordance with the *Occupational Health and Safety Act*, the Contractor's Health and Safety Policy and all Applicable Laws. The Contractor, by executing the Contract, unequivocally acknowledges that the Contractor is the "Constructor" as defined in the *Occupational Health and Safety Act*.
- 8.4.2 The Contractor shall be responsible for the safety of all workers and equipment on Site and for initiating, maintaining and supervising all safety precautions and programs in conjunction with the performance of the Work. Without limiting the generality of the foregoing, the Contractor shall comply with all Applicable Laws regarding guardrails, formwork, ladders, the erection of scaffolding and fall protection.
- 8.4.3 The Contractor shall provide to the Consultant material data safety sheets for chemical substances used in the Work. Upon Final Acceptance of the Contract, the Contractor shall remove all chemical and hazardous products from the Site.
- 8.4.4 If at any time the Consultant considers the Work to be unsafe, the Consultant may direct the Contractor to take measures forthwith to ensure adequate worker, Site or public safety. Should the Contractor fail to take adequate measures, the Consultant may take any appropriate measure. The Contractor shall not be entitled to additional payment for or an extension of time for the performance of the Contract as a result of any direction made in accordance with GC 8.4.4. The fact that the Consultant has directed or has failed to direct the Contractor to take additional safety measures shall not relieve the Contractor of responsibility for all safety measures.
- 8.4.5 The Contractor shall keep the Site and the Work in as tidy a condition as is practicable. The Contractor shall not deposit any material on public property without permission of the Consultant and shall remove material without delay when and as directed by the Consultant.

Upon completion of the Work and subject to GC 3.8 – LABOUR & PRODUCTS, the Contractor shall remove all deficient work, Plant and surplus materials, as well as any rubbish, and shall leave the Site in a condition satisfactory to the Consultant. In addition, the Contractor shall carry out the final clean-up of the Work and the Site as directed by and to the satisfaction of the Consultant.

- 8.4.6 In the event that the Contractor fails to meet the obligations of GC 8.4.6, the Consultant may but is not obliged to remove material, Plant, rubbish, deficient work, etc. and proceed to do whatever is necessary to restore the Site or public property to a tidy condition at the Contractor's expense.
- 8.4.7 Whenever and wherever any work is closed, suspended or stopped, the Contractor shall gather and remove all material of every description from the Site and adjacent areas and leave the Site in a secure, safe and tidy condition. The Contractor shall maintain the Site in a secure and safe condition until work is resumed.
- 8.4.8 Without limiting the generality of GC8.4 CONSTRUCTION SAFETY, the Contractor shall prevent excessive amounts of dust and noise resulting from the Work, as the Consultant may determine in his sole discretion. The Contractor shall pay for all measures taken to control dust and noise except as otherwise provided in the Contract.
- 8.4.9 The Contractor shall enforce all Applicable Laws, including but not limited to rules, regulations and by-laws regarding smoking, on the Site.

PART 9 – GOVERNING REGULATIONS

GC 9.1 Laws, Notices, Permits & Fees

- 9.1.1 The construction of the Work and all operations connected to the Work are subject to all Applicable Laws. The Contractor's compliance with Applicable Laws shall not relieve the Contractor of the obligations set out in this Contract which may be more extensive than the requirements of Applicable Laws.
- 9.1.2 The Region will obtain and pay the fees, if any, for approvals and permits relating to the design and location of the Work, including the Building Permit. The Contractor shall cooperate and do all things necessary to expedite the Building Permit.
- 9.1.3 Unless otherwise specifically stated in the Contract Documents, the Contractor shall obtain and pay for the permits, licenses and certificates required for the performance of the Work as of the date of tender closing.
- 9.1.4 The Contractor shall notify the Ministry of Labour of the commencement of construction by mailing a "Notice of Project" in accordance with the *Occupational Health and Safety Act*.

9.1.5 As required by the Contract Documents, the Contractor shall prepare at no additional cost to the Region drawings required by authorities having jurisdiction in order to obtain all applicable and necessary approvals.

GC 9.2 Workers' Compensation

9.2.1 The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act, 1997*. In the event that the Contractor fails to make any such payment, the Region may but is not obliged to make payment on the Contractor's behalf and at the Contractor's expense.

9.2.2 The Contractor shall make, upon execution of the Contract with the Region, a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board (WSIB) stating that all assessments or compensation payable to the WSIB have been paid. Thereafter, the Contractor shall submit a satisfactory clearance letter from the WSIB every sixty (60) days during the performance and upon the completion of the Contract as further proof that such assessments or compensation have been paid.

PART 10 – INSURANCE & CONTRACT SECURITY

GC 10.1 Insurance

10.1.1 Without restricting the generality of GC11.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the insurance coverage listed herein unless otherwise stipulated. Prior to the commencement of the Work and upon the placement, renewal, amendment, or extension of any policy of insurance, the Contractor shall provide the Region with certificates of insurance and, upon request of the Consultant, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.

10.1.2 The Contractor shall obtain and maintain Comprehensive General Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence for bodily injury, death, damage to property, contractual liability, employers' liability and hostile fire and that shall provide for full cross-liability and severability of interest. Liability coverage shall be maintained for completed operations hazards from the date of Substantial Performance of the Work on an ongoing basis for a period of five (5) years and substantiated by individual certificates.

10.1.3 The Contractor shall obtain and maintain broad form automobile liability insurance in respect of licensed vehicles with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damages to property, covering all licensed vehicles owned or leased by the Contractor and non-owned automobiles.

10.1.4 The Contractor shall obtain and maintain Aircraft and Watercraft Liability Insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, subject to limits of not less than five million dollars (\$5,000,000)

inclusive per occurrence for aircraft passenger hazard, bodily injury, death, and damage to property including loss of use.

- 10.1.5 The Contractor shall obtain and maintain broad form "All Risks" Property Insurance insuring not less than the sum of the amount of the Contract Price and the full value of materials and equipment supplied by the Region.
- 10.1.6 The Contractor shall obtain and maintain Boiler and Machinery Insurance for not less than the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the Work. The insurance coverage shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form".
- 10.1.7 The Contractor shall obtain and maintain "All Risks" Contractor's Equipment Insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers pressure vessels, shall be in the form acceptable to the Region and shall not allow subrogation claims by the insurer against the Region.
- 10.1.8 All insurance policies required by this GC10.1 - INSURANCE shall:
- (a) name the Region and the Consultant, where the Consultant is not an employee of the Region, as Additional Insureds with respect to the Work;
 - (b) be endorsed to provide the Region with not less than thirty days written notice in advance of cancellation, change or amendment restricting coverage;
 - (c) allow for partial or full use or occupancy of the Work as provided for in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS; and
 - (d) be maintained continuously from the commencement of the Work until ten days after the date of the issuance of the Substantial Completion Certificate by the Consultant, unless indicated otherwise.
- 10.1.9 Where applicable, insurance policies shall provide that, in the event of a loss or damage, payment shall be made to the Region and the Contractor as their respective interest may appear. The Contractor shall act on behalf of the Region for the purpose of adjusting the amount of loss or damage payment with the Insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract. The Contractor may apply for an extension of the Contract Time in accordance with GC 5.4 - DELAY.
- 10.1.10 The Contractor shall use monies paid to the Contractor under insurance for the purpose of replacing, rebuilding, repairing and completing the Work in accordance with the Contract Documents and all material, Plant, fuel, machinery, tools and equipment which have been damaged or destroyed.

- 10.1.11 The Contractor shall be responsible for deductible amounts under the policies. Deductible limits shall be subject to the approval of the Region.
- 10.1.12 The Contractor shall maintain and pay for such insurance for any other claims for damages arising from bodily injury, including death, and from claims for property damage which may arise from his operations under this Contract. The Contractor shall deposit with the Region a Certificate of such insurance, in a form acceptable to the Region, clearly stating that the policy of insurance so provided complies with these provisions.
- 10.1.13 If the Contractor fails to provide or maintain insurance as required herein or elsewhere in the Contract Document, then the Region may but is not obliged to provide and maintain such insurance and give evidence thereof to the Contractor. The Region's cost thereof shall be payable by the Contractor to the Region on demand.

PART 11 – INDEMNIFICATION, LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES & WARRANTY

GC 11.1 Indemnification

- 11.1.1 The Contractor shall assume the defence of and indemnify and hold harmless the Region, its Council, officers, employees and agents and all those named as additional insured on any certificate of insurance provided pursuant to GC10.1 - INSURANCE, from any and all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, directly or indirectly arising or alleged to arise from the performance of or failure to perform the Work, or the acts or omissions of the Contractor, its employees, Subcontractors, agents or partners with respect to the Work, including but not limited to claims for bodily injury, sickness, death, damage to or destruction of property, the provision of labour and materials, inventions, copyrights, trademarks, royalties or patents and intellectual property rights.
- 11.1.2 The Contractor and its surety, executors, administrators, successors and assigns shall assume the defence of and fully indemnify and hold harmless the Region, its Council, officers, employees and agents from any and all liability or expenses in respect to any claim which may be made for a lien, charge, claim or liability or to any attempted attachment for debt, garnishee, process or otherwise.

GC 11.2 Liability for Property Damage to Third Parties

- 11.2.1 GC11.2 – LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES applies to third party liability claims for property damage that are less than the Contractor's applicable insurance deductible. For clarity, GC11.2 – LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES does not address the process which must be followed by the Contractor under its contract of insurance for third party bodily injury claims including death, or any claims which exceed its liability insurance deductible.

- 11.2.2 **The Region and the Contractor shall notify each other in writing forthwith of claims or potential claims arising from the Work. Upon receipt of a claim, the Contractor shall then advise the Region within 5 days of receipt of such a claim whether it shall assume responsibility for payment of the claim. Should the Contractor accept responsibility for payment of the claim, it shall contact the claimant in writing within 10 days of receipt of the claim and shall provide confirmation in writing to the Region that it has done so. The Contractor shall provide notice where applicable to its insurers in accordance with the terms of its insurance contract(s).**
- 11.2.3 Where the Contractor does not assume responsibility for the payment of a claim, the Region reserves the right to assign the claim to an independent insurance adjuster for investigation and determination. The Region shall acknowledge the claim in writing to the claimant within 10 days of the Region's receipt of the claim. The Region and the Contractor shall fully cooperate with the adjuster in working towards the timely resolution of all claims. The Contractor and the Region shall provide the adjuster with access to any and all records or documentation in relation to the works performed under the contract. The Region and the Contractor acknowledge that all claims will be investigated and responded to within approximately 30 days of receipt of the claim.
- 11.2.4 In the event of a legal proceeding or a Statement of Claim naming the Region and/or the Contractor, the Contractor shall retain legal representation and confirm in writing to the Region within 10 days that it shall assume the Region's defence in accordance with the indemnification provisions outlined in GC11.1 - INDEMNIFICATION.
- 11.2.5 The Region and the Contractor shall be bound by the final decision of the independent adjuster who shall notify the claimant in writing of the final decision with respect to the adjustment of the claim. The Region shall reserve the right to communicate to the claimant the final decision with respect to the adjustment of the claim. Where liability is found on the part of the Contractor, the adjuster shall handle settlement negotiations and all pertaining financial and legal transactions on behalf of the Region and the Contractor, including but not limited to securing a Full and Final Release and issuing the settlement funds.
- 11.2.6 In the event that the adjuster determines the Contractor to be responsible for the damages, all costs for adjuster fees, claim administration and settlement costs will be borne by the Contractor. In this case, the adjusting fees and settlement costs will be funded by the Region, and recovered from the Contractor in accordance with GC 4.7 – SET OFF.
- 11.2.7 In the event that the Contractor is found not to be responsible for the damages, the Region will bear all costs for adjuster fees and claim administration.

GC 11.3 Warranty

- 11.3.1 The Contractor warrants that with ordinary wear and tear the Work shall, until the end of the Warranty Period, remain in such condition as will meet with the approval of the Consultant. The Contractor shall correct at its cost in a manner satisfactory to the Consultant, any

imperfect work due to or arising from materials, equipment or plant incorporated into or used in the Work or due to or arising from workmanship or methods of construction that is discovered by any means at any time prior to the issuance of the Final Acceptance Certificate. The Consultant shall determine the nature, extent, cause of, responsibility for imperfect work and the necessity for rectification thereof.

- 11.3.2 One month prior to the expiry of the Warranty Period, the Contractor shall request an inspection. The inspection team shall consist of the Consultant and the Contractor. After inspection, the Consultant shall prepare a final list of deficiencies. These deficiencies shall be corrected as soon as possible and the Contractor shall notify the Consultant in writing when all items are to be completed.
- 11.3.3 Prior to the expiration of the Warranty Period, the Consultant shall carry out an inspection of the Work and shall notify the Contractor of any imperfections or outstanding deficiencies found by such inspection, provided that the failure of the Consultant to carry out an inspection or to give notification shall not relieve the Contractor or his surety from any responsibility or obligations under any provision of the Contract.
- 11.3.4 If, as a result of imperfect work for which the Contractor is responsible, the Region incurs any cost of any kind, or sustains damage or loss of any kind, the Contractor and his surety shall be liable to the Region. The amount of such costs, damage or loss shall be determined, or where necessary estimated, by the Consultant.
- 11.3.5 The Contractor shall, at any time prior to the issuance of the Final Acceptance Certificate and when required to do so by the Consultant, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Work as the Consultant may direct and shall, if required, make good again, any openings, excavations or disturbances of any property. If, in the opinion of the Consultant, any imperfect work for which the Contractor is responsible is found in the Work by such investigations, the cost of investigations and making good shall be borne by the Contractor, but if no imperfect work is found by such investigations, the cost shall be borne by the Region.
- 11.3.6 No payment certificate, document, act, failure to act, statement or representation of, by or on behalf of the Region, its employees or agents shall release the Contractor or his surety or sureties from any term of provision or of any responsibility, obligation or liability under the Contract, or shall waive or impair any of the rights and powers of the Region or of the Consultant.
- 11.3.7 Notwithstanding expiration of the Warranty Period, the Contractor shall not be relieved from correcting any defects, deficiencies or faults of which notice has been given to the Contractor prior to the expiration of the Warranty Period, notwithstanding that the Contractor may not commence or complete the correction of the work prior to the expiry of the Warranty Period.

11.3.8 The Contractor immediately prior to the expiration of the Warranty Period or upon correction of the defects or deficiencies if the defects or deficiencies were not corrected during the Warranty Period, shall request a joint inspection of the Work and the Consultant will, on being satisfied that all rectification work has been completed, issue a Final Acceptance Certificate.

11.3.9 Notwithstanding any other provision of this Contract, if any statute or by-law of the Province or municipality where the Work is being performed extends liability for faulty materials or workmanship, then the provisions of the statute or by-law shall apply.

11.4 WARRANTY SECURITY

11.4.1 The Contractor shall provide to the Region for the duration of the Warranty Period, Warranty Security as follows:

CONTRACT PRICE	VALUE OF WARRANTY SECURITY
FROM \$ TO \$	(M = million)
LESS THAN 0.1 M	4% OF FINAL CONTRACT PRICE
0.1 M 0.5 M	4,000 ON 1ST 0.1M + 3.0% ON NEXT 0.4M
0.5 M 1.0 M	16,000 " " 0.5M + 2.4% " " 0.5M
1.0 M 2.0 M	28,000 " " 1.0M + 2.2% " " 1.0M
2.0 M 4.0 M	50,000 " " 2.0M + 2.0% " " 2.0M
4.0 M 6.0 M	90,000 " " 4.0M + 1.8% " " 2.0M
6.0 M 10.0M	126,000 " " 6.0M + 1.5% " " 4.0M
Over 10.0 M	186,000 " " 10.0M + 1.0% on balance.

11.4.2 The Warranty Security, which is at no time a part of the statutory holdback, shall be retained by the Region in increments from monies that would otherwise be payable to the Contractor, commencing at, seventy percent (70%) completion of the Contract, so that by the date of Substantial Performance of the Contract the full value of the required Warranty Security has been retained.

11.4.3 The Contractor may apply in writing to the Consultant at the time of Substantial Performance to substitute for the monies retained as the Warranty and Guarantee Security an alternative security of equivalent or greater value comprising:

- (a) one or more irrevocable letters of credit or
- (b) another readily negotiable security.

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

11.4.4 Following receipt and acceptance of alternative security, the Consultant shall release to the Contractor the monies previously retained for Warranty Security purposes.

11.4.5 At the end of the Warranty Period, the Contractor may apply for a Final Acceptance Certificate by submitting to the Consultant:

- (1) A Statutory Declaration in a form acceptable to the Consultant signed by the Contractor stating that all materials, work and services, in connection with the Contract, have been paid in full and there exists no preserved or unpreserved liens.

- (2) A statement from the Workplace Safety and Insurance Board to the effect that all assessments from Workplace Safety and Insurance Board to the end of the execution of the contract have paid in full.
- (3) The Final Deficiency List issued by the Consultant, completed with the date when each deficiency was corrected.

11.4.6 The Consultant shall issue to the Contractor the Final Acceptance Certificate and authorize the release of the Warranty Security, less any deductions for uncorrected deficiencies when:

- (a) at least 12 months have passed since the date of the Substantial Performance Certificate;
- (b) the Contractor has remedied all deficiencies to the satisfaction of the Consultant;
- (c) the Consultant is satisfied that the Contractor has discharged all of its obligations under the Contract; and
- (d) the Contractor has met the requirements of GC 11.4.6.

11.4.7 Notwithstanding GC 11.4.6, on expiration of Warranty Period, the Consultant may release the Warranty Security to the Contractor on such terms and conditions as the Consultant deems advisable notwithstanding that the Final Acceptance Certificate has not been issued and that all imperfect work has not been rectified in accordance with the Contract.

11.4.8 If, when the Consultant issues the Final Acceptance Certificate, any monies are retained by the Region for any reasons, the Consultant will issue a Final Payment Certificate releasing the monies due the Contractor as necessary.

These Supplementary Conditions presuppose the use of the Regional Municipality of Halton General Conditions of Contract, as the Agreement between *Owner* and *Contractor*, as amended by the Supplementary Conditions.

The Standard Construction Document for the Stipulated Price Contract, between *Owner* and *Contractor*, consisting of the Definitions, Parts 1 to 11 inclusive, shall be governed by the Regional Municipality of Halton General Conditions of Contract, as amended by the following amendments and modifications:

AMENDMENTS TO DEFINITIONS

The Definitions, which forms part of the Regional Municipality of Halton General Conditions of Contract, are hereby amended as follows:

- .1 Add new definitions as follows:
 - a) "*Cash Allowance Disbursement Authorization (CADA)*" – A *Cash Allowance Disbursement Authorization* is an authorization to the *Contractor* to expend monies from Cash Allowances included in the *Contract Price*.
 - b) "*Construction Equipment*" – *Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
 - c) "*Change Directive*" – A written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
 - d) "*Drawings*" "*Contract Drawings*" – The graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
 - e) "*Install*" – *Install* means completion of the following activities, including the associate labour, services, plant, construction machinery and equipment to:
 - .1 Remove *Products* from storage and locate for placement,
 - .2 Position and adjust *Products* for final placement,
 - .3 Affix and anchor *Products* in final placement, in accordance with manufacturers' instructions and *Contract Documents*,
 - .4 Commission and adjust *Products* for proper operation.
 - f) "*Net Actual Cost*" – Means the total cost of all labour and materials, excluding Harmonized Sales Tax (HST) but including all other eligible taxes, and is the amount prior to the application of the additional payment rate when determining the cost of extra work.
 - g) "*Notice in Writing*" – A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with GC 2.4 NOTICE.
 - h) "*Place of the Work*" "*Site*" – The *Place of the Work* and *Site* is the designated location of the *Work* as identified by the *Contract Documents*.
 - i) "*Products*" – *Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- j) *“Project”* – The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- k) *“Request for Information”* – Written documentation sent by the *Contractor* to the *Owner* or to the *Owner’s* representative or the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings*, and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*.
- l) *“Specifications”* – The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- m) *“Supply”* - *Supply* means completion of the following activities, including the associated labour, services, plant, construction machinery and equipment required to:
 - .1 Fabricate or purchase Products,
 - .2 Deliver Products to the Place of the Work,
 - .3 Unload Products,
 - .4 Store Products in accordance with manufacturer's instructions.

GENERAL

- .1 Where a General Condition or paragraph of the Regional Municipality of Halton General Conditions of 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.

PART 1 - GENERAL PROVISIONS**GC 1.1 CONTRACT DOCUMENTS**

- .1 In paragraph 1.1.3 revise the order of precedence of the *Contract Documents* as follows:
 - a) *Change Orders* and/or *Change Directives*
 - b) *Agreement*
 - c) *Addenda*, as issued
 - d) *Pricing Form* as approved and accepted by the *Owner*
 - e) *Supplementary Conditions*
 - f) The Regional Municipality of Halton General Conditions of Contract, *October 4, 2006*
 - g) *Division 01* of the *Specifications*
 - h) *Division 02* to *Division 49* of the *Specifications*
 - i) *material, equipment and finishing schedules* included in the *Drawings*
 - j) the *Drawings*

PART 2 - ADMINISTRATION OF THE CONTRACT**GC 2.2 ROLE OF THE CONSULTANT**

- .1 Delete paragraph 2.2.1 and replace with:

- 2.2.1 The *Consultant* shall interpret and make such corrections of the *Contract Documents* during the execution of the *Work* as may be necessary for fulfillment of their design intent.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- .1 Add "Reasonable notice shall not be less than forty-eight (48) hours prior to the time and date proposed for the inspection." to the end of paragraph 2.3.9.

GC 2.4 Notice

- .1 Change "Commissioner of Planning and Public Works" to "Director, Asset Management" on line 3 of 2.4.2

PART 3 - EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- .1 Supplement paragraph 3.1.1 by adding the following:
- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*. The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the *Work* under the *Contract*.

GC 3.4 DOCUMENT REVIEW

- .1 Add new paragraph 3.4.3 as follows:
- 3.4.3 The *Contractor* shall follow the procedures as set forth in the *Contract Documents*. All requests are to be formal, written, and tracked, beginning with a *Request for Information* from the *Contractor*. If the *Request for Information* results in a change to the *Work* as specified in the *Contract Documents*, the *Consultant* will then issue a written request for *Change Order*, as set forth in GC 5.2 CHANGE ORDER.

GC 3.5 CONSTRUCTION SCHEDULE

- .1 Add new paragraph 3.5.9 as follows:
- 3.5.9 The Contractor shall provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule referred to in paragraph 3.5.1 or any successor or revised schedule accepted by the Owner pursuant to GC 3.5 CONSTRUCTION SCHEDULE.
- .2 Add new paragraph 3.5.10 as follows:
- 3.5.10 If, after applying the expertise and resources required under paragraph 3.5.9, the *Contractor* forms the opinion that the slippage in schedule reported in paragraph 3.5.5 cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.5.5, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 5 - CHANGES IN THE WORK.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- .1 In paragraph 3.7.4 delete the words “fifteen (15) days” and replace with the words “ten (10) *Working Days*” in the first line.
- .2 Add new paragraph 3.7.5 as follows:
 - 3.7.5 The *Contractor* shall:
 - .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors* or *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- .3 Add new paragraph 3.7.6 as follows:
 - 3.7.6 The *Contractor* agrees not to change *Subcontractors* without prior written approval of the *Owner*, which approval will not be unreasonably withheld.

GC 3.10 SHOP DRAWINGS & OTHER SUBMITTALS

- .1 Add “and other *Submittals*” after the words “*Shop Drawings*” in all paragraphs under GC 3.10 SHOP DRAWINGS & OTHER SUBMITTALS.
- .2 Add new paragraph 3.10.8 as follows:
 - 3.10.8 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 other *Submittals*.
- .3 Add new paragraph 3.10.9 as follows:
 - 3.10.9 The *Consultant* will review and return *Shop Drawings* and other *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*.

PART 4 - PAYMENT**GC 4.1 APPLICATIONS FOR PROGRESS PAYMENT**

- .1 In paragraph 4.1.1 delete the word “statement” in the second line and replace with the words “schedule of values”.
- .2 Delete paragraph 4.1.2 and replace with:
 - 4.1.2 The *Consultant* shall approximate monthly progress of the *Work* at the end of each calendar month except where the *Work* has been suspended. An authorized representative of the *Contractor* shall assist the *Consultant* in determining the value of the *Work* completed at the end of each calendar month

except where the *Work* has been suspended and shall furnish all particulars required by the *Consultant*.

GC 4.3 SUBSTANTIAL PERFORMANCE

- .1 In paragraph 4.3.4(4) add the words “guarantees and warranties” after the word “instructions”.

PART 5 - CHANGES IN THE WORK

GC 5.2 CHANGE ORDER

- .1 Revise GC 5.2 title to read as follows: “GC 5.2 Change Control”
- .2 Delete paragraph 5.2.2 in its entirety.
- .3 Insert paragraph 5.2.2 title “Change Order, Change Directive”
- .4 Add new subparagraph 5.2.2.1 as follows:

5.2.2.1 Change Order

When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Contractor* with written description of the proposed change in the *Work* in the form of a *Contemplated Change Order*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*. The *Contractor* shall also provide the following:

- .1 The method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, from the *Subcontractors* on the *Subcontractors’* letterhead.
- .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.

- .5 Add new subparagraph 5.2.2.2 as follows:

5.2.2.2 Change Directive

If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*. A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*. A *Change Directive* shall not be used to direct a change in the *Contract Time* only. Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor’s* actual expenditures and savings attributable to the *Change Directive*, valued as follows:

- .1 If the change results in a net increase in the *Contractor’s* cost; the *Contract Price* shall be increased by the amount of the net increase in the *Contractor’s* cost, plus the *Contractor’s* percentage fee on such net increase.

- .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
- .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- .6 Delete paragraphs 5.2.3 and 5.2.4 in their entirety.
- .7 In paragraph 5.2.5 replace "GC 5.2.3" with "GC 5.2.2.1" and "GC 5.2.4" with "GC 5.2.2.2".
- .8 In paragraph 5.2.6 add the word "Supplemental" before the word "Instructions".
- .9 Delete paragraph 5.2.9 and replace with:
 - 5.2.9 Where work is added pursuant to GC 5.2.2.1 *Change Order* or GC 5.2.2.2 *Change Directive*, the *Contract Price* shall be increased only by the *Net Actual Cost* of all labour and materials, excluding Harmonized Sales Tax (HST) but including all other eligible taxes, plus an additional amount calculated as follows, identified separately:
 - .1 For *Contractor's* own work:

<u>Additional Payment Rate</u>	<u>Cost</u>
15%	first \$10,000.00
5%	any amount over \$10,000.00
 - .2 For *Subcontractor's* work:
 - .1 *Subcontractor's* own work:

<u>Additional Payment Rate</u>	<u>Cost</u>
15%	first \$10,000.00
5%	any amount over \$10,000.00
 - .2 *Contractor's* additional payment on *Subcontractor's* work:

<u>Additional Payment Rate</u>	<u>Cost</u>
5%	Total <i>Net Actual Cost</i> of all <i>Subcontractor's</i> work.
- .10 Delete paragraph 5.2.10 in its entirety.
- .11 In paragraph 5.2.14 delete the words "or GC 5.2.10".
- .12 Add new paragraphs 5.2.15 through 5.2.22:
 - 5.2.15 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.
 - 5.2.16 Overhead as referred to in paragraphs 5.2.17 and 5.2.19, includes without limitations, all site and head office overheads including insurance and bonding, associated traveling costs, financing costs including hold back, bonding and insurance costs; the salaries of superintendents, engineer, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the Work; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and licenses and permits, except when these are special for particular item or work.
 - 5.2.17 Labour costs shall be the actual, prevailing rates at *the Place of Work* paid to the workers, plus Statutory charges on labour including Workers' Compensation, Unemployment Insurance, Canada Pension, Vacation Pay, and Medical

- Insurance. Material costs shall be the actual cost of all materials and shall not include overhead as described in paragraph 5.2.16.
- 5.2.18 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.
- 5.2.19 Unit and Alternative Prices included in the *Contract* include *Supply, Installation, Products*, equipment, services, materials, labour, overhead as described in paragraph 5.2.16, profit and taxes, but exclude Harmonized Sales Tax (HST).
- 5.2.20 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of *Cash Allowance Disbursement Authorizations*.
- 5.2.21 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including *Overhead* and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 5.2.22 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof.

GC 5.3 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 5.3.7 as follows:

- 5.3.7 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care, skill and diligence that would normally be exercised by an experienced and prudent contractor bidding on or supplying similar services for similar projects, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of the bid.

GC 10.1 INSURANCE

- .1 In paragraph 10.1.2 add the following words "and ten million dollars (\$10,000,000) in the aggregate" after the words "five million dollars (\$5,000,000) per occurrence" in the second line.
- .2 In paragraph 10.1.2 add the following after the last sentence: "Name the *Owner*, The Regional Municipality of Halton, all relevant consultant(s), and the *Consultant*, where the *Consultant* is not an employee of the *Owner*, as Additional Insureds under the Comprehensive General Liability Insurance."
- .3 Delete paragraph 10.1.8 in its entirety.

PART 1 – GENERAL PROVISIONS (CONTINUED)

GC 1.2 LAW

.1 Add new paragraph 1.2.2 as follows:

1.2.2 CONFORMITY WITH THE *CONSTRUCTION ACT* (ONTARIO) - The parties hereto acknowledge that the Contract is subject to amendments to the *Construction Act* (Ontario) (the "Act") that came into effect on July 1, 2018. In the event that any provisions of the Contract Documents do not conform with the Act, they shall be deemed to be amended in so far as is necessary to be in conformity.

END OF DOCUMENT

THE REGIONAL MUNICIPALITY OF HALTON

SPECIAL PROVISIONS

1.0 Introduction and Project Understanding

- 1.1 The Region's Asset Management Division is issuing this Request for Quotation on behalf of Halton Community Housing Corporation (HCHC) to obtain pricing from qualified Contractors for Realignment of the Laundry Exhaust, located at Martin House, 189 Ontario St. S, Milton, Ontario. Upon award of a contract, a purchase order shall be issued by the Region/HCHC.
- 1.2 Martin House is an occupied multi story residential building. All work shall be completed in a manner that is safe and poses the least possible disruption to the residents and tenants. This will require implementing phasing, working only during regular business hours as well as taking adequate safety measures.
- 1.3 Contractor must complete all work identified in this Request for Quotation in accordance with Special Provisions, Section 5.0, Time Line Schedule. By submitting a bid, the Contractor commits to this schedule constraint.
- 1.4 All submissions are to be as per the specifications or approved equivalent as determined by the Halton Region Representative. Alternate approved equivalents may be considered for review. **All alternate product requests must be submitted in accordance with Special Provisions Section 4.0 Cut-off for Questions Concerning Bid Document.**

2.0 Scope of Work

- 2.1 The Scope of Work is as identified in the drawings and specifications and shall include but not be limited to the following:
- Installation of new exhaust fan for the gas dryers in the ground floor laundry room
 - Installation of new galvanized metal stack with JVC jacketing on the discharge side of the exhaust fan
 - Power and control for the fan
- 2.2 In addition to the scope of work identified in Section 2.1, the project scope includes the safety provisions for the duration of construction and final clean up after all construction is completed. The contractor shall provide protection of all existing surfaces during construction. The contractor will be responsible for any and all damage caused or resulting from construction activities and shall repair all damages at their cost with no compensation from the Region.

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3.0 Non-Mandatory Site Meeting

3.1 A Non Mandatory Site Meeting will be held at the date and time shown below:

Date: Tuesday, October 16, 2018
Time: 10:00 a.m.
Location: Martin House (HCHC)
189 Ontario St. S, Milton, ON

3.2 Attendees will be met at the main front reception area of the building and will be escorted to the site. The site meeting will begin promptly at the designated time. Bidders are encouraged to arrive prior to the time indicated above in order to sign in. Visitors' parking is available to the north of the building; no parking will be available in front of the entrance of the building.

3.3 While not mandatory, the Region strongly recommends that Bidders attend the site visit in order to familiarize themselves with the existing conditions prior to submitting their Bid.

3.4 Attendees will be provided with an overview of the project. It is the responsibility of each Bidder to conduct a sufficient investigation of the site and of the Work and obtain all required information about local conditions to be met with during the Work prior to submitting their Bid.

3.5 The Bidders shall make their own estimates and measurements of the facilities and difficulties that may be encountered. Bidders may not claim at any time after submission of the bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions evident or apparent during the Bid period.

3.6 The Region will not be held responsible for a Bidder's failure to obtain such information. The Region assumes no responsibility and will not pay additional costs for any omissions in the Bid Submission as a result of site-specific conditions that Bidders could have seen if they visited the sites.

4.0 Cut-off for Questions Concerning the Bid Document

4.1 Any questions regarding this Request for Quotations are to be submitted in writing through Halton Region's website at Bids and Tenders (<https://haltonregion.bidsandtenders.ca>) by using the "Submit a Question" link associated with this bid request.

Questions are to be submitted no later than Friday October 19, 2018 at 4:00 p.m.

4.2 The Region reserves the right to neither accept nor consider any questions received after 4:00 p.m. on the date specified above. The Region will review all questions received and prepare a response that is made available, as an addendum if necessary, to all Document Takers.

THE REGIONAL MUNICIPALITY OF HALTON

5.0 *Time Line Schedule*

EVENT	DATE
Non-Mandatory Site Meeting	Tuesday October 16, 2018 at 10:00am
Cut-Off for Questions	Friday October 19, 2018 at 4:00pm
Request for Quotations Closes	Thursday, October 25, 2018 at 2:00 p.m. (Oakville Time)
Award of Contract	TBD
Construction Start Date	Monday November 12, 2018
Substantial Completion Date	Friday, November 30, 2018
Total Completion Date	Friday December 7, 2018

6.0 *Warranty Period*

- 6.1 The Contractor warrants that the Works shall, with ordinary wear and tear, remain in such conditions as will meet with the approval of the Regional Representative for a period of twelve (12) months for labor and products or as identified in the specification, whichever is longer, from the date of the issuance of substantial completion certificates. The Contractor agrees to make good, in a manner satisfactory to the Regional Representative any imperfections due to material or workmanship. The decision of the Regional Representative as to the nature, extent and cause of such imperfections and the necessity for remedying the same shall be final.
- 6.2 Should the Contractor fail to comply with the directions of the Regional Representative, the latter may, after giving the Contractor twenty-four (24) hours' notice, perform the necessary work. Should the Regional Representative judge the failure to be an emergency, they may waive the twenty-four (24) hours' notice and perform the necessary work. In both cases, the cost of such work is to be paid, on demand, by the Contractor or failing that, by the Region from any monies owing to the Contractor or by drawing on any securities associated with the Contract.
- 6.3 If the Regional Representative notifies the Contractor in writing of imperfections prior to the termination of the warranty period, the Contractor shall make good the imperfections as specified above, notwithstanding that the work of making good may commence after or extend beyond the end of the warranty period.
- 6.4 The Contractor warrants also that the materials comply with the Specifications and that the Works and materials are free from defects in workmanship and material.
- 6.5 The Contractor shall ensure that all warranties existing or that come in to place during the Term of the Agreement are exercised, for new and repaired materials, equipment, etc., and shall be responsible for obtaining any product and other warranties on behalf of the Region.

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6.6 The Contractor warrants that the works and materials are free from defects in workmanship and material.

7.0 Working Hours

7.1 All work must be completed between 8:30 am to 4:30 pm; Monday to Friday. Work can only be completed outside of these hours if written approval is given to the Contractor by the Region.

8.0 Site Temporary Facilities

8.1 Temporary toilets will be required for this project. No access will be available to building restrooms.

9.0 Dust Control

9.1 Contractor shall implement dust control measures to minimize dust generation and travel in the facility. Contractor shall allow in their base bid for provision of dust control measures including hoarding around construction, covering of return air grills, provision of hepa filter vacuums, wetting of drywall before cutting, using dust control taping compound, etc. all to the satisfaction of the Regional representative

10.0 Ontario Regulation 191/11 – Integrated Accessibility Standards

10.1 Ontario Regulation 191/11 – Integrated Accessibility Standards, passed under the Accessibility for Ontarians with Disabilities Act, 2005, requires that all persons who provide goods, services or facilities on behalf of Halton Region must receive training:

- on the requirements of the accessibility standards referred to in the Regulation and on the Human Rights Code as it pertains to people with disabilities; and
- on the provision of Halton Region's goods, services or facilities, to people with disabilities, including any updates to Halton Region's policies regarding same, as set out in "Accessible Customer Service at Halton Region" available at www.halton.ca.

Pursuant to the Regulation, records of the training identified above must be kept including the dates on which the training is provided and the number of individuals to whom it is provided.

Contractors are responsible for meeting these training and record keeping requirements and warrant that they shall ensure all of their employees, agents, and/or subcontractors who provide goods, services or facilities on behalf of Halton Region will receive adequate training in order to meet the requirements of the Regulation and that records of this training will be maintained.

THE REGIONAL MUNICIPALITY OF HALTON

Upon the Region's request, the Contractor shall provide the Region with evidence of compliance with the training requirements under Ontario Regulation 191/11 and permit the Region or its agents to conduct a review or audit of the Contractor's fulfillment of these training requirements. The Contractor will be required to co-operate with any such request and provide the Region with access to its employees and any records related to the training requirement as may be requested by the Region.

10.2 Accessible Formats

The Contractor shall ensure that any information, products, deliverables and/or communications produced pursuant to the Contract are available in an accessible format, as defined in Ontario Regulation 191/11 – Integrated Accessibility Standards, unless deemed unconvertible, as outlined in the Regulation.

END OF SPECIAL PROVISIONS

PROJECT SPECIFICATIONS

00 PROCUREMENT AND CONTRACTING REQUIREMENTS
00 30 00 - AVAILABLE INFORMATION
1.0 EXISTING CONDITION INFORMATION
1.1 REVIEW WITH OWNER IF EXISTING DRAWINGS ARE AVAILABLE FOR REVIEW...

00 70 00 - GENERAL CONDITIONS
1.0 INTENT
1.1 INCLUDE ALL MATERIAL, LABOUR, EQUIPMENT, AND PLANT CONTRIBUTION AS NECESSARY TO MAKE A COMPLETE INSTALLATION AS SHOWN AND SPECIFIED HEREIN...

00 73 00 - SUPPLEMENTARY CONDITIONS
1.0 GENERAL
1.1 THE REQUIREMENTS OF THE SUPPLEMENTARY GENERAL CONDITIONS APPLY TO THIS SPECIFICATION AS THOUGH WRITTEN IN FULL HEREIN...

01 GENERAL REQUIREMENTS
01 10 00 - SUMMARY
1.0 SUMMARY OF WORK
1.1 DEMOLITION OF EXISTING, RECONFIGURATION, AND NEW FACILITY SERVICES TO SUIT CHANGES TO OWNERS EQUIPMENT...

02 INSPECTIONS
6.1 FURNISH A CERTIFICATE OF ACCEPTANCE FROM INSPECTION DEPARTMENT ON COMPLETION OF WORK.
6.2 THE CONSULTANT WILL CARRY OUT INSPECTIONS AND PREPARE DEFICIENCY LISTS FOR ACTION BY THE CONTRACTOR...

03 ELECTRICAL
5 ELECTRICAL
1 PROVIDE CERTIFICATE OF ACCEPTANCE FROM ELECTRICAL INSPECTION DEPARTMENT.
2 ANY DEVICES NOT INSTALLED MUST HAVE THE WIRING MADE SAFE AND TERMINATED IN AN OUTLET BOX COMPLETE WITH COVER...

04 THERMAL AND MOISTURE PROTECTION
07 00 00 - FIRE AND SMOKE PROTECTION
1.0 FIRESTOPPING
1.1 PROVIDE APPROVED FIRESTOPPING MATERIAL TO MAINTAIN INTEGRITY OF FIRE SEPARATIONS.
1.2 MANUFACTURERS: 3M, AD FIRE PROTECTION, HILTI, OR APPROVED EQUAL...

LEGEND
SYMBOL DESCRIPTION
GENERAL
NEW WORK
WORK TO BE DEMOLISHED OR REMOVED
EXISTING SERVICES/EQUIPMENT/WORK TO REMAIN

Sheet List Table
SHEET NUMBER SHEET TITLE
M001 MECHANICAL SPECIFICATION, SCHEDULES AND LEGENDS
M111 HVAC NEW LAYOUT

Table with columns: No., DATE, DESCRIPTION, DW, N, CH, D. Includes revision history for JUN 30, 2018, JUN 13, 2018, MAY 25, 2018.

Table with columns: CONSTRUCTION, TENDER, PERMIT, FOR, DATE, ISSUED BY. Includes dates SEP 24, 2018, JULY 03, 2018.

PROJECT NORTH
THESE DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND MUST BE RETURNED AT COMPLETION OF WORK OR UPON REQUEST.
Halton Reg Martin House Laundry REALIGNMENT OF LAUNDRY EXHAUST
169 Ontario St. S. Milton, ON
RDC racon data centres

GENERAL HVAC NOTES:	
1.	ALL DUCTS SHALL BE C/W SUPPORTS AND NECESSARY HARDWARE TO COMPLETE THE INSTALLATION . PROVIDE DUCT WORK IN ACCORDANCE WITH WITH SMACNA STANDARDS.
2.	THERMALLY INSULATE ENTIRE EXHAUST AIR DUCT.
3.	ALL DRYER EXHAUST DUCT TO BE RIGID ALUMINIUM OR RIGID GALVANIZED STEEL DUCT. (PLASTIC OR OTHER COMBUSTIBLE MATERIAL IS NOT ALLOWED TO USE FOR DRYER VENT).

DEMOLITION HVAC NOTES:	
1.	REMOVE VENT PIPE IN THE ENCLOSURE BEHIND THE DRYERS TO THE EXTERNAL WALL. REMOVE EXHAUST LOUVER, SEAL OPENING OF LOUVER WITH MATCHING BRICK SIMULATOR TO WHAT INSTALLED.

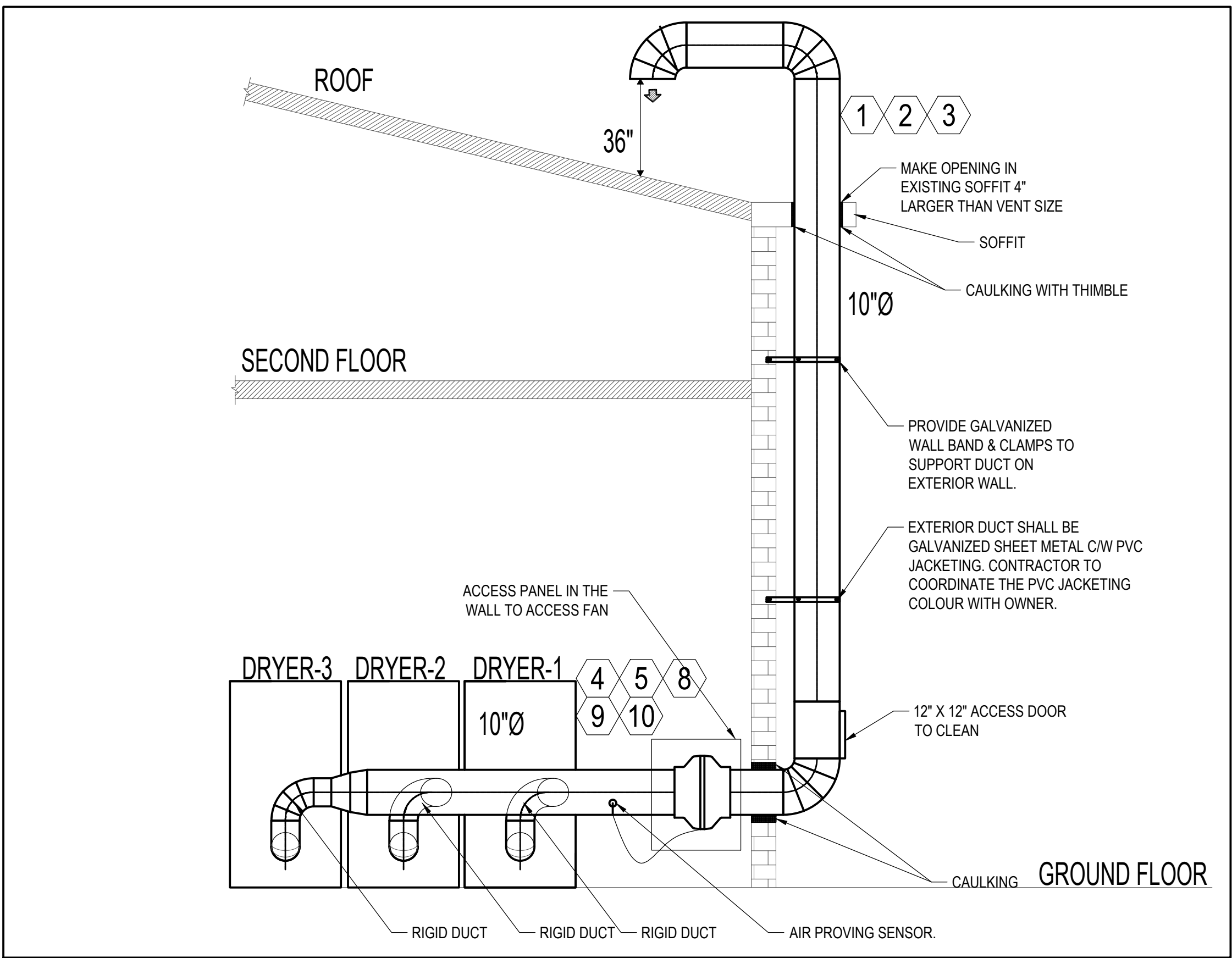
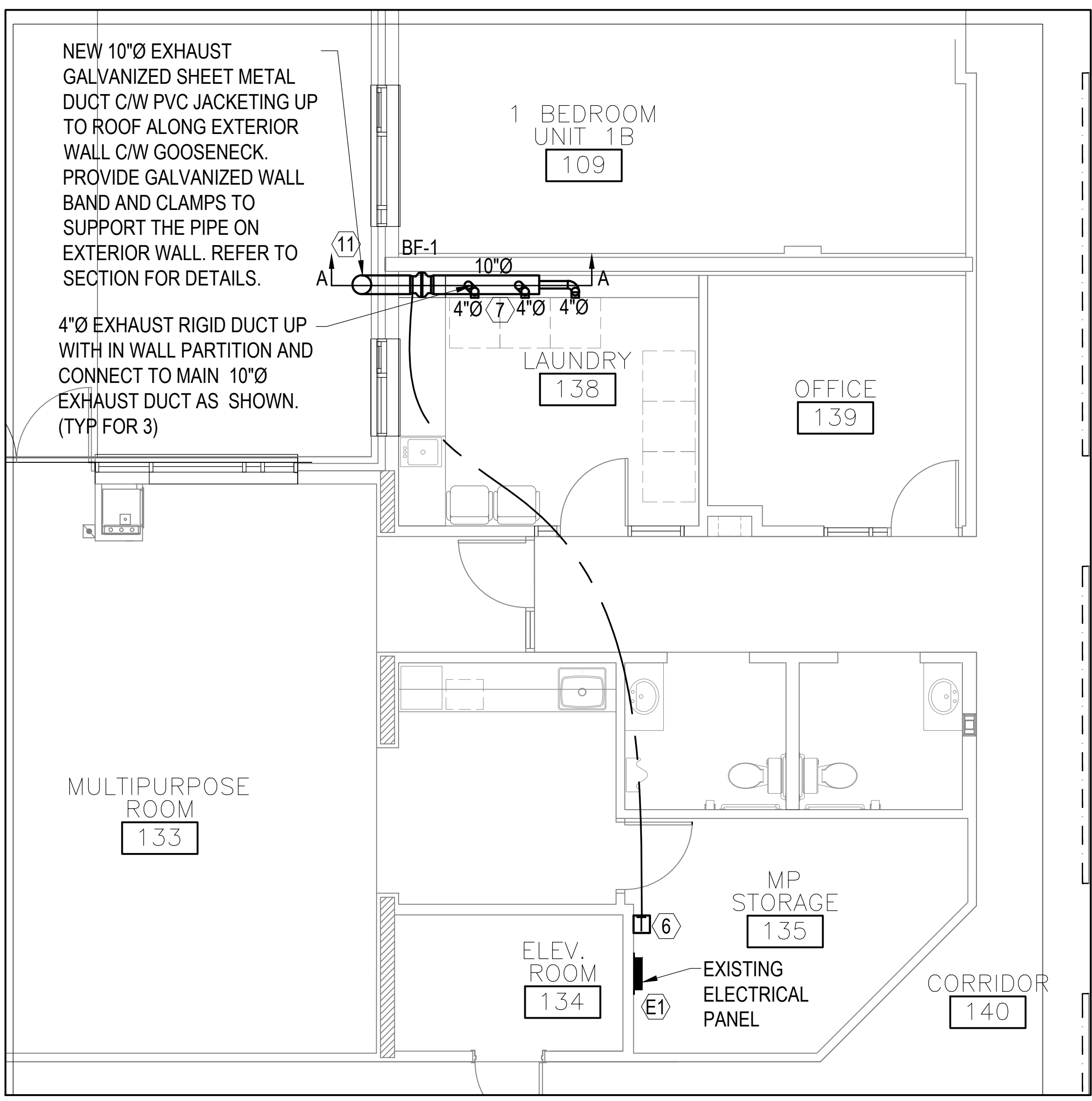
CONSTRUCTION HVAC NOTES:	
1.	COORDINATE WORK WITH MANAGEMENT.
2.	WORK OUTSIDE SHALL BE COORDINATED WITH MANAGEMENT. CONTRACTOR SHALL PREVENT ANY DAMAGES TO THE BUILDING OR TREES IN THE AREA AND IN CASE OF DAMAGE REPLACE WITH LIKE.

DRAWING NOTES:	
1.	PROVIDE NECESSARY SUPPORT TO THE VENT PIPE FROM THE ROOF.
2.	FIX THE SOFFIT AND PROVIDE ADDITIONAL SUPPORT FOR THE SOFFIT AFTER INSTALLING AROUND THE VENT PIPE.
3.	VENT PIPE SHALL BE STAINLESS STEEL WITH 1" INSULATION AND EXTERNAL STAINLESS STEEL PIPE.
4.	INSTALL FLOW SENSOR IN THE EXHAUST DUCT, SENSOR SHALL SHUT DOWN GAS SOLENOID VALVE FEEDING THE DRYER WHEN FAN IN NOT OPERATIONAL.
5.	PROVIDE CONTROL DEVICE TO INTERLOCK FLOW SENSOR AND GAS SOLENOID VALVE. GAS SOLENOID SIZE SHALL MATCH EXISTING GAS LINE. (CONFIRM ON SITE).
6.	FAN SHALL BE CONFECTED TO TIMER TO OPERATE FAN DURING OPERATIONAL HOURS SET BY BUILDING MANAGEMENT.
7.	CONNECTION OF VENT PIPE FROM DRYER TO MAIN LINE SHALL BE RIGID WITH 45° CONNECTION.
8.	PROVIDE ACCESS PANEL TO THE FAN.
9.	RELOCATED BASEBOARD HEATER, IF NEEDED TO ALLOW FOR FAN INSTALLATION.
10.	IF THE EXISTING DRY WALL ENCLOSURE IS NOT SUFFICIENT FOR THE FAN, MAKE THE ENCLOSURE LARGER WITH ACCESS DOOR TO ACCOMMODATE NEW FAN.
11.	INSTALL PVC JACKETING SUITABLE FOR OUTDOOR INSTALLATION. COLOUR SHALL BE COORDINATED WITH HALTON REGION. COLOUR TO BE PICKED FROM ATTACHED CHART.

ELECTRICAL NOTES:	
E1.	PROVIDE 15A-1PHASE BREAKER IN EXISTING ELECTRICAL PANEL AND RUN 2 #12 RW90 IN 21MM CONDUIT AND CONNECT NEW EXHAUST FAN. UPDATE PANEL SCHEDULE TO SUIT.

EXHAUST FAN SCHEDULE

UNIT TAG	MAKE	MODEL	SERVICE	LOCATION	AIR FLOW RATE (CFM)	ESP (IN)	MOTOR (WATTS)	FAN RPM	POWER SUPPLY	WEIGHT (LBS)	NOTES/REMARKS
BF-01	REVERSOMATIC	RI-700	LAUNDRY	INSIDE WALL	675	0.3	245	3100	115/1/60	-	BOOSTER FAN TO BE C/W SUSPENSION BRACKET, BACK DRAFT DAMPER WITH BUTTERFLY VALVE TO PREVENT COLD AIR FROM ENTERING WHEN FAN IS NOT IN USE, SPEED CONTROLLER AND PRESSURE SENSOR (MOUNTED INSIDE DUCT) FOR FAN OPERATION.



SECTION - AA & ELEVATION
SCALE: 1:50

No.	DATE	DESCRIPTION	DW'N	CH'D
3	JUN 30, 2018	REVISED AS PER CITY COMMENTS	RP	ZH
2	JUN 13, 2018	ISSUED FOR 90% CLIENT REVIEW	RP	ZH
1	MAY 25, 2018	ISSUED FOR SCHEMATIC DESIGN	RP	ZH

DESTROY ALL PRINTS DATED PREVIOUS TO FINAL DATE ABOVE.

REVISIONS

THIS DRAWING SHALL ONLY BE USED WHEN SIGNED FOR THE PURPOSE SPECIFIED BELOW.

CONSTRUCTION	DATE	ISSUED BY
TENDER	SEP 24, 2018	MA
PERMIT	JULY 03, 2018	MA

FOR SUBMISSIONS

THE SPECIFICATIONS ARE TO BE CONSIDERED AS AN INTEGRAL PART OF THESE DRAWINGS AND NEITHER THE DRAWINGS NOR THE SPECIFICATIONS SHALL BE USED ALONE. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. DO NOT SCALE.

THESE DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND MUST BE RETURNED AT COMPLETION OF WORK OR UPON REQUEST.

RDC
racon data centres
5747 Coopers Avenue | TEL: 905.507.0800
Mississauga, Ontario | FAX: 905.507.0081
1-877-189-1 WEB: www.racon-rl.com

PROJECT
**Halton Reg Martin House Laundry
REALIGNMENT OF LAUNDRY EXHAUST**
189 Ontario St. S, Milton, ON

TITLE
HVAC NEW LAYOUT

DRAWN	CHECKED	PROJECT No.
RP	ZH	2578
SCALE	DRAWING No.	
AS SHOWN	M111	

THE REGIONAL MUNICIPALITY OF HALTON

PRICING SUMMARY

The Lump Sum Price listed below is for the complete work, all in accordance with the contract documents, **excluding HST**. Any item not specifically mentioned in this Pricing Summary, but shown on the drawings and/or specifications, or required to complete the work will be considered to be included in the price.

Item #	Description	Price
1	LUMP SUM PRICE TO PROVIDE ALL LABOUR, MATERIAL AND EQUIPMENT TO COMPLETE THE FULL SCOPE OF WORK FOR RFQ # Q-633-18, REALIGNMENT OF LAUNDRY EXHAUST AT 189 ONTARIO ST. S, MILTON, ON, AND ALL ASSOCIATED WORKS AS PER ALL BID TERMS, CONDITIONS, DRAWINGS AND SPECIFICATIONS.	\$
2	CONTINGENCY ALLOWANCE	\$ 2,000.00 *
TOTAL QUOTATION PRICE (EXCLUDING 13% HST) (Item # 1 + # 2)		\$ **

**** TRANSFER TOTAL QUOTATION PRICE (EXCLUDING HST) TO THE FRONT COVER SIGNATURE SHEET**

*** Funds held in reserve should an unforeseen event during construction occur. These funds will not be allocated without prior written approval from the Regional Representative. All unallocated funds will be considered a credit to Halton Region at the end of the contract period.**

Payment Terms: If a payment discount is not offered, then payment shall be made net 30 days from date of invoice or receipt of goods, whichever is later.

Payment Discount (Bidder to fill in if applicable): _____

Freight: FOB Destination Freight Prepaid & Allowed

GST/HST Registration # _____

WSIB Certificate # _____

I (WE) _____
have carefully examined all documents contained in the Document Package, including Addendum/Addenda No. _____ to _____ *** inclusive.

***** The Bidder will insert here the number(s) of the Addendum/Addenda received during the bidding period and taken into account in preparing the Bid.**

THE REGIONAL MUNICIPALITY OF HALTON

References (for three projects with similar scope completed in the past five (5) years)

Company Name	Contact Name	Phone Number/ Email Address	Contract Value

Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS)

Indicate if goods to be supplied require Material Safety Data Sheets / Safety Data Sheets

_____ Yes _____ No



HALTON REGION Vendor Code of Conduct



13 70
94 85

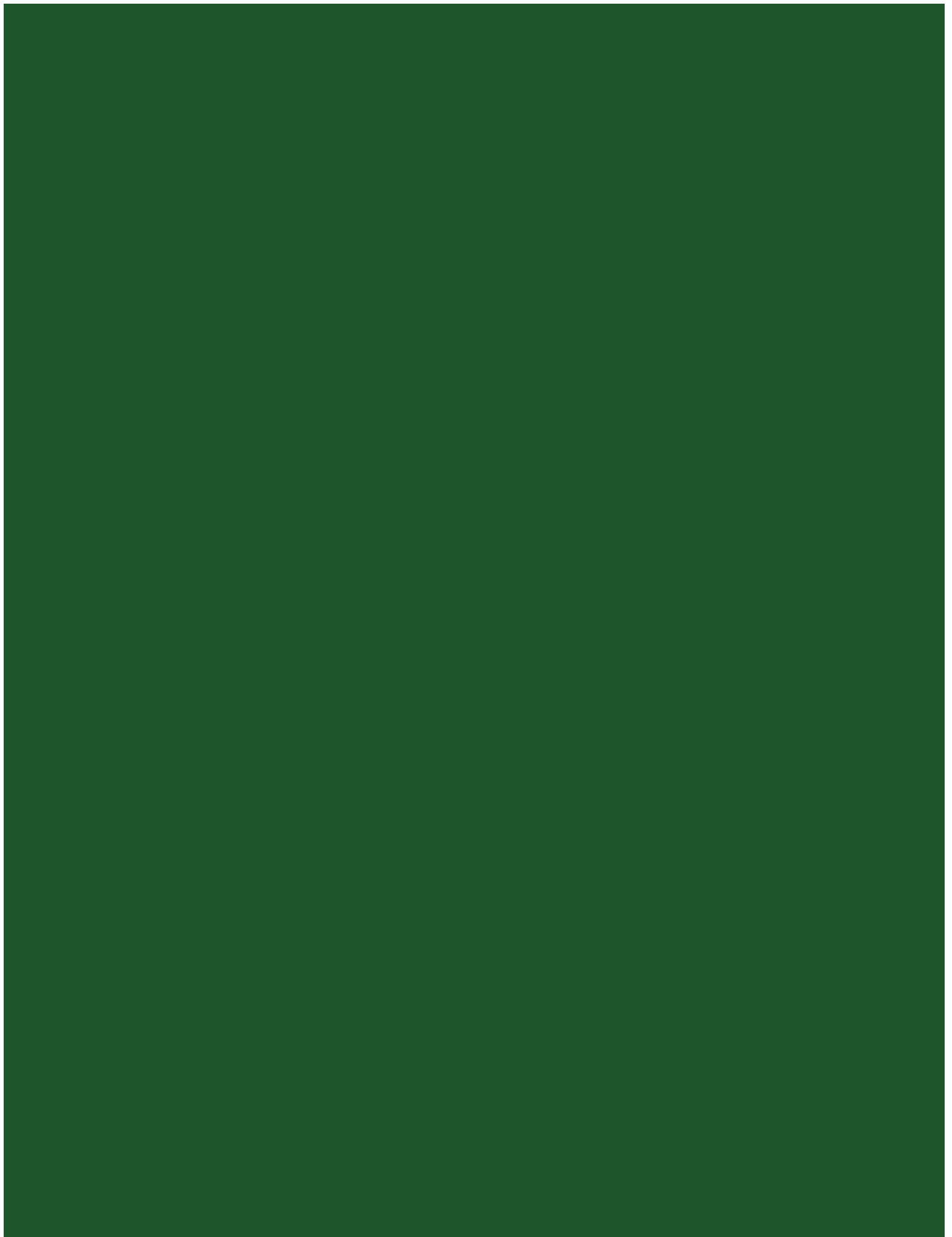
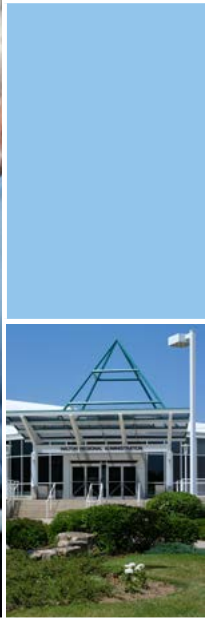


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Introduction and Purpose

The Regional Municipality of Halton (herein after referred to as “The Region”) is committed to purchasing goods and services from responsible Vendors that provide quality goods and services at competitive prices. Vendors, subcontractors, employees, agents, bidders and potential bidders that provide goods and services to the Region (herein after referred to as “Vendors”) are expected to support the Region’s goals and objectives of encouraging competitive bidding, ensuring fairness, accountability and transparency in the procurement process, and obtaining the best possible value in the procurement of goods and services for the Region.

The Region expects Vendors to perform all duties in a competent and impartial manner that can withstand the closest public scrutiny. Vendors are expected to exercise good judgement when doing business with the Region. This Vendor Code of Conduct (herein after referred to as “Vendor Code”) sets out the principles applicable to Vendors that wish to establish and maintain a business relationship with the Region. The Region is confirming its intention to do business with Vendors that demonstrate solid business integrity that aligns with the Region’s core values and high standards of ethical behaviour. Vendors must also inform their employees and any sub-contractors or sub-vendors about this Vendor Code.

The Vendor Code is consistent with Halton Region’s Code of Conduct, which sets out the expectations for Regional staff. The Region’s Code of Conduct is available on the Region’s website.

The Vendor Code should not be read in lieu of, but in addition, to Vendors obligations as set out in any agreements between the Region and a Vendor. In the event of a conflict between this Code and an applicable agreement, the agreement shall govern.





Vendor Responsibilities

Vendors are required to familiarize themselves with this Vendor Code and comply with it as a condition of doing business with the Region. Vendors are expected to adhere to the following core principles of business integrity:

- a) uphold the laws of the Region, Ontario and Canada, and not be a party to their breach, evasion or subversion;
- b) treat all persons honestly and fairly, with proper regard for rights, entitlements, duties and obligations, and at all times act responsibly and diligently in the performance of their duties;
- c) be professional and courteous, and resolve any work-related disagreements in a responsible and expeditious manner;
- d) be accountable and responsible for their decisions and actions, take ownership of problems and initiate corrective actions;
- e) promote the health and safety of others and prevent workplace illness, injury, harassment and violence;
- f) carry out their duties in a fair, impartial and transparent manner;
- g) complete the Acknowledgment Form as set out in Appendix A; and
- h) report on non-compliance or suspected non-compliance of the Vendor Code.

These principles are also consistent with the Halton Region Code of Conduct.

i. Compliance with Laws

Vendors that wish to do business with the Region shall abide by all applicable laws and regulations including Federal, Provincial and Local laws regarding environmental matters, occupational health and safety, labour and employment practices, human rights, accessibility, immigration, product safety, shipping and product labelling. If Vendors become aware of any activities that are not in compliance with all applicable laws and regulations, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

Vendors shall disclose:

- 1) any previous convictions of collusion, bribery, fraud or other similar practices prohibited under law for which they have not received a pardon; and
- 2) breach of the Region's Vendor Code or those of any other related Agencies or Corporation(s) of the Region.

Vendors are prohibited from misrepresenting their relevant past experiences and qualifications in relation to any solicitation process and acknowledge that the Region's process of evaluation may include information provided by the Vendor's references as well as records of past performance on previous contracts and services with the Region. The Region reserves its rights if the Vendor fails to make the appropriate disclosures and representations.





ii. Confidentiality and Privacy

Vendors may have access to confidential and/or personal information by reason of their duties and responsibilities with the Region. Confidential information is defined as any information that is proprietary, strategic, technical, business or personal and not available to the public. All Vendors must respect such information and ensure it is safeguarded from unauthorized disclosure or access. Confidential information must be protected in accordance with the Vendor Code of Conduct. Such information must only be used or disclosed in accordance with this Vendor Code of Conduct and the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the *Personal Health Information Protection Act, 2004*.

Disclosure of information means making the information available to others, and should only occur where disclosure is necessary and proper in the discharge of the Region's functions or where the disclosure is required by law. This includes and protects any information that is, and should be considered as, internal information relating to Regional business.

Vendors must not disclose confidential and/or personal information unless specifically and explicitly permitted in the terms of their contract. The duty of a Vendor to maintain the integrity and confidentiality of Regional information continues once that Vendor ceases to be in a contract with the Region.

When discussing business matters, Vendors must consider their surroundings. Conversations in public places should be limited to information that is non-confidential and does not include references that could identify a person or situation.

iii. Information Security

Vendors must use information obtained through their relationship with the Region only for the purposes of the supply relationship. Vendors must store information securely and have in place appropriate information security policies and procedures. Vendors must notify the Region promptly of actual or suspected privacy breaches, security breaches or loss of Regional information.

iv. Social Media

The Region supports the use of online communications to enhance customer service and leverage the Region's brand. Vendors should not communicate on social media platforms on behalf of the Region unless the Vendor is expressly authorized in writing to do so by the Region. When such communication is authorized, it is to be conducted in a manner that is consistent and respectful of Canadian libel laws, *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the Region's practices in regards to confidential information and intellectual property.

All Regional data or information obtained by the Vendor through the delivery of services or goods is to be considered proprietary and confidential. Without the Region's prior consent, Vendors should not communicate to social media platforms identifying the Region as a client and the associated services and goods provided to the Region. Regional consent must be obtained prior to identifying the Region as a client.





Integrity and Public Confidence

i. Conflict of Interest

Public confidence in the Region is put at risk when the conduct of a Vendor involves or appears to involve a conflict between public duty and private interests. Vendors are required to support and advance the interests of the Region and avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the Region. Vendors shall disclose to the Region any situation that could result in an actual, apparent or perceived conflict of interest and the Regional employee that has an interest in the Vendor's business (or any other economic or family ties with the Vendor).

Vendors are expected, at minimum, to:

- a) base business decisions strictly on merit and the best interests of the Region in a manner consistent with their contractual obligations with the Region;
- b) avoid any situation that may create a real or perceived conflict of interest;
- c) not take part in, or in any way influence, any Regional decision that might result in a financial or other advantage, whether direct or indirect, as a result of the contractual association with the Region;
- d) not attempt to gain an improper advantage or preferential treatment from Regional employees; and
- e) provide no personal benefit to employees of the Region.

If Vendors become aware of any activities that may be considered a conflict of interest involving the Region, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

ii. Business and Personal Relationships

Vendors shall not use or seek to use their association with the Region to receive direct or indirect benefit for themselves or their family members, friends and any other businesses or consultants that they or the Region do business with.

iii. Avoidance of Preferential Treatment

Vendors shall not grant preferential treatment to any Regional staff, their family and friends, or any businesses. Vendors must avoid creating or appear to create an obligation for the purpose of gaining any special consideration.

iv. Gifts and Hospitality

Accepting a gift, hospitality or other benefit from a Vendor could influence an employee's judgment and performance of official duties, or give the appearance of doing so, even if the employee believes the benefit will not affect their objectivity or impartiality. Vendors must not offer, directly or indirectly, any gift, hospitality or other benefits to the Region's staff. Gifts having a monetary value such as cash, gift certificates, loans, services, discounts and ticket(s) to an entertainment event including sporting events, concerts or other such related activities must not be offered. These requirements do not change during traditional gift-giving seasons.

Under no circumstances should a Vendor solicit gifts, hospitality and/or other benefits or transfers of economic value to Region staff. The same is expected of the Region staff—not to solicit gifts or other benefits from Vendors.

All Regional staff are subject to the rules governing the acceptance of gifts outlined in the Purchasing By-law, Section 29, Prohibitions, and the Halton Region Code of Conduct.

Employees may accept common expressions of courtesy that do not cause suspicion about the objectivity and impartiality of the employee, would not compromise the integrity of the Region and:

- a) are of a nominal value not to exceed fifty (\$50);
- b) occur on infrequent and exceptional basis; and
- c) are not ticket(s) to an entertainment event including sporting events, concerts, or other such related activities.

Vendors must not place Regional employees in the difficult position of having to refuse gifts that would place them in conflict with the rules governing the acceptance of gifts outlined in this Vendor Code.





v. Political Activity

No Vendor shall engage in political activity on Regional property while carrying out the requirements of their contract for the Region. If Vendors become aware of any political activities, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

vi. Fraud

The Region is committed to the highest standards of corporate accountability, transparency, responsibility and integrity. The Region will protect funds, property, information and other assets owned by or in the care of the Region through the prompt investigation of any alleged fraudulent conduct.

Vendors must not engage in any fraudulent activity. Examples of activities which may be considered fraudulent include, but are not limited to:

- a. forgery or alteration of documents (cheques, purchase orders, time sheets, etc.);
- b. misappropriation of funds, securities, supplies or assets;
- c. authorization or receipt of payment for goods not received, services not performed or hours not worked;
- d. any claim for reimbursement of expenses that were not incurred for the exclusive benefit of the Region;
- e. authorization of unjustified or inflated change order requests to increase profits;
- f. knowingly delivering works, goods or services that do not meet contract specification; and
- g. subcontracting to business entities that are not arm's length without prior consent of the Region.

If Regional Vendors, their employees, associates or other third parties become aware of any activities that may be considered fraudulent, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

vii. Theft and Vandalism

The Region's assets must be protected from theft, destruction, vandalism and neglect, and used properly and strictly for the Region's purposes. Vendors' personal use, misuse, misappropriation of/or theft or vandalism of Regional property, resources, equipment, materials and supplies is prohibited.

viii. Anti-Bribery and Anti-Corruption

Vendors are expected to comply with applicable anti-corruption laws, whether domestic or foreign, including but not limited to the *Corruption of Foreign Public Officials Act, 1998* and the Criminal Code, and not engage in any form of corrupt practices including, but not limited to, extortion, fraud, bribery or other unlawful payment or benefit to secure any concession, contract or other favourable treatment.

Vendors should not engage in any conduct that would put the Region at risk of violating anti-bribery laws or regulations. Bribery is the giving or receiving of a “thing” of value to influence the actions of another person or organization.

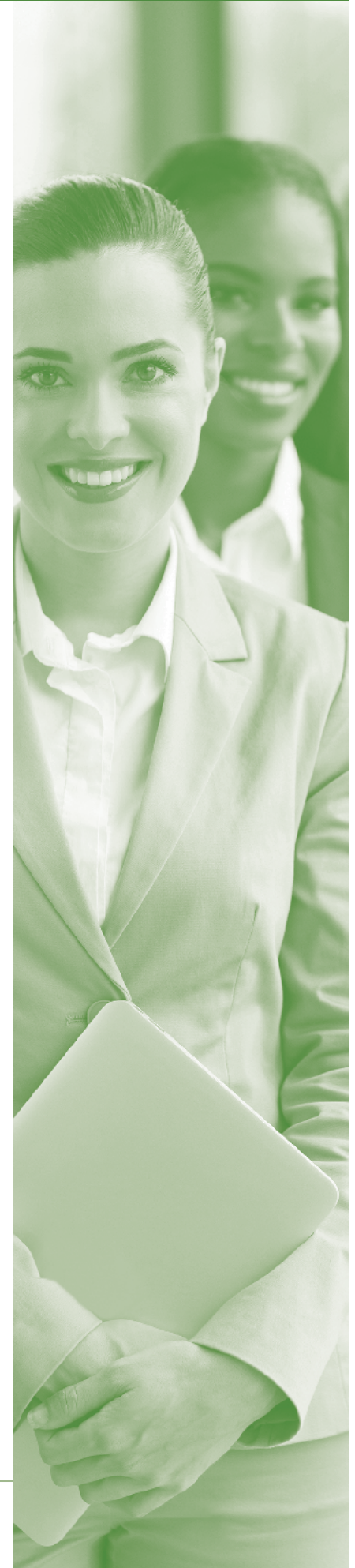
Types of bribery can include, but are not limited to:

- a) kickback payments that could be received before, during or at the end of a project/contract; and
- b) any financial benefits given with the intent of influencing the recipient which includes such things as gifts (for example, travel or entertainment), loans, credit cards, purchase overpayments, cash, fees and commissions.

ix. Collusive Bidding

Vendors are not to participate in collusive bidding. Groups of bidders might secretly agree to submit complementary high bids to allow pre-selected Vendors to win contracts on a rotating basis, divide contracts by territory or take steps to defeat the competitive process and divide work. Vendors are not to contract with separate business entities that are not arm’s length, submit a bid through non arm’s length entity or reveal confidential information to an arm’s-length or non-arm’s length entity.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered bribery or collusive bidding, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.





Workplace Well-being

i. Respectful Workplace

The Region is committed to protecting the health and safety of all Regional employees and Vendors against illness, injury and incidents of violence and harassment. Every Vendor will make every effort to provide and maintain a safe and healthy work environment, as well as maintain a diverse and respectful workplace in which the dignity and self-respect of every person is valued.

Vendors must ensure that their personal conduct within the workplace and elsewhere does not adversely affect:

- a) their ability to perform their official duties;
- b) the ability of other Vendors to perform their duties; or
- c) public confidence in the Region or in the public sector.

ii. Accessibility for People with Disabilities

Vendors are required to have met compliance obligations in the *Accessibility for Ontarians with Disabilities Act, 2005* and Ontario Regulation 191/11-Integrated Accessibility Standards, as applicable.

iii. Employment Practices

Vendors must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, Vendors are expected to be committed to non-discrimination principles and operate in a way that does not differentiate unfairly.

iv. Impairment at Work

In order to minimize the risk of impaired performance due to substance use, the following are strictly prohibited for all Regional Vendors:

- use, possession, distribution, offering or sale of illegal drugs, illegal drug paraphernalia or un-prescribed drugs (for which a prescription is legally required in Canada) while on Regional business or premises;
- use, possession, distribution, offering or sale of alcoholic beverages or cannabis on Regional premises;
- intentional misuse of prescribed medications, over-the-counter medications or other substances while on Regional business or premises; and
- being unfit for work due to the effects or after-effects of alcohol, illicit or illegal drugs, un-prescribed drugs (for which a prescription is legally required in Canada) or the intentional misuse of medications or other substances.

Vendors are required to report to their Regional supervisor or project authority the use of any medication that may affect their ability to perform their job in a safe manner. Vendors have a responsibility to manage potential impairments during working hours due to the legitimate use of medications in consultation with their personal physician.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered impaired performance due to substance use, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.





Non-Compliance Reporting

Vendors must report any practices, behaviours, activities or actions believed to be in contravention or in conflict with this Vendor Code, Halton Region Code of Conduct or any other Regional policy.

The Region will resolve all complaints regarding violations of this Vendor Code to the greatest extent possible in a timely, respectful and confidential manner, and ensure all Vendors are held accountable for their actions.

All Vendors shall be free from reprisal, discipline, harassment or discrimination as a result of reporting, in good faith, a breach or suspected breach of this Vendor Code. If it is determined, however, that a complaint is frivolous, vexatious or malicious in nature, the complainant may be subject to action as outlined in the Penalty for Non-Compliance section of this Vendor Code.

During the investigation and resolution of complaints, all information, including the identity of the complainant and any other Vendors or Vendor staff involved, will remain confidential except where sharing information is otherwise required by law or required to further the investigation.

i. Complaint Resolution Procedure

EARLY RESOLUTION

Vendors who become aware of or have directly experienced an action which is in contravention of this Vendor Code should:

- a) keep a written record of the incidents, dates, time, locations, possible witnesses, any attempted resolutions and behaviours of the Vendor(s) involved; and
- b) report the breach to the Director of Purchasing and Stores, who must investigate and attempt to resolve the complaint as expeditiously as possible, except in the case of suspected fraud, which is to be immediately reported to the Chief Internal Auditor as specified in the Formal Complaint Investigation section of this Vendor Code.

The Regional Municipality of Halton

Director of Purchasing and Stores
1151 Bronte Road
Oakville ON L6M 3L1
905-825-6000 ext. 7231

David.Trevisani@halton.ca

If the Director of Purchasing and Stores is not able to resolve the complaint to the reporting Vendor's satisfaction, and/or the complaint involves the Director of Purchasing and Stores, a complaint shall be filed directly to the Region's Chief Internal Auditor or to the Code of Conduct Help Line.

FORMAL COMPLAINT INVESTIGATION

- a) Complaints must be made in writing and signed by the complainant using a designated form. The form is available on the Region's website.
- b) Complaints must be forwarded to the Chief Internal Auditor, who will initiate an investigation into the complaint within five (5) business days of receipt.

The Regional Municipality of Halton

Chief Internal Auditor
1151 Bronte Road
Oakville ON L6M 3L1
905-825-6000 ext. 7532

Karen.Cinq-Mars@halton.ca

- c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate and as determined by the Chief Internal Auditor.





ii. **Alternative Reporting – Confidential Code of Conduct Help Line**

A Vendor who does not feel comfortable reporting a complaint as outlined above may contact the Region's confidential and anonymous Vendor Code of Conduct Help Line (available 24/7) at:

- Toll-free telephone: 1-833-210-0001
 - Website: www.lighthouse-services.com/haltonvendor
 - Email: reports@lighthouse-services.com (must include Halton Region in the subject line)
- a) All complaints submitted to the Vendor Code of Conduct Help Line will be received by a third party who will relay the complaint, without revealing the caller's identity (if requested), to the Chief Administrative Officer.
 - b) The confidential complaint will be reviewed by the Chief Administrative Officer and the Director of Human Resources within five (5) business days of the initial review.
 - c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate, if their identities are made known.

The Region does not guarantee that an investigation will be conducted for every complaint.

Penalty for Non-Compliance

Any vendor who contravenes the Vendor Code, including any provision of this Vendor Code, may be subject to:

- a) verbal or written warning;
- b) cancellation of business relationship and/or contract;
- c) disqualification from participating in future business opportunities; and/or
- d) such other action or penalty as may be appropriate and permitted by law in the circumstances of the particular contravention.

This Vendor Code may be modified from time to time by the Region at its discretion.



Acknowledgement Form

The attached Vendor Code of Conduct sets forth the principles required by the Regional Municipality of Halton (“the Region”) of all Vendors who supply goods and services to the Region when conducting business with the Region.

By signing this Acknowledgement, the undersigned Vendor agrees to abide by the Vendor Code of Conduct and also agree to ensure its employees, officers, agents, representatives, and subcontractors are also made aware of and comply with it.

ACKNOWLEDGEMENT

I, _____ an authorized representative of _____, hereby acknowledge and agree to abide by the attached Vendor Code of Conduct, and will ensure that the employees, officers, agents, representatives and subcontractors of _____ are aware of and abide by such policies and principles in the process of preparing and submitting bids and proposals for Regional work, provisions of goods and services to the Region, and during the performance of all agreements entered into with the Region for such purposes.

Submitted by:
(Please type/print)

Business Name

Street Address

City/Town

Postal Code

Telephone Number

Fax Number

Contact Email Address

Date

Signature of Signing Officer

Name and Title (please print)

Signature of Contact Person

Name and Title (please print)





CONTRACTOR CHECKLIST

The following health and safety program information is to be submitted by the Contractor prior to commencing services to the Region. The Regional Representative reserves the right to review this submission and request documented verification of the stated health and safety program content.

CONTRACTOR NAME (CORPORATION):
CONTRACTOR'S REPRESENTATIVE:
NUMBER OF STAFF (FULL & PART-TIME) EMPLOYED:
TENDER / BID #:

1. WORKPLACE SAFETY AND INSURANCE BOARD

A. ACCIDENT STATISTICS / REPORTING	YES	NO	Number
i) Do you maintain files on accident reports?			
ii) Do you submit reports to the Ministry of Labour for all lost time, medical aid and other legislated accidents/incidents?			
iii) Do you file a Form 7 with the WSIB for accidents requiring medical attention?			
iv) Has your company sustained any critical injuries and, if so, how many over the last five years?			
v) Did you report these critical injuries to the Ministry of Labour?			
vi) Has your company sustained a fatality; if so, how many?			
vii) Have you reported any occupational illnesses, such as dermatitis or carpal tunnel syndrome to the WSIB and, if so, how many?			

B. FIRST AID	YES	NO	Number
i) How many trained First Aid Responders will be available at the job site?			
ii) Are up-to-date First Aid Certificates readily available?			
iii) How many First Aid kits will be available at the job site?			
iv) Do you maintain First Aid treatment records (not reportable to WSIB)?			
v) Do you inspect and record the First Aid kits every three months?			

2. HEALTH & SAFETY

A. HEALTH & SAFETY POLICY AND PROGRAM	YES	NO	N/A
If you have more than five employees, full and part-time, do you have a Health & Safety policy statement, and a program in place to implement this policy? (This is not a legislated requirement for contractors with five or less employees)			

CONTRACTOR CHECKLIST

B. SAFETY MEETINGS		YES	NO	N/A	Frequency
i)	Do you have a Joint Health and Safety Committee (JHSC) in place? (This is a legislated requirement for contractors with 20 or more full and part-time employees)				
ii)	Do you have a Health & Safety Representative in place, rather than a committee? (A Health & Safety Representative is a legislated requirement for contractors with six to 19 full and part-time employees)				
iii)	Do you hold JHSC meetings?				
	How often?				
	Do you record and maintain minutes?				
iv)	Do you hold safety meetings or tailgates?				
	If so, how often?				
	Do you maintain records of these meetings?				

For Section C, mark each training program conducted by your company that is applicable to the current award and the frequency of the training.

Do you have a corresponding written policy and procedure for each of the topics/hazards noted?

Please record all other courses, not listed, that you conduct with your employees.

C. TRAINING POLICY / PROGRAMS	YES	NO	N/A	Frequency of Training	Written Procedure	
					YES	NO
WHMIS – Generic (Legislation Overview)						
WHMIS – Specific Chemical Review						
Designated Substances (please list):						
Accident Investigation						
Respiratory Protection						
Workplace Inspections						
Transportation of Dangerous Goods (TDG)						
Confined Space Entry						
Traffic Control						
Housekeeping						
Fire Protection						
First Aid						
Emergency Procedures						
Trenching / Shoring / Excavation						

CONTRACTOR CHECKLIST

TRAINING POLICY / PROGRAMS <i>continued</i>	YES	NO	N/A	Frequency of Training	Written Procedure	
					YES	NO
Lockout / Tag out						
Forklift						
Chainsaw						
Electrical Safety						
Ladder Safety						
Crane / Rigging Safety						
Rescue / Retrieval						
Lifting Techniques (Manual / Mechanical)						
Universal Precautions						
Other (please list):						

For section D, mark the PPE that you will be providing for the job to be performed.
List all other PPE not noted that you require, or will be providing.

D. PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS	YES	NO	N/A
Hard Hats			
Safety Glasses			
Safety Goggles			
Face Shields			
Hearing Protection			
Safety Boots			
Gloves			
Safety Harnesses (Full Body)			
Personal Floatation Devices / Life Jackets			
Traffic Vests			
Respiratory Protection (specify type):			
Protective Clothing (gowns, masks, TYVEX suits)			
Other (please list):			

CONTRACTOR CHECKLIST

Section E meets the basic WHMIS requirements.

E. HAZARDOUS SUBSTANCES	YES	NO	N/A	Copies	
				Requested	Received
i) Please enclose a list of all chemicals to be used on site.					
ii) Are all products appropriately labeled?					
iii) Do you conduct annual training, or review, of the chemicals used by your employees?					
iv) Please provide a list of all designated substances, such as lead or mercury, to be used on the job.					
v) If you use designated substances, do you have a control program?					
vi) Are your chemicals stored in adequate storage containers for use on the job site?					
vii) Do you have a written policy and procedure for hazardous chemicals?					
viii) Please enclose a copy of all material safety data sheets (MSDSs) for products to be used on the job.					

F. ORIENTATION	YES	NO	N/A
i) Do you provide an orientation program for all new employees?			
ii) Please mark each topic reviewed in orientation, if applicable, and list all other topics covered:			
Foot Protection			
Head Protection			
Eye Protection			
Hearing Protection			
Respiratory Protection			
Safety Harness and Lifeline			
Scaffolding			
Housekeeping			
Ladders			
Fire Protection			
First Aid Facilities			
Emergency Procedures (e.g. Fire, Spills)			
Toxic / Hazardous Substances			
Trenching / Excavation			
Signs, Barricades, Flagging			
Electrical Safety			
Confined Space Entry			

CONTRACTOR CHECKLIST

ORIENTATION - <i>continued</i>		YES	NO	N/A
	Crane Safety			
	Accident Reporting			
	Occupational Health & Safety Act			
	Other (please list):			

G. EQUIPMENT	YES	NO	N/A	Frequency	Copies	
					Requested	Received
i) Enclose a list of all equipment to be used on the job site, excluding non-powered hand tools.						
ii) Do you conduct pre-start inspections of large motorized equipment						
Do you maintain records of these inspections?						
iii) Do you conduct monthly inspections of all motorized equipment?						
Do you maintain records of these inspections?						
iv) Do you conduct routine maintenance on all equipment						
How often is the maintenance conducted?						
Do you maintain records of this maintenance?						
v) Are operational manuals available on the job site or on the equipment for all large motorized equipment?						

H. EQUIPMENT APPROVED SAFE		YES	NO	N/A
i) Do you have all large motorized equipment, such as cranes or forklifts, certified on an annual basis?				
ii) Which company performs this certification?				

CONTRACTOR CHECKLIST

I. WORK PERMITS	YES	NO	N/A
Do you use written work permits for the following jobs, if applicable? List all other work permits not noted.			
Hot Work			
Confined Space Entry			
Lockout / Tagout			
Other (please list):			

The undersigned hereby acknowledges and represents that the information set out in this form is accurate as of the date of signing.

Dated at _____ this _____ day of _____ 20 .

Signature of Signing Officer

Name

Title

SAMPLE CERTIFICATE OF INSURANCE

To: **The Regional Municipality of Halton
and Halton Community Housing Corporation**
1151 Bronte Road
Oakville, ON L6M 3L1

Re: **Contract #**

The insurance as described herein has been arranged on behalf of the insured named herein under the following policy (ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy (ies) and any endorsements attached thereto.

Insured: **(Legal name and address of party entering into contract/agreement with The Regional Municipality of Halton) and The Regional Municipality of Halton and Halton Community Housing Corporation (Certificate is to include insured's name(s) and address(es) and that same is identical to the party entering into contract/agreement)**

Coverage:	Insurer	Policy No.	Policy Effective Date	Policy Expiry Date	Limits of Liability
Commercial General Liability					\$2,000,000 per/occurrence Bodily Injury or Property Damage
Automobile Liability (owned/non-owned)					\$2,000,000 per occurrence

The above policies contain a full cross-liability clause.

Additional Insured: The Policy also includes the interest of the following name(s) as Additional Insured(s) but only as their interest may appear with respect to the above.

Cancellation/: Termination: The Insurer shall provide 30 days written notice of cancellation or termination of the above policies to **The Regional Municipality of Halton and Halton Community Housing Corporation.**

This certificate constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to The Insured and **The Regional Municipality of Halton and Halton Community Housing Corporation.**

DATED: _____ PER: **(Original Signature of Insurance Representative)**
(Print name clearly)

At the office of: **(Name and Address of Representative)**



PLEASE NOTE: A REPLY TO YOUR REQUEST WILL BE RECEIVED WITHIN 48 HOURS

NEW / CHANGE VENDOR AND DIRECT DEPOSIT APPLICATION
 Complete FORM with Approval and submit your request to **Accounts.payable@halton.ca**

SECTION A - PLEASE TYPE DEPARTMENT INFORMATION (TO BE COMPLETED BY HALTON REGION)

Requested by:		Department:
Extension:	Date:	Date of Request

SECTION B - PLEASE TYPE VENDOR INFORMATION (TO BE COMPLETED BY HALTON REGION AND / OR VENDOR)

new <input type="checkbox"/>	change <input type="checkbox"/>	Vendor Number:	
Vendor Name:		Remit to if different:	
Address:		Address / PO Box Number:	
City, Province/State:	Postal Code/Zip Code:	City, Province/State:	Postal Code/Zip Code:
Vendor Telephone:		Vendor Fax:	
Vendor Email for Payment Notification:			
Contact Name / Sales Rep.			
Contact Telephone / Extension:			
HST (IE - R123609950) Reg. Number: _____		N/A Nonprofit <\$30,000.00	

Check Applicable Boxes

Is this vendor for	Halton <input type="checkbox"/>	HCHC <input type="checkbox"/>	
Is this vendor	Canadian <input type="checkbox"/>	USA <input type="checkbox"/>	
Currency Paid In	CDN <input type="checkbox"/>	USD <input type="checkbox"/>	If Service provided by US Staff - complete section "C"

SECTION C - PLEASE TYPE WITHHOLDING TAX (TO BE COMPLETED BY VENDOR AND / OR HALTON REGION) Mandatory if US Vendor or

* Withholding Taxes (for US services) YES NO (IF NO - MUST be for US product or an Exemption Certification # is required by CRA/Canada Revenue Agency)

(see below) WHT Exemption Certification # if applicable: _____

* USA Vendor will be subject to **15% withholding tax**, if remitting for **SERVICES performed while in Canada**

Will this vendor be paid through a PO? Yes No

If **YES** to PO an Exemption Certificate # is required in advanced by CRA (Canada Revenue Agency) _____

SECTION D - PLEASE TYPE DIRECT DEPOSIT INFORMATION (TO BE COMPLETED BY VENDOR IF APPLICABLE)

COMPANY OFFICER(S)

Name:	Name:
Title:	Title:
Signature:	Signature:
Telephone/Ext:	Telephone/Ext:
Vendor Email Address for Payment Remittance: (For Payment Remittance Advice, ensure filters are set to allow receipt of email)	

I hereby authorize the Regional Municipality of Halton, through the Royal Bank of Canada, to deposit our payments to the bank account indicated. I will advise Accounts Payable of any change in banking details, email address etc.
 The authorization is to remain in effect until I cancel in writing with the signature of authorized signing officer.
Vendor to attach a void cheque, bank deposit slip or EFT confirmation letter from your financial institution and remit to the Regional Municipality of Halton Attn: Brenda Bryck
 1151 Bronte Road, Oakville, Ontario L6M 3L1 Tel: (905) 825-6000 Fax: (905) 825-3463 Email: accounts.payable@halton.ca

You will be contacted for validation of banking information



REQUEST FOR QUOTATION/ TENDER : # _____

NOTICE OF NO BID

There is no obligation to submit a tender, quotation or proposal. We would however appreciate your feedback as to why you were unable to submit a bid, to assist us in continually improving our Bid Process. This information will be held in confidence.

Select the box or boxes which best indicate your reason(s) for not bidding or provide a brief explanation in the space provided. It is not necessary to return any portion of the bid document if you are **not** bidding. Please return the completed "Notice of No Bid" form to Purchasing Services prior to or immediately after the bid closing.

Fax: (905) 825-3463 or Email: purchasing@region.halton.on.ca

- We do not offer this commodity /service
- We do not manufacture/ supply to this specification
- Cannot bid due to present workload
- Insufficient time to respond
- We are a sub-contractor to the general Bidder/Proponent
- We are unable to meet the bonding requirements.
- We are unable to meet the insurance requirements
- Cannot meet delivery/completion date requirements
- Unable to bid competitively due to:
 - Quantity/Project too large
 - Quantity/Project too small
 - Not an authorized dealer/distributor of product
 - Product does not meet specification requested
 - Product is superior than specification requested
 - Other: _____

Any additional reasons/ comments:

Company Name (Printed)

Name (Print)

Date

Signature

Email

Phone/Fax



OFFICIAL BID DOCUMENT

COMPANY _____

BID DOCUMENT # _____

DUE DATE _____

DELIVER TO:

**THE OFFICE OF THE MANAGER OF PURCHASING
THE REGIONAL MUNICIPALITY OF HALTON
1151 BRONTE ROAD, OAKVILLE, ON L6M 3L1**