



The Corporation of the City of Brampton

Cover Page

BID DOCUMENT

BID CALL NO. T2017-100

**REPLACEMENT OF BUS WASH STATION AT BRAMPTON TRANSIT
MAINTENANCE FACILITY, 185 CLARK BOULEVARD, BRAMPTON**

CLOSING DATE: TUESDAY NOVEMBER 21, 2017

**CLOSING TIME: NOT LATER THAN 2:00:00 o'clock p.m. LOCAL TIME IN
BRAMPTON, ONTARIO**

BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED.

A mandatory pre-bid meeting is scheduled for Friday November 10, 2017 at 3:00 pm at Brampton Transit Maintenance Facility, 185 Clark Boulevard, Brampton, Ontario. Bidders shall gather outside the main entrance of the facility.

Attendees must wear safety shoes and safety eye glasses.

Bids received from Bidders not in attendance at a mandatory pre-bid meeting will be rejected.

Questions related to the Bid Call are required to be submitted to the Purchasing Representative through the Bidding System using the Submit Question button.

Purchasing Representative

Santosh Mishra
Senior Buyer
Email: santosh.mishra@brampton.ca
Phone: 905-874-3482 Fax: 905-874-2299

ELECTRONIC BIDS ONLY

Index

This Bid Document consists of the following:

	<u>Page</u>
<i>Cover Page</i>	
<i>Index</i>	2
<i>Checklist for Submitting a Bid</i>	3
<i>Part A Information for Bidders</i>	4 - 21
Instructions to Bidders	
Special Provisions to Instructions to Bidders	
<i>Part B Contract Execution Package</i>	22 - 82
Agreement – CCDC2	
Supplementary Conditions	
Project Specific Supplementary Conditions	
Insurance Requirements	
Performance and Maintenance Bond	
Labour and Material Payment Bond	
<i>Part C Forms</i>	83 - 87
Bid Bond	
Sample of Irrevocable Letter of Credit	
Statutory Declaration	
PSAB Inventory Management Form	
<i>Part D Scope of Work</i>	88
Specifications and Drawings	
<i>Part E Preview of On-Line Bidding System Schedules</i>	
Bidder’s Declaration	
Price Schedule	
Bidder’s Contractor Experience Record	
List of Subcontractors	

Addenda as issued

CHECKLIST FOR SUBMITTING A BID

Note

This checklist is provided solely for the convenience of Bidders and is part of the Bid Document. It will not be considered in evaluating Bids, but is intended to assist Bidders to submit compliant Bids. Bidders should be aware the checklist may not include all bidding requirements. Please review the requirements of the Bid Document and the items below for compliance before submitting your Bid.

- Bid Document read and understood, and any questions have been submitted to the Purchasing Representative and answered.
- Bid is completed in the Bidder's full legal name.
- Bid Deposit submitted with the Bid, if required (refer to Section 13 of Instructions to Bidders).
- Mandatory pre-bid meeting attended, if required by the Bid Document.
- All addenda received and acknowledged.
- Bid received by the Owner's Bidding System on or before the Closing Time on the Closing Date.
- Bid conforms to all other requirements of the Bid Document.

INTERPRETATION - Glossary

In the Bid Document,

“Addenda” or “Addendum” means a document containing additional information or changes to the requirements of the Bid Document issued by the Owner which is part of the Bid Document;

“Bid” means a bid from a Bidder submitted in response to the Bid Call;

“Bid Call” means an invitation from the Owner to Vendors to submit a Bid;

“Bid Call Process” means the process in this Bid Call which begins when the Bid Call is advertised or solicited and ends when (i) the Owner signs an agreement and/or issues a purchase order with a Bidder, or (ii) when the Bid Call is cancelled;

“Bid Closing” means the Closing Date and Closing Time set forth in the Instructions to Bidders;

“Bid Deposit” means the deposit specified in the Instructions to Bidders;

“Bid Document” means the documents listed in the Index, issued by the Owner to the Bidder under the Bid Call, and includes any Addenda;

“Bid Validity Period” means the period during which Bids are valid, irrevocable and open for acceptance by the Owner without adjustment;

“Bidder” means any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted, a Bid in response to the Bid Call;

“Bidding System” means the electronic system used by the Owner for its public tenders, bids and request for proposals at the following website <https://brampton.bidsandtenders.ca>, which Bidding System is required to be used for all dissemination of information by or on behalf of the Owner and all submissions from Bidders for this Bid Call.

“Closing Date” means the date on which Bid Closing takes place;

“Closing Time” means the time at which Bid Closing takes place;

“Constating Documents” means the articles of incorporation, articles of amalgamation or articles of continuation, or similar government issued documentation, setting out in the complete and current legal name of the Bidder.

“Contract” means the contract specified in the Bid Call including a Purchase Order;

“Contract Documents” means the documents making up the Contract;

“Purchasing Representative” means the person named as the Purchasing Representative on the Bid Document Cover Page;

“Irregularity” means a variation in a Bid from the requirements of the Bid Call;

“Material Irregularity” means an Irregularity substantial and material to an award, which could give a Bidder an unfair advantage over others who have submitted a Bid;

“Owner” means The Corporation of the City of Brampton;

“Personal Information” means any information about an identifiable individual which is required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information;

“Plan Taker” means a Bidder who has registered in the Bidding System to participate in the Bid Call Process;

“Project” means the project described in paragraph 2.1 of this Part A Information for Bidders, Instructions to Bidders.

“Purchasing Representative” means the person named as the Purchasing Representative on the Bid Document Cover Page;

“Successful Bidder” means the Bidder to whom the Contract is awarded;

“Vendor” means a Vendor as defined in the Purchasing By-law 310-2015, or one of a restricted group of Vendors under the terms of the Bid Call;

Except as the context may otherwise require, the words “City” and “City of Brampton” used in the Bid Document mean The Corporation of the City of Brampton.

Except as otherwise defined in this Bid Document, the capitalized words used in the Bid Document shall be given the meaning ascribed to them in the City’s Purchasing By-law 310-2015.

1. INTRODUCTION

- 1.1. The City of Brampton's objective is to conduct a fair, open and transparent Bid Call Process providing for equitable treatment of Bidders, while maintaining the highest standards of integrity in the process.
- 1.2. The Bid Call shall be governed by the City's Purchasing By-law 310-2015 and related policies and procedures which are available on the City's website at www.brampton.ca.
- 1.3. This procurement is subject to the *Agreement on Internal Trade* between the Government of Canada and the Provinces and the *Trade and Cooperation Agreement Between Ontario and Quebec*.

2. PROJECT

- 2.1. The Bid Call is for a Project consisting of the work and requirements as described in this Bid Document.

3. INVITATION TO BID

- 3.1. The invitation to bid is made by The Corporation of the City of Brampton, 2 Wellington Street West, Brampton, Ontario, L6Y 4R2.

4. SUBMISSION AND RECEIPT OF BIDS

- 4.1. The Corporation of the City of Brampton (Owner) will **only** accept **electronic Bids** submitted through the Owner's Bidding System. Bids submitted and/or received by any other method will be rejected, unless the Owner has instructed otherwise by published Addenda in respect of a Bid. Bids submitted in any other manner will be disqualified. Hard copy Bids shall **NOT** be accepted.
- 4.2. Bids must be submitted electronically through the Owner's Bidding System, and received by the Owner not later than 2:00:00 p.m., local time in Brampton, Ontario as established by the Research Council of Canada, on the specified Closing Date of:

Tuesday November 21, 2017

- 4.3. The Closing Date and Time shall be determined by the Owner's Bidding System website clock.
- 4.4. Late Bids will not be accepted by the Owner's Bidding System.
- 4.5. The receipt of Bids can be delayed due to factors such as "internet traffic", file transfer size, transmission speed, and any other causes for delay. Bidders should allow sufficient time to upload their Bid, including any attachments.

- 4.6. A Bid will only be considered to have been submitted once it has been **RECEIVED** by the Owner in its Bidding System, regardless of when the Bid was submitted by the Bidder.
- 4.7. Bidders will be sent a confirmation email from the Owner's Bidding System to the email address provided by the Bidder when it registers as a Plan Taker in the Bidding System for the Bid Call advising that their Bid was submitted successfully. Bidders should **not** consider their Bid to have been submitted until they have received the confirmation email.
- 4.8. Bidders are solely responsible for the delivery of their Bids in the manner and by the date and time prescribed. Each Bidder is responsible for the actual delivery of its Bid prior to the Closing Time on the Closing Date.
- 4.9. The Owner is not responsible for any incomplete or misdirected Bids due to electronic technical problems arising out of the Bidder's use of the Owner's Bidding System.

5. VENDOR ACCOUNT

- 5.1. This Bid Document is available only through the Owner's Bidding System at <https://brampton.bidsandtenders.ca>. A Bidder who has not obtained this Bid Document through the Owner's Bidding System may be ineligible for further consideration unless a third party has requested this Bid Document from the Owner's Bidding System on the Bidder's behalf and that Bidder has identified the third party in the Bid as being authorized to do so.
- 5.2. All Bidders must have a Bidding System Vendor account and be registered as a Plan Taker for this Bid Call opportunity, to enable the Bidder to download the Bid Document, to receive Addenda email notifications, download Addenda and to submit their Bid electronically through the Bidding System.
- 5.3. To ensure receipt of the latest information and updates via email regarding this Bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Bid Call at <https://brampton.bidsandtenders.ca>.

6. BID DOCUMENT

- 6.1. (a) The information provided in this Bid Document or otherwise by the Owner in any connection with this Bid Call, is provided on an "as is" basis, with no representations, warranties or covenants, implied or express, concerning the nature or the quality of such information, including without limitation its completeness, accuracy, currency, reliability, authenticity or the Owner's rights to disclose any such information.

(b) All information provided in this Bid Document is based on the Owner's knowledge and intent as of the date this Bid Call is issued and may change during the course of

the Bid Call. The Bidder accepts and acknowledges its duty to investigate and conduct due diligence enquiries into the subject matter and circumstances of this Bid Call.

(c) The Owner and its officers, employees, agents, consultants and advisors shall not be liable or responsible in respect of any aspect of this Bid Call, or for any oral or written information, or any advice, or any incompleteness, errors or omissions in this Bid Document or information disclosed or otherwise provided to the Bidder under this Bid Call and all of the foregoing, in respect of which Bidders shall assume all risk.

7. REQUESTS FOR CLARIFICATION AND ADDENDA DURING BIDDING PERIOD

- 7.1. Questions related to the Bid Call are required to be submitted to the Purchasing Representative through the Bidding System by using the Submit Question button.
- 7.2. Questions are required to be received **no later than one week prior to Bid Closing**. The Owner reserves the right not to accept, consider or respond to any questions received after the date specified.
- 7.3. Responses to questions which, in the sole judgment of the Purchasing Agent, require an addition to, deletion from or alteration to the requirements of the Bid Document will be provided to Bidders in writing as Addenda. Addenda will be posted to, and available from, the Bidding System.
- 7.4. Addenda shall be part of the Bid Document. Bidders shall include the cost implications of all Addenda in the Bid.
- 7.5. The Bidder shall consider the requirements of all Addenda issued during the bidding period for submitting Bids in the preparation of the Bid.
- 7.6. The Owner will notify Bidders of the issuance of Addenda via email generated by the Bidding System and sent to registered Plan Takers for a Bid Call; however, it is the Bidder's responsibility to ensure that it has received and downloaded all Addenda prior to submitting its Bid. The Owner shall not be liable for any misdirected notices of Addenda resulting from a Bidder's failure to update its contact information in the Bidding System and/or Bidders failing to check for Addenda prior to submitting their Bid.
- 7.7. In the event that an Addendum is issued after a Bidder has submitted its Bid, the Owner's Bidding System shall withdraw the Bid and change the status of the Bid to "incomplete" and the Bidder will be required to acknowledge the addendum and resubmit its Bid prior to Bid Closing. The Bidder is solely responsible to:
 - (a) make any required adjustments to their Bid;
 - (b) acknowledge the Addenda; **and**

- (c) ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. local time in Brampton, Ontario, on the Bid Closing Date.
- 7.8. The onus is on the Bidder to ensure the Bidder receives all Addenda issued prior to submission of the Bid, whether they have received notification from the **City of Brampton** Bid Opportunities website or not. Bidders must acknowledge receipt of all Addenda when submitting their Bid through the Bidding System. Failure to acknowledge Addenda will result in the Bid being deemed “incomplete” and will not be accepted in the Bidding System.
- 7.9. Bidders shall not rely on oral instructions, clarifications, comments or statements of any kind. Neither the Owner nor any of the Owner’s consultants will be responsible for, or bound by, oral instructions, clarifications, comments or statements of any kind. Clarifications will only be issued in the form of written Addenda and only where the Owner deems it necessary.
- 7.10. Should a Bidder find discrepancies, ambiguities or omissions in the Bid Document, or have questions about the meaning or intent of anything in the Bid Document, prior to the Bid Closing, the Bidder is required to notify the Purchasing Representative in writing, as soon as possible.
- 7.11. The Owner’s intent in this Bid Call is to permit competition. It shall be the Bidder’s responsibility to advise the Purchasing Representative in writing of any language, requirement, specification or any combination thereof in the Bid Document, which restricts or limits competition. Such notification is required to be received by the Purchasing Representative **no later than one week prior to the Bid Closing**.

8. COMMUNICATION

- 8.1. During the Bid Call Process, Bidders are not permitted to contact, directly or indirectly, any employee, elected official, officer, agent, consultant, advisor or other representative of the Owner, concerning the Bid Call, other than the Purchasing Representative named in the Bid Document Cover Page or his or her delegate. Any communication by a Bidder with anyone other than the Purchasing Representative named in the Bid Document Cover Page or delegate may result in the disqualification of the Bid from the Bid Call, and disqualification of the Bidder from participating in future Bid Calls.

9. REVIEW OF SITE CONDITIONS

- 9.1. Bidders are responsible for carefully examining the site of every Project and to inform themselves fully as to the existing conditions, limitations, access, surrounding site conditions and all other conditions, and shall consider in the preparation of the Bid, the complete cost of every Project contemplated by the Bid Document. Failure of Bidders to familiarize themselves with site conditions will not be an allowable reason for an increase in Contract costs.

10. PRE-BID MEETINGS

- 10.1. Where a pre-bid meeting is scheduled, the purpose of the meeting will be to review the terms, conditions and specifications of the Bid Document and receive any questions. Any answers to questions will be issued by Addenda in writing, where the Owner deems it necessary.
- 10.2. Where a pre-bid meeting is scheduled, the Owner, at its sole discretion, (i) reserves the right not to proceed with the pre-bid meeting, (ii) may extend, delay, or change the date of the pre-bid meeting, (iii) may schedule more than one pre-bid meeting, and/or (iv) cancel the Bid Call.

11. BID REQUIREMENTS

- 11.1. The Bid is required to conform to the bid requirements in this Part A Information for Bidders, and Bids failing to do so may be disqualified.
- 11.2. The Bid must be legibly completed.
- 11.3. Any documents of a Bid being uploaded must:
- (a) be in Adobe pdf format; and
 - (b) **NOT** have a security password.
- 11.4. It is the Bidder's sole responsibility to ensure that any uploaded documents of a Bid:
- (a) are not defective, corrupted or blank; and
 - (b) can be opened and viewed by the Owner.
- 11.5. The Owner may disqualify or reject a Bid that contains documents that cannot be opened and verified by the Owner.
- 11.6. The Bid is required not to be restricted by a statement added to the Bid or a covering letter or alterations to the Bid Document provided by the Owner unless otherwise specified by the Owner. Other forms or agreements may not be considered.
- 11.7. All costs and expenses incurred by a Bidder in the preparation and submission of a Bid, or in providing any additional information in connection with a Bid, shall be borne solely by the Bidder, without reimbursement by the Owner.
- 11.8. The Total Stipulated Price shall include all labour, equipment and materials and utility and transportation services necessary to perform and complete all work required under the Contract, including all miscellaneous work, whether specifically included in the Bid Document or not. It is the intention of the specifications and drawings to provide finished

work. Any items omitted which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Bid Document and considered in the preparation of the Bid.

- 11.9. Each item in the Price Schedule shall be reasonably priced for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Owner, may be rejected. All prices must be quoted in Canadian dollars.
- 11.10. The Owner is required to inventory assets in accordance with the Public Sector Accounting Board – Tangible Capital Assets (PSAB 3150). The attached “PSAB Inventory Management Form” shows each component that is specific to the Project. Bidders shall include in their Bid, all costs associated to invoice in the prescribed method. The Successful Bidder shall be required to break down the total amount of each invoice (to include, all costs, but not limited to design, labour, materials, installation, delivery) for components checked off on the “PSAB Inventory Management Form”.
- 11.11. (a) The Bid is required to be executed in the full legal name of the Bidder. Where the Bidder is a corporation, the Bidder’s name should be identical in all aspects to that on its Constatting Documents.
- (b) The Bid is required to be submitted by an authorized person with authority to submit the Bid on behalf of the Bidder and with authority to bind the Bidder.
- (c) Where a Bid is submitted by more than one legal entity as Bidder, the full legal name of each of them shall be specified.
- 11.12. The Bidder must disclose to the Owner any potential conflict of interest that might compromise performance of the work. If such conflict of interest does exist, the Owner may, at its sole discretion, refuse to consider the Bid.
- 11.13. In accordance with Purchasing By-law 310-2015, Section 13.0 Code of Conduct and Conflict of Interest, the Bidder must also disclose whether it is aware of any employee of the Owner, Council member or member of an Owner’s agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest,. If such an interest exists or arises prior to the award of a Contract, the Purchasing Agent may, at its sole discretion, refuse to consider the Bid or withhold the awarding of any contract to the Bidder until the matter is resolved to the Purchasing Agent’s sole satisfaction.
- 11.14. Bidders are cautioned that the acceptance of their Bid may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The Successful Bidder for this Project may participate in subsequent/other Owner projects provided the Successful Bidder has satisfied pre-qualification requirements of

the Owner, if any, and in the opinion of the Owner, no conflict of interest would adversely affect the performance and successful completion of a contract by the Successful Bidder.

- 11.15. The Owner reserves the right at its sole discretion to disqualify a Bid or terminate any ensuing Contract, if at any time the Owner discovers evidence of an undeclared connection of any members of City Council or officials or employees of the Owner with the Contract, or any conflict of interest, or collusion or fraud.
- 11.16. All Bids submitted to the Owner become the property of the Owner. All information in a Bid will be subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and this Bid Document.
- 11.17. The Bidder will comply with any laws (including regulations and common law) pertaining to the privacy and protection of Personal Information to which Bidder is subject.
- 11.18. The Bidder will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy and protection of Personal Information.
- 11.19. This Bid Call, and any resulting Contract, shall be governed by the laws of the Province of Ontario, Canada.

12. IRREGULARITIES

- 12.1. The Purchasing Agent will reject Bids containing any Material Irregularity. The Purchasing Representative will notify Bidders whose Bids are rejected due to a Material Irregularity prior to award.
- 12.2. The following Irregularities shall be deemed to be a Material Irregularity:
1. **Late Bid**
 - (a) The Bid is not received by the Owner's Bidding System on or before the Closing Time on the Closing Date;
 2. **Price**
 - (a) Prices are not complete and specified as required;
 3. **Authority to Bind the Bidder**

- (a) The Bid is not submitted by a representative of the Bidder with authority to submit a Bid on behalf of the Bidder and with authority to bind the Bidder;

4. Bid Deposit

- (a) The Bid Deposit is not submitted with the Bid when required;
- (b) The Bid Deposit is not properly executed or not in the form specified as per Section 13 of the Bid Document;
- (c) The amount of the Bid Deposit is not equal to or greater than the amount required;
- (d) The Bid Deposit is not in the name of the Bidder;

5. Mandatory Pre-Bid Meetings

Failure of Bidder to attend a mandatory pre-bid meeting.

13. BID DEPOSIT

- 13.1. The Bid shall be accompanied by a Bid Deposit in the form of a digital bid bond (“Bid Bond”) in the amount equal to or greater than ten percent (10%) of the Total Stipulated Price specified in the Price Schedule for the execution and delivery of the Contract and the provision of the requisite bonds, insurance and all other documents required to be delivered to the Owner upon notice of award.
- 13.2. The Bid Bond shall be in the form included in Part C Forms of this Bid Document, issued by a recognized Canadian surety company licensed to conduct the business of a surety in the Province of Ontario. The CCDC 220 or other surety form substantially in the form included in Part C is acceptable, as determined by the Purchasing Agent.
- 13.3. The Bid Deposit must be in the name of the Bidder. Failure to meet the Owner’s bid deposit requirements shall result in rejection of the Bid.
- 13.4. Bidders shall up-load the Bid Bond with the Bid including instruction details for verification.
- 13.5. For a Bid Bond to be an acceptable digital bid bond it must meet all of the following requirements:
- **Include a method of authentication that confirms ‘Integrity of Content’** – the bond must include assurances that the document received is the true document executed and the content has not been changed or altered. All instructions for accessing authentication shall be included with the uploaded Bid Bond.

- **Be verifiable/enforceable** – the bond must include assurances that the document was duly executed by the parties identified and that it is enforceable in law. This requires the use of a third party digital service provider.
- **Be digitally executed** – the bond must contain digital signatures and digital seals. A scanned copy of a paper bond is **not** an acceptable digital bond.

13.6. The Bidder and its surety company should refer to the e-bonding information on Surety Association of Canada's website which includes:

- A list of third parties that provide online surety digital bond services. The Owner does not endorse or promote any third party electronic surety bond service provider.
- A Checklist of Industry Requirements for e-bonding solutions which sets out the requirements for electronic surety/digital bonds.

13.7. Bid Bonds must be irrevocable and open for acceptance for at least sixty (60) days from the Bid Closing.

13.8. **The Bid Deposit for the Bid Call must be equal to or greater than ten percent (10%) of the Total Stipulated Price.**

13.9. Where the Bidder is a corporation, the Bidder's name should be identical in all aspects to that on the corporation's Constatting Documents.

13.10. Failure to meet the Owner's bonding requirements shall result in the rejection of the Bid.

14. SECURITIES

14.1. The Successful Bidder shall arrange, pay for and execute with a recognized Canadian surety company, licensed to conduct the business of a surety in the Province of Ontario, substantially in the forms included in Part B Contract Execution Package of the Bid Document, the following bonds:

- a Performance and Maintenance Bond equal to 50% of the awarded contract price for an extended term covering the warranty period or a cash deposit, certified cheque, bank draft, money order or an irrevocable letter of credit in the amount of **50% (Fifty Percent)** of the awarded contract price.
- a Labour and Material Payment Bond equal to 50% of the awarded contract price for an extended term covering the warranty period or a cash deposit, certified cheque, bank draft, money order or an irrevocable letter of credit in the amount of **50% (Fifty Percent)** of the awarded contract price.

14.2.If an Irrevocable Letter of Credit is being used in place of a Performance and Maintenance Bond and/or Labour and Material Payment Bond, the Irrevocable Letter of Credit shall be provided from the Bidder's financial institution in accordance with Schedule 1 Bank under the Canadian Bank Act substantially in the form included in Part C Forms of the Bid Document and must be in the name of the Bidder.

14.3.Where the Bidder is a corporation, the Bidder's name should be identical in all aspects to that on the corporation's Constatting Documents.

15. WITHDRAWAL AND EDIT OF BIDS

15.1.A Bidder who has submitted a Bid may edit or withdraw the Bid prior to Bid Closing.

15.2.A Bidder who wishes to edit its Bid after it has been submitted must withdraw its Bid, make the necessary changes, and resubmit its Bid prior to Bid Closing.

15.3.The Bidder is solely responsible to ensure the re-submitted bid is **RECEIVED** by the Owner's Bidding System no later than 2:00:00 p.m. local time in Brampton, Ontario, on the Bid Closing Date.

16. CHECKING OF BIDS

16.1.Bids will be opened and checked by the Purchasing Representative or delegate to ensure compliance with the requirements of the Bid Document. . Unofficial Bid results may be available after 2:30 p.m. on the Bid Closing Date on the Owner's Bids and Tenders website at

<https://brampton.bidsandtenders.ca>.

16.2.The Owner reserves the right for the Purchasing Agent, at the Purchasing Agent's sole discretion, not to proceed with the opening of the Bids and to delay / change the Closing Date and / or Closing Time and / or cancel the Bid Call as the Purchasing Agent may deem appropriate, in the Purchasing Agent's sole discretion.

16.3.All Bids received are unofficial until they have been reviewed by the Owner for compliance, which may alter the ranking of the lowest Bidder. A decision to accept or reject a Bid due to Irregularities will not be made until a review has been conducted.

16.4.In the event of an inconsistency or mathematical error between a unit price and an extended price based on estimated quantity, the unit price shall be deemed to be correct and the extended price shall be corrected accordingly. In the event of an inconsistency or mathematical error such that the Total Stipulated Price is not the sum of amounts bid for the individual items, the amounts bid for the individual items shall be deemed to be correct and the Total Stipulated Price shall be corrected accordingly.

16.5. The intent of the Bidder as shown in the Bid should be considered and the Bid adjusted accordingly.

17. RIGHTS RESERVED TO OWNER

17.1. In addition to any other rights reserved to the Owner, the Owner reserves the right, privilege, entitlement and absolute discretion, for any reason whatsoever, to:

- (a) accept a Bid which is not the lowest Bid;
- (b) reject a Bid which is the lowest Bid, even if it is the only Bid received;
- (c) cancel the Bid Call at any time, either before or after the Closing Date;
- (d) accept or reject any and all Bids, whether in whole or in part;
- (e) except in the case of an Irregularity which requires a Bid to be disqualified, accept a Bid that contains Irregularities;
- (f) award any part of any Bid; and
- (g) accept or reject any unbalanced Bid.

17.2. Without in any way limiting the Owner's rights, and notwithstanding that Bidders may have been pre-qualified, the Owner may accept a Bid which is not the lowest Bid where the Purchasing Agent, in the Purchasing Agent's sole and absolute discretion, considers the Bid to be most advantageous to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner, based upon the Bidder's:

- (a) price;
- (b) ability to perform;
- (c) proposed schedule;
- (d) ability to complete within the time required by the Owner;
- (e) quality;
- (f) level of service;
- (g) proposed personnel and subcontractors;
- (h) past experience;
- (i) past performance;
- (j) qualifications; and
- (k) such other matters as could reasonably be anticipated to be of concern to the Owner.

- 17.3. The Owner further reserves the right, in its sole and absolute discretion, to accept or reject a Bid which, in the Purchasing Agent's sole opinion, is incomplete, obscure, irregular, conditional or qualified, or which has erasures, alterations or corrections, or otherwise does not fully comply with the requirements of the Bid Document if, in so doing, the best interests of the Owner will be served, provided that in the sole opinion of the Purchasing Agent the Irregularity is not a Material Irregularity.
- 17.4. The Owner reserves the right to request supplementary or additional information from one or more Bidders after Bid Closing, without affecting the validity of the Bids submitted, as may be required to clarify a Bid and facilitate the Owner's decision to award a Contract, if any. Such requested information will not alter the Bid or constitute negotiation with the Bidder, and the Owner is not obligated to seek clarification from a Bidder, or with respect to any Bid which is deficient or not acceptable.
- 17.5. The Owner may, in its absolute discretion, but is not required to, independently verify any information in any Bid. The Owner reserves the right to disqualify any Bidder whose Bid contains any false or misleading information in the opinion of the Owner acting through the Purchasing Agent in the Purchasing Agent's absolute discretion.
- 17.6. The Owner reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Bid Call, and to award contracts to one or more Bidders.
- 17.7. The Owner reserves the right to proceed in its sole and absolute discretion it determines, at any time following receipt of the Bids, including, without limitation, to proceed with issuing a second or more, or a modified Bid Document for subject of the Bid Call or entering into Contract negotiations with any Bidder or Bidders.
- 17.8. Without limiting the generality of the foregoing, in the event the Total Stipulated Price of each Bid exceeds the Owner's approved budget amount, the Owner may, in its sole and absolute discretion, elect to negotiate with the Bidder who submitted the lowest eligible Bid to an amount that is within budget. If negotiations for a Contract with the lowest eligible Bidder fail, the Owner reserves the right to negotiate with the next lowest eligible Bidder, and so on as necessary, until successful negotiations are concluded or the Bid Call is terminated.
- 17.9. The Owner, shall have the right in its absolute discretion, to disqualify or reject a Bid, if the Bidder, or any of the Bidder's principals, either directly or indirectly, through a corporation or personally, are engaged in any legal proceedings against the Owner, or if the Bidder is disqualified from participating in procurements of the Owner under a Vendor disqualification policy by reason of being engaged in legal proceedings against the Owner, and in accordance with such other policies, standard operating procedures or protocols as may be in effect.

- 17.10. The Owner 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 Contract.
- 17.11. The Owner reserves the right for the Purchasing Agent in the Purchasing Agent's sole discretion to remove from the Owner's Official Vendor File, for a period, the name of any Bidder for failure to enter into a contract as awarded, or for unsatisfactory performance of Contract pursuant to any applicable Vendor Disqualification policy.
- 17.12. Without in any way limiting the Owner's other rights respecting Bid evaluation, the Owner may, when determining the amount Bid by any or all Bidders, consider any or all alternate prices, and/or separate prices, and/or itemized prices, and/or unit prices submitted in compliance with the Bid Document.

18. BID VALIDITY PERIOD

- 18.1. All Bids shall be valid, irrevocable and open for acceptance by the Owner and no adjustment shall be made to the Bids for a period of sixty (60) days from the date of Bid Closing.
- 18.2. All prices shall remain firm for the duration of the Contract and are subject to acceptance within sixty (60) days from the Closing Date specified in the Bid Document.

19. INSURANCE – ALL IN ACCORDANCE WITH PART B CONTRACT EXECUTION PACKAGE – INSURANCE REQUIREMENTS

20. AWARD OF CONTRACT

- 20.1. Acceptance of the Bid and award of the Contract will be by written Notice of Award by the Owner to the Successful Bidder.
- 20.2. (a) After award and before the Owner executes the Contract, the Successful Bidder shall provide a valid Workplace Safety and Insurance Board Clearance Certificate from the Ontario Workplace Safety and Insurance Board.
- (b) If the Successful Bidder does not require Workplace Safety and Insurance Board Insurance, the Successful Bidder shall provide proof to the Owner from the Workplace Safety and Insurance Board of such status before the Owner executes the Contract.
- 20.3. The Bidder to whom this Contract is awarded shall execute and return the Contract Documents within five (5) days from the date of mailing the Notice of Award by the Owner the following items: Acceptance of the Bid and award of the Contract will be by written Notice of Award by the Owner to the Successful Bidder.

1. CCDC 2 – 2008 Stipulated Price Contract as amended by Supplementary Conditions and Project Specific Supplementary Conditions (Two (2) original copies signed and sealed as required)
 2. Performance and Maintenance Bond.
 3. Labour and Material Payment Bond.
 4. Certificate of Insurance
 5. WSIB Clearance Certificate.
 6. Corporate Status Certificate or Certificate of Compliance dated no more than six (6) months from the date of Notice of Award. A certificate may be obtained from various sources, including www.ic.gc.ca. Other documentation which is acceptable to the Owner may be required as proof of the Bidder's legal status.
- 20.4. The Owner may require the Contract to be executed by the Bidder in the name in which the Bid was submitted. In the event of a difference between the name of the Bidder and the name under which it is proposed to enter the Contract, the Owner may disqualify the Bid or treat the Bidder as refusing to enter into the Contract as awarded, or may, but shall not be obliged to, require that the Bidder provide evidence that the party proposing to enter into the Contract is one and the same person as the Bidder.
- 20.5. The Successful Bidder may be required to submit a preliminary project schedule showing the various components of the work, from receipt of purchase order through to Total Performance of the Work in which event the Successful Bidder shall submit the preliminary project schedule to the Owner within ten (10) days after Notice of Award.
- 20.6. The Successful Bidder shall not commence work until receipt of a Purchase Order from the Owner.
- 20.7. The Owner is required to pay the Harmonized Sales Tax (HST) on all goods, materials, labour, services and equipment. This tax must be shown separately and shall not be included in the unit prices.

21. DEBRIEFING

- 21.1. Bidders may request a debriefing after award of Contract. Requests in writing must be made to the Purchasing Representative within sixty (60) days of award of Contract. The intent of debriefing is to assist Bidders in presenting better Bids in subsequent procurement opportunities. Debriefing is not for the purpose of providing an opportunity to challenge the procurement process. Debriefing will not alter an award decision.

22. DEFAULT

22.1. In the event of default or failure of the Bidder to execute and return the Contract Documents within the time required to do so, or if the Bidder, for any reason, fails or defaults in respect of any other matter or thing which is an obligation of the Bidder under the terms of the Bid Call before execution of the Contract by the Bidder and the Owner, in addition to any other rights of the Owner, the Owner shall be at liberty to do any one or more of the following:

- i) retain the money deposited by the Bidder to the use of the Owner, and deal with the requirements of the Bid Call in any way the Owner deems best;
- ii) disqualify the Bid from the Bid Call;
- iii) require the Bidder to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure, including the cost of any new procurement; and the Bidder shall indemnify and save harmless the Owner and its officers from all loss, damage, cost, charges and expense which the Owner may suffer or be put to by reason of any such default or failure; and
- iv) disqualify the Bidder from competing in future Bid Calls issued by the Owner for a period pursuant to any applicable Vendor Disqualification Policy.

Where Special Provisions to Instructions to Bidders are contained herein, it should be noted that these Special Provisions to Instructions to Bidders shall govern in the case of inconsistency or conflict with the Instructions to Bidders.

SP1. Bidder Experience and References

- I. Bidders must have minimum of 5 years' experience in managing CCDC 2 contracts as a Contractor.
- II. Bidders must confirm that their Company has completed a minimum of three (3) Bus Wash Systems within past five (5) years.

SP2. Request for Alternates

Requests for Alternative Vehicle Wash Systems must be submitted prior to Bid closing for approval. Any Vehicle Wash System that does not receive approved equivalent status during the bidding period is not permitted for use in this contract.

Request for alternates for all other products are not permitted during the Bidding process.

The Agreement to be executed shall be the CCDC 2 - 2008 Stipulated Price Contract as amended by the Owner's Supplementary Conditions.

SUPPLEMENTARY ARTICLES (revision February 2014)

The Articles of the Stipulated Price Contract, CCDC-2 2008 are hereby amended as follows:

SA1 ARTICLE A-1 THE WORK

SA1.1 Paragraph 1.3:

Add the words “, and attain *Total Performance of the Work* within 30 day of attaining *Substantial Performance of the Work*” after the words “in the year ___” in the third line of paragraph 1.3.

SA2 ARTICLE A-3 CONTRACT DOCUMENTS

SA2.1 Paragraph 3.1:

Add the words

These Supplementary Conditions to CCDC 2 – 2008 include the following:

- Supplementary Articles of the Contract
- Supplementary Definitions of the Contract
- Supplementary Conditions of the Contract

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

SA3 ARTICLE A-5 – PAYMENT

SA3.1 Paragraph 5.3.1:

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

(1) 0 % (zero per cent) per annum above the prime rate.

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

SA4.1 Paragraph 6.1:

Delete the words “or other form of electronic communication” from the second and seventh lines of paragraph 6.1.

Delete the words “email address” from the signature lines for the *Owner*, *Contractor* and *Consultant* in paragraph 6.1.

SA5 ARTICLE A-9 – CONFLICT OF INTEREST

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

ARTICLE A-9 CONFLICT OF INTEREST

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

SA6 ARTICLE A-10 SEVERABILITY

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

ARTICLE A-10 SEVERABILITY

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

SA7 ARTICLE A-11 TIME OF ESSENCE

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

ARTICLE A-11 TIME OF ESSENCE

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

SUPPLEMENTARY DEFINITIONS

The Definitions of the Stipulated Price Contract CCDC – 2008 are hereby amended as follows:

SD1 Paragraph 6 – Contract Documents

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

SD2 Paragraph 27 – As-Built Drawings

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

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

SD3 Paragraph 28 – Submittals

Add new paragraph 28 – Submittals as follows:

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

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

SD4 Paragraph 29 – Warranty Reserve

Add new paragraph 29 – Warranty Reserve as follows:

29. *Warranty Reserve* has the meaning set out in paragraph 5.2.11.

SD5 Paragraph 30 – Total Performance of the Work

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

30. Total Performance of the Work

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

SUPPLEMENTARY CONDITIONS

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

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

SC 1 CONTRACT DOCUMENTS

Paragraph 1.1.6:

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

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

SC1.2 Paragraph 1.1.7.1:

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

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

SC1.3 Paragraph 1.1.7.5:

Add new subparagraph 1.1.7.5 as follows:

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

SC1.4 Paragraph 1.1.8:

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

1.1.8 - The *Owner* shall provide the *Contractor*, without charge, 6 copies of the *Contract Documents*. At the request of the *Contractor* the *Owner* will provide additional copies at the *Contractor's* expense.

SC2 GC 1.3 RIGHTS AND REMEDIES

SC2.1 Paragraph 1.3.2:

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

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

SC2.2 Paragraph 1.3.3

Add new paragraph 1.3.3 as follows:

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

SC3 GC 1.4 ASSIGNMENT

SC3.1 Paragraph 1.4.1:

Add the following sentence to the end of paragraph 1.4.1:

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

SC4 GC 2.2 ROLE OF THE CONSULTANT

SC4.1 Paragraph 2.2.7:

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

SC4.2 Paragraph 2.2.13:

Add the following to the end of paragraph 2.2.13:

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

Paragraph 2.2.14:

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

SC4.3 Paragraph 2.2.19:

Add new paragraph 2.2.19 as follows:

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

SC5 GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC5.1 Paragraphs 2.3.8, 2.3.9 and 2.3.10:

Add new paragraphs 2.3.8, 2.3.9 and 2.3.10 as follows:

2.3.8 The *Contractor* shall immediately inform the *Owner* and the *Consultant* of any notices, warnings or asserted violations issued by any regulatory or government agencies having jurisdiction relating to the *Work*.

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

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

SC6 GC 2.4 DEFECTIVE WORK

SC6.1 Paragraph 2.4.1.1:

Add new subparagraph 2.4.1.1 as follows:

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

SC6.2 Paragraph 2.4.3:

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

SC6.3 Paragraph 2.4.4:

Add new paragraph 2.4.4 as follows:

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

SC7 GC 3.1 CONTROL OF THE WORK

SC7.1 Paragraph 3.1.2:

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

SC7.2 Paragraph 3.1.3:

Add new paragraph 3.1.3 as follows:

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

SC8 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC8.1 Paragraph 3.2.2.1:

Delete subparagraph 3.2.2.1 in its entirety.

SC8.2 Paragraph 3.2.2.2:

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

SC8.3 Paragraph 3.2.3.4:

Add new subparagraph 3.2.3.4 as follows:

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

SC8.4 Paragraph 3.2.3.5:

Add new subparagraph 3.2.3.5 as follows:

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

SC9 GC 3.4 DOCUMENT REVIEW

SC9.1 Paragraph 3.4.1:

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

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

SC9.2 Paragraph 3.4.2:

Add new paragraph 3.4.2 as follows:

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

SC9.3 Paragraph 3.4.3:

Add new paragraph 3.4.3 as follows:

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

SC9.4 Paragraph 3.4.4:

Add new paragraph 3.4.4 as follows:

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

SC10 GC 3.5 CONSTRUCTION SCHEDULE

SC10.1 Paragraph 3.5.1:

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

3.5.1 - The *Contractor* shall,

- .1 within 10 *Working Days* following the notice of award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when required by the *Specifications* to employ construction scheduling software, the *Contractor* shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the construction schedule and any successor or revised schedules to the *Owner* in electronic format and paper copy. When required by the *Specifications* to employ construction scheduling software, the *Contractor* shall provide the construction schedule to the *Owner* in editable format, together with a record version in PDF format. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule. If the construction schedule submitted by the *Contractor* is not accepted by the *Owner* and the *Consultant*, the *Contractor* shall make revisions to the construction schedule until it is accepted by

the *Owner* and the *Consultant*. Notwithstanding any other terms of this *Contact*, the *Contractor* shall not be entitled to receive any payment from the *Owner* until a construction schedule has been submitted by the *Contractor* and accepted by the *Owner* and the *Consultant*.

- .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;
- .3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a bi-weekly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and
- .4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* or to claim compensation for delay as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.

SC10.2 Paragraph 3.5.2:

Add new paragraph 3.5.2 as follows:

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

Contractor shall proceed in accordance with General Condition 6.5 – DELAYS.

SC11 GC 3.6 SUPERVISION

SC11.1 Paragraph 3.6.1:

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

SC11.2 Paragraph 3.6.3:

Add new paragraph 3.6.3 as follows:

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

SC12 GC 3.8 LABOUR AND PRODUCTS

SC12.1 Paragraph 3.8.2:

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

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

SC12.2 Paragraph 3.8.4:

Add new paragraphs 3.8.4 and 3.8.5 as follows:

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

3.8.5 The *Contractor* represents and warrants that the *Products* provided for in accordance with the *Contract* are not subject to any conditional sales

contract and are not subject to any security rights obtained by any third party which may subject any of the Products to seizure and/or removal from the *Place of the Work*.

SC13 GC 3.10 SHOP DRAWINGS

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

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

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

SC13.3 **Paragraph 3.10.3:**

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

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

SC13.4 **Paragraph 3.10.12:**

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

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

SC14 GC3.14 PERFORMANCE BY CONTRACTOR

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

GC 3.14 PERFORMANCE BY CONTRACTOR

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

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

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

SC 15 GC 3.15 INTERFERENCE

SC15.1 Add new GC 3.15 INTERFERENCE as follows:

GC 3.15 INTERFERENCE

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

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

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

SC16 GC 3.16 RIGHT OF ENTRY

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

GC 3.16 RIGHT OF ENTRY

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

SC17 GC 4.1 CASH ALLOWANCES

SC17.1 **Paragraph 4.1.4:**

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

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

and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

SC17.2 Paragraph 4.1.5:

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

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

SC17.3 Paragraph 4.1.8:

Add new paragraph 4.1.8 as follows:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.

SC18 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC18.1 Revise the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.

SC18.2 Paragraph 5.1.1:

Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1 as follows:

5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.

SC18.3 Delete paragraph 5.1.2 in its entirety.

SC19 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC19.1 Paragraph 5.2.7:

Add the following to the end of paragraph 5.2.7:

Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.

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

Add new paragraphs 5.2.8, 5.2.9, 5.2.10 and 5.2.11 as follows:

5.2.8 The *Contractor* shall submit, with each application for progress payment after the first, a Statutory Declaration, on either an original form of CCDC Document 9A-2001 Statutory Declaration of Progress Payment Distribution by Contractor or a form provided by the *Owner*, stating that payments in connection with the *Work*, as noted in the Statutory Declaration, have been made to the end of the period immediately preceding that covered by the current application and, if requested by the *Owner*, a Statutory Declaration from any *Subcontractor*, as may be identified by the *Owner*, on an original form of CCDC Document 9B-2001 Statutory Declaration of Progress Payment Distribution by Subcontractor. The Statutory Declarations shall be dated the same date as the *Contractor's* application for payment.

5.2.9 The *Contractor* shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.

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

5.2.11 The *Owner* shall be entitled to deduct and withhold from each progress payment an amount as specified below to an aggregate maximum amount of the *Contract Price* as specified below to be held and administered by the *Owner* separately from the statutory holdback under the *Construction Lien Act*.

The *Contract Price* shall provide the basis for the following *Warranty Reserve* as follows:

Contract Price	Warranty Reserve (withheld from each progress payment)	Warranty Reserve Aggregate Maximum Amount
\$0 to \$4,999,999.99	2.5 %	2.5%
\$5,000,000.00 to \$9,999,999.99	2%	2%
Greater than \$10,000,000.00	1.5%	1.5%

The *Warranty Reserve*, net of claims by the *Owner* and others, as provided in the *Contract Documents*, shall be paid to the *Contractor* at the time of *Total Performance of the Work*, but not before the expiration of the one (1) year warranty period set out in GC 12.3 WARRANTY, whichever comes later. The *Warranty Reserve* shall be in addition to the required holdbacks under the *Construction Lien Act*.

SC20 GC 5.3 PROGRESS PAYMENT

SC20.1 Paragraph 5.3.1.2:

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

SC20.2 Paragraph 5.3.1.3:

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

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

SC20.3 Paragraph 5.3.2:

Add new paragraph 5.3.2 as follows:

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

SC21 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC21.1 Paragraph 5.4.3:

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

5.4.3 The *Contractor*, shall attain *Total Performance of the Work*, including the rectification of all deficiencies, within 30 working days of attaining *Substantial Performance of the Work*.

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

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

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

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

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 testing and balancing reports;
- .5 distribution system diagrams;

- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 existing reports and correspondence from authorities having jurisdiction in the Place of the Work;
- .10 a copy of all shop drawings that were processed under GC 3.10 showing all notations and amendments made by the *Contractor* and the *Consultant*;

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

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

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

- .1 identify the parties involved;
- .2 identify the amount in dispute;
- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;

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- .5 include copies of any documents of any court or arbitration process related to the matter;
 - .6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates, if any; and
 - .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

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

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

SC22.1 Paragraph 5.5.1.2:

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

SC22.2 Paragraph 5.5.2:

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

SC22.3 Paragraph 5.5.3:

Delete paragraph 5.5.3 in its entirety.

SC23 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

SC23.1 Paragraph 5.6.4:

Add new paragraph 5.6.4 as follows:

5.6.4 For early release of holdback on the work of a *Subcontractor* or *Supplier* which is 100% complete, the *Contractor* shall make application by written request to the *Consultant* for a review to determine the date of completion of the subcontract and shall submit such supporting material as the *Consultant* may in its discretion require, which may include statutory declarations from such persons and dealing with such matters as the *Consultant* requires. Such material shall in any event include:

- .1 Description of the scope of work included in the subcontract;
- .2 Declaration of Last Supply by the *Subcontractor* as prescribed in subsection 31(5) of the *Construction Lien Act* (Form 5);
- .3 Certificate of Completion of Subcontract completed by the *Consultant* as prescribed in subsection 33(1) of the *Act* (Form 7);
- .4 Workplace Safety and Insurance Board clearance certificate for the *Contractor*, and the *Subcontractor* concerned;
- .5 Statutory Declaration by an officer of the *Subcontractor* on an original form of CCDC Document 9B – 2001 Statutory Declaration of Progress Payment Distribution by Subcontractor and setting out the date when the subcontract was totally performed;
- .6 *Contractor's* written acknowledgement to the *Owner* that the requirements of the *Contract Documents* will not be altered by early release of the holdback of the completed subcontracts.

SC24 GC 5.7 FINAL PAYMENT

SC24.1 Paragraph 5.7.1:

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

5.7.1 When the *Contractor* considers that the *Work* has been totally performed, the *Contractor* shall submit an application for final payment, together with a written application for review by the *Consultant* to establish *Total Performance of the Work*. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 together with complete *As-Built Drawings*. Should the *Contractor* fail to deliver any of the foregoing documents, the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor* the amount specified in the following

Scale of Holdback as security for the obligation of the *Contractor* to deliver the undelivered documents. The *Contractor* shall have no right to receive payment of the amount so withheld until such time as all required documents and materials referenced in paragraph 5.4.5 have been delivered.

Scale of Holdback:

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

SC24.2 Paragraph 5.7.2:

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

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

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

at the end of paragraph 5.7.2.

SC24.3 Paragraph 5.7.3:

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

SC24.4 Paragraph 5.7.4:

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

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

SC24.5 Add a new paragraph 5.7.5 as follows:

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

- .1 *Contractor's* written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;
- .2 a Statutory Declaration on either an original form of CCDC Document 9A-2001 Statutory Declaration or a form provided by the *Owner* stating that payments in connection with the *Work*, as noted in the Statutory Declaration, have been made in full up to the end of the period immediately preceding that covered by the application for release of the finishing holdback;
- .3 a final Workplace Safety & Insurance Board Clearance Certificate.

SC24.6 Add a new paragraph 5.7.6 as follows:

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

SC25 **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

SC25.1 **Paragraphs 6.1.3, 6.1.4 and 6.1.5:**

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

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

6.1.4 For the purpose of valuing expenditures under cash allowances pursuant to paragraph 4.1.4, expenditures under the contingency allowance pursuant to paragraph 4.2.2, changes which result in an increase in the

Contract Price, and any other items under the *Contract Documents* which provide for payment to the *Contractor* of overhead and profit, allowances for overhead and profit shall be included in the percentages set out in subparagraph 6.2.3.3(3).

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

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

SC26 GC 6.2 CHANGE ORDER

SC26.1 Paragraph 6.2.3:

Add new paragraph 6.2.3 as follows:

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

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

.2 by unit prices set out in the Schedule of Prices listed in Article A-3 – CONTRACT DOCUMENTS or subsequently agreed upon in writing by the parties. Unit prices shall include materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervisions, testing, all

applicable duties, brokerage charges, import charges, taxes, bonding, overhead, profit and all relative charges and expenses including, but not limited to, office administration charges such as disbursements, travel costs, printing and incidentals to the *Contractor*, and shall be the total cost to the *Owner*. Adjustment to the *Contract Price* shall be based on a net quantity difference from the original quantity.

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

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

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

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

SC27 GC 6.3 CHANGE DIRECTIVE

SC27.1 Paragraph 6.3.6.3:

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

SC27.2 Paragraph 6.3.7.1 (1):

Delete subparagraph 6.3.7.1(1) and substitute the following:

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

SC27.3 Paragraph 6.3.7.1(2):

Delete subparagraph 6.3.7.1(2) in its entirety.

SC27.4 Paragraph 6.3.7.1(3):

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

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

SC28 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC28.1 Paragraphs 6.4.5, 6.4.6 and 6.4.7:

Add new paragraphs 6.4.5, 6.4.6 and 6.4.7 as follows:

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

restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

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

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

SC29 GC 6.5 DELAYS

SC29.1 Paragraph 6.5.1:

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

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

SC29.2 Paragraph 6.5.2:

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

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

SC29.3 Paragraph 6.5.4:

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

SC29.4 Paragraph 6.5.6:

Add new paragraph 6.5.6 as follows:

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

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

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

SC30.2 Paragraph 7.1.2:

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

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

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

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

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

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

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

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

7.1.12 If the *Owner* terminates the *Contract* pursuant to paragraph 7.1.7, the *Contractor* shall only be entitled to receive payment for all work performed up to the date of termination as certified by the *Consultant* and the direct costs associated with the termination incurred by the *Contractor*, including the costs of the demobilization, losses sustained on *Products* and *Construction Equipment* and *Subcontractor* and sub-subcontractor

cancellation costs (which costs shall not include loss of profit claims) reasonably incurred by the *Contractor*. The *Contractor* shall not be entitled to any additional reimbursement on account of the termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

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

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

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

SC31.1 Paragraph 7.2.2:

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

SC31.2 Paragraph 7.2.3.1:

Delete subparagraph 7.2.3.1 in its entirety.

SC31.3 Paragraph 7.2.3.3:

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

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

SC31.4 Paragraph 7.2.3.4:

Delete from subparagraph 7.2.3.4, the words:

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

SC31.5 Paragraph 7.2.5:

Delete paragraph 7.2.5 in its entirety and substitute the following:

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

SC31.6 Paragraph 7.2.6:

Add new paragraph 7.2.6 as follows:

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

SC31.7 Paragraph 7.2.7:

Add new paragraph 7.2.7 as follows:

7.2.7 If the *Contractor* stops the *Work* or terminates the *Contract* in accordance with this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND

THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall leave the *Place of the Work* and the *Work* in a secure condition.

SC32 GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION

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

GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION

7.3 The Owner shall not be deemed by virtue of the Contract or for any other reason to have any contractual relationship with or obligation to any Subcontractor or Supplier but the Contractor hereby agrees that in the event that this Contract is terminated or the right of the *Contractor* to continue the Work is terminated, as provided in GC 7.1.1, 7.1.4 or 7.1.7, at the option of the Owner, any or all subcontracts as may be selected by the Owner shall, upon notice to the Contractor and the affected Subcontractors and Suppliers from the Owner, be assigned to the Owner, without any action being necessary from the *Contractor* and in order to ensure the rights of the Owner, the *Contractor* shall:

- .1 contractually obligate each of its *Subcontractors* and *Suppliers* to agree that each such subcontract shall be assignable, at the option of the *Owner*, to the *Owner*, upon delivery of the notice described above, in the event that:
 - a) this *Contract* is terminated; or
 - b) the right of the *Contractor* to continue the Work is terminated;

as provided in GC 7.1.1, 7.1.4 or 7.1.7; and
- .2 add the following wording to all subcontracts:

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

The *Subcontractor* or *Supplier* agrees with the *Contractor* and the *Owner* that:

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

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

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

SC33 GC 8.1 AUTHORITY OF THE CONSULTANT

SC33.1 Paragraph 8.1.3:

Delete last sentence of 8.1.3 and substitute the following sentence:

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

SC34 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

SC34.1 Paragraph 8.2.1:

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

SC34.2 Paragraph 8.2.4:

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

SC34.3 Paragraph 8.2.6:

Delete paragraph 8.2.6 in its entirety and substitute the following:

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

SC34.4 Paragraph 8.2.7:

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

SC34.5 Paragraph 8.2.9:

Add a new paragraph 8.2.9 as follows:

8.2.9 - Within five *Working Days* of receipt of a *Notice of Arbitration* given pursuant to paragraph 8.2.6, the *Owner* shall give the *Consultant* a written notice containing:

- a) a copy of *Notice of Arbitration*;
- b) a copy of Supplementary Condition 8.2.9 of this *Contract*;
- c) any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

SC34.6 Paragraph 8.2.10:

Add a new paragraph 8.2.10 as follows:

8.2.10 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term “neutral appointing authority”, as

used in the Rules for Mediation of CCDC2 Construction Disputes shall mean the head of the construction section of the ADR Institute of Ontario, Inc. presiding at the time notice of the dispute is given pursuant to the Contract.

SC34.7 Paragraph 8.2.11:

Add a new paragraph 8.2.11 as follows:

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

SC35 GC 8.3 RETENTION OF RIGHTS

SC35.1 Paragraph 8.3.3:

Add a new paragraph 8.3.3 as follows:

8.3.3 If the *Owner* gives the notice in writing described in paragraph 8.2.6 to have a dispute resolved by arbitration, the *Contractor* agrees that this paragraph 8.3.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute as otherwise resolved between the parties. In no event shall the *Contractor* be deprived of its right to enforce its lien against the *Project* should the *Owner* fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Nothing in this subparagraph 8.3.2.2 shall prevent the *Contractor* from taking the steps required by the *Construction Lien Act* to preserve, perfect or otherwise prevent the expiry of a lien to which it may be entitled.

SC36 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC36.1 Paragraph 9.1.1.1:

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

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

SC36.2 Paragraph 9.1.2:

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

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

SC36.3 Paragraph 9.1.5:

Add new paragraph 9.1.5 as follows:

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

SC36.4 Paragraph 9.1.6:

Add new paragraph 9.1.6 as follows:

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

SC37 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC37.1 Paragraph 9.2.5.5:

Add new subparagraph 9.2.5.5 as follows:

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

SC37.2 Paragraph 9.2.8.3:

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

SC38 GC 9.4 CONSTRUCTION SAFETY

SC38.1 Paragraph 9.4.1:

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

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

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

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

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

9.4.4 The *Contractor* shall comply in all respects with the requirements of the *Occupational Health and Safety Act (Ontario)* and its own health and safety program to take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under the said *Act*. The *Contractor* shall maintain and strictly enforce its health and safety program. The *Contractor* shall also provide such information within such timeframes as may be required in order to allow the *Owner* to fulfill its obligations pursuant to the *Occupational Health and Safety Act (Ontario)*, including, without limitation, the obligation to notify the Director under such *Act* in the event of an accident causing personal injury.

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

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

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

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

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

SC39 GC 9.5 MOULD

SC39.1 Paragraph 9.5.2.3:

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

SC40 GC 10.1 TAXES AND DUTIES

SC40.1 Paragraph 10.1.3:

Add new paragraph 10.1.3 as follows:

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

SC40.2 Paragraph 10.1.4:

Add new paragraph 10.1.4 as follows:

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

SC40.3 Paragraph 10.1.5:

Add new paragraph 10.1.5 as follows:

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

SC40.4 Paragraph 10.1.6:

Add new paragraph 10.1.6 as follows:

10.1.6 The *Contractor* agrees to cooperate with the *Owner* and to obtain from all *Subcontractors* and *Suppliers* cooperation with the *Owner* in the application for any rebates, incentives or refund or exemption of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such rebates, incentives, refund or exemption and providing to the *Owner* copies, or where required, originals of records, invoices, purchase orders and other documentation necessary

to support such applications. All such rebates, incentives or refunds shall either be paid to the *Owner*, or shall be a credit to the *Owner* against the *Contract Price*, in the *Owner's* discretion.

SC40.5 Paragraph 10.1.7:

Add new paragraph 10.1.7 as follows:

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

SC41 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC41.1 Paragraph 10.2.4:

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

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

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

Add the following to the end of paragraph 10.2.4:

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

SC41.2 Paragraph 10.2.5:

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

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

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

SC42 GC 10.4 WORKERS' COMPENSATION

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

SC42.2 Paragraph 10.4.2:

Add the following to the beginning of paragraph 10.4.2:

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

SC42.3 Paragraph 10.4.3:

Add new paragraph 10.4.3 as follows:

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

SC43 GC 11.1 INSURANCE

SC43.1 Paragraph 11.1.1.4:

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

SC43.2 Paragraph 11.1.1.6(4):

Add new subparagraph 11.1.1.6(4) as follows:

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

SC43.3 Paragraph 11.1.2:

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

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

SC43.4 Paragraph 11.1.5:

Add the following to the end of paragraph 11.1.5:

All policies of insurance shall be primary and shall not act as co-insurance or as excess coverage to any policies obtained by the *Owner* for its sole protection. The *Owner*, where it is an additional insured, will only accept insurance policies and/or certificates from issuing institutions that have the following minimum ratings:

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

SC43.5 Paragraph 11.1.9:

Add new paragraph 11.1.9 as follows:

11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is deleted and replaced with the following: "including flood and earthquake endorsements or their equivalent replacement, and including coverage for boiler and machinery testing and commissioning; property and off-site coverage, with limits acceptable to the *Owner*."

SC43.6 Paragraph 11.1.10:

Add new subparagraph 11.1.10 as follows:

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

SC44 GC 11.2 CONTRACT SECURITY

SC44.1 Paragraph 11.2.1:

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

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

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

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

SC44.2 Paragraph 11.2.2:

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

11.2.2 - The Performance and Maintenance bonds referred to in paragraph 11.2.1 shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*.

SC44.3 Paragraph 11.2.3:

Add new paragraph 11.2.3:

11.2.3 - If approved changes pursuant to the *Contract* result in approved increase or cumulative increases to the *Contract Price* the *Contractor* shall, if requested in writing to do so by the *Owner*, promptly acquire additional Performance and Maintenance bonding at the *Owner's* expense. Where

additional Performance and Maintenance bonding premiums are paid by the *Owner*, the *Contractor* shall promptly submit written confirmation that the premiums were paid to the surety and promptly provide the *Owner* with the original revised Performance and Maintenance bond(s).

SC45 GC 12.1 INDEMNIFICATION

SC45.1 Paragraph 12.1.2.4:

Add a new subparagraph 12.1.2.4 as follows:

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

SC45.2 Paragraphs 12.1.7, 12.1.8 and 12.1.9:

Add new paragraphs 12.1.7, 12.1.8 and 12.1.9 as follows:

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

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

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

SC46 GC 12.2 WAIVER OF CLAIMS

SC46.1 Paragraph 12.2.2:

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

SC46.2 Paragraph 12.2.3.4:

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

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

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

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

SC46.3 Paragraph 12.2.5:

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

SC47 GC 12.3 WARRANTY

SC47.1 Paragraph 12.3.1:

Add the following to the end of paragraph 12.3.1:

Where the *Contractor* has been permitted to make use of permanent equipment or systems, as provided in GC 13.5, prior to the issuance of the Certificate of Substantial Performance of the *Work*, such permanent equipment or system shall be subject to the same warranty as described in

this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the *Contractor*, except for normal commissioning and start up activities, prior to the date of *Substantial Performance of the Work*.

SC47.2 Paragraph 12.3.2:

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

C47.3 Paragraph 12.3.5:

Add the following to the end of paragraph 12.3.5:

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

SC47.4 Paragraph 12.3.7:

Add a new paragraph 12.3.7 as follows:

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

SC48 PART 13 OTHER PROVISIONS

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

PART 13 OTHER PROVISIONS

GC 13.1 OWNERSHIP OF MATERIALS

13.1.1 - All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove

all surplus or rejected materials when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

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

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

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

GC 13.3 PROJECT RECORDS

13.3.1 -The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, daily reports, daily logs, documents, computer printouts, electronic information, books, plans, *Drawings*, Specifications, accounts or other information relating to the *Work*) in its office in Ontario in accordance with requirements of law, but in any event for not less than 6 years from *Substantial Performance of the Work* or until all claims have been settled. The records shall include detailed records of all actions taken by the *Contractor* related to security and health and safety

legislation in the *Place of the Work*. During this time, the *Contractor* shall allow the *Owner* access to the *Project* records during normal business hours upon the giving of reasonable notice. The *Contractor* shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the *Subcontractors* and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC 13.5 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

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

END OF SUPPLEMENTARY CONDITIONS

PROJECT SPECIFIC SUPPLEMENTARY CONDITIONS

Where Project Specific Supplementary Conditions are contained herein, it should be noted that these Project Specific Supplementary Conditions shall govern in the case of inconsistency or conflict with the Supplementary Conditions and General Conditions.

1. Inclusive Customer Service

The Contractor shall comply with the requirements of O. Reg. 429/07 under the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Owner's Inclusive Customer Service Policy which affirms the principles therein and which outlines the Owner's commitment to inclusive customer service by providing barrier-free access to all goods, services, information and resources.

The Contractor shall be responsible for carrying out each service interaction in a manner that positively reinforces customer service excellence by treating each customer with dignity and respect, and by exercising care and attention to individual needs.

The Contractor shall comply with the requirements of O. Reg. 429/07 and the Owner Inclusive Customer Service Policy, and shall ensure that training, record keeping and reporting take place as required, including:

- (a) providing training to all personnel who will be delivering goods or services to the Owner, at a minimum, by providing a copy of the "Inclusive Customer Service resource manual for Vendors" as provided by the Owner on its Website at <http://www.brampton.ca/en/City-Hall/Accessibility/Pages/Vendors.aspx>, to all such personnel and requiring them to review the same before commencing any work for the Owner;
- (b) maintaining a record of all training provided;
- (c) furnishing to the Owner upon request, within ten business days, information regarding the method of training provided, the date on which training was provided, and the number of personnel trained; and
- (d) providing further training as may be required from time to time should the Owner's Inclusive Customer Service Policy be amended.

2. Indemnification

The Contractor agrees that the Owner shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Contractor, unless the injury loss or damage is caused by the negligence of an officer or employee of the Owner while acting within the scope of his or her employment.

The Contractor agrees that the Contractor shall, at all times, indemnify and save harmless the Owner, each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other

proceedings made, sustained, brought or made upon the Owner in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Contractor or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Contractor under the Contract.

3. Automatic Payment

The Owner's method of payment is by electronic payment only. The Contractor/Supplier shall be required to complete the Accounts Payable Direct Deposit Set-Up Form.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Owner.

4. Right to Audit

The Vendor shall maintain complete, true and correct records, together with such supporting or underlying documents and materials, for the duration of this Contract. All such records shall be in an organized and accessible manner to the City and its authorized representatives. The Vendor will retain these records for a period which is the greatest of (i) seven (7) years following the completion, expiry or termination of this Contract, including any and all renewals thereof; or (ii) such period that any such records are required to be retained under any applicable laws and regulations; and (iii) in the case of any matter which is the subject of dispute under the Contract, the date on which a final resolution of the dispute is achieved. No provision of this Contract will be construed so as to give the City any control whatsoever over the Vendor's records.

The City and its authorized representatives shall have the right to audit, to examine and make copies of or extracts from all financial and related records relating to or pertaining to the Contract kept by or under the control of the Vendor, including, but not limited to those kept by the Vendor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but are not limited to, accounting records; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); related payroll documents (timesheets, etc.); bank statements and journals. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies or discloses overpricing or overcharges (of any nature) by the Vendor to the City in excess of 0.5 percent (.5%) of the total Contract billings. In this case, in addition to the Vendor making prompt adjustments for the overcharges, the Vendor shall also promptly reimburse the City for the actual cost of the City's audit.

During the Term and for seven (7) years following the expiry or termination of this Contract, the City or any authorized representative of the City will be entitled, upon at

least five (5) business days' prior notice to Vendor, to review or audit any of these records. When requested by the City, the Vendor will provide the City and any authorized representatives referred to in this section with access to and copies of these records as well as any further information that may be required with reference to these records. The City and its authorized representatives referred to in this section will have the right to remove all such documents for the purpose of making copies and will return them to the place from which they were removed.

The Vendor shall ensure the City has these audit rights with the Vendor's employees, agents, assigns, successors and subcontractors and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to the City.

This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, remedies or obligations relating to audit which the City may have by municipal, provincial, or federal statute, ordinance or regulation, whether those rights, remedies powers, or obligations are express or implied.

This right to audit section shall survive the completion, expiry or termination of this Contract.

5. Contractor Evaluation

The Contractor's performance will be evaluated in accordance with the Owner's Vendor Performance Evaluation Process as set out in the Vendor Performance Standard Operating Procedure. The performance evaluation will be used to provide feedback to the Contractor; to provide the Contractor with the opportunity to implement performance improvements during the duration of the Contract; and to justify an award or non-award of future Contracts by the Owner in accordance with the terms of the Vendor Disqualification Policy.

6. Personal Information

The Contractor will comply with any laws (including regulations and common law) pertaining to the privacy protection of Personal Information to which Contractor is subject. The Contractor will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy protection of Personal Information.

END OF PROJECT SPECIFIC SUPPLEMENTARY CONDITIONS

After award and before the Owner executes the Contract, the Successful Bidder shall deliver to the Owner evidence of insurance which the Successful Bidder shall maintain at all times during the currency of the term of this Contract including the warranty period and any extension or renewal thereof, at its own expense, as follows:

- Commercial General Liability Insurance against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than Five Million (\$5,000,000.00) per occurrence. Such policy shall name the Owner as an additional insured with respect to the liability arising out of the operations of the named insured.
- Auto Liability Insurance with an inclusive third party liability limit of not less than Five Million (\$5,000,000.00) per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property. This policy must cover all vehicles owned, leased or operated by or on behalf of the insured.

Bidders are referred to Contract Documents CCDC 2-2008, Supplementary Conditions and Project Specific Supplementary Conditions for additional insurance requirements.

The City of Brampton Certificate of Insurance form is the only form that the Owner will accept. No other forms will be accepted. A sample Certificate of Insurance form is available at the City's website

www.brampton.ca/EN/Business/insurance/Pages/welcome.aspx.

The Successful Bidder shall be required to deliver to the Owner an executed City of Brampton Certificate of Insurance form evidencing the insurance as required in Part B Insurance Requirements.

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

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

The Certificate of Insurance shall state that if the policy is cancelled, changed or materially altered in any way that would affect the Owner, the insurer will give thirty (30) days prior written notice by registered mail to the Owner.

The Owner reserves the right to require such higher limits of insurance or other types of insurance policies appropriate to this Contract as the Owner may reasonably require from time to time.

PERFORMANCE AND MAINTENANCE BOND

Bond No. _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we

(the Contractor) hereinafter called the "Principal", and

(the Bonding Company)

hereinafter called the "Surety" are jointly and severally held and firmly bound unto The Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$_____ of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this _____ day of _____ 20_____.

Whereas by an Agreement in writing dated the _____ day of _____ 20____ the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction of

(Description of Works)

as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Obligee for all outlay, expense

liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise of the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract or any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL

Principal
**I/We have the authority to bind the
Corporation**

SIGNED, SEALED AND DELIVERED BY THE SURETY

Attorney-In-Fact

LABOUR AND MATERIAL PAYMENT BOND

BOND NO. _____

AMOUNT \$ _____

NOTE: This Bond is issued simultaneously with another Bond in favour of the Obligee conditions for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we

(the Contractor) hereinafter called the "Principal" and

(the Bonding Company)

hereinafter called the "Surety", are subject to the conditions hereinafter contained, held and firmly bound onto The Corporation of the City of Brampton as Trustee, hereinafter called the "Obligee", for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns in the amount of

_____ Dollars (\$ _____)

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

WHEREAS, the Principal has entered into a written contract with the Obligee dated the _____ day of _____ 20____ .

(Description of Works)

which contract documents are by reference made a part hereof, and are hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall

be null and void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- 1) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the Ontario Ministry of Transportation schedule prior to the period during which the equipment was used in the performance of the Contract.

- 2) The Principal and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of the Claimant's contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment or such sum or sums as may be justly due to such Claimant under the terms of the Claimant's said contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceedings, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants; or any of them, who take such act, action or proceedings shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.

- 3) No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Obligee at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given;
- (i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the *Construction Lien Act* legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
- (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above within one hundred and twenty (120) days after the date upon which such Claimant did, or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.
- (b) After the expiration of one (1) year following the date on which Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
- (c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- 4) The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of the *Construction Lien Act* which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- 5) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL

Principal

I/We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED BY THE SURETY

Attorney-In-Fact

THE CORPORATION OF THE CITY OF BRAMPTON

Part C Forms
Bid Bond

Bid Call No. T2017-100

BID BOND

BOND NO. _____

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

_____ a corporation created and existing under the laws of Ontario, and duly authorized to transact the business of Suretyship in Ontario as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF BRAMPTON as Obligee, hereinafter called the Obligee, in the amount of

_____ Dollars,

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

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

for: _____

DESCRIPTION OF WORK

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the Bid accepted within sixty (60) days from the Closing Date and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNATURE OF WITNESS
(if not signed under corporate seal)

NAME OF WITNESS (PRINTED)

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

SURETY (Seal)

By _____
ATTORNEY-IN-FACT

ADDRESS & PHONE NO. OF SURETY

IRREVOCABLE LETTER OF CREDIT
SAMPLE (USE BANK LETTERHEAD)

Date: _____

No: _____

To: The Corporation of the City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

We hereby authorize you to draw on **(Name of Bank, Address, Postal Code)** for account of **(Name of Contractor, Address, Postal Code)** up to an aggregate amount of **(Amount written out in full)** Canadian Dollars **(\$Amount of Security)** available on demand as follows:

Pursuant to the request of our customer, the said **(Name of Contractor)**, we The **(Name of Bank)**, hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of \$ **(Amount of Security)** which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand and without recognizing any claim of our said customers.

Provided, however, that you are to deliver to us at such time as a written demand for payment is made upon us a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be retained and used to meet obligations in connection with **(Bid Call No. and Description)**.

The amount of the Letter of Credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This Letter of Credit will continue to the **(Expiry Date)** and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on that date. It is a condition of this Letter of Credit that it shall be deemed to be **automatically** extended for one year from the present or any future expiration date hereof, unless **thirty days (30)** prior to any such date, we shall notify you in writing by Registered Mail that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your above written certificate.

Partial drawings are permitted.

The drawings under this credit are to state that they are drawn under the **(Name of Bank, Address, Postal Code)**, Letter of Credit **(Number)**.

For **(Bank)**

Authorized Signature

Authorized Signature

STATUTORY DECLARATION

PROGRESS PAYMENT/RELEASE OF HOLDBACK

PROVINCE OF ONTARIO) IN THE MATTER OF an agreement dated the _____ day of
) _____, 20____, made between The Corporation of
) the City of Brampton and _____
) (the "Contractor"), and identified as Bid Call No. _____
) (the "Contract").

I, _____ of the _____ of _____
(full name or names)
in the County/Region of _____ do solemnly declare that;

1. I am _____ of the Contractor named in the
(an authorized signing office, partner, sole proprietor)
above mentioned Contract, which is applying for a second or subsequent progress payment or release of
Holdback, and as such have personal knowledge of the facts herein declared.
2. To date all accounts for services and materials, including subcontracts, labour, products, construction
machinery and equipment incurred directly by the Contractor in the performance of the Contractor in the
performance of the Contract, and for which the Owner might in anyway be held responsible, have been paid
in full, as required by the Contract, save and except only for the following;
 - a) Funds properly retained as holdback,
 - b) Payments deferred by agreement , or
 - c) Amounts withheld due to a dispute, where the other party or parties to the dispute have been notified of
the amounts withheld,
3. The specifics of the most recent application for progress payment for which the Contractor has received
payment are as follows;

None to Date
(OR)
No.: _____ Date: _____
4. No application for progress payment has been made for which payment is outstanding
5. The Contractor has not received notice of any claims in connection with the Contract by a third party.
6. I have authority to bind the Contractor.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and
effect as if made under oath.

Declared before me in _____ this _____ day of _____,
(City/Town)
20____.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, etc.)

PSAB Inventory Management Form

BUILDINGS	LAND
<input type="checkbox"/> BLDG – CORPORATE	<input type="checkbox"/> LAND
<input type="checkbox"/> BLDG - FIRE	LAND IMPROVEMENTS
<input type="checkbox"/> BLDG – PARKS	<input type="checkbox"/> BENCHES
<input checked="" type="checkbox"/> BLDG – RECREATION CENTRES	<input type="checkbox"/> BLEACHERS
<input checked="" type="checkbox"/> BLDG – TRANSIT	<input type="checkbox"/> FLOWER BEDS
<input type="checkbox"/> BLDG – WORKS	<input type="checkbox"/> GARBAGE BINS
<input type="checkbox"/> GAZEBOS & PICNIC TABLES	<input type="checkbox"/> IRRIGATION SPRINKLER SYSTEM
	<input type="checkbox"/> OUTDOOR POOLS (INCLUDNG SPLASHPADS)
BUILDING COMPONENTS	<input type="checkbox"/> PARK BRIDGES & CULVERTS
<input checked="" type="checkbox"/> BUILDING ENVELOPE	<input type="checkbox"/> PARK PATHWAYS
<input checked="" type="checkbox"/> ELECTRICAL	<input type="checkbox"/> PARK SIGNAGE
<input type="checkbox"/> EXTERIOR DOORS & WINDOWS	<input type="checkbox"/> PARKING LOTS
<input checked="" type="checkbox"/> INDOOR EQUIPMENT	<input type="checkbox"/> PATHWAY LIGHTING
<input type="checkbox"/> INTERIOR FINISHES	<input type="checkbox"/> PICNIC TABLES
<input type="checkbox"/> LIFE SAFETY, SECURITY & COMMUNICATIONS	<input type="checkbox"/> PLAYGROUND EQUIPMENT
<input checked="" type="checkbox"/> MECHANICAL & PLUMBING	<input type="checkbox"/> SAFETY STATIONS
<input type="checkbox"/> SITE	<input type="checkbox"/> SPORTS FENCING
<input type="checkbox"/> STRUCTURE	<input type="checkbox"/> SPORTS FIELDS
	<input type="checkbox"/> SPORTS LIGHTING
FURNITURE, COMPUTER & OFFICE EQUIPMENT	<input type="checkbox"/> TENNIS COURTS
<input type="checkbox"/> COMPUTER HARDWARE	
<input type="checkbox"/> COMPUTER SOFTWARE	INFRASTRUCTURE
<input type="checkbox"/> DESKTOPS	<input type="checkbox"/> CATCHBASINS
<input type="checkbox"/> ELECTION EQUIPMENT	<input type="checkbox"/> FENCES
<input type="checkbox"/> EMO SPECIALTY ITEMS	<input type="checkbox"/> GATEWAYS
<input type="checkbox"/> FACILITY EQUIPMENT	<input type="checkbox"/> MANHOLES
<input type="checkbox"/> FIBRE OPTIC CABLE NETWORK	<input type="checkbox"/> NOISE ATTENUATION WALLS
<input type="checkbox"/> FURNITURE	<input type="checkbox"/> RAIL SPUR
<input type="checkbox"/> PORTABLE RADIOS	<input type="checkbox"/> RETAINING WALLS
<input type="checkbox"/> POS TERMINALS	<input type="checkbox"/> ROAD BRIDGES & CULVERTS
<input type="checkbox"/> TELEPHONE EQUIPMENT	<input type="checkbox"/> ROAD MONUMENTS
	<input type="checkbox"/> ROADS – ARTERIAL
VEHICLES & MACHINERY	<input type="checkbox"/> ROADS – COLLECTOR
<input type="checkbox"/> FIRE STATION EQUIPMENT	<input type="checkbox"/> ROADS – LOCAL
<input type="checkbox"/> FIRE TRUCKS	<input type="checkbox"/> SAFETY DEVICES
<input type="checkbox"/> HEAVY EQUIPMENT	<input type="checkbox"/> SIDEWALKS
<input type="checkbox"/> HEAVY TRUCKS	<input type="checkbox"/> STORM SYSTEM UNERGROUND PIPING

THE CORPORATION OF THE CITY OF BRAMPTON

Part C Forms
PSAB Inventory Management Form
Bid Call No. T2017-100

<input type="checkbox"/> LICENSED VEHICLES	<input type="checkbox"/> TRANSIT SHELTERS/STOPS/PADS
<input type="checkbox"/> LIGHT TRUCKS	<input type="checkbox"/> WALKWAYS
<input type="checkbox"/> MACHINERY & EQUIPMENT	
<input type="checkbox"/> MOWERS & TRIMMERS	INFRASTRUCTURE (TRAFFIC EQUIPMENT)
<input type="checkbox"/> TRANSIT BUSES	<input type="checkbox"/> PARKING REVENUE EQUIPMENT
	<input type="checkbox"/> STREET LIGHTING
	<input type="checkbox"/> TRAFFIC LIGHTS/CONTROL EQUIPMENT
	<input type="checkbox"/> TRAFFIC SIGNS/STREET SIGNS

Refer to attached Specifications and Drawings.

Specifications - 128 pages

Drawings - 7 sheets

DSS Report – 35 pages

Please find below a **preview only** of certain schedules that will need to be **completed online only** through the Bidding System by the Bidder as part of your Bid submission.

The Bidder acknowledges that the preview below is provided as a courtesy only (to assist the Bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the schedules shown below are **subject to change by addenda** issued by the Owner. Following the issuance of addenda, such changes may be reflected in the electronic schedules to be completed, but will not be reflected in this document. It is the Bidder's responsibility to review all addenda and ensure that the Bid is submitted based on the current requirements.

For greater certainty, the Bidder shall submit its Bid by completing all schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview schedules below may, in the Owner's sole discretion, be disqualified and rejected on the basis of being incomplete.

**T2017-100 - Replacement of Bus Wash Stations at Brampton Transit
Maintenance Facility, 185 Clark Boulevard, Brampton**

Specifications

Please note that there is a character limitation of 32,000 for a single input field provided in any of the tables below.

Health and Safety Programs Information

The City reserves the right to ask for supporting documents to validate the accuracy of the information that the company provides in the Health and Safety Programs Information Table. Failure to comply may result in disqualification of your bid.

Item Number	Description	Respond *
1	Workplace Safety and Insurance Board (WSIB): Are your workers covered by the WSIB?	<input type="radio"/> Yes <input type="radio"/> No
2	Do you have a written Health and Safety Program?	<input type="radio"/> Yes <input type="radio"/> No
3	Do you have a safety orientation and training program for employees, supervisors and sub-contractors?	<input type="radio"/> Yes <input type="radio"/> No
4	Do you have a documented system to acquire, maintain, inspect, and operate powered material handling equipment?	<input type="radio"/> Yes <input type="radio"/> No
5	Will you provide a COMPETENT supervisor according to OHS/A definitions/regulations for the duration of the work?	<input type="radio"/> Yes <input type="radio"/> No

Bidder Qualifications and Experience

The City reserves the right to ask for supporting documents to validate the accuracy of the information that the company provides in Bidder Qualification and Experience.

Item Number	Description	Respond *
1	Please confirm that your Company has minimum of 5 years experience in managing CCDC 2 contracts as the Contractor.	<input type="radio"/> Yes <input type="radio"/> No
2	Please confirm that your Company has completed a minimum of Three (3) Bus Wash System within the past five years.	<input type="radio"/> Yes <input type="radio"/> No

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract to provide all materials, labour and equipment necessary for the Project at the quoted unit and/or lump sum prices, all in accordance with the Bid Document.

* Denotes a "MANDATORY" field

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

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Base Price

To provide all materials, labour and equipment necessary for the Project, all in accordance with the Bid Document.

Description	Quantity	Unit of Measure	Unit Price *	Sub-Total
Base Bid	1	Lump Sum		
Total Price (excluding HST):				

Cash Allowance

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

Line Item	Description	Quantity	Cash Allowance	Sub-total
1	Cash Allowance (Inspection and Testing)	1	\$20,000.0000	\$20,000.00
			Total Price (excluding HST):	\$20,000.0000

Additional Pricing

ADDITIONAL PRICES

Schedule of Hourly Rates

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

Hourly Rates shall include all markup and other works, excluding taxes.

Line Item	Description	Unit of Measure	Unit Price (Regular Time) *
1	Site Supervision/Superintendent	Per hour	
2	Journeyman Electrical	Per hour	
3	Apprentice Electrical	Per Hour	
4	Journeyman Plumber	Per Hour	
5	Apprentice Plumber	Per Hour	
6	Project Manager	Per Hour	

Contingency

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

Description	Quantity	Contingency	Total
CONTINGENCY	1	\$80,000.0000	\$80,000.00
			Total Price (excluding HST): \$80,000.0000

Summary Table

All Pricing provided shall be excluding HST.

Bid Form	Amount
Base Price	
Cash Allowance	\$20,000.00
Contingency	\$80,000.00
Total Price (excluding HST):	

Bidders choosing to Upload References are required to submit the same information requested in the Bidder's Contractor Experience Record table below.

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

Bidders Contractor Experience Record

Bidders must confirm that their Company has completed a minimum of three (3) Bus Wash Systems within past five (5) years.

Bidders are required to supply the following information concerning work done over the last five year period that is similar to the type of work to be done under this Bid.

Line Item	Name of Tendering Authority	Address of Tendering Authority	Contact Name	Contact Number	Description of Work	Dollar Amount	Date Completed *
1							
2							
3							
4							
5							

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used on this Contract for the approval of the Owner. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording. The Bidder shall state only one (1) subcontractor for each type of work. Any changes to the approved list of Subcontractors must be approved by the Owner prior to any work taking place.

Subcontractors

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

Trade	Subcontractor	Address

Documents

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

BONDING UPLOAD SECTION

Please refer to section 13 - Bid Deposit

The Bid shall be accompanied by a Bid Deposit in the form of a digital bid bond ("Bid Bond") in the amount equal to or greater than ten percent (10%) of the Total Stipulated Price.

NOTE: Digital Bid Bonds are to be uploaded in their original format. Scanned copies will not be accepted.

- Bid Bond (10%) (required)

Addenda, Terms and Conditions

Bidders Declarations

The Bidder by submitting its Bid:

1. acknowledges that it has received all the documents making up the Bid Document listed in the Index and any and all Addenda issued in respect of the Bid Document and the Bidder has provided for compliance with the provisions of the all of the foregoing;
2. acknowledges and agrees that all issued Addenda form part of the Bid Document;
3. declares that it has carefully examined the locality and site of any proposed requirements under the Contract, as well as the Bid Document including any and all Addenda issued by the Owner;
4. acknowledges that quantities included in the Price Schedule are an estimate of the Owner's requirements and there is no guarantee that the full quantities of products or work will be required or purchased;
5. agrees it will execute whatever reductions in the work, and/or additional work as required at the unit prices quoted in its Bid, in strict conformity and in all respects with the requirements of the Bid Call, and the specifications, terms, conditions and agreements applicable to this Bid;
6. agrees to accept payment for the sums calculated in accordance with the actual measured quantities and unit prices quoted in the Price Schedule;
7. confirms that all prices submitted are in Canadian funds;
8. confirms that its prices include all taxes, duties, exchange, labour, charges, currency and freight in respect of all work to be performed under the Contract, except for HST;
9. agrees that if this Bid is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the work;
10. declares that this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other person, including any partnership or corporation, making a Bid for the same requirements as stated in the Bid Call and is in all respects fair and without collusion or fraud;
11. declares that no person, including any partnership or corporation, or anyone other than the Bidder, has any interest in this Bid or in any Contract as may be awarded in respect of this Bid;
12. certifies that the Bidder is in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005; and if requested, it will be able to provide written proof that all employees have been trained as required under the Act;
13. declares that it is not engaged in unresolved litigation with the Owner as of the date of submission of this Bid;
14. declares that this Bid is made in the Bidder's proper legal name and acknowledges that the Owner shall not be required to enter into a Contract awarded to the Bidder if the name of the contracting party in the Contract is different than the name of the Bidder in this Bid, but Owner may enter into a Contract in its sole and absolute discretion subject to correcting the Contract to reflect the proper legal name;
15. acknowledges and agrees that information contained in this Bid submitted to the Owner shall be subject to disclosure as may be required under the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Any confidentiality obligations of the Owner under the Bid Call are expressly subject to the obligations and requirements of MFIPPA now or hereafter in effect;
16. agrees that its Bid as submitted to the Owner shall become the property of the Owner;
17. the bid deposit, if required by the Bid Call, is in accordance with the requirements specified in the Bid Call and is submitted electronically prior to or at the same time as submission of this Bid;
18. if the Bidder withdraws this Bid after Bid Closing and prior to award of the Contract in respect thereof, during the time that this Bid is open to acceptance as set out in this Bidder's Declaration, the amount of the deposit for this Bid shall be forfeited to the Owner; and
19. agrees (i) that this Bid is irrevocable after Bid Closing and shall continue to be open to acceptance after Bid Closing until the Contract is executed or until sixty (60) days after the Closing Date whichever first occurs, and the Owner may at any time within that period and without notice accept this Bid whether any other Bid has been previously accepted or not; and (ii) to enter into a contract with the Owner to perform the work described in the Bid Call, in accordance with the Bid Document and on its terms and conditions, which are expressly acknowledged and agreed to by the Bidder to be made part of the Contract, and the awarding by the Owner of the contract based on this

Bid shall be an acceptance of Bid.



By completing the information below and submitting the Proposal/Bid and this Bidder's Declaration it is understood that, on behalf of the Bidder as the Bidder's authorized officer, I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Bidder's Declaration and the Proposal/Bid Document and any Addenda issued in respect of the Proposal/Bid Document.

By checking "NO" below, the Bidder declares that no actual, potential, or perceived conflict of interest exists or could arise in submitting this Proposal and declares that no member of the City Council, or any officer or employee of The Corporation of the City of Brampton is, or will become interested directly or indirectly as a contracting party or otherwise, in any Contract awarded in respect of this Proposal, or in the supplies, work or business to which any such Contract relates, or in any profits or benefit to be derived from any such Contract.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

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