CITY OF HAMILTON

REQUEST FOR TENDERS

Contract Number: C13-07-19

Prequalified General Contractor for New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

Closes: 3:00 pm, Hamilton time
Friday March 1, 2019

***** ELECTRONIC BID SUBMISSIONS ONLY *****

Procurement Section
Corporate Services Department

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Revised: December 24, 2018

Contract Number: C13-07-19

Prequalified General Contractor for New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

All questions related to this Request for Tenders (RFT) or for clarification on completing the Form of Tender shall be submitted through the Bidding System by clicking on the "Submit a Question" button for the specified Request for Tenders document and shall be directed to:

Donna Drozdz, CPPB
Senior Procurement Specialist

All questions related to this Request for Tenders (RFT) or any clarification with respect to this RFT must be made no later than **5 Business Days prior** to the closing date of this RFT in order that City staff may have sufficient time to respond. The City reserves the right to extend the deadline for questions if required regarding this RFT.

Written answers or clarifications to issues of substance shall be shared with all bidders and issued as part of the RFT in the form of an Addendum. **All bidders are advised that any Addenda issued will only be posted on the following website:**

https://hamilton.bidsandtenders.ca

It is the sole responsibility of each bidder to check the website for any and all Addenda that have been issued for this Request for Tenders.

City of Hamilton
Corporate Services Department
Procurement Section
Phone: 905 546 2773
Fax: 905 546 2327
Email: procurement@hamilton.ca

Donna Drozdz, CPPB
Senior Procurement Specialist
Telephone: (905) 546-2424, extension 4831
Email: Donna.Drozdz@hamilton.ca

REQUEST FOR TENDERS NOTICE

Contract Number: C13-07-19

Prequalified General Contractor for New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

Closes: 3:00 pm, Hamilton time
Friday, March 1, 2019

Only electronic bid submissions shall be accepted and received through the Bidding System by the closing date and time stated above.

There is no public opening for this Request for Tenders.

Bidders eligible to submit Bids for this Request for Tenders have been previously selected through the process of a Request for Prequalifications, issued under Contract C14-06-17 which closed on April 27, 2017. The following bidders have been prequalified:

- Alberici Constructors, Ltd.
- Ball-Rankin Construction Inc.
- Bestco Construction Ltd.

1.0 SCOPE OF WORK

The City requires a general contractor for the construction of a new wastewater pumping station, forcemains, gravity sewer, and sanitary storage tank on Pier 8 in Hamilton. The primary objective of the construction is to provide wastewater infrastructure required for the revitalisation of Pier 8.

The scope of work for the Project includes, but is not limited to, the following:

- Rehabilitation of all land affected by the construction works;
- Demolition of the existing wastewater pumping station;
- Dewatering, working in high water table
- H-Pile driving for structures due to deep and in fill conditions;
- Construction of new wastewater pumping station;
- Construction of wet well for submersible pumps;
- Construction of sanitary storage tank;
- Supply and install of natural gas generator;
- Supply and install of odour control unit; and
- Utility connections including electricity, natural gas, and communications to pumping station building.

2.0 CONTRACT REQUIREMENTS

Bidders are advised of the following contract requirements for this Request for Tenders:

2.1 City of Hamilton Labour Trades Obligations

Bidders are advised that the City of Hamilton is bound by the collective agreement between the Carpenters' Employer Bargaining Agency ("EBA") and the Carpenters' District Council of Ontario of the United Brotherhood of Carpenters and Joiners of America ("Union") in the Industrial, Commercial and Institutional (ICI) Sector ("Carpenters' ICI Collective Agreement"), which requires the bidder to be bound by the Carpenters' ICI Collective Agreement, and employ only Union members to perform the work covered by the Carpenters' ICI Collective Agreement, or contract or subcontract the work covered by the Carpenters' ICI Collective Agreement only to contractors or subcontractors who are bound by the Carpenters' ICI Collective Agreement.

For this Project, at the time of award of the Contract, a bidder shall be bound by the Carpenters' ICI Collective Agreement.

The City reserves the right to request confirmation of same prior to the award of the Contract. Failure of the bidder to provide proof of such confirmation within two Business Days of request by the City will result in the rejection of any Bid received.

2.2 Bid Security

Bid security: **$1,000,000.00**

The City will only accept a digital bid bond in an electronically verifiable and enforceable (e-Bond) format.

2.3 Performance and/or Labour and Material Payment Security

Successful Bidder to provide:

Performance security (bond only accepted): **50%** of the Base Bid Price.

Labour and Material Payment security (bond only accepted): **50%** of the Base Bid Price.

3.0 SITE MEETINGS

3.1 Optional Site Meeting

There is an optional site meeting scheduled.

Location: 57 Discovery Drive (see location map attached)
Date: Wednesday, February 13, 2019
Time: 10:00am, Hamilton time

All attendees are required to wear CSA approved hard hats and safety boots. If an attendee does not have the required personal protection equipment they may not be allowed to attend the site meeting.

4.0 TO OBTAIN DOCUMENTS

4.1 Free Preview of Request for Tenders Documents

A complete set of Request for Tenders documents may be viewed for free on the City of Hamilton's bid opportunities website **hamilton.bidsandtenders.ca.**

4.2 Purchase of Request for Tenders Documents

The Request for Tenders documents are available for online purchase only.

Online: **hamilton.bidsandtenders.ca**

Fee: $53.00 non-refundable, tax included + applicable bids&tenders™ fees

4.3 Accommodations for Bidders with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a bidder requires this Request for Tenders in a different format to accommodate a disability, the bidder must contact the Tender Coordinator as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting bidder and all Addenda will be issued in such different format only to the requesting bidder.

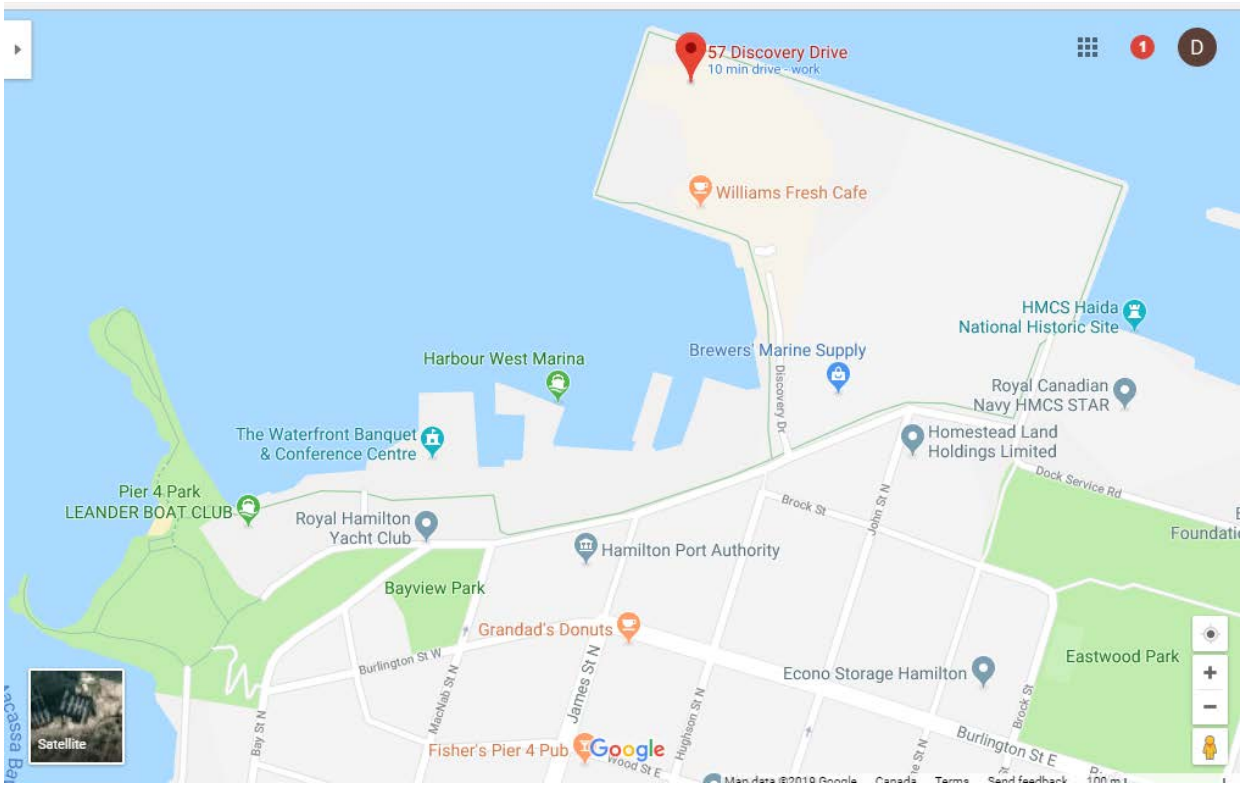
Procurement Manager
City of Hamilton

MAP LOCATION OF 57 Discover Drive, Hamilton

DISCLAIMER:
The following URL address and map have been provided for illustration purposes only and every effort has been made to ensure accuracy. The City of Hamilton cannot accept any responsibility for errors, omissions, or positional inaccuracy for this information.

Bidders must copy and paste the following URL address into a new web browser:

https://www.google.ca/maps/place/57+Discovery+Dr,+Hamilton,+ON+L8L+8K4/@43.2747842,-79.8617479,16.5z/data=!4m5!3m4!1s0x882c9c6f2596274f:0x7adf8ee3af887e3b!8m2!3d43.2776182!4d-79.8609644?hl=en



CITY OF HAMILTON

REQUEST FOR TENDERS

INSTRUCTIONS TO BIDDERS
Revised: September 12, 2018

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INSTRUCTIONS TO BIDDERS

Notice to prospective bidders: The Instructions set out herein define your obligations and limit your rights. Read carefully.

1 Interpretation

In these Instructions to Bidders,

1.1 the provisions shall be read with changes of gender, number or corporate status as the context may require;

1.2 a reference to any Act, by-law, rule, procedure or regulation shall be deemed to include a reference to any substitution or amendment thereof;

1.3 the headings to each section are inserted for convenience of reference only and do not form part of the Request for Tenders;

1.4 any reference to an officer of the City shall be construed to mean the person holding that office from time to time, the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.

1.5 unless expressly stated to the contrary, the number of days shall be calculated by,

1.5.1 counting all days including Saturdays, Sundays and public holidays, provided, however, that if the final day of any period shall fall on a Saturday, Sunday or public holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or public holiday;

1.5.2 where “month” is referred to, it shall be a calendar month.

2 Definitions

Capitalized words and phrases used in these Instructions to Bidders, Supplementary Instructions to Bidders, and the Form of Tender shall have the following meanings, unless expressly stated otherwise.

“Addendum” means a written change issued to the Request for Tenders.

“Alternative” means anything for which bidders provide a price in a manner that gives the City options in determining the actual Work of the Contract and may include such items as an optional product, system, installation, method, design and requirement. The City shall not be obliged to purchase an Alternative when accepting a Bid, but may, at its discretion elect to purchase all, some or none of the Alternatives offered.

“Alternative Price” means the amount stipulated by the bidder for an Alternative, which can be stated as an addition, a deduction, or no change to the Base Bid Price. The Successful Bidder shall be obliged to adhere to the Alternative Price quoted in its Bid.

“Base Bid Price” means the amount stated in the Form of Tender by the bidder, for the Work without considering any Alternative or Alternative Price and includes all Provisional Items and Provisional Prices (if any).

“Bid” means a submission made by a bidder in response to the Request for Tenders.

“Bid Security” means the security submitted by a bidder with its Bid which provides financial protection to the City should the Successful Bidder not enter into the Contract or commence the Work following the issuance of a purchase order, and/or not provide the specified security required under the Contract.

“Bidding System” means the electronic system used by the City for the advertisement of public bid opportunities at the following website: https://hamilton.bidsandtenders.ca, and which is required to be used for all dissemination of information by or on behalf of the City and submissions from bidders for this Request for Tenders.

“Business Day” means a day which is not a Saturday, Sunday, public holiday or day when the administrative offices of the City are closed.

“City” means the City of Hamilton, and where an authority or discretion is conferred upon the City under the Request for Tenders, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time.

“Contract” means the agreement by formal contract executed by both the City and the Successful Bidder, or by purchase order issued by the City, to perform the Work, including the supply and delivery of all labour, Goods, Services, equipment and incidentals necessary for the proper and satisfactory execution of the Work, and the fulfillment of all other contractual obligations and undertakings, all in accordance with the Request for Tenders, and any written supplementary agreements which form part of the Contract.

“Electronic Bidding” means a method of issuing this Request for Tenders and/or receiving Bids where the process of using and/or receiving Bids by internet is considered appropriate, and in particular includes the Bidding System operated by bids&tenders™ system operated by eSolutions Group, 455 Philip Street, Waterloo, Ontario N2L 3X2.

“Form of Tender” means the City’s forms entitled Form of Tender and Schedule of Prices that are supplied as part of the Request for Tenders and which are to be completed and confirmed by the bidder and submitted back to the City in their entirety through the Bidding System.

“Good” means any product of any description required to be installed, supplied or consumed in order to complete the Work.

“Lump Sum Price” means an all inclusive one price that applies to a single item, or specific Service as set out on the Form of Tender.

“Procurement Manager” means the City’s Procurement Manager or his or her delegate or designate.

“Procurement Policy” includes those City procurement policies found at: hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law.

“Procurement Section Office” means 120 King Street West, 9th Floor, Suite 900, Hamilton, Ontario L8P 4V2.

“Project Manager” means the person designated by the City to administer and oversee the Work.

“Provisional Item” means work or a portion of work the City may wish to have performed but which may be removed, at no additional cost to the City from the scope of the Work at any time. Where such item is removed, the City will deduct the relevant Provisional Price from the Base Bid Price after the award of the Contract.

“Provisional Price” means the amount stipulated by the bidder for a Provisional Item which is to be included in the Base Bid Price.

“Request for Tenders” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:

(a) any Addendum;

(b) any Supplementary General Conditions or Supplementary Conditions;

(c) the General Conditions;

(d) the Specifications, with any Supplementary Specifications (if any) taking priority over the standard Specifications;

(e) any contract drawings;

(f) the Supplementary Instructions to Bidders

(g) these Instructions to Bidders;

(h) the standard form text of the Form of Tender as prescribed by the City;

(i) the sample Contract;

(j) any other documents that form a part of the Request for Tenders.

“Service” means a service of any description required in order to complete the Work, whether commercial, industrial, trade or otherwise, and includes all professional, technical and artistic service, and the transporting, acquiring, supplying, storing and otherwise dealing in a Good.

"Specifications**"** means all written or printed requirements and standards forming part of the Request for Tenders and pertaining to the method and the manner of performing the Work or Service, to the scope of Work and to the quality of a Good to be furnished under the Contract.

"Stipulated Price" means a single, all inclusive, one price that applies to all of the Work.

"Successful Bidder" means the bidder to whom the City has awarded the Contract.

"Tender Coordinator" means the single point of contact for the Request for Tenders and will be the person named on the Communications page of the Request for Tenders.

"Tender Notice" means the public notification of the Request for Tenders.

"Total Contract Price" has the same meaning as Base Bid Price.

"Unit Price" means any component price as set out on the Form of Tender.

"Value Added Taxes" means such sum as shall be levied upon the Base Bid Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Base Bid Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the bidder by the tax legislation.

"Work" means the whole of the work, the supply and delivery of a Good, the delivery and performance of any Services, the total construction and related services, material, matters and things required to be completed, supplied, mentioned or referred to in performing or executing the work in full in accordance with the requirements set out in the Request for Tenders.

3 Guidelines Regarding Bid Irregularities

As a guide to the bidder, but without qualifying any rights and privileges reserved to the City, the bidders guidelines set out below is indicative of the manner in which discretion reserved by the City is to be exercised with respect to non-compliant Bids. However, the City shall not be liable to any bidder or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below. An irregularity that goes beyond the scope of the bidders Guidelines set out below shall be considered by the Procurement Manager.

BIDDERS GUIDELINES		
IRREGULARITY		**RESPONSE**
1.	Qualified or conditional Bid (A Bid restricted by a statement added to the Form of Tender or a covering letter or alterations to the Form of Tender).	Automatic rejection unless the Request for Tenders specifically permit such qualification or condition.
2.	A Bid received in a format not specified in the Request for Tenders such as hardcopy submission, fax, email, etc.	Automatic rejection.

BIDDERS GUIDELINES		
IRREGULARITY		**RESPONSE**
3.	A Bid received on documents other than those original documents supplied by the Bidding System.	Automatic rejection.
4.	Bid Security: Amount of Bid Security provided by bidder is insufficient, does not name correct Municipality as obligee, or no Bid Security is provided or is not otherwise in compliance with the Request for Tenders requirements.	Automatic rejection.
5.	Execution of Bid bond: Corporate seal or electronic signature of bidder, or both, are missing. Corporate seal or electronic signature of bonding company, or both, are missing.	Automatic rejection. Automatic rejection.
6.	Digital bid bond not provided or not an electronically verifiable and enforceable e-Bond.	Automatic rejection.
7.	Other irregularities.	An irregularity that goes beyond the scope of the Bidders Guidelines may be considered by the Procurement Manager.

4 Bid Submission and Form of Tender

4.1 Every Bid **shall**

4.1.1 be submitted on the City's prescribed Form of Tender in its entirety;

4.1.2 be completed in English;

4.1.3 have all of the required blank spaces provided on the Form of Tender completed by the bidder;

4.1.4 include all material, Goods, Services, equipment and labour, required to complete the Work; and

4.1.5 state all prices in Canadian funds, unless otherwise stipulated.

4.2 Electronic Bid submissions only, shall be accepted and received by the Bidding System, on or before the closing date and time stated in the Request for Tenders. A Bid submitted by mail, in person, fax, e-mail or other electronic means, other than through the Bidding System, will not be accepted.

4.3 Bidders shall have a Bidding System vendor account and must be registered as a plan taker for this Request for Tenders. Only plan takers will have access to download this Request for Tenders document, receive Addendum email

notifications, download Addendum and to submit their Bid electronically through the Bidding System.

If a bidder has obtained the Request for Tenders 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 opportunity.

4.4 Time is of the essence with respect to the submission of a Bid. It is the **sole** responsibility of each bidder to ensure that its Bid is received by the Bidding System on or before the closing date and time stated in the Request for Tenders document. The closing time shall be determined by the Bidding System web clock.

Bidders are advised that the timing of their Bid submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a bidder, as Bid transmission can be delayed in an "internet traffic jam" due to file transfer size, transmission speed, etc.

Bidders shall allow sufficient time to upload their Bid submission, including any attachments. Late Bid submission shall not be accepted by the Bidding System.

4.5 The Bidding System will send a confirmation email to the bidder advising that their Bid was submitted successfully. If an email confirmation is not received, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca or by telephone 1-800-594-4798.

4.6 It is the exclusive responsibility of each bidder to submit a complete Bid in accordance with the Request for Tenders.

4.7 All documents prepared and work carried out by a bidder in preparing a Bid, and all oral presentations to the City in connection with a Bid, shall be without cost to the City, and neither the City's publication of a Request for Tenders nor the submission of a Bid shall be construed to oblige the City to award a Contract.

4.8 All words and phrases forming part of a Bid should be written out in full, and abbreviations should not be used.

4.9 No amendment may be made to a Bid after it has been submitted, except in the circumstances set out in Article 6.4 of these Instructions to Bidders.

5 Bid Security

5.1 Each bidder shall submit with its Bid a Bid Security in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format in the amount set out in the Supplementary Instructions to Bidders.

For additional information regarding e-Bonds, bidders should contact their surety company or visit the Surety Association of Canada website: https://www.surety-canada.com/en/ebonding/index.html

5.2 A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected.

5.3 Bidders shall upload their Bid Security to the Bidding System, in the bid submission file labelled “Bid Bond”. All instructions and details for assessing authentication shall be included with the digital bond uploaded in the Bidding System.

5.4 A Bid Security shall, include such terms, be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the City in its reasonable discretion.

5.5 When a Bid is accepted by the City, the Successful Bidder will enter into a Contract for the performance of the Work. The Successful Bidder will commence the Work, following the issuance of a purchase order or notice to proceed, and will give the specified security required under the Request for Tenders and the Contract within 10 Business Days of request by the City.

5.6 The digital bid bond will not be returned to the bidder.

5.7 The term of the Bid Security shall be for a minimum period of 90 days after the closing date of the Request for Tenders. Where the irrevocability period for a Bid is extended in accordance with Article 10.2 of these Instructions to Bidder, the bidder shall also ensure that the term of the Bid Security is extended for the same period of time as the irrevocability period.

5.8 A Bid submitted without the required Bid Security will be rejected by the City.

5.9 Each bidder that submits a Bid will be deemed to have acknowledged and agreed that the amount of the Bid Security required with respect to a Bid constitutes a genuine pre-estimate on the part of the City of the damages that will be suffered by the City as a result of a failure or refusal on the part of the Successful Bidder to enter into a Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract.

5.10 In the event of a failure or refusal on the part of the Successful Bidder to enter into the Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract, the City shall declare the Bid Security forfeited and the Successful Bidder may be held responsible at the City’s discretion for any increased costs or damages incurred by the City over and above the amount of that Bid Security.

5.11 In addition to the Reserved Privileges of the City set out at Article 16 of the Instructions to Bidders, the City may at its discretion, in the event of a failure, refusal or default on the part of the Bidder to enter into the Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract, annul the award or terminate the Contract, accept the next lowest compliant Bid, advertise for new tenders, or carry out the Work in any manner deemed in the best interests of

the City. In such a case, if required by the City, the bidder shall pay the City the difference between the Base Bid Price and any greater sum that the City may be obligated to pay by reason of the failure, refusal or default of that bidder, including the cost of any advertisement for new tenders.

6 Addenda and Clarification of the Request for Tenders

6.1 The City reserves the right at any time prior to the award of the Contract,

6.1.1 to withdraw or cancel the Request for Tenders;

6.1.2 to extend the time for the submission of Bids; or

6.1.3 to modify the Request for Tenders,

by the publication of an Addendum, which shall become part of the Request for Tenders, and the City shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder (or any other person) as a result of its so doing.

6.2 Without limiting the City's right, Article 6.1 may apply to situations where no Bid is compliant or an insufficient number of bids have been received.

6.3 Any Addendum shall be posted on the following website and is sufficiently served upon any prospective bidder if so posted.

https://hamilton.bidsandtenders.ca

6.3.1 In addition to the above method of posting, the City may also notify prospective bidders of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of the City and notification shall be to the co-ordinates provided by the bidder to the City at the time it obtained the Request for Tenders from the City.

6.3.2 It is the sole responsibility of each bidder to check the website and ensure that it has received any and all Addenda issued by the City. Bidders shall confirm in the Form of Tender that they have received, examined and provided for all Addenda issued under the Request for Tenders. Bidders may in writing, seek confirmation of the number of Addenda issued under the Request for Tenders from the Tender Coordinator.

6.4 Where a bidder submits their Bid prior to the Request for Tenders closing date and time and an Addendum has been issued by the City, the Bidding System automatically **WITHDRAWS** the bidder's Bid submission and changes the Bid submission to an **INCOMPLETE STATUS** (**NOT accepted by the City**). The withdrawn Bid can be viewed by the bidder in the "**MY BIDS**" section of the Bidding System. The bidder is solely responsible to:

6.4.1 make any required adjustments to their Bid;

6.4.2 acknowledge all Addenda that have been issued for this Request for Tenders; and

6.4.3 ensure the re-submitted Bid is **RECEIVED** by the Bidding System before the closing date and time stated in the Request for Tenders.

6.5 All communication between a bidder and the City (including requests for information or clarification) **shall** be set down in writing and directed to the Tender Coordinator named in the Communications page.

6.6 Any request directed to the City with respect to Article 6.5 prior to the closing date of the Request for Tenders must allow sufficient time for a written response or clarification to be issued by the City prior to the closing date, should the City consider it necessary to issue such response or clarification.

6.7 A written response or clarification of substance shall be shared with each bidder and issued in the form of an Addendum.

6.8 The City shall not be bound by any oral:

6.8.1 instruction;

6.8.2 amendment or clarification of the Request for Tenders;

6.8.3 information; or

6.8.4 advice or suggestion,

provided by any member of the City's staff or consultant to the City concerning the Request for Tenders or the manner in which the Work is to be carried out and the bidder bears any and all risk in relying on such representation.

6.9 Bidders shall acknowledge receipt of any Addenda when submitting their Bid through the Bidding System. Bidders shall check a box for all Addenda and any applicable attachments that have been issued before a bidder can re-submit their Bid submission online.

7 Bidder Responsibilities

7.1 The Contract shall only be between the City and the Successful Bidder. Neither the City nor its consultant shall be construed to have any contractual relationship with the Successful Bidder's employees, subcontractors or material suppliers, or their respective employees or suppliers.

7.2 Each bidder shall be responsible for:

7.2.1 ensuring that it has conducted a thorough inspection of the site, has investigated and examined the Request for Tenders and any other document made available to the bidder by the City and has delivered to the

City any request for information in respect of all questions arising out of the foregoing inspections, investigations and examinations in respect to the site;

7.2.2 reviewing all drawings, reports, tests and other documents with respect to site, subsurface or otherwise concealed physical conditions which have been provided or made available to the bidder by the City in relation to the Request for Tenders and shall be responsible for any site, subsurface or otherwise concealed physical condition set out in or inferable from any such report; and

7.2.3 ensuring that they have conducted a sufficient and appropriate scope of inquiry into the manner, method(s) and magnitude of the work that is proposed in the Request for Tenders such that they have established a clear and full understanding of the work being undertaken and are able to fully appreciate the consequences of that work in preparing their Bid.

7.3 The cost of any Work which results from encountering any condition that is described in or properly inferable from the information referred to in Article 7.2 above shall be included in the bidder's Base Bid Price.

8 Opening of Bids

There is no public opening for this Request for Tenders. All Bids shall be electronically opened and posted on the Bidding System, https://hamilton.bidsandtenders.ca, following the closing date and time of the Request for Tenders. The name of the bidder and the Base Bid Price shall be posted for each Bid received.

9 Review of Bids & Bid Verification

9.1 Following the electronic opening, each apparently eligible Bid will be examined by the Procurement Manager to confirm that they are compliant and otherwise complete.

9.2 Unless expressly stated otherwise, the City shall apply a standard of substantial compliance against each Bid.

9.3 The City is not obliged to seek verification of any aspect of a Bid, however, the City may, if it determines that it is appropriate to do so under the circumstances, verify any aspect of any Bid received, at any time, in order to resolve an ambiguity in either the language used or any other vague or uncertain aspect of the Bid.

9.4 Such verification shall not alter the Bid, constitute negotiation or re-negotiation of the price or any other aspect of the Bid, and all correspondence with a bidder for the purposes of such verification shall be conducted through the Procurement Manager.

9.5 The review or verification of a Bid with a bidder shall not oblige the City to enter into a Contract with a particular bidder, nor shall it constitute an acceptance of a Bid.

9.6 All verification under this section shall form part of the Bid, be in writing, and be in a form satisfactory to the City.

10 Acceptance & Irrevocability of Bid

10.1 A Bid shall be irrevocable and open for acceptance by the City of Hamilton for a period of 90 days following the closing date and time of the Request for Tenders.

10.2 Where the City is unable to award a Contract prior to the expiry of the irrevocability period, the City may, on or prior to that expiry date, make a request to each of the compliant bidders to confirm, in writing, their willingness to hold their Bid prices, extend the term of their Bid Security and extend the irrevocability period for the specific period of time requested by the City.

11 Award of Contract

11.1 The City shall notify the Successful Bidder as soon as practicable after the award of the Contract. Despite any requirement for the formal execution of a Contract, the Contract shall be deemed to arise upon the award of the Contract to the Successful Bidder.

11.2 Where a Request for Tenders is awarded to a bidder in respect of the Work and in accordance with the provisions of the Request for Tenders and Bid, the bidder shall be required to either:

11.2.1 execute a Contract on the form set out in the Request for Tenders and approved by the City's Legal Services Division; or

11.2.2 where the form of Contract in Article 11.2.1 is not required they shall be assigned a contract number and the Request for Tenders and the Bid shall become the Contract in respect of the Work.

11.3 The award letter will identify documents required by the City prior to being able to issue a purchase order, the timeline for providing those documents to the City and the name of the Project Manager who will coordinate the start date for the Work.

11.4 The Base Bid Price for each compliant Bid received as well as the Contract award information may be obtained from the following website:

https://hamilton.bidsandtenders.ca

12 Conflict of Interest, Lobbying and Collusion

12.1 The City may reject any Bid submitted where a bidder is in contravention of the City's Procurement Policy with respect to conflict of interest.

12.2 Other than as expressly permitted or required in the Request for Tenders a bidder and their representative shall not, with respect to the Request for Tenders or the Work, make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, their Bid, or their interest in this competitive procurement process.

12.3 For greater certainty, a bidder shall not communicate with the City regarding this procurement except through the Tender Coordinator identified on the Communications page of the Request for Tenders who shall be the City's single point of contact for the bidder during this process.

12.4 The bidder acknowledges that this Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person making a Bid for the same work and is in all respects fair and without collusion or fraud.

13 Confidentiality

13.1 A bidder should be aware that all information submitted is being collected under authority of the Municipal Act, 2001, and may be used in the City's review of Bids and in the Contract that is entered into with the Successful Bidder. In this regard, the bidder should be aware that:

13.1.1 the bidder's name and Base Bid Price at a minimum will be made public. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record; and

13.1.2 all correspondence, documentation and information provided by a bidder to the City as part of a Bid may be reproduced for the purposes of reviewing the bidder's Bid and/or for the purposes of an audit of the procurement process.

13.2 All such information is also subject to collection in accordance with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and Personal Health Information Protection Act ("PHIPA") and City policies and procedures related to the collection and administration of such records. For greater particularity and direction regarding how such issues of confidentiality will be handled and may affect a bidder's rights, the bidder should reference the City's policies related to Freedom of Information on the City's website under the Office of the City Clerk at hamilton.ca. In preparing the Bid, the bidder should note the following:

13.2.1 a bidder may mark as confidential any scientific, technical, commercial, proprietary or similar confidential information contained in its Bid, the disclosure of which could cause it injury, excluding the Base Bid Price and its name. A bidder shall not identify the whole of a Bid as confidential. A watermark or rubber stamp imprint is suitable to identify confidential parts of a Bid.

13.3 All correspondence, documentation and information provided by the City, its employees, agents or representatives to any bidder in connection with, or arising out of the Request for Tenders remains the property of the City and must not be used

for any purpose other than for replying to the Request for Tenders. Confidentiality of records and information of the City relating to the Work described in the Request for Tenders must be maintained at all times. If any proprietary or confidential information belonging to, or in the care of, the City is disclosed to any bidder by the City's employees, agents, representatives and independent contractors, or any other person at the request of the City in connection with the Request for Tenders, the bidder shall:

13.3.1 safeguard all such information;

13.3.2 maintain in strict confidence and not reproduce or disclose any such information to any person except as required by law or as expressly permitted in advance by the City in writing;

13.3.3 return forthwith all such information as may be in documentary form or recorded electronically by the closing date and time; and

13.3.4 not use any such information for any purpose other than the purpose for which it was provided by the City or by any other person at the request of the City.

14 Withdrawal of Bids by Bidder

14.1 Withdrawal of a Bid after it has been submitted and received by the Bidding System, is permitted only prior to the closing date and time of the Request for Tenders.

14.2 Requests made after the closing date and time of the Request for Tenders to withdraw a Bid received by the Bidding System will be disregarded.

14.3 A Bid withdrawn prior to the closing date and time of the Request for Tenders may be revised and re-submitted at any time prior to that closing date and time. Bidders are solely responsible to ensure:

14.3.1 any required revisions are made to their Bid;

14.3.2 acknowledge all Addenda that have been issued for this Request for Tenders; and

14.3.3 ensure the re-submitted Bid is received by the Bidding System prior to the closing date and time of the Request for Tenders.

15 Price

15.1 No variation in Bid price(s) shall be permitted after the closing date and time of the Request for Tenders except where the City corrects an obvious computational or other mathematical error evident on the face of the Bid. Only extensions, subtotals and totals shall be corrected. No modification to individual prices, either Unit Price or Lump Sum Price, shall be made by the City.

15.2 Where the bidder is instructed to price the Work on a Stipulated Price basis only, no corrections to the Base Bid Price shall be made by the City.

15.3 The Base Bid Price must be quoted on an all-in basis and include the provision and delivery of all necessary labour, Goods, materials, warranty and maintenance requirements, Services, tools, equipment, supplies, utilities, levies and duties and other incidentals, and for performing all the Work and providing all Services contemplated under the Contract.

15.4 As various parts of the Work may or may not be exempt from Value Added Taxes, the bidder is required to refer to the Supplementary Instructions to Bidders for details, if any, respecting payment exemptions, rebates and Value Added Taxes.

16 Reserved Privileges of the City

The City shall have the following reserved privileges, which may be exercised or waived in its absolute discretion.

16.1 The City may reject a Bid on the following basis:

16.1.1 the City may reject any Bid, the lowest Bid or all Bids, may cancel the Request for Tenders or may cancel the Request for Tenders and require the submission of new Bids;

16.1.2 any extraordinary or unjustified disparity between the lowest Bid and the other Bids received by the City;

16.1.3 the need to avoid the use of unproven technology and methodologies;

16.1.4 the prior record of the bidder as a contractor to the City;

16.1.5 a Bid submitted by a person which in the opinion of the City or its professional advisors, does not possess the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the bidder proposes to assume under the terms of its Bid.

16.2 Where the Contract is awarded to the lowest compliant bidder, the City may negotiate amendments to the Contract or to the Work to be done or Services or materials to be supplied under the Contract.

16.3 Where none of the Bids are compliant and in the opinion of the City it is impractical to reissue a new Request for Tenders, the City will reject all of the Bids and may permit Bids to be submitted without issuing a new Request for Tenders.

16.4 Where the Base Bid Price for the lowest compliant Bid received substantially exceeds the estimated procurement cost of the Work, the City may negotiate with the lowest compliant bidder for a reduction to the Base Bid Price.

16.5 The City maintains the right to verify any information provided or contained in any Bid.

16.6 The City reserves the ability to exercise the rights, privileges and authority contained in the Procurement Policy and procedures thereunder with respect to the Request for Tenders.

17 Notice to Proceed and Start Date

17.1 The City may issue a written notice to proceed to the Successful Bidder prior to the execution of any required Contract.

17.2 Work shall commence on the start date specified in the notice to proceed, unless otherwise agreed by the Successful Bidder and the City.

18 Applicable Law and Limit on Liability

18.1 The City shall not be liable, in any way, to the bidder for any delays, or costs associated with delays, in the Request for Tenders process.

18.2 The bidder agrees that,

18.2.1 any action or proceeding relating to the Request for Tenders process shall be brought in an Ontario court of competent jurisdiction and any such action or proceeding shall be issued at the Hamilton, Ontario office of that Court and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court at Hamilton, Ontario;

18.2.2 it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to the Request for Tenders process on any jurisdictional basis, including forum non conveniens; and

18.2.3 it will not oppose, in any other jurisdiction, the enforcement against it of any judgment or order duly obtained from an Ontario court in Hamilton, Ontario as set out above.

18.3 If a bidder is required by applicable law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Bid, neither acceptance of the Bid nor execution of the Contract shall be considered to be approval by the City of carrying on such activity without the requisite licence, permit, consent or authorization.

18.4 The bidder agrees that if the City commits a material breach of the Request for Tenders (that is, a material breach of Contract A), the City's liability to the bidder and the aggregate amount of damages recoverable against the City for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City, shall be no greater than the Bid preparation costs that the bidder seeking damages from the City can demonstrate.

19 Accommodations for Bidders with Disabilities

19.1 In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

19.2 If a bidder requires this Request for Tenders in a different format to accommodate a disability, the bidder must contact the Tender Coordinator as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting bidder and all Addenda will be issued in such different format only to the requesting bidder.

Supplementary Instructions to Bidders
Revised: September 12, 2018

1. OPTIONAL SITE MEETING

There is an optional site meeting scheduled.

Location: 57 Discovery Drive (see location map attached)
Date: Wednesday, February 13, 2019
Time: 10:00am, Hamilton time

All attendees are required to wear CSA approved hard hats and safety boots. If an attendee does not have the required personal protection equipment they may not be allowed to attend the site meeting.

2. TAXES

2.1 The Base Bid Price and all other prices quoted on the Form of Tender shall be exclusive of Goods and Services Tax and Harmonized Sales Tax. All other taxes shall be included in the prices submitted for this Request for Tenders.

2.2 Where there is a variation due solely to an increase or decrease in the rate of applicable Tax from a Canadian taxing authority, beyond the control of the Successful Bidder, occurring after the time and date of submission of its Bid, the variation shall alter the price of the Bid only to the extent of the Tax increase or decrease. The Successful Bidder must prove to the satisfaction of the City that the Successful Bidder will not benefit in any way by reason of any increase to the Base Bid Price.

3. BID SECURITY

Bidders shall submit Bid Security in accordance with Article 5 Bid Security of the Instructions to Bidders in the amount of not less than **$1,000,000.00**.

4. JOINT VENTURES

For greater certainty, a Bid must be submitted by a single entity as the bidder. The City will not accept a Bid from a collection of entities jointly submitting as the bidder. The single entity submitting the Bid must not be a special purpose company incorporated solely for the purpose of entering into a Contract with the City regarding the Work. The bidder shall be expected to perform the Work either through itself, or through itself and any subcontractors.

5. RECORD AND REPUTATION

See the City of Hamilton Procurement Policy for specific requirements and obligations at:

hamilton.ca/buying-selling-city/bid-tenders/procurement-policy-by-law

6. CITY OF HAMILTON LABOUR TRADES OBLIGATIONS

(1) The City is bound by the Provincial Collective Agreement between the Carpenters' Employer Bargaining Agency ("EBA") and the Carpenters' District Council of Ontario of the United Brotherhood of Carpenters and Joiners of America ("Union") in the Industrial, Commercial and Institutional (ICI) Sector ("Carpenters' ICI Collective Agreement"). The Successful Bidder and any subcontractors must perform all work covered by the Carpenters' ICI Collective Agreement in accordance with the Carpenters' ICI Collective Agreement and therefore, for this Request for Tenders, the Successful Bidder must be bound by the Carpenters' ICI Collective Agreement, and employ only Union members to perform work covered by the Carpenters' ICI Collective Agreement, or contract or subcontract the work covered by the Carpenters' ICI Collective Agreement only to contractors or subcontractors who are bound by the Carpenters' ICI Collective Agreement.

For informational purposes, Schedule "A" (work claimed but not limited to) of the Carpenters' ICI Collective Agreement can be accessed on the City of Hamilton Procurement Section website:

hamilton.ca/buying-selling-city/bids-tenders/labour-trade-obligations

The City has no discretion in setting wage rates or in using union labour for certain trades performing Work for the City. The *Fair Wage Policy* shall be separate from this obligation.

(2) The City reserves the right to request confirmation that a bidder is bound by the Carpenters' ICI Collective Agreement prior to the award of the Contract. Failure of the bidder to provide proof of such confirmation within two Business Days of request by the City will result in the rejection of any Bid received.

7. AWARD OF CONTRACT

Subject to the Reserved Privileges of the City set out in Article 16 of the Instructions to Bidders, the Contract shall be awarded to the compliant Bid with the lowest Base Bid Price.

8. BID SUBMISSION

Electronic Bid submissions only, shall be accepted and received by the Bidding System, **on or before 3:00:59 p.m., Hamilton time, Friday, March 15, 2019**.

9. SPECIFIED PRODUCTS

Specified product by name, trade or company is regarded as the standard of quality required by the Specifications. **No alternates or substitutes will be considered prior to the award of the Contract**. After the award of the Contract, should the

Successful Bidder want the City to approve an alternate or substitute for a specified product, the Successful Bidder shall make such request in writing to the City, which the City may consider, in its sole discretion. No alternate or substitution for a specified product required by the Specifications shall be made by the Successful Bidder without the prior written approval of the City.

10. PROPOSED TIMELINE

Event	Date
Tender closing date	March 1st, 2019
Anticipated award date	April 1st, 2019
Commencement of Work	**6 weeks from award date**

11. POLICIES, REGULATIONS AND GUIDELINES

The Successful Bidder shall be aware of and adhere to all of the applicable City Policies and Legislation set out on the City of Hamilton website at:

hamilton.ca

12. DECLARATION OF BIDDER COMPLIANCE WITH CITY BY-LAWS

Should the bidder's declaration in its Form of Tender that it is in compliance with all City of Hamilton by-laws be untrue or incorrect, the City shall be entitled at its sole discretion to reject the bidder's Bid.

13. RFPQ C14-06-17 – PREQUALIFICATION FORM AND APPLICATION

All information provided by the bidder or otherwise included in its Prequalification Form and Application, submitted in response to RFPQ C14-06-17, shall be deemed to be material representations by the bidder to the City. The bidder shall be deemed to have warranted the truth of the representations so made, and that those representations remain current at the time of the submission of its Form of Tender. The bidder who becomes the Successful Bidder shall further be deemed to have warranted the truth of the representations so made until the completion of the Contract.

LUMP SUM BREAKDOWN OF BASE BID PRICE
Revised: January 21, 2019

Contract Number: C13-07-19

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

After opening of the Bids, the two apparent low bidders are required to submit to the City, within two Business Days of the closing date of the Request for Tenders, the breakdown of their Base Bid Price. The breakdown shall be given according to the following Lump Sum Breakdown. The City may refuse to accept any breakdown, which contains prices considered to be unbalanced and request the bidder to adjust the breakdown to correct such unbalancing, and by submitting its Bid, the bidder agrees to do so upon such request by the City.

SUMMARY

SECTION "1"	Pre-Construction Items	TOTAL	$
SECTION "2"	Construction Items	TOTAL	$
SECTION "3"	Lump Sum for Other Requirements	TOTAL	$
SECTION "4"	Provisional Items	TOTAL	$
SECTION "5"	Commissioning, Training and Submittals	TOTAL	$
		BASE BID PRICE	$

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "1" - Pre-Construction Items

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

ITEM NO.	DESCRIPTION	LUMP SUM PRICES
1.1	Bonding	$
1.2	Insurance	$
1.3	Site Investigation with Plant Operations (includes preconstruction safety review and ***mandatory site meeting with all suppliers and subcontractors***)	$
1.4	Shop Drawings	$
1.5	Mobilization/Demobilization	$
1.6	Construction Sign	$
	Total of Section "1"	$ _____
	(Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

ITEM NO.	DESCRIPTION	UNITS	EST'D QTY.	UNIT PRICE	TOTAL PRICE
1	New Municipal Wastewater Pumping Station (HC062) on Pier 8 in the City of Hamilton	LUMP SUM			$

Total of Section "2" **$** _____

(Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)

l.m. - linear metre
sq. m. - square metre
ea. - each

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

NOTE: Do not include any items and costs already identified under Sections "1", "3", "4" or "5" of this Lump Sum Breakdown.

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

Division No.	Description	Lump Sum Amount ($)
1	**CONTRACTOR GENERAL REQUIREMENTS**	
	All Division 1 General Requirements not included under "Section 1" and "Section 5"	
	TOTAL DIV. 1	
2	**SITE WORK**	
02050	Site Demolition	
02100	Site Preparation	
02140	Dewatering	
02220	Excavation, Trenching, & Backfilling - Architectural	
02314	Deep Excavations and Backfilling	
02315	Temporary Protection Systems	
02451	Pile Foundations – General	
02460	Helical Pile Foundation	
02511	Asphaltic Concrete Paving	
02525	Curbs and Sidewalks	
02530	Sanitary Sewer and Maintenance Hole	
02610	High Density Polyethylene Pipe and Fittings	
02652	Hydrostatic Testing of Structures	
02825	Ornamental Metal Fence	
	Other (please specify)	
	TOTAL DIV. 2	
3	**CONCRETE**	
03100	Concrete Forms and Accessories	
03200	Concrete Reinforcement	
03300	Cast-In-Place Concrete – Sanitary Storage Tank and Well	
03300	Cast-In-Place Concrete – Service Building Foundation	
03300	Cast-In-Place Concrete - Other	
03400	Architectural Precast Concrete	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

NOTE: Do not include any items and costs already identified under Sections "1", "3", "4" or "5" of this Lump Sum Breakdown.

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

03620	Grout	
	Other (please specify)	
	TOTAL DIV. 3	
4	**MASONRY**	
04200	Masonry	
	Other (please specify)	
	TOTAL DIV. 4	
5	**METALS**	
05100	Structural Steel for the Structure	
05400	Cold Formed Metal Framing	
05500	Metal Fabrications	
05510	Steel Stairs, Railings, and Ladders	
05810	Expansion Joint Assemblies	
	Other (please specify)	
	TOTAL DIV. 5	
6	**WOOD AND PLASTICS**	
06100	Rough Carpentry	
06200	Finish Carpentry	
06610	Fibre Reinforced Plastic Stairs, Handrail & Gratings	
	Other (please specify)	
	TOTAL DIV. 6	
7	**THERMAL AND MOISTURE PROTECTION**	
07120	Bituminous Waterproofing	
07121	Chemical Waterproofing	
07195	Air Barrier Membrane	
07210	Building Insulation	
07216	Sprayed Polyurethane Foam Insulation	
07256	Sprayed Mineral Fireproofing	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

NOTE: Do not include any items and costs already identified under Sections "1", "3", "4" or "5" of this Lump Sum Breakdown.

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

07270	Firestopping and Smoke Seals	
07412	Standing Seam Sheet Metal Roofing	
07421	Insulated Metal Wall Panel System	
07544	PVC Single Ply Fully Adhered Roofing System	
07620	Sheet Metal Flashing and Trim	
07722	Roof Hatches and Accessories	
07900	Joint Sealants	
	Other (please specify)	
	TOTAL DIV. 7	
8	**DOORS, WINDOWS AND FRAMES**	
08110	Steel Doors and Frames	
08330	Insulated Rolling Service Doors	
08710	Door Hardware	
08800	Glass and Glazing	
	Others (please specify)	
	TOTAL DIV. 8	
9	**FINISHES**	
09260	Gypsum Board Systems	
09675	Resinous Flooring	
09900	Painting	
	Other (please specify)	
	TOTAL DIV. 9	
10	**SPECIALTIES (not applicable)**	
11	**PROCESS EQUIPMENT**	
11300	Process Equipment and Support System	
11311	Odour Control	
	Other (please specify)	
	TOTAL DIV. 11	
12	**FURNISHING (not applicable)**	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

NOTE: Do not include any items and costs already identified under Sections "1", "3", "4" or "5" of this Lump Sum Breakdown.

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

13	**SPECIAL CONSTRUCTION (not applicable)**	
14	**CONVEYING EQUIPMENT**	
14600	Bridge Crane and Hoist Systems	
	Other (please specify)	
	TOTAL DIV. 14	
15	**MECHANICAL**	
15070	Station Piping	
15070	Station Valves	
15230	Heating and Ventilation	
15300	Mechanical Insulation	
15305	Portable Fire Extinguishers	
15410	Plumbing Piping, Fixtures, and Fittings	
15440	Fibreglass Reinforced Plastic Duct	
15852	Make-Up Air Unit	
15860	Fans and Accessories	
15890	Ductwork and Accessories	
15950	HVAC & Automatic Controls	
	Other (please specify)	
	TOTAL DIV. 15	
16	**ELECTRICAL**	
16010	Electrical General Requirements	
16015	Electrical Systems Analysis	
16122	Wires and Cables 0-1000V	
16132	Outlet Boxes, Conduit Boxes and Fittings	
16133	Conduits, Conduit Fastenings, and Fittings	
16223	Motor Starters to 600V	
16231	Natural Gas Generating Units (Heat Exchanger Cooked)	
16271	Dry Type Transformers	
16289	Transient Voltage Surge Suppression (TVSS)	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "2" - Construction Items

NOTE: Do not include any items and costs already identified under Sections "1", "3", "4" or "5" of this Lump Sum Breakdown.

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

16412	Moulded Case Circuit Breakers	
16441	Panelboards Breaker Type	
16450	Grounding - Bonding	
16482	Motor Control Centre	
16496	Automatic Transfer Switches - Low Voltage	
16505	Lighting Equipment	
16670	Lightning Protection System	
16900	Instrumentation and Controls	
	Other (please specify)	
	TOTAL DIV. 16	
	OTHER ITEMS NOT COVERED ABOVE, SPECIFY:	

Total of Section "2" $

(Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "3" - Lump Sum for Other Requirements
LOCATION: 75 Discovery Drive, Hamilton, Ontario 75 Discovery Drive, Hamilton, Ontario
DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 in the City of Hamilton

Section 3, “Lump Sum for Other Requirements”, shall provide for such items as watchmen, permits and approvals (other than those specifically stated to be paid for by the City), items required by the Drawings or Specifications but which have been omitted from this breakdown, and other items required by the Contract but not specifically covered by or related to any item listed in this breakdown. Please provide details in the table below.

ITEM NO.	DESCRIPTION	LUMP SUM PRICES
	N/A	**$**
		$
		$
		$
		$
	Total of Section "3"	**$** _____
	(Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)	

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "4" - Provisional Items

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 in the City of Hamilton

ITEM NO.	DESCRIPTION	UNITS	EST'D QTY.	UNIT PRICE	TOTAL PRICES
4.1	Excavating in all kinds of material including shoring removal and dispoal of all incidentals as specified.				
	- Up to 2.0 m deep	m^3	240		
	- Up to 4.0 m deep	m^3	240		
	- Up to 6.0 m deep	m^3	240		
	- Up to 8.0 m deep	m^3	200		
4.2	Dewatering of excavations including all associated rental and fuel costs	L/day	15,000		
4.3	Supply and compact to 100 percent (%) SPMDD in any excavation or as fill:				
	- Granular ‘A’	m^3	50		
	- Granular ‘B’	m^3	50		
4.4	Supply and Compact Engineered Fill	m^3	50		
4.5	Concrete in place over and above those specified including formwork and finishing, reinforcing steel and labour (35 MPA)	m^3	30		

4.6	Asphalt paving repair		`		
	- Supply and place HL8 asphalt – 65 mm compacted thickness	m²	25		
	- Supply and place HL3 asphalt – 40 mm compacted thickness	m²	25		
4.7	Supply of all labour and material for hydro vacuum truck, including dumping fees	Day	5		
4.8	Structural demolition of asphalt paving including saw cutting, removal and disposal of all surplus over and above those specified	m²	25		
4.9	Structural demolition of existing reinforced concrete including removal and disposal of all surplus over and above those specified.	m³	15		
4.10	Daily Rate for additional assistance				
	Licensed Electrician	days	10		
	Qualified Training Personnel	days	10		
	Millwright	days	10		
				Total of Section "4" $ _____	
				(Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)	

Notes:

If this Contract or Form of Tender contains a Provisional Item, the Contractor is not entitled to payment thereof except for the extra or additional work carried out by him, as directed by the City and in accordance with the Contract and only to the extent of such extra or additional work and payment approved by the City.

The City reserves the right to delete from the Base Bid Price one or more of the items identified in the Form of Tender as Provisional Items, for credit at the price shown in the table. All prices are inclusive of all duties and taxes applicable, except for Value Added Taxes.

CONTRACT NO. C13-07-19

LUMP SUM BREAKDOWN OF BASE BID PRICE

SECTION "5"- Commissioning, Training and Submittals

LOCATION: 75 Discovery Drive, Hamilton, Ontario

DESCRIPTION: New Municipal Wastewater Pumping Station (HC062) on Pier 8 in the City of Hamilton

Section 5 shall provide for all items, equipment, services, testing, inspections, labour, energy, electrical power, fuel, security watchmen, reports, attendance of suppliers, sub-contractors, testing companies, consulting services contracted by the contractor, and any other requirements to complete the commissioning of all items required by this Contract to the satisfaction of the City, including any additional return visits, labour and materials; shall provide for training of City staff and its facilities operators; and shall provide for five complete sets of all required as-builts, Operation and Maintenance Manuals, reports, information literature and any other required submittals.

ITEM NO.	DESCRIPTION	LUMP SUM PRICES
5.1	Commissioning	$
5.2	Training	$
5.3	Closeout Submittals	$
5.4	Project Management & Coordination	$
5.5	Health & Safety	$
5.6	Construction Facilities	$
5.7	Temporary Utilities	$
	Total of Section "5" **$** _____ (Carry to **Summary** on **Lump Sum Breakdown of Base Bid Price**)	

CCDC 2 - 2008
STIPULATED PRICE CONTRACT

A copy of the CCDC 2 – 2008 Stipulated Price Contract is not being reproduced for this RFT and the English version can be purchased at:

http://www.ccdc.org/documents/ccdcoutlets.pdf

Supplementary Conditions to Contract CCDC 2-2008
Revised: July 4, 2018

SC 1. GENERAL

These Supplementary Conditions presuppose the use of the Standard Construction Document CCDC 2-2008 Stipulated Price Contract, English version. These "Supplementary Conditions" void, supersede or amend the "Agreement", "Definitions" and "General Conditions" as hereinafter provided, as the case may be.

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

SC 2. AGREEMENT

1. Add new paragraph 1.4 to Article A-1 THE WORK, as follows:

   1.4 Provide all the labour, material, equipment, machinery, *Products* and work including, without limitation, all *Commissioning* services required by the *Contract Documents* in order to fully complete and construct the *Work* and in accordance with, and satisfaction of all *Applicable Laws* including, without limitation, those relating to occupational health and safety and any and all obligations, responsibilities and duties required by or set in any site plan agreement or approval, attributable to the *Place of the Work* and/or the proposed development therein, and furnish efficient business and construction administration and superintendence consistent with the interests of the *Owner*.

2. Add documents to the existing list of *Contract Documents* in paragraph 3.1 of Article A-3 CONTRACT DOCUMENTS as follows:

   – Addenda, as issued
   – the Special Provisions
   – *Project* specific Supplementary Conditions to Contract CCDC 2-2008
   – Supplementary Conditions to Contract CCDC 2-2008
   – the Form of Tender as approved and accepted by the *Owner*
   – detailed *Contract Price* Breakdown or Lump Sum Breakdown of Base Bid Price
   – the *Specifications*
   – *Drawings*

3. In paragraph 5.1, insert "ten" between "of" and "percent", and "10" before "%".

4. Delete paragraphs 5.2 and 5.3 from Article A-5 PAYMENT in their entirety and replace with the following:

   5.2 As such payments become due, the *Contractor* shall, in accordance with the terms of its agreements with any *Subcontractors*, *Suppliers* and workers, pay all of its *Subcontractors*, *Suppliers* and workers in full on account of work properly performed or *Products* properly supplied, as applicable, less any holdback monies retained in compliance with the *Construction Act* (Ontario).

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

   5.4 Interest
   .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the rate of two percent (2%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by The Royal Bank of Canada for prime business loans as it may change from time to time.
   .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.4.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

5. Amend Article A-6 RECEIPT OF AND ADRESSES FOR NOTICES IN WRITING as follows:
   (a) Delete "or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender" from the second sentence of paragraph 6.1.

(b) Delete “or other form of electronic communication” from the fourth sentence of paragraph 6.1

(c) Delete “e-mail address” from signing lines.

6. Delete Article A-7 LANGUAGE OF THE CONTRACT in its entirety.

7. 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, and agents 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*. The *Contractor* acknowledges and agrees that a conflict of interest includes the use of *Confidential Information* where the *Owner* has not specifically authorized such use.

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 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Hamilton where to do so constitutes a breach by such employee or previous employee of the *Owner*’s conflict of interest policy, as it may be amended from time to time.

9.4 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.

8. Add new Article A-10 CONFIDENTIALITY as follows:

ARTICLE A-10 CONFIDENTIALITY

10.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents* or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* acknowledges that it will comply with all requirements of the *Personal Information Protection and Electronic Documents Act*. The *Contractor* acknowledges that the *Owner* is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)*. The *Contractor* further acknowledges that the *Owner* may be required to disclose any or all of the *Confidential Information* and *Personal Information* in the event that it is compelled to do so by law, through a request under *MFIPPA*, or by the rules of any applicable regulatory authority.

SC 3. DEFINITIONS

1. Add before “*Substantial Performance of the Work*” in Definition 8. Contract Time, the following:

“the date of”

2. Add to the end of Definition 16. Provide, the following:

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

3. Add after “The *Work* means the total construction” in Definition 25. Work, the following:

“, *Products*, installation, C*ommissioning*, checkout, start-up testing”

4. Delete Definition 26. Working Day in its entirety and replace with the following:

Working Day means a day when the *Owner*’s administrative offices are open, and does not include weekends or statutory holidays.

5. Add new Definitions as follows:

27. **Applicable Laws**

Applicable Laws and applicable laws means all public laws, statutes, regulations, transactions, codes, acts, orders, by-laws, rules, judgements, decrees, treaties, *Governmental Consents*, notices, protocols, binding policies and guidelines, and requirements of all *Governmental Authorities*, which now or hereafter, may be applicable to and enforceable against the *Work* or any part thereof, including those relating to employment, zoning, building, life/safety, environment and health, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation.

28. **As-Built Drawings**

As-Built Drawings means the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing any and all changes or variations to the *Work* from the requirements of the *Drawings* and *Specifications***.**

29. **Authorities Having Jurisdiction**

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

30. **Commission**

Commission means and *Commissioning* refers to the procedure which includes checking, balancing, testing, adjusting and measuring *Work* performed by the *Contractor* to demonstrate and verify to the *Owner* and *Consultant*, the satisfactory installation, operation and performance of all components of the *Work* and that the *Project* is ready for use.

31. **Confidential Information**

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description such as *Drawings* which is communicated to or comes into the possession or control of the *Contractor* at any time, but *Confidential Information* shall not include information that:

(1) is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;

(2) the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;

(3) the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or

(4) is independently developed by the *Contractor* without use of any *Confidential Information*.

32. **Construction Costs**

Construction Costs means the direct costs of all the elements of the *Work* or a change in the *Work* as the case may be. A cost that can be applied wholly to a particular item of the *Work*, or a change in the *Work*, should be considered part of the *Construction Costs*, excluding all *Value Added Taxes*, *Overhead Costs*, and profit.

33. **Contemplated Change Order**

Contemplated Change Order means a standard document issued to the *Contractor* by the *Consultant* on behalf of the *Owner*, requesting that the *Contractor* provide pricing for a change to the scope of the *Work*. Authorization of the *Contemplated Change Order* is formalized by a *Change Order* prior to the *Work* proceeding.

34. **Fair Wage Policy**

Fair Wage Policy means the City of Hamilton's Fair Wage Policy and Fair Wage Schedule available on the City of Hamilton's website at: hamilton.ca/buying-selling-city/bids-tenders/fair-wage-policy-and-fair-wage-schedule

35. **Final Completion of the Work**

Final Completion of the Work shall have been reached when the *Work* has previously been deemed substantially performed as defined in these *Contract Documents*, and all deficiencies and incomplete *Work* have been completed and certified by the *Consultant*, prior to the release of final holdback monies on the *Project*.

36. **Force Majeure**

Force Majeure means a delay in the performance of the services occurring other than as a result of the deliberate act or negligence of either party respectively, and which:

(1) could not have been reasonably foreseen, and

(2) was caused by an event beyond the reasonable control of each party respectively, and

(3) for the sake of greater certainty, shall include any one or more of the following:

(i) acts of God, the Queen or Her enemies;

(ii) civil war, insurrections or riots;

(iii) fires, floods, explosions, earthquakes, or serious accidents;
(iv) unusually severe weather, epidemics, or quarantine restrictions;
(v) governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities;
(vi) fuel shortages or freight embargoes;
(vii) strikes or labour troubles causing cessation, slowdown, interruption of work or other similar events relating to a person other than the *Contractor* (or any *Subcontractor*) or to the *Owner*.

Financial difficulties experienced by the *Contractor* will not be considered an occurrence of a *Force Majeure* under the *Contract*.

37. **Governmental Authority**
Governmental Authority means any federal, provincial, or municipal government and any agency, authority, body, board or commission established by any of them. It includes the police and fire departments.

38. **Governmental Consent**
Governmental Consent means any license, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval, or authority to be issued or provided by, or written contract between the *Owner* and a *Governmental Authority*.

39. **Overhead Costs**
Overhead Costs means those costs that cannot be attributed to a single task of *Work* and are exclusive of *Construction Costs*, *Value Added Taxes*, and profit. *Overhead Costs* include both general and administrative costs of the *Contractor* or *Subcontractor* together with any and all *Project* specific or office costs of the *Contractor* or *Subcontractor*. Without limiting the generality of the foregoing, *Overhead Costs* include costs associated with general conditions, administration, head office, field office, management, supervision, coordination, scheduling, purchasing, security, health and safety, general labour, accommodation, subsistence, travel, storage, inventory, loading and unloading, computers and electronics, software, printing, general tools and equipment, standby costs and charges, vehicles, engineering, drafting, shop drawings, submittals, surveying, temporary facilities, traffic control, fire safety, sanitation, site clean-up, utilities and services, controls, insurance, bonding, heating, winterization, permits, inspection, regulatory fees, mobilization, demobilization, and other costs of a similar reasonable nature.

40. **Personal Information**
Personal Information has the same definition as in subsection 2(1) of *MFIPPA* and includes an individual's name, address, telephone number, and date of birth, whether recorded in printed form, on film, by electronic means, or otherwise and disclosed to the *Contractor*.

41. **Request for Information (RFI)**
Request for Information ("RFI") means a standard document typically issued by the *Contractor* to the *Consultant*, requesting a clarification of the scope of *Work* provided in the *Contract Documents*. The response to the RFI typically results in a formal *Supplemental Instruction* where there is no modification of the original scope of the *Work*, or a *Contemplated Change Order* from which the *Contractor* may provide pricing for the revision to the original scope of the *Work*.

42. **Substantial Performance Date**
Substantial Performance Date means the date by which the *Contractor* shall attain *Substantial Performance of the Work* as specified in Article A-1 – THE WORK.

43. **Statutory Declaration**
Statutory Declaration means the form of the statutory declaration to be delivered by the *Contractor* upon applications for progress payment, release of holdback and final payment, being CCDC 9A – 2001 Statutory Declaration (latest edition available).

SC 4. GC 1.1 CONTRACT DOCUMENTS

1. Delete subparagraph 1.1.7.1 in its entirety and replace with the following:

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

- *Change Orders* and/or *Change Directives*
- the executed Agreement between the *Owner* and the *Contractor*
- detailed *Contract Price* breakdown or Lump Sum Schedule Breakdown
- the Form of Tender as approved and accepted by the *Owner*

- Addenda, as issued
- Special Provisions
- *Project* specific Supplementary Conditions
- Supplementary Conditions to Contract CCDC 2-2008
- Definitions
- the General Conditions of the Stipulated Price Contract
- the *Specifications*
- *Drawings*

2. Add new subparagraph 1.1.7.5 as follows:

   .5 in case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents.*

3. Delete paragraph 1.1.8 in its entirety and replace with the following:

   1.1.8 The *Owner* shall provide the *Contractor,* without charge, a maximum of six (6) copies of the *Contract Documents* to perform the *Work.* The *Contractor* is responsible for the provision of any additional sets required in order to complete the *Work*, at no cost to the *Owner*.

4. Delete "and shall remain the *Consultant's* property" from the first sentence of paragraph 1.1.9 and replace with the following:

   "not the *Contractor's* property"

SC 5. GC 1.2 LAW OF THE CONTRACT

1. Add new paragraphs 1.2.2 and 1.2.3 as follows:

   1.2.2 The *Contractor* agrees that:
   .1 any action or proceeding relating to the *Contract* shall be brought in a court of competent jurisdiction in the City of Hamilton and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that court;
   .2 it irrevocably waives any right to and will not oppose any action or proceeding relating to the *Contract* on any jurisdictional basis, including forum non conveniens; and
   .3 it will not oppose in any other jurisdiction, the enforcement against it, of any judgment or order duly obtained from a Hamilton court as set out above.

   1.2.3 The *Contractor* shall comply with all municipal by-laws as they pertain to the City of Hamilton in respect of the operation of the *Contractor's* business and the *Work.* Further, the *Contractor* shall, at all times that the Contract is in effect and upon request of the *Owner*, provide proof of compliance satisfactory to the *Owner*, at the *Contractor's* own cost. If the Contractor fails to do any of the foregoing, the *Contractor* shall be considered to be in default of the *Contract* in accordance with GC7.1.2 and the *Owner* shall be entitled at its sole discretion to terminate the *Contract* and to pursue any other legal recourse the *Owner* deems appropriate.

SC 6. GC 1.3 RIGHTS AND REMEDIES

1. Add to the beginning of paragraph 1.3.2, the following:

   "Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1,"

2. Add new paragraph 1.3.3 as follows:

   1.3.3 All rights and remedies of the parties for any breach by the other party of its obligations under the *Contract* shall be cumulative and not exclusive or mutually exclusive alternatives, may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the non-breaching party under the *Contract* or otherwise at law or in equity or by statute.

SC 7. GC 1.4 ASSIGNMENT

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

   1.4.1 The *Contractor* shall not assign the *Contract*, or any portion thereof, without the prior written consent of the *Owner*, which consent may not be unreasonably withheld. The *Owner* shall be entitled to assign the *Contract* to

any person or other entity (the "Assignee"). Upon the assumption by the Assignee of the *Owner*'s obligations under the *Contract*, the *Owner* shall be released from its obligations arising under the *Contract*.

2. Add new paragraph 1.4.2 as follows:

1.4.2 Neither the use of one or more *Subcontractors* to carry out part of the *Work*, nor the assignment of the whole or of any part of the *Contract* or the *Work* to be done under it shall relieve the *Contractor* of its obligations and liability to the *Owner*.

SC 8. MUNICIPAL CONFLICT OF INTEREST

1. Add new general condition GC 1.5 MUNICIPAL CONFLICT OF INTEREST as follows:

GC 1.5 MUNICPAL CONFLICT OF INTEREST

1.5.1 The *Owner* may terminate the *Contract* where the *Contractor* is in contravention with the *Owner*'s Procurement Policy with respect to conflict of interest.

SC 9. ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING

1. Add new general condition GC 1.6 ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING as follows:

GC 1.6 ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING

1.6.1 The *Contract Documents* (including all properly authorized *Change Directives* and *Change Orders*) constitute the entire *Contract* between the parties. Each of the parties,

.1 acknowledges that it is not relying upon any representation, warranty, promise, instruction, advice or information received from the other party or from any employee or agent of the other party, except as set out in the *Contract Documents*;

.2 shall not rely at any time in the future on any representations, warranty, instruction, advice or information purportedly received from the other party or any employee or agent of the other party, except as set out in a properly authorized *Change Order*, *Change Directive* or in an amendment as provided under this section.

1.6.2 The *Contract* shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to the *Contract* shall be in writing and shall be signed by both parties, provided that any such amendment may be executed in counterpart form.

SC 10. NON-DISCLOSURE AND NO COMMENT

1. Add new general condition GC 1.7 NON DISCLOSURE AND NO COMMENT as follows:

GC 1.7 NON-DISCLOSURE AND NO COMMENT

1.7.1 The *Contractor* shall not disclose details relating to the *Contract*, *Work* or *Project* to any outside person not engaged in activities relating to the *Contract*, *Work* or *Project*, and shall restrain its employees from giving unauthorized information with respect thereto.

1.7.2 The *Contractor* shall refer all inquiries from whatever source relating to the works to be undertaken within the scope of the *Contract* to the *Consultant*.

SC 11. OWNER'S ACCESS TO SITE

1. Add new general condition GC 1.8 OWNER'S ACCESS TO SITE as follows:

GC 1.8 OWNER'S ACCESS TO SITE

1.8.1 The *Owner* shall have the right to enter and occupy the *Place of the Work* in whole or in part, for the purpose of placing fittings and equipment or for other uses before the issuance of the certificate of the *Substantial Performance of the Work*, where in the opinion of the *Consultant*, such entry and occupancy will not interfere unreasonably with the *Contractor*'s delivery of the *Work*.

1.8.2 Notwithstanding paragraph 1.8.1, the parties agree that during the term of the *Contract*, the *Owner* may inspect any and all aspects of the *Project*, at all reasonable times, for the purpose of ensuring that the *Contractor* is carrying out the *Work* and other obligations in accordance with the *Contract.*

SC 12. PATENTS AND OTHER INTELLECTUAL PROPERTY

1. Add new general condition GC 1.9 PATENTS AND OTHER INTELLECTUAL PROPERTY as follows:

GC 1.9 PATENTS AND OTHER INTELLECTUAL PROPERTY

1.9.1 Where the *Work* or *Project* to be carried out requires the installation or use of any patented or other protected intellectual property,

.1 belonging to the *Contractor*, the *Contract Price* shall be deemed to include the grant of a perpetual license from the *Contractor* to the *Owner* to make use of that intellectual property;

.2 belonging to any other person, the *Contractor* shall obtain and assign to the *Owner* a perpetual license from the owner thereof entitling the *Owner* to make use of that intellectual property, and the cost thereof shall be deemed to be included in the *Contract Price*.

SC 13. GC 2.1 AUTHORITY OF THE CONSULTANT

1. Delete from the end of paragraph 2.1.2, the following:

", the *Contractor* and the *Consultant*"

2. Delete from paragraph 2.1.3, the following:

"against whom the *Contractor* makes no reasonable objection and"

SC 14. GC 2.2 ROLE OF THE CONSULTANT

1. Add after "promptly inform the *Owner*" in paragraph 2.2.4, the following

"within twenty-four (24) hours"

2. Delete from the beginning of paragraph 2.2.7, the following:

"Except with respect to GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,"

3. Add to the end of paragraph 2.2.10, the following:

"and not more than forty-eight (48) hours after receipt of the written query unless otherwise agreed to by the parties."

4. Add after "with reasonable promptness" in paragraph 2.2.13, the following:

"but not more than five (5) *Working Days* after receipt of a written Request for Information from the *Contractor*"

5. Add after ", the *Consultant* does not guarantee" in the second sentence of paragraph 2.2.17, the following:

"to the *Contractor*"

6. Add to the end of paragraph 2.2.18, the following:

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

7. Add new paragraph 2.2.19 as follows:

2.2.19 The *Consultant* will provide the *Contractor* in writing with bench marks and points of reference to be used by the *Contractor* in setting out the *Work*. The *Owner* will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the *Contractor* will do its own setting out. The setting out by the *Contractor* shall include but shall not be limited to the preparation of grade sheets, the installation of centre lines stakes, grades stakes, offsets and site rails.

SC 15. GC 2.3 REVIEW AND INSPECTION OF THE WORK

1. Add to end of paragraph 2.3.2, the following:
"Reasonable notice shall not be less than twenty-four (24) hours prior to the testing and inspection"

2. Add after "inspection reports relating to the Work" in paragraph 2.3.3, the following:

", and in any event no later than two (2) *Working Days* from the date of the inspection"

SC 16. GC 2.4 DEFECTIVE WORK

1. Add after "failing to conform to the *Contract Documents*" in paragraph 2.4.1, the following:
"at the *Contractor's* expense"

2. Add new paragraphs 2.4.1.1, 2.4.1.2 as follows:

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

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

SC 17. GC 3.1 CONTROL OF THE WORK

1. Add after "construction means, methods, techniques," in paragraph 3.1.2, the following:
"schedule,"

2. Add new paragraph 3.1.3, as follows:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation 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, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.

SC 18. GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

1. Delete subparagraphs 3.2.2.1 and 3.2.2.2 in their entirety.

2. Add to the end of subparagraph 3.2.2.3, the following:

"; the *Contractor* acknowledges that, if the *Owner* does not enter into any other contracts for the *Project*, the *Contractor* is the "constructor" and the "employer" within the meaning of the Occupational Health and Safety Act (Ontario) and the *Contractor* undertakes to carry out the duties, obligations and responsibilities of the constructor and the employer with respect to the *Project*. In the event that the *Owner* enters into more than one contract for the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* agrees to fulfill all of the duties, obligations and responsibilities required under the *Occupational Health and Safety Act* (Ontario). Without restricting the generality of any other term or condition in the Contract, the *Contractor* shall indemnify and hold harmless the *Owner* from any liability for claims, damages or penalties, including reasonable legal fees to defend any offences, arising from the *Contractor's* failure to comply with the duties, responsibility and obligations of the constructor and the employer under the *Occupational Health and Safety Act* (Ontario)."

3. Add new subparagraph 3.2.3.4 as follows:

3.2.3.4 Subject to General Condition 6.1.1 Owners Right to Make Changes and GC 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the *Owner's* own forces and for other contractors performing work within the construction site limits identified in the *Contract Documents*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor as that term is defined in the *Occupational Health and Safety Act*.

SC 19. GC 3.4 DOCUMENT REVIEW

1. Delete paragraph 3.4.1 in its entirety and replace with the following:

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 comply 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. 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*.

2. Add new paragraphs 3.4.2 and 3.4.3 as follows:

3.4.2 The *Contractor* shall follow the procedures as set forth in the *Contract Documents.* All requests are to be formal, written, and tracked, beginning with a *Request for Information* from the *Contractor*. If the *Request for Information* results in a change to the *Work* as specified in the *Contract Documents*, the *Consultant* will then issue a written request for *Change Order*, as set forth in GC 6 - CHANGES IN THE WORK.

3.4.3 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*, through a *Request for Information*. The *Contractor* shall not proceed with the work until the *Consultant* has responded to the *Request for Information*, and in dealing with such error, inconsistency or omission the *Contractor* shall co-operate with the *Owner* and the *Consultant* in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the *Contract Price* or delay in the progress of the *Work*. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

SC 20. GC 3.5 CONSTRUCTION SCHEDULE

1. Delete paragraph 3.5.1 in its entirety and replace with the following:

3.5.1 The *Contractor* shall:

.1 prior to the first application for payment, 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 the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents.* The *Contractor* shall employ construction scheduling software, where required by the *Specifications*, that permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;

.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 GC 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 GC 3.5 - CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and

.4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.

2. Add new paragraphs 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6., 3.5.7, 3.5.8, 3.5.9 and 3.5.10 as follows:

3.5.2 If, at any time, it should appear to the *Owner* or the *Consultant* 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* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with GC 6.5 – DELAYS.

3.5.3 Where a *Force Majeure* occurs, the *Consultant* shall determine the number of days (if any) to be allowed by reason thereof for the *Substantial Performance of the Work.*

3.5.4 An extension of time may be granted under this section by the *Consultant* where in the *Consultant's* reasonable opinion it is appropriate in all of the circumstances to do so;

.1 by reason of the occurrence of a *Force Majeure*;

.2 by reason of a *Change Directive* or *Change Order*;

.3 where the *Owner*, for any reason, directs that *Work* be discontinued; provided that,

(1) an extension under subparagraph 3.5.4.1 shall not entitle the *Contractor* to any additional payment; and

(2) any other extension shall entitle the *Contractor* to additional overhead costs only to the extent that the *Consultant* is satisfied that such costs will increase by reason of the extension.

3.5.5 Any extension of time so granted shall not exceed the amount that is reasonably required. Requests for extension will be evaluated collectively, rather than on an individual *Change Directive* or *Change Order* basis, provided that the collective evaluation shall not be less frequently than at least once per quarter. There is no presumption that the time required to carry out a *Change Directive* or *Change Order* will necessarily extend the date of the *Substantial Performance of the Work* by the same length of time. Instead, the *Consultant* shall make an independent determination of whether an extension is required.

3.5.6 An extension of time under this section shall be for such time as the *Consultant* may prescribe as being fair and reasonable and the *Consultant* shall fix the terms on which the said extension may be granted.

3.5.7 An application for an extension of time as herein provided shall be made in writing by the *Contractor* to the *Consultant* through the *Change Order* process.

3.5.8 Any additional time granted for the completion of the *Contract* will be conditional upon the *Contractor* providing the *Owner* with evidence that all insurance, bonds or other securities, furnished to the *Owner* by the *Contractor*, have been increased and, if necessary, extended beyond the limit of the time extension.

3.5.9 Any extension of time that may be granted to the *Contractor* shall be so granted and accepted without prejudice to any rights of the *Owner* whatsoever under the *Contract* and all of such rights shall continue in full force and effect after the time limited in the *Contract* for the completion of the *Work*, and whenever in the *Contract* power and authority is given to the *Owner* or the *Consultant* or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the *Contractor* in respect of the *Work* or *Contract*, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the *Contract* for the completion of the *Work* but also in the event of the same happening after the time so limited in the case of the *Contractor* being permitted to proceed with the execution of the *Work* under an extension of time granted by the *Consultant*. In the event of the *Consultant* granting an extension of time, time shall continue to be deemed of the essence with respect to that extension.

3.5.10 Due to the time constraints regarding the *Project*, the *Contractor* shall maintain rigorous control of all elements of the *Work* for which the deadlines are indicated in the *Contract Documents*.

SC 21. GC 3.6 SUPERVISION

1. Delete paragraph 3.6.1 in its entirety and replace with the following:

3.6.1 The *Contractor* shall furnish a competent and adequate staff, who shall be in attendance at the *Place of the Work* at all times, as necessary, for the proper administration, co-ordination, supervision and superintendence of the *Work*; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the *Work*, and keep an adequate force of skilled workmen on the job to complete the *Work* in accordance with all requirements of the *Contract Documents.* The appointed representatives shall not be changed except for valid reasons, at no additional cost to the *Owner*, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld. Further, the Contractor shall not employ or continue to employ on the *Work* anyone to whom the *Owner* may reasonably object.

2. Add new paragraphs 3.6.3, 3.6.4, 3.6.5, 3.6.6, 3.6.7, 3.6.8 and 3.6.9 as follows:

3.6.3 The *Contractor* shall at all times have at the *Place of Work*, a full-time and competent construction superintendent who shall be capable of reading and thoroughly understanding plans and specifications and of adequately communicating with the *Consultant* and its representatives and who also must be thoroughly experienced in the type of *Work* being performed, and who shall be the recipient of all instructions from the *Consultant* or its authorized representatives. No work of any kind shall be carried out by the *Contractor* or its *Subcontractors* during prolonged absence of the construction superintendent.

3.6.4 The construction superintendent shall have full authority to execute the orders or directions of the *Consultant* without delay, and to promptly provide such materials, equipment, tools, labour and incidentals as may be required. The *Contractor* shall provide a superintendent regardless of the amount of *Work* subcontracted.

3.6.5 The *Contractor* shall provide the *Consultant* with the telephone and the address of its appointed representative(s), who could be contacted on matters relating to the *Contract*, (e.g. urgent messages or emergencies), and who shall be available within reasonable notice, twenty-four (24) hours a day, seven (7) days a week, on matters relating to the *Contract*.

3.6.6 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve incompetent or disorderly conduct or conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement at no additional cost to the *Owner*.

3.6.7 The *Contractor* shall cause each *Subcontractor* at all times while the *Work* is being carried out, to have a fully competent supervisor at the *Place of the Work*, who is thoroughly familiar with all aspects of the *Project* for which that *Subcontractor* is responsible.

3.6.8 The superintendent shall not be employed in any other capacity at the *Place of Work*. Where it is necessary to employ a superintendent in some other capacity, the *Consultant* shall approve the extent to which a labour time charge may be claimed by the *Contractor* or a *Subcontractor* in respect of that superintendent.

3.6.9 The *Contractor* acknowledges that the replacement of the construction superintendent or project team members will have significant impacts on the *Project* schedule and quality of the *Work*; therefore, all measures will be taken by the *Contractor* in order to maintain the original team assigned to the *Project*. Replacement of any team members will result in a possible delay to the *Project* and will be the responsibility of the *Contractor* to make-up any such delays.

SC 22. GC 3.7 SUBCONTRACTORS AND SUPPLIERS

1. Add to the end of paragraph 3.7.2, the following:

"Failure on the part of the *Contractor* to indicate in writing such *Subcontractors* and *Suppliers* to the *Owner*, shall be deemed to be a failure or refusal to enter into the *Contract*."

2. Add to the end of paragraph 3.7.4, the following:

"at the discretion of the *Consultant.*"

3. Add new paragraph 3.7.7 as follows:

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

SC 23. GC 3.8 LABOUR AND PRODUCTS

1. Add new paragraphs 3.8.4, 3.8.5, 3.8.6, 3.8.7, 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12, 3.8.13, 3.8.14 and 3.8.15 as follows:

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

3.8.5 The *Contractor* shall comply with all requirements set out in the *Fair Wage Policy*. The *Owner* has adopted the *Fair Wage Policy*, respecting contractors and subcontractors that must be adhered to on this *Project*.

3.8.6 The *Contractor* shall comply in all respects with the *Fair Wage Policy* and is fully responsible for ensuring that all of its *Subcontractors* also comply in all respects with the *Fair Wage Policy*.

3.8.7 All workers employed by the *Contractor* and its *Subcontractors* in connection with the *Work* or *Project* shall be paid or provided with wages, benefits and hours of work in accordance with the *Fair Wage Policy* which were in effect on the date of the closing of the request for tenders/request for proposals for the *Contract*.

3.8.8 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 of the *Products* or other person 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* within the *Contract Documents*.

3.8.9 The *Contractor* shall neither permit nor allow underaged persons contrary to *Applicable Laws*, the introduction or use of alcoholic beverages or illegal narcotics on or about the *Place of the Work*.

3.8.10 At the request of the *Owner* or *Consultant*, the *Contractor* shall remove from the *Place of the Work*, any person (whether employed on the *Work* or not) who, in the opinion of the *Owner* or *Consultant*, is incompetent, intoxicated or otherwise impaired, or who is conducting himself (or herself) improperly, and the *Contractor* shall not permit any such person to remain on the *Place of the Work*, nor to return to the *Place of the Work* without the written approval of the *Owner* or *Consultant* as the case may be.

3.8.11 Where required by the *Consultant*, the *Contractor* shall furnish a complete written statement of the origin, composition and manufacture of all materials to be supplied by them, and shall furnish samples thereof for testing purposes, if so instructed by the *Consultant*.

3.8.12 The *Consultant*'s approval of changed materials shall not be considered as waiver of objection to the *Work* or materials at any subsequent time due to their failure to conform to the *Specifications*.

3.8.13 The *Contractor* shall furnish for the *Consultant*'s approval, such material tests, mock-ups, mix designs and tests of items and/or materials manufactured or fabricated off the *Place of the Work* as the *Consultant* may reasonably request.

3.8.14 Specified product by name, trade or company is regarded as the standard of quality required by the *Specifications.* No substitution shall be made by the *Contractor* without the prior written approval of the *Owner*.

3.8.15 By-law 07-170 (City of Hamilton Licensing Code) regulates the trade licensing process in Hamilton. The By-law regulates all businesses of plumbing, heating, ventilation and air-conditioning, drain laying and building repair. The City of Hamilton's Standards & Licensing Section is responsible for the licensing of contractors and masters. Licenses are issued to contractors and masters working in the above noted trades.

SC 24. GC 3.11 USE OF THE WORK

1. Add new paragraph 3.11.3 as follows:

3.11.3 The *Contractor* shall abide by and enforce directives and policies regarding signs, advertisements, safety procedures, fires and smoking at the *Place of the Wor*k as directed by the *Owner*.

SC 25. GC 3.13 CLEANUP

1. Add new paragraphs 3.13.4, 3.13.5 and 3.13.6 as follows:

3.13.4 The *Owner* shall have the right to set-off the cost of cleaning to the *Contractor* if it is not done within twenty-four (24) hours of written notice to clean and the *Owner* shall have the right to set-off the cost of damage to the *Place of the Work* caused by the *Contractor's, the Subcontractor's* or the *Supplier's* transportation in and out of the *Place of the Work* if not repaired within five (5) *Working Days* of written notice to repair or before final payment, whichever is earlier.

3.13.5 All material delivered to the *Place of the Work* shall be neatly stored or contained upon delivery only in areas as approved by the *Owner* or the *Consultant* and shall be secured and remain in the *Contractor's* control until installed.

3.13.6 The *Contractor* shall legally dispose forthwith of any debris and surplus material accumulated at the *Place of the Work*, and where requested, the *Contractor* shall provide to the *Consultant* a true copy of the original certificate approval from a waste management system and a true copy of the original certificate of approval from the place of disposal for all debris and surplus material disposed of by the *Contractor* under the *Contract*.

SC 26. PERFORMANCE BY CONTRACTOR

1. Add new general condition GC 3.14 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 a 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 *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care 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 vacancy, subject to the *Owner's* approval, resulting from 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 27. SECURITY

1. Add new general condition GC 3.15 SECURITY as follows:

GC 3.15 SECURITY

3.15.1 The *Contractor* is responsible to provide and maintain the *Place of the Work* in a secure manner, free from public access, trespassing, or vandalism. This provision is to be maintained on a twenty-four (24) hours per day, seven (7) days per week basis and may require such items as fencing, hoarding, lighting, security guards or systems, and security cameras.

SC 28. GC 4.1 CASH ALLOWANCES

1. Delete paragraph 4.1.4 in its entirety and replace with the following:

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*.

2. Delete paragraph 4.1.5 in its entirety and replace with the following:

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.

3. 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 from cash allowances.

SC 29. GC 4.2 CONTINGENCY ALLOWANCES

1. Add new paragraph 4.2.5:

4.2.5 Any contingency allowance specified in the *Contract Documents*, the *Owner*'s Council resolution with respect to the *Contract*, or elsewhere, shall be deemed to be solely a budgetary authorization by the *Owner*. The *Contractor* shall have no right to draw upon any such contingency allowance for payment unless specifically authorized to do so by way of *Change Order*.

2. Add new paragraph 4.2.6:

4.2.6 In the absence of a contingency allowance being shown on the *Contract Documents*, the *Contractor* is not to assume that there is one in place. The disclosure of any contingency allowances is at the discretion of the *Owner*.

SC 30. GC 4.3 PROVISIONAL AMOUNTS

1. Add new general condition GC 4.3 PROVISIONAL AMOUNTS as follows:

GC 4.3 PROVISIONAL AMOUNTS

4.3.1 The *Contract Price* includes provisional items, if any, as stated in the *Contract Documents*.

4.3.2 The *Contractor* is not entitled to payment of any provisional items except for the extra or additional work carried out by the *Contractor*, as directed by the *Owner* and in accordance with the *Contract* and only to the extent of such extra or additional work and payment approved by the *Owner*.

4.3.3 The *Owner* reserves the right to delete from the *Contract Price* any of the provisional items identified in the Form of Tender, for credit at the price shown. All prices are inclusive of all duties and taxes applicable, except *Value Added Taxes*.

SC 31. GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

1. Delete GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety.

SC 32. GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

1. Add to the end of paragraph 5.2.3, the following:

   The *Contractor* shall review with the *Consultant* and the *Owner*, at a scheduled time, the percentage of work completed for each item indicated in the schedule of values. This procedure shall be complied with for each application for payment prior to submitting the formal application for payment.

2. Add to the end of paragraph 5.2.6, the following:

   The statement shall include the *Contract* number, *Project* name and purchase order number.

3. Add to the end of paragraph 5.2.7, the following:

   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.

4. Add new paragraphs 5.2.8, 5.2.9, 5.2.10, 5.2.11, 5.2.12 and 5.2.13, as follows:

   5.2.8 The *Contractor* must provide with each application after the first, a *Statutory Declaration*, certifying that all accounts for all subcontract, construction machinery and equipment, materials, *Products*, labour and other indebtedness which may have been incurred by the *Contractor* and for which the *Owner* might in any way be held responsible have been paid in full or will be paid with the proceeds from such application for payment, except for amounts properly retained as holdback or as an identified amount in dispute.

   5.2.9 After the first application for payment and with each subsequent application for payment the *Contractor* shall submit evidence of compliance with the applicable worker's compensation legislation at the *Place of the Work*, including payments due thereunder.

   5.2.10 Subject to the *Construction Act* and all other *Applicable Laws*, the *Owner* will pay to the *Contractor* ninety percent (90%) of the amount shown on such certificates, less previous payments, less the amount of any liens or any written notice of a lien of which the *Owner* has notice, plus 25% for security for costs, less the maintenance security referred to in GC 12.3 – WARRANTY, and less any amounts that the *Owner* deems necessary to retain for its protection against claims or liabilities or for any claim or claims the *Owner* may have against the *Contractor* under the *Contract*, other contracts, or otherwise, and such payments shall not in any way be construed as, nor shall it constitute, an acceptance of all or any part of the *Work* or material under the *Contract*. Once the reason for the *Owner* being entitled to withhold payment of any amount has been rectified, the amount withheld due to that reason will be paid by the *Owner* to the *Contractor*.

   5.2.11 The *Contractor* shall submit its formal applications for payment, including a breakdown of approved *Change Orders* and percentage completed of each, to the *Consultant* in a form satisfactory to the *Owner*. Deviation or incomplete submissions with respect to the approved breakdown will require resubmission of the application for payment.

   5.2.12 If any Work or item under the *Contract* is included by the *Contractor* in its progress claims as partially or fully completed, but it is not completed in accordance with *Drawings* or *Specifications*, or is not completed to the *Consultant*'s satisfaction, the *Consultant* shall omit the partial or total cost of such items from the certificates of payment and shall notify the *Contractor* in writing of its action and the reason for same, and shall withhold payments for such items, over, above and distinct from applicable construction lien holdbacks, until they are completed or corrected to its full satisfaction.

   5.2.13 The *Consultant* and/or the *Owner* shall not be held responsible for any delays in payment due to a disagreement in the amounts shown by the *Contractor* on their payment application as submitted to the *Consultant* for review.

SC 33. GC 5.3 PROGRESS PAYMENT

1. Add after "the *Consultant* will promptly inform the *Owner*" in subparagraph 5.3.1.1, the following:

   "within twenty-four (24) hours"

2. Delete subparagraph 5.3.1.3 in its entirety and replace with the following:

   .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before twenty (20) *Working Days* after the date of a certificate of payment issued by the *Consultant*.

3. Add new paragraph 5.3.2 as follows:

5.3.2 If the *Contractor* fails to comply with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT or GC 10.4 – WORKERS' COMPENSATION, the *Owner* shall not be required to make payments to the *Contractor* until the obligation has been complied with.

4. Add new paragraph 5.3.3 as follows:

5.3.3 All progress payments are not conclusive as to the value or quality of *Work* performed, and are subject to reopening and readjustment, until and including the date that the *Owner* releases the holdback for finishing work under the *Construction Act*.

SC 34. GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

1. Add new subparagraph 5.5.1.3 as follows:

5.5.1.3 submit a statement that no written notices of lien have been received by it.

2. Delete "statement" from paragraph 5.5.2 and replace with the following: "documents"

3. Delete paragraphs 5.5.3, 5.5.4 and 5.5.5 in their entirety.

SC 35. GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

1. Delete GC 5.6 - PROGRESSIVE RELEASE OF HOLDBACK in its entirety.

SC 36. GC 5.7 FINAL PAYMENT

1. Delete paragraph 5.7.1 in its entirety and replace with the following:

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 and, for purposes of the Construction Act, the remaining Work is valued at more than $5,000. The *Work* shall be deemed not to be performed until all of the aforementioned documents have been delivered.

2. Delete "10 calendar days" in paragraph 5.7.2 and replace with "ten (10) *Working Days*".

3. Delete "5 calendar days" in paragraph 5.7.4 and replace with "twenty (20) *Working Days*".

4. Add new paragraph 5.7.5 as follows:

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

.1 *Contractor's* written request for release of the holdback, including a statement that no written notices of lien have been received by it;

.2 a *Statutory Declaration*; and

.3 a final Workplace Safety & Insurance Board Clearance Certificate.

SC 37. LIENS

1. Add new general condition GC 5.10 LIENS as follows:

GC 5.10 LIENS

5.10.1 In the event that a construction lien arising from the performance of the *Work* is registered against the *Project* lands, the *Contractor* shall, within ten (10) calendar days, at its sole expense, vacate or discharge the lien from title to the premises. If the lien is merely vacated, the *Contractor* shall, if requested, undertake the *Owner's* defence of any subsequent lawsuit commenced in respect of the lien at the *Contractor's* sole expense.

5.10.2 In the event that the *Contractor* fails or refuses to vacate or discharge a construction lien within the time prescribed above, the *Owner* shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the *Owner* in so doing (including, without limitation, legal fees on a solicitor and client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the *Contractor* and the *Owner* may deduct such amounts from amounts otherwise due or owing to the *Contractor*. If the *Owner* vacates the lien, it shall be entitled to retain all amounts it

would be required to retain pursuant to the *Construction Act* (Ontario) if the lien had not been vacated.

5.10.3 Without limiting any of the foregoing, the *Contractor* shall indemnify the *Owner* for all costs (including, without limitation, legal fees on a solicitor and client basis) it may incur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the *Owner* by any person that provided services or materials to the *Project* lands which constituted a part of the *Work*.

5.10.4 This GC 5.10 does not apply to construction liens claimed by the *Contractor*.

SC 38. PAYMENT BY ELECTRONIC FUNDS TRANSFER

1. Add new general condition GC 5.11 PAYMENT BY ELECTRONIC FUNDS TRANSFER as follows:

GC 5.11 PAYMENT BY ELECTRONIC FUNDS TRANSFER

5.11.1 The term "EFT" refers to electronic funds transfer and may also include the payment information transfer.

5.11.2 All payments by the *Owner* under the *Contract* shall be made by EFT as a direct deposit to a Canadian chartered bank, save and except where:

.1 the funds payable under the terms of the *Contract* are only payable in a single lump sum and not payable by installments or progress payments or otherwise than a single lump sum payment; or

.2 the Owner is unable to release one or more payments by EFT, in which case the *Contractor* agrees to either:

(1) accept payment by cheque or some other mutually agreeable method of payment; or

(2) request the *Owner* to extend payment due dates until such time as the *Owner* makes payment by EFT, subject to paragraph 5.11.4.

5.11.3 Mandatory Submission of the *Contractor*'s EFT Information

.1 The *Contractor* is required to provide the *Owner* with the information required for the *Owner* to make payment by EFT. A purchase order may not be issued to the *Contractor* without this requisite information.

.2 In the event that the EFT information changes, the *Contractor* shall be responsible for providing forthwith the updated information to the *Owner*.

.3 Where the *Contractor* provides changes to the EFT information more than once in a calendar year, the *Contractor* shall also pay any fee approved by the Council of the City of Hamilton for each additional change.

5.11.4 Suspension of Payment

.1 The *Owner* is not required to make any payment under the *Contract* until its designated officer has received the correct EFT payment information from the *Contractor*. Until receipt of the correct EFT information, any invoice or contract payment request shall be deemed not to be a proper invoice or valid request for the purpose of payment under the *Contract*. No interest or any other manner of claim whatsoever for delayed or non-payment shall be permitted as a result of incorrect EFT information or improper delivery of EFT payment information.

.2 If the EFT information changes after submission of correct EFT information, the *Owner* shall have thirty (30) calendar days within which to update the changed EFT information after its receipt by the designated officer to the extent payment is made by EFT. However, the *Contractor* may request that no further payments be made until the updated EFT information is implemented by the *Owner*'s payment office. If such suspension would result in a late payment under any payment terms of the *Contract*, the *Contractor*'s request for suspension shall extend the due date for payment by the number of days of the suspension.

5.11.5 Liability for Uncompleted or Erroneous Transfers

.1 If an uncompleted or erroneous transfer occurs because the *Owner* used the *Contractor*'s EFT information incorrectly, the *Owner* remains responsible for making a correct payment.

.2 If an uncompleted or erroneous transfer occurs because the *Contractor*'s EFT information was incorrect, or was revised within thirty (30) calendar days of the *Owner*'s release of the EFT payment transaction instruction, and

.3 Funds are no longer under the control of the *Owner*'s payment office, the *Owner* is deemed to have made payment and the *Contractor* is responsible for recovery of any erroneously directed funds; or

.4 If the funds remain under the control of the *Owner*'s payment office, the *Owner* shall not make payment and the provisions of paragraph 5.11.4 shall apply.

5.11.6EFT and Timely Payment

A payment shall be deemed to have been made in a timely manner in accordance with the payment terms of the *Contract* if, in the *Owner*'s EFT payment transaction instruction released to its bank, the date specified for settlement of the payment is on or before the last date for due payment under the terms of the *Contract*, provided the specified payment date is a valid date when the Owner's bank is open for business.

5.11.7Liability for Change of EFT Information by Financial Agent

The *Owner* is not liable for errors resulting from changes to EFT information provided by the *Contractor*'s financial agent.

SC 39. GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

1. Add new paragraph 6.1.3 as follows:

6.1.3 The *Contractor* is not entitled to any compensation for loss or loss of anticipated profit as a result of the deletion of any major item or major part of an item.

SC 40. GC 6.3 CHANGE DIRECTIVE

1. Delete subparagraph 6.3.6.3 in its entirety and replace with the following:

.3 The *Contractor's* fee shall be as specified in GC 6.7 - EXTRA WORK, CLAIMS PAYMENT FROM CONTINGENCY or as otherwise agreed by the parties.

2. Delete subparagraph 6.3.7.1 in its entirety and replace with the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* while directly engaged in the *Work* attributable to the change under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor* while directly engaged in the *Work* attributable to the change, for personnel
(1) stationed at the *Contractor's* field office, in whatever capacity employed;
(2) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
(3) engaged in the processing of changes in the *Work.*

3. Delete "and hand tools not owned by the workers" from subparagraph 6.3.7.5 and replace with the following:
"exclusive of hand tools"

4. Add to the end of subparagraph 6.3.7.9, the following:

", provided however that the cost included in such amounts shall be limited to the actual costs of the items described in this paragraph 6.3.7 changing "*Contractor"* to "*Subcontractor"* as necessary"

5. Add to the end of subparagraph 6.3.7.17, the following:

"not caused by the *Contractor* or anyone for whom it is responsible"

6. Delete "thereof when requested" from paragraph 6.3.9 and replace with the following:

"upon submission of any claim for costs related to the *Change Directive*"

7. Add to the end of paragraph 6.3.10, the following:
"The *Contractor* shall include all pertinent documentation as back-up with any claims for additional *Contract Time* and/or increase in *Contract Price* to the *Consultant* for review and approval."

8. Add after "proposed adjustment in the Contract Time from paragraph 6.3.12, the following:

"and/or *Contract Price*"

SC 41. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. Add new paragraph 6.4.5 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 *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, 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*.

SC 42. GC 6.5 DELAYS

1. Delete paragraph 6.5.1 in its entirety and replace with the following:

   6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner, Consultant* or anyone employed or engaged by the *Owner* directly, contrary to the provisions of the *Contract Documents,* then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay, provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay.

2. Add to the end of paragraph 6.5.2, the following:

   ", provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay."

3. Delete paragraph 6.5.3 in its entirety and replace with the following:

   6.5.3 If the *Contractor* is delayed in the performance of *Work* by *Force Majeure* then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner, Consultant* or anyone employed or engaged by them directly, provided that the *Owner* shall in such instance, only be liable for reasonable costs incurred by the *Contractor* and shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay. Notwithstanding the foregoing, the *Contractor* shall use its best efforts to minimize the impact of such event upon the performance of the *Work* and *Contract Time.*
   1. Subject to the foregoing, each party shall be excused from performance so long as the *Force Majeure* persists, and shall not be considered to be in default under this section, if and to the extent that its failure of, or delay in performance is due to that *Force Majeure*.
   2. Where a *Force Majeure* remains in effect for more than ninety (90) calendar days, either party may terminate the *Contract* upon thirty (30) calendar days written notice to the other party, provided at the time when that notice is given the *Force Majeure* is then continuing.
   3. While a *Force Majeure* subsists which prevents the *Contractor* from proceeding with the *Work* under the *Contract*, the *Owner* may engage an alternate contractor on an interim basis, and the *Work* and the *Contract Price* will be adjusted accordingly.

4. Add new paragraph 6.5.6 as follows:

   6.5.6 Where the *Project* is not totally completed within twenty (20) *Working Days* of the *Substantial Performance Date*, or at a time mutually agreed to by the parties, the *Owner* has the right to complete any remaining deficiencies or outstanding work and deduct the amount from monies that may be due or payable to the *Contractor*.

SC 43. GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

1. Add new paragraph 6.6.7 as follows:

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

SC 44. EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY.

1. Add new general condition GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY, as follows:

GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY.

6.7.1 When a change in the *Work* is proposed or required, the *Consultant* may, on behalf of the *Owner*, issue a *Contemplated Change Order* to the *Contractor*. The Contractor shall upon receipt of a *Contemplated Change Order* promptly present to the *Consultant* a method of adjustment or, pursuant to paragraph 6.7.2, an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work.*

6.7.2 When the *Contractor* submits an amount of adjustment in response to a *Contemplated Change Order* or a *Change Directive*, the following provisions shall apply:

.1 Where the scope of *Work* identified by the *Contemplated Change Order* or *Change Directive* involves an adjustment in the *Contract Price*, the *Contractor* shall express and calculate the adjustment in the form of a written quotation with supporting documentation, acceptable to the *Consultant*, and to include an amount:

(1) representing the net change in *Construction Costs* of the *Work*, taking into account all credits and scope reductions resulting from the change;

(2) for *Overhead Costs* and profit calculated in accordance with paragraph 6.7.3; and,

(3) for *Value Added Taxes*.

.2 Where the scope of *Work* identified by the *Contemplated Change Order* or *Change Directive* involves an adjustment in the *Contract Time*, the *Contractor* shall express the number of *Working Days*, the reason and logic for the adjustment, and all the supporting documentation inclusive of a *Project* schedule identifying the impacted activities, their inter-relationship, and changes to the critical path.

.3 Notwithstanding any other provisions in the General Conditions or Supplementary Conditions of the *Contract*, it is the intention and agreement of the parties that the *Contractor's* submitted adjustment in *Contract Price*, if any, and the adjustment in *Contract Time*, if any, in response to a *Contemplated Change Order* or *Change Directive* shall be all-inclusive of any costs, claims, impacts, and liabilities of the *Contractor* and *Subcontractor*(s) whether known or unknown, direct or indirect, collective or cumulative.

.4 The Consultant and Owner are entitled to rely on the accuracy, completeness, and all-inclusive nature of the Contractor's submitted adjustment(s), if any, in response to a *Contemplated Change Order* or *Change Directive.* Once a *Change Order* has been issued for the submitted adjustment(s) the *Contractor* shall not be entitled to any further claim or adjustment in the *Contract Price* or *Contract Time* associated, in part or whole, with the respective change.

6.7.3 Where an adjustment to the *Contract Price* and/or *Contract Time* is made for a change carried out by *Change Order* or *Change Directive*, the amount of *Overhead Costs* and profit for the *Contractor* and *Subcontractor* shall be calculated in accordance with the following provisions:

.1 Where a change in the *Work* is performed by the *Contractor's* own forces, *Overhead Costs* and profit shall not exceed an amount equal to 15% of the first $50,000.00 in additional *Construction Costs* and 5% thereafter;

.2 Where a change in the *Work* is performed by a *Subcontractor's* forces:

(1) The *Subcontractor's Construction Costs* for the change in the *Work* shall be all-inclusive to perform the change and be identified separate and apart from any *Value Added Taxes*, *Overhead Costs*, or profit of the *Subcontractor* or *Contractor*.

(2) The *Subcontractor's Overhead Costs* and profit shall not exceed an amount equal to 15% of the first $50,000.00 in additional *Construction Costs* and 5% thereafter; and

(3) The *Contractor's Overhead Costs* and profit shall not exceed an amount equal to 10% of the first $50,000 in additional *Subcontractor Construction Costs* and 5% thereafter;

.3 Where a change in the *Work* is performed both by the *Contractor's* own forces and a *Subcontractor's* forces the *Overhead Costs* and profit shall be calculated separately in accordance with paragraph 6.7.3.1 and 6.7.3.2 as the case may be, as applied proportionately to the total amount of change in *Construction Costs* being done by the *Contractor* and *Subcontractor*.

SC 45. GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

1. Add before "OR TERMINATE THE CONTRACT" in the title of GC 7.1, the following:

"SUSPEND THE WORK"

2. Delete "however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference" from subparagraph 7.1.5.3.

3. Delete paragraph 7.1.6 in its entirety.

4. Add new paragraphs 7.1.6, 7.1.7, 7.1.8, 7.1.9 and 7.1.10 as follows:

7.1.6 In addition to its right to terminate the *Contract* set out herein, the *Owner* may terminate the *Contract* at any time for any other reason and without cause upon giving the *Contractor Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*, but in no event shall the *Contractor* be entitled to be compensated for any loss of profit on unperformed portions of the *Work*, or indirect, special, or consequential damages incurred.

7.1.7 The *Owner* may suspend *Work* under the *Contract* at any time for any reason and without cause upon giving the *Contractor Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the suspension of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special, or consequential damages incurred. In the event that the suspension continues for more than one hundred and eighty (180) calendar days, the *Contract* shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.

7.1.8 In the case of either a termination of the *Contract* or a suspension of the *Work* under GC 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 GC 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.

7.1.9 Upon the resumption of the *Work* following a suspension under GC 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 GC 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.

7.1.10 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the *Work* performed by the *Contractor* up to the time of termination or suspension shall continue after such termination of the *Contract* or suspension of the *Work*.

SC 46. GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. Delete "20 *Working Days*" in paragraph 7.2.2 and replace with the following:

"ninety (90) *Working Days*"

2. Delete paragraph 7.2.3 in its entirety and replace with the following:

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:

.1 subject to the other terms and conditions of the *Contract* the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, except where the *Owner* has a bona fide claim for set-off, or

.2 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, confirms by written statement to the *Contractor* and the *Owner*, that sufficient cause exists.

3. Delete paragraph 7.2.4 in its entirety and replace with the following:

7.2.4 The *Contractor's Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within twenty (20) *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* until the default is corrected, provided, however, that in the event of such suspension, the provisions of paragraph 7.1.10 shall apply. If the *Contractor's Notice in Writing* to the *Owner* was given pursuant to paragraph 7.2.3, then, ninety (90) *Working Days* after the delivery of the *Notice in Writing*, the *Contractor* may terminate the *Contract*, provided, however, that in the event of such termination, the provisions of paragraph 7.1.10 shall apply.

4. Delete paragraph 7.2.5 in its entirety and replace with 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 and be compensated for all actual costs incurred arising

from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special or consequential damages incurred.

SC 47. GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

1. Delete paragraphs 8.2.6, 8.2.7 and 8.2.8 in their entirety.

2. Add new paragraph 8.2.6 as follows:

   8.2.6 When a dispute has not been resolved through negotiation or mediation, within ten (10) *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may give a *Notice in Writing* to the other party and to the *Consultant* inviting the other party to agree to submit the dispute to be finally resolved by arbitration, pursuant to provisions of the *Arbitration Act, 1991*. If the other party wishes to accept the invitation to submit the dispute to arbitration, it shall so indicate by the delivery of a responding *Notice in Writing* within ten (10) *Working Days* of receipt of the invitation. If, within the required times, no invitation is made or, if made, is not accepted, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties may agree to use.

SC 48. GC 9.1 PROTECTION OF WORK AND PROPERTY

1. Delete "property adjacent to the *Place of the Work*" in paragraphs 9.1.1 and 9.1.3 and replace with the following:

   "property adjacent, in the vicinity of or proximate to the *Place of the Work*"

2. Delete subparagraph 9.1.1.1 in its entirety and replace with the following:

   .1 errors in the *Contract Documents* which the *Contractor* could not have reasonably discovered applying the standard of care described in paragraph 3.14.1;

3. Delete paragraph 9.1.2 in its entirety and replace with the following:

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

4. 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 property adjacent, in the vicinity of or proximate to the *Place of the Work*, 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*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

SC 49. GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1. Delete paragraph 9.2.6 in its entirety and replace with the following:

   9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

2. Delete subparagraph 9.2.7.4 in its entirety and replace with the following:

   9.2.7.4 indemnify the *Contractor* from and against claims, demands, losses, costs, damages, actions, suits or proceedings made, suffered or brought by third parties arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances for which the *Contractor* is not responsible under GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES at the Place of Work. This obligation shall not be construed to negate, abridge or reduce other

rights or obligations of indemnity set out in GC 12.1 – INDEMNIFICATION or that otherwise exist respecting a person or party described in this paragraph.

3. Delete paragraph 9.2.8 in its entirety and replace with the following:

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1- PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and as a result of the delay

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

SC 50. GC 9.4 CONSTRUCTION SAFETY

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

9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

2. Add new paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10 and 9.4.11 as follows:

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

.1 documentation setting out the *Contractor's* in-house safety programs; and

.2 a copy of the Notice of Project filed with the Ministry of Labour naming the *Contractor* as "constructor" under the *Occupational Health and Safety Act.*

9.4.3 The *Contractor* shall indemnify, defend 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* 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 damages.

9.4.4 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. Prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

Acknowledgement

The undersigned acknowledges that the *Work* it will perform on behalf of the *Owner* requires it to enter a *Place of the Work* which is under the total control of a *Contractor* that has a contract with the *Owner*, pursuant to which the *Contractor* has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the "constructor" under the *Occupational Health and Safety Act*, as well as responsibility to co-ordinate and schedule the activities of our *Work* with the *Work* of the *Contractor* under its contract. The undersigned agrees to comply with the *Contractor*'s directions and instructions with respect to health, safety, co-ordination, and scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's contract with the *Owner*, as the case may be. The undersigned also agrees to have the *Contractor* named as an additional insured on any commercial general liability insurance policy, where such insurance is required.

9.4.5 Without limiting any of the foregoing, prior to commencement of the *Work*, the *Contractor* shall have both a written occupational health and safety policy and program to implement that policy, and that all of its employees, *Subcontractors* and any other persons performing the *Work* shall be appropriately trained, licensed and certified, as required to perform the *Work*.

9.4.6 The *Contractor* and *Subcontractors* shall comply with the safety by-laws of the *Owner*, the *Employment Standards Act*, *Occupational Health and Safety Act* and all regulations thereunder, any other legislation governing construction or workplace safety, and all instructions issued by the *Consultant* or any inspector appointed by the Province of Ontario or City of Hamilton.

9.4.7 The *Contractor* shall be responsible for keeping the work free from trespassers and for protection of the work and the public from any loss or injury from commencement of the work to *Substantial Completion of the Work*.

9.4.8 The *Contractor* shall comply with all applicable occupational health and safety requirements in force during the time when *Work* is being carried out, and shall provide at the *Place of the Work*, such equipment and medical facilities as are necessary to furnish first aid to anyone who may be injured in connection with the *Work*.

9.4.9 Before commencing with any *Work*, the *Contractor*, the *Consultant* and the *Owner's* representative shall meet at the *Place of the Work*, and establish safe routes and routines for material deliveries, material storage locations, construction office location, and all other aspects of the execution of all *Work*.

9.4.10 The *Contractor* shall erect and maintain during construction, a dependable temporary fence, barricades, warning lights, and signage around the perimeter of the *Place of the Work*, all hazardous areas and excavations, and the *Consultant* may give reasonable directions to the *Contractor* as to the type and extent of the fence, barriers, warning lights, and signage needed.

9.4.11 The *Contractor* shall, at its own expense, shore up or otherwise securely support or protect any buildings, walls, fences, pavement, boulevards or other structures at the *Place of the Work*, and on the adjoining properties which may be endangered or which may cause injury during the *Work*, and in case of damage, disturbance or injuries to any such structures during and attributable, whether directly or indirectly, to any work under the *Contract*, or to any extra work entering into the *Contract*, the *Contractor* shall at its own expense, repair, rebuild or other wise make good all damage, injuries or disturbance to said structures and put all such structures in a condition the same as, or equal to, that existing previous to its beginning that work.

SC 51. GC 9.5 MOULD

1. Add to the end of subparagraph 9.5.2.3, the following:

   "and incurred as a result of the delay"

2. Delete subparagraph 9.5.3.4 in its entirety and replace with the following:

   9.5.3.4 indemnify the *Contractor* from and against claims, demands, losses, costs, damages, actions, suits or proceedings made, suffered or brought by third parties arising out of or resulting from exposure to, or the presence of, mould for which the *Contractor* is not responsible under GC 9.5 – MOULD at the Place of Work. This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 12.1 – INDEMNIFICATION or that otherwise exist respecting a person or party described in this paragraph.

SC 52. GC 10.1 TAXES AND DUTIES

1. Add to the end of paragraph GC 10.1.2 the following:

   "The *Contractor* must prove to the satisfaction of the *Owner* that the *Contractor* will not benefit in any way by reason of any increase to the *Contract Price*."

2. 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.

SC 53. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

1. Add to the beginning of paragraph 10.2.5, the following:

   "Subject to paragraph 3.4.1,"

SC 54. GC 10.3 PATENT FEES

1. Add before "hold the *Owner* harmless" in the second sentence of paragraph 10.3.1, the following:

   "indemnify and"

2. Add after "which was supplied to the Contractor" in paragraph 10.3.2, the following:

   "by the *Owner*"

SC 55. GC 10.4 WORKERS' COMPENSATION

1. Add after the words "Prior to commencing the *Work,*" in the first line of paragraph 10.4.1, the following:

   "and upon execution of the Agreement, again with each application for progress payment,"

2. Add to the beginning of paragraph 10.4.2, the following

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

SC 56. GC 11.1 INSURANCE

1. Delete GC 11.1 INSURANCE in its entirety and replace with the following:

GC 11.1 INSURANCE

11.1.1 The *Contractor* shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.

.1 Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than $2,000,000 per occurrence and $4,000,000 in the aggregate. To achieve the desired limit, Umbrella or Excess liability insurance may be used. Coverage shall be subject to the following:

(1) where the Work involves one or more of the following activities:

(i) the use of explosives for blasting;

(ii) vibration from pile driving or caisson work;

(iii) the removal or weakening of support of any property, building or land whether such support be natural or otherwise,

explosion, collapse and underground ("XCU") coverages shall be added by endorsement to the policy and noted on the certificate of insurance;

(2) where the Work provides for or contemplates the handling of asbestos, coverage shall not contain an asbestos exclusion and same shall be noted on the certificate of insurance. Alternatively, coverage may be provided under Contractors Pollution Liability Insurance providing coverage in an amount of not less than $1,000,000 per claim. Such Contractors Pollution Liability Insurance coverage shall remain in effect for 12 months following the completion of the Work.

(3) the policy shall include coverage for pollution from "hostile fires";

(4) unless otherwise approved by the *Owner*, the *Contractor's* deductible on the Commercial General Liability policy and, if applicable, Contractors Pollution Liability Insurance shall be not more than $100,000; and

(5) the insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period.

.2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $5,000,000 per occurrence for third party liability, in respect of the use or operation of vehicles owned, operated or leased by the *Contractor* for the performance of the *Work* under the *Contract*. The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period. To achieve the desired limit, Umbrella or Excess liability insurance may be used;

.3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than $1,000,000 per occurrence, in respect of vehicles not owned by the *Contractor*, that are used or operated on its behalf for the performance of the *Work* under the *Contract.* The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period. To achieve the desired limit, Umbrella or Excess liability insurance may be used;

.4 Builders Risk Insurance which covers the *Place of Work* for the full amount of the *Contract Price* plus the full value of any optional features or other options that the *Owner* elects to order (but the *Owner*

may require insurance up to the amount of the replacement cost of any building or structure in, on, or upon which any *Work* is to be done under the *Contract*, where in the reasonable opinion of the *Owner* there is a sufficient risk of damage to the same). Such policy shall:

(1) apply to all risks of direct loss or damage (including theft and sinkhole) subject to the actual policy form;

(2) unless otherwise directed in writing by the *Owner*, or stipulated elsewhere herein, be in force and be maintained from the commencement date of the *Contract* until the day of issue of the certificate of *Substantial Performance of the Work;*

(3) apply to all *Products*, labour, equipment and supplies of every nature, the property of the *Owner* or *Contractor* or for which the *Owner* or *Contractor* may have assumed responsibility (whether on site or in transit), that is to be used in or pertaining to site preparation, and the erection, fabrication, construction, reconstruction, re-modeling or repair of any building, structure, other fixture or thing;

(4) include the installation, testing and any subsequent use of machinery and equipment, including boilers, pressure vessels or vessels under vacuum;

(5) include damage to the *Work* caused by an accident to or the explosion of any boiler or other pressure vessel or equipment forming part of the *Work*;

(6) include off-site storage, transit and installation risks;

(7) include flood and earthquake insurance;

(8) include coverage for loss of income, extra expense and/or expediting expense if such exposures exist;

(9) be subject to a waiver of coinsurance;

(10) permit use and occupancy of the *Project*, or any part thereof, where such use and occupancy is for the purposes for which the *Project* is intended upon completion;

(11) be endorsed to cover the interest of the *Owner* ;

(12) unless otherwise approved by the *Owner*, provide for a deductible of not more than $25,000; and

(13) provide that in the case of a loss or damage, payment shall be made to the *Owner* as their interest may appear. The *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurer. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to a reasonable extension of *Contract Time*.

.5 Property Insurance with respect to loss or damage (including fire, theft, burglary, etc.) of the *Contractor's* own property and property in its care, custody and control, including its equipment, tools and stock, used in connection with the *Contract*.

11.1.2 All polices of insurance required under paragraph 11.1.1 shall,

.1 be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the *Owner*, that is licensed to carry on business in Ontario;

.2 be maintained continuously during the course of carrying out the *Work*, or for such period of time as may be required after completion of the *Work* as deemed necessary by the *Owner*;

.3 except in the case of standard form automobile liability insurance and non-owned automobile liability insurance, include the *Owner* named as an additional insured, to the extent of the *Contractor's* obligations to the *Owner* under the *Contract Documents*;

.4 contain cross liability and severability of interest provisions, as may be applicable;

.5 preclude subrogation claims against the *Owner* and any other person insured under the policy; and

.6 provide that at least 30 days prior written notice (15 days in the case of standard form automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the *Owner* by the insurer before the insurer or *Contractor* takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

11.1.3 The *Contractor* shall be responsible for deductible amounts under all of the policies of insurance required under paragraph 11.1.1.

11.1.4 The *Owner* reserves the right to require the *Contractor* to purchase such additional insurance coverage as the *Owner* may reasonably require. The *Owner* reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, agreement value, industry standards, and availability of insurance, as the *Owner* may reasonably require from time to time. Where such a right is exercised by the *Owner,* the *Owner* will compensate the *Contractor* for any resulting increase in applicable insurance premiums only where the *Contractor* can establish to the satisfaction of the *Owner*, acting reasonably, that such increase in applicable insurance premiums for the insurance required pursuant to the *Contract* does not result from the actions or omissions, negligence, claims history or reassessment by the insurer of the insurable risk posed by the *Contractor*.

11.1.5 Any insurance coverage acquired under the *Contract* shall in no manner discharge, restrict or limit the liabilities assumed by the *Contractor* under the *Contract*. The dollar limit of insurance coverage shall not be limited to the *Contract Price*.

11.1.6 The *Contractor* shall pay all premiums on the policies as they become due provided that the *Owner* may pay premiums as they become due and deduct the amount thereof from monies due from the *Owner* to the *Contractor* should the *Contractor* fail to do so.

11.1.7 The *Contractor* shall deposit with the *Owner* such evidence of its insurance policies required under paragraph 11.1.1 at the time of execution of the Agreement and thereafter during the term of the *Contract*, no later than 20 Working Days prior to the renewal date of each applicable policy, a certificate of insurance originally signed by an authorized insurance representative confirming thereon relevant coverage information including but not limited to the Contract name and description, name of insurer, name of insurance broker, name of insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or at the *Owner's* election, a certified copy of the insurance policy or policies required under paragraph 11.1.1. The *Contractor* shall ensure that the certificate holder is identified on each certificate of insurance as the *Owner* at 71 Main Street West, Hamilton, Ontario L8P 4Y5, or at such other address as the *Owner* may advise in writing, and that all certificates, cancellation, nonrenewal or adverse change notices are mailed to that address.

11.1.8 The *Contractor* shall not do or omit to do anything that would impair or invalidate the insurance policies.

11.1.9 Delivery to and examination or approval by the *Owner* of any certificates of insurance or policies of insurance or other evidence of insurance does not relieve the *Contractor* of any of its indemnification or insurance obligations under the *Contract*. The *Owner* is not under a duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance, nor to advise the *Contractor* in the event such insurance coverage is not in compliance with the requirements set out in the *Contract.*

11.1.10 The *Contractor* shall promptly investigate claims reported to the *Contractor* by a third party or by the *Owner*. The *Contractor* shall make contact with the claimant within forty-eight (48) hours of the *Contractor's* receipt of notice of a claim. The *Contractor* shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) *Working Days* of the notice. The *Contractor* shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the *Contractor* agrees to report the claim to its insurer for further review and response to the claimant. Should the *Contractor* fail to follow this procedure, the *Owner* may investigate and resolve such claims, and offset the resultant costs against any monies due to the *Contractor*, from time to time, under the *Contract.*

SC 57. GC 11.2 CONTRACT SECURITY

1. Delete paragraph 11.2.1 in its entirety and replace with the following:

11.2.1 The *Contractor* shall, upon execution of the Agreement, provide to the *Owner*:

.1 a performance bond , in an amount equal to 50% of the *Contract Price*, covering the performance of the *Contract*, including the warranty period and the *Contractor's* requirements with respect to the correction of deficiencies, excluding all extended warranties; and

.2 a labour and material payment bond, in the form set out in the *Contract Documents*, in an amount equal to 50% of the *Contract Price* covering payment for labour, *Products*, or both.

2. Delete paragraph 11.2.2 in its entirety and replace with the following:

11.2.2 The bonds referred to in paragraph 11.2.1 shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the Province of Ontario, using the prescribed forms set out in the Construction Act, , and shall be maintained in good standing until the fulfillment of the *Contract*, including the warranty period.

SC 58. GC 11.3 CERTIFICATE OF STATUS

1. Add new general condition GC 11.3 CERTIFICATE OF STATUS as follows:

GC 11.3 CERTIFICATE OF STATUS

11.3.1 The *Contractor* shall, upon execution of the Agreement, provide to the *Owner* a certificate of status from the Companies and Personal Property Security Branch of the Ontario Ministry of Government Services, or other ministry acceptable to the *Owner*, which indicates that the *Contractor* is an existing corporation and has not been dissolved.

SC 59. GC 12.1 INDEMNIFICATION

1. Delete GC 12.1 INDEMNIFICATION in its entirety and replace with the following:

GC 12.1 INDEMNIFICATION

12.1.1 The *Contractor* shall indemnify and shall defend and save the *Owner*, its elected officials, officers, and employees harmless from and against any claims, proceedings, fines, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of,

.1 the *Contractor* carrying out or failing to carry out any obligation to which it is subject, or exercising any right to which it is entitled, under the *Contract* except to the extent that the same are caused by the negligence or deliberate wrong-doing of the *Owner* or other person entitled to indemnification under this GC 12.1, or

.2 any patent, trademark, copyright infringement or other breach of any intellectual property right of any person, for which the *Contractor* or any *Subcontractor* to the *Contractor* is responsible.

12.1.2 The right of indemnification granted to the *Owner* or other person entitled to indemnification under paragraph 12.1.1 shall extend to any amount paid by that person in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but that person shall serve prior notice of any intended settlement on the *Contractor*, at least five *Working Days* prior to agreeing to any such settlement.

12.1.3 The *Owner* may enforce the rights of indemnity conferred on the elected officials, officers, and employees of the *Owner* under paragraph 12.1.1 on their behalf and to the same extent as if they were parties to the *Contract*.

12.1.4 The rights to indemnity provided for in this GC 12.1 shall be deemed to be in addition to any rights with respect to insurance in favour of the *Owner*, its elected officials, officers and employees provided under the *Contract Documents*.

12.1.5 The rights to indemnity provided for in this GC 12.1 shall survive the expiration or any termination of the *Contract*.

SC 60. GC 12.2 WAIVER OF CLAIMS

1. Delete GC 12.2 WAIVER OF CLAIMS in its entirety.

SC 61. GC 12.3 WARRANTY

1. Add to the end of paragraph 12.3.1 the following:

", unless the *Contract Documents* otherwise provide.

2. Add to the beginning of paragraph 12.3.2, the following:

"Subject to paragraph 3.14.1,"

3. Delete "one year" from paragraph 12.3.3.

4. Delete "one year" from paragraph 12.3.4.

5. Delete "one year warranty period as described in paragraph 12.3.1" from paragraph 12.3.6 and replace with the following:

"warranty period"

6. Add new paragraphs 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15, 12.3.16, 12.3.17 and 12.3.18 as follows:

12.3.7 Any material or equipment requiring excessive servicing during the warranty period (or free maintenance period, if applicable) shall be considered defective and the warranty shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate. Where an extended warranty is provided beyond the warranty period, and any material or equipment requires excessive servicing during the first fifteen percent (15%) of the extended warranty period (or free maintenance period, if applicable) the material or equipment shall be considered defective and the extended warranty shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.

12.3.8 The final payment certificate shall not relieve the *Contactor* from its responsibility under this GC 12.3 – WARRANTY.

12.3.9 Following *Substantial Performance of the Work*, and without limiting the *Contractor's* warranty under this GC 12.3 WARRANTY, the *Contractor* shall assign to the *Owner*, to the extent assignable the benefit of all warranties and guarantees relating to the *Work*. The assignment shall expressly reserve the right of the *Contractor* to make any claims under such warranties and guarantees and such assignment shall in no way prejudice any rights of or benefits accruing to the *Contractor* pursuant to such warranties and guarantees.

12.3.10 The *Contractor* shall provide to the *Owne*r for the duration of the warranty period, a maintenance security the value of which shall be derived from the following table:

CONTRACT PRICE		**VALUE OF MAINTENANCE SECURITY $**
FROM $	**TO$**	
Less than $100,000.00		4 % of final *Contract Price*
$100,000.00	$499,999.99	$4,000.00 on first $100,000.00 + 3.0% on next $399,999.99
$500,000.00	$999,999.99	$16,000.00 on first $500,000.00 + 2.4% on next $499,999.99
$1,000,000.00	$1,999,999.99	$28,000.00 on first $1,000,000.00 + 2.2% on next $999,999.99
$2,000,000.00	$3,999,999.99	$50,000.00 on first $2,000,000.00 + 2.0% on next $1,999,999.99
$4,000,000.00	$5,999,999.99	$90,000.00 on first $4,000,000.00 + 1.8% on next $1,999,999.99
$6,000,000.00	$9,999,999.99	$126,000.00 on first $6,000,000.00 + 1.5% on next $3,999,999.99
$10,000,000.00 or Greater		$186,000.00 on first $10,000,000.00 + 1% on balance

12.3.11 The maintenance security, which is at no time a part of the statutory holdback, shall be retained by the *Owner* in increments from monies that would otherwise be payable to the *Contractor*, commencing during the latter part of the period of construction, so that by the date of *Substantial Performance of the Work* the full value of the required maintenance security has been retained.

12.3.12 Except as otherwise provided hereunder, the maintenance security, less any deductions made therefrom as provided for in the *Contract*, shall be paid to the *Contractor* following the issuance by the *Consultant* of a final certificate at the end of the warranty period, provided that all defects and deficiencies in the *Work* have been corrected by the *Contractor*. No interest shall be payable to the *Contractor* on such funds withheld in accordance with 12.3.10.

12.3.13 The *Contractor* may apply in writing to the *Owner* at the time of *Substantial Performance of the Work* to substitute for the monies retained as the maintenance security an alternative maintenance security of equivalent or greater value comprising:

.1 one or more irrevocable letters of credit, or

.2 another readily negotiable security.

12.3.14 Acceptance of any such alternative shall be at the discretion of the *Owner*

12.3.15 Following receipt and acceptance of any such alternative, the *Owner* shall release to the *Contractor* the monies previously retained for maintenance security purposes.

12.3.16 The *Owner* may, in its discretion, allow the total maintenance security to be made up in part of monies retained under the *Contract* and in part of an alternative maintenance security as indicated in paragraph 12.3.13 above provided that the total value of such parts, as determined by the *Owner*, shall be not less than the required value as derived from the table set out in paragraph 12.3.10 above.

12.3.17 Such alternative maintenance security or the monies derived therefrom, less any deductions made as provided for in the *Contract*, shall be released to the *Contractor* following the issuance by the *Consultant* of the final certificate at the end of the warranty period.

12.3.18 The *Contractor* will be responsible for extended warranty periods on equipment and materials as outlined in the *Specifications*. Warranties shall be provided for all inclusive replacement including all costs for labour and

materials upon failure. Warranties shall be provided irrespective of the standard manufacturers, *Suppliers* and vendors' warranties and are in addition to the standard construction warranty of one year for general construction, materials and equipment.

SC 62. MISCELLANEOUS

1. Add new PART 13 MISCELLANEOUS as follows:

PART 13 MISCELLANEOUS
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 REVIEW BY OWNER AND REVIEW BY CONSULTANT

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

GC 13.3 USE AND/OR OCCUPATION OF COMPLETED PORTIONS OF THE WORK

13.3.1 Upon the *Owners'* request, the *Owner* shall, at any time or times, have the right of occupying and/or using any part of parts of the *Work* (including, without limitation, for the purposes of installing and testing fittings and equipment), whether partially performed or entirely complete, or whether completed on schedule or not, before the completion of the *Work*.

13.3.2 In the event the *Owner* desires to exercise the privilege of occupancy and/or use of the *Work* as provided above, the *Contractor* shall co-operate with the *Owner* throughout in making available for the *Owners'* use such building services, as heating, ventilation, cooling, water, lighting, and telephone for the space or spaces to be occupied and/or used and if the equipment required to furnish such services is not entirely completed at the time the *Owner* desires to occupy and/or use the aforesaid space or spaces, the *Contractor* shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use and any extra costs beyond that originally required to complete the *Work* arising from such early occupancy and/or use shall be borne by the *Owner.*

13.3.3 In the event that the *Owner* exercises the privilege of occupancy and/or use of the *Work* as provided above, it agrees to do so, as not to materially interfere with the respective work of the *Contractor*, *Subcontractors* or *Suppliers* and under the understanding that the *Owner* will be occupying premises within a construction site which will require compliance with all normal construction site requirements including, without limitation, health and safety requirements.

13.3.4 It shall be understood, however, that the *Owner's* occupancy and/or use of such space or spaces of the *Work* shall not constitute the *Owner's* acceptance of any Work, material or equipment which are not in accordance with the requirements of the *Contract Documents*, nor affect the warranty period under the *Contract* nor relieve the *Contractor* from his obligations, duties, responsibilities and liabilities to complete the *Work*, nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, any *Work*, material or equipment, nor from any other unfulfilled duties, liabilities, obligation or responsibilities under the *Contract* nor from any other duty, liability obligation or responsibility under the *Contract* including, without limitation, the *Contractors'* warranty obligation. If however, damage results from any act by the *Owner*, the *Owner* shall assume its share of the responsibility for such damage.

GC 13.4 NON-INTERFERENCE

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

ongoing operations or activities or other operations located in the area adjacent to, in the vicinity of or proximate to the *Place of the Work.*

GC 13.5 LIQUIDATED DAMAGES

13.5.1 It is expressly agreed by the parties that if the date of *Substantial Performance of the Work* occurs later than the *Substantial Performance Date*, the *Contractor* shall pay to the *Owner* liquidated damages calculated as ONE THOUSAND DOLLARS ($1,000.00) for each *Working Day* that *Substantial Performance of the Work* extends beyond the *Substantial Performance Date.*

13.5.2 It is expressly agreed that it is difficult to calculate the damages which would result from the Contractor's failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date* and the parties agree that the liquidated damages are not intended to be penalties but rather represent the parties' best estimate of damages resulting from the delay.

13.5.3 The *Owner* may deduct any amount due under this paragraph from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other right that may be available to the *Owner*.

GC 13.6 CONTRACTOR DISCHARGE OF LIABILITIES

13.6.1 In addition to the obligations assumed by the *Contractor* pursuant to General Condition 3.7 – SUBCONTRACTORS AND SUPPLIERS, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

GC 13.7 CONTRACTOR EVALUATION

13.7.1 In accordance with the *Owner's* policy for vendor performance evaluation, the *Owner* will evaluate the performance of the *Contractor* with respect to the *Work* using the following criteria:

.1 general responsiveness of the work relationship;
.2 conformity of the work done, materials supplied and provision of services with the description of *Project* and *Specifications*;
.3 general dependability and quality of all work done and any goods or services supplied;
.4 timely performance;
.5 general conformity with the reasonable expectations of the *Owner* under the terms of the *Contract* in their entirety;
.6 supervision of subcontractors and the maintenance of an orderly, neat and secure job site;
.7 accuracy of carrying out instructions.

13.7.2 Where a performance review is conducted at *Final Completion of the Work*, the *Contractor's* performance shall be ranked by the *Owner* at one of the following standards:

.1 Unacceptable (performance well below the general standard); or
.2 Satisfactory (performance in accordance of general standard).

13.7.3 Where at a performance review carried out prior to the completion of the *Contract*, one or more criteria of assessment are ranked as unacceptable:

.1 the parties shall agree at the time of the conduct of the review or within ten (10) *Working Days* thereafter, on the measures to be taken by the *Contractor* during the ensuing *Contract* review period to improve its performance to at least a good standard;
.2 within ten (10) *Working Days* of agreeing on those measures, the *Contractor* shall confirm in writing that the measures in question have been implemented.

13.7.4 Where the *Contractor* fails or refuses to implement measures as provided in paragraph 13.7.3, it shall be deemed to be in default under the *Contract*, and the *Owner* may take such remedies as provided for in the *Contract Documents* or are otherwise available at law or in equity.

13.7.5 Where the unsatisfactory performance of the *Contractor* is not corrected as required under this section, that performance may be taken into account by the *Owner* with respect to the award of any future contract to the *Contractor*.

GC 13.8 RECORDS/DAILY REPORTS/DAILY LOGS

13.8.1 The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, documents, computer printouts, electronic information, books, plans, *Drawings*, *Specifications*, accounts or other information relating to the *Work*) in its head office in accordance with requirements of *Applicable Laws*, but in any event for

not less than four (4) years from *Substantial Performance of the Work* or until all claims have been settled. 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 *Subcontractor*s and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC13.9 ONTARIANS WITH DISABILITIES ACT, 2001 (ODA) AND THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)

13.9.1 The *Contractor* shall ensure that all of its employees, agents, volunteers and any *Subcontractors* comply with all applicable accessibility laws, regulations and by-laws, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), during the term of the Contract.

13.9.2 Without limiting the generality of the foregoing, the *Contractor* shall ensure that all of its employees, agents, volunteers and any *Subcontractors* who, as part of the *Contract*:

(a) deal with members of the public or other third parties, or
(b) participate in developing policies, practices and procedures governing the provision of goods or services to members of the public or other third parties,

receive training about the provision of its goods or services to persons with disabilities. The *Contractor* shall ensure that such training includes, without limitation, a review of the purposes of the AODA and the requirements of Ontario Regulation 429/07.

13.9.3 Prior to commencing the *Work*, the *Contractor* shall provide a Statement of Acknowledgement to the City of Hamilton that it has read and understands the City of Hamilton's AODA Customer Service Standard Handbook; that it has provided the training required by said Handbook; and that it will comply with the requirements of said Handbook and applicable accessibility laws, regulations and by-laws.

13.9.4 The *Owner* and the City of Hamilton reserve the right to inspect the *Contractor's* training records relating to Ontario Regulation 429/07 and Ontario Regulation 191/11, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The *Owner* and the City of Hamilton also reserve the right to require the *Contractor* to amend its training policies, practices and procedures if the *Owner* or the City of Hamilton deems the training is not compliant with the requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11.

See City of Hamilton's AODA Customer Service Standard Handbook at:

hamilton.ca/government-information/accessibility-services/accessibility-standards

GC13.10 SET-OFF

13.10.1 The parties agree that the *Owner* has the contractual right to set-off against any amounts owing by the *Owner* to the *Contractor* under this *Contract*, any amount owed to the *Owner* by the *Contractor*, whether such amount arises from this *Contract* or under any other contract between the *Owner* and the *Contractor*, irrespective of whether or not those contracts are related or arise at equity or law. This right of set-off shall be subject to the Construction Act, as applicable.

13.10.2 The costs to the *Owner* of sending or publishing any notice or document required by the Construction Act shall constitute damages to the *Owner* and may be retained by the *Owner* in accordance with its set-off rights.

Project Specific Supplementary Conditions to Contract CCDC 2-2008
Revised: July 4 , 2018

These Project Specific Supplementary Conditions presuppose the use of the Standard Construction Document CCDC 2-2008 Stipulated Price Contract, English version. These "Project Specific Supplementary Conditions" void, supersede or amend the "Agreement", "Definitions", "General Conditions" and "Supplementary Conditions" as hereinafter provided, as the case may be.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Project Specific 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, unless noted otherwise.

PSSC 1. GC 3.5 CONSTRUCTION SCHEDULE

1. Add new paragraphs 3.5.11 and 3.5.12 to SC20 of the Supplementary Conditions as follows:

   3.5.11 The *Work* under this *Contract* must be substantially performed by **May 31st, 2020**

   3.5.12 Subsequent to award of *Contract* and prior to commencing with any *Work*, a site investigation with Plant Operations staff must be arranged. This is a mandatory meeting and all *Suppliers* and *Subcontractors* must be in attendance. *Contract* details such as procedures, delivery of equipment, etc. will be discussed at the meeting. A preconstruction safety review will also be conducted at that time.

PSSC 2. GC 3.8 LABOUR AND PRODUCTS

1. Add new paragraphs 3.8.15, 3.8.16, 3.8.17, 3.8.18 and 3.8.19 to SC23 of the Supplementary Conditions as follows:

   3.8.15 By-law 07-170 (City of Hamilton Licensing Code) regulates the trade licensing process in Hamilton. The By-law regulates all businesses of plumbing, heating, ventilation and air-conditioning, drain repair, building repair, sprinkler and fire protection. The City of Hamilton's Licensing and By-law Services Division is responsible for the licensing of contractors and masters. Licenses are issued to contractors and masters working in the above noted trades.

   3.8.16 The *Owner* is bound by the Provincial Collective Agreement between the Carpenters' Employer Bargaining Agency ("EBA") and the Carpenters' District Council of Ontario of the United Brotherhood of Carpenters and Joiners of America ("Union") in the Industrial Commercial and Institutional (ICI) Sector ("Carpenters' ICI Collective Agreement"). All work covered by the Carpenters' ICI Collective Agreement must be performed in accordance with that agreement. **Therefore for this *Project*, the *Contractor* and any *Subcontractors* performing the work covered by the Carpenters' ICI Collective Agreement shall be bound by the Carpenters' ICI Collective Agreement.]** For informational purposes, Schedule "A" (work claimed but not limited to) of the Carpenters' ICI Collective Agreement can be accessed on the City of Hamilton Procurement Section website (hamilton.ca/buying-selling-city/bids-tenders/labour-trade-obligations). The *Owner* has no discretion in setting wage rates or in using union labour for certain trades performing *Work* for the *Owner*. The *Fair Wage Policy* shall be separate from this obligation.

3.8.17 Failure to comply with the requirements of the preceding clause 3.8.16 shall be deemed to be a default under the *Contract*, and the *Owner* may take such remedies as provided for in the *Contract Documents* or are otherwise available at law or in equity.

3.8.18 Any damage incurred by the *Owner* as a result of the *Contractor* or any of its *Subcontractors'* failure to:

.1 employ only Union members to perform the work covered by the Carpenters' ICI Collective Agreement, or

.2 contract or subcontract the work covered by the Carpenters' ICI Collective Agreement to contractors and subcontractors who are bound by the Carpenters' ICI Collective Agreement,

will be deducted from any monies payable to the *Contractor*.

PSSC 3. GC 3.10 SHOP DRAWINGS

1. Add new paragraph 3.10.13 as follows:

3.10.13 *Shop Drawings* shall be prepared and stamped by a professional engineer registered in the Province of Ontario for all of the *Work*, unless otherwise required by the *Owner*. The professional engineer whose stamp appears on the *Shop Drawings* shall inspect and approve in writing that all *Work* has been carried out in accordance with the drawings and to his/her own satisfaction.

PSSC 4. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

1. Delete GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK in its entirety and replace with the following:

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 *Substantial Performance of the Work* will not be granted until *Commissioning* has been achieved and associated submittals as per the *Specifications* have been provided to the *Owner*.

.1 The *Contractor* is required to undertake Site Acceptance Testing (SAT) of the system to the satisfaction and approval of the *Consultant* and *Owner* prior to the start of the *Commissioning* period. If a problem arises during or as a result of the SAT, any deficiencies will have to be corrected and re-tested prior to the start of the *Commissioning* period at no additional cost to the *Owner*. Prior to undertaking the SAT, the *Contractor* is required to submit, as a minimum, the following documents for review and approval by the *Consultant* and *Owner*:

(1) Copies of PLC/RPU software

(2) PLC programs for all PLC or Panel view interfaces (Programs need to have comment in them so that there operation can be understood)

(3) Factory Acceptance Testing (FAT) documentation.

(4) As-Built Drawings (in Microstation/Autocad format)

(i) Structural and Mechanical

(ii) Control Panel and Loop Diagrams

(iii) Electrical / Instrumentation / P&ID (The P&ID must reflect Tagging and wiring numbers as wired or tagged in the Field to the City standard)

(5) Operation and Maintenance Manuals

(6) Inspection Certificates

(7) Instrument Calibration sheets.

(8) Any setpoint parameters pertaining to VFD, Level controls, Pressure devices, Flow device or any other device that needs programming for its operations.

.2 The following *Commissioning* requirements are in addition to any other *Commissioning* requirements that may be outlined in the *Specifications*:

(1) *Commissioning* shall provide for all items, equipment, services, testing, inspections, labour, energy, electrical power, fuel, security watchmen, reports, attendance of *Suppliers*, *Subcontractors*, testing companies, consulting services contracted by the *Contractor*, and any other requirements to complete the *Commissioning* of all items required by this *Contract* to the satisfaction of the *Owner*, including any additional return visits, labour and materials.

(2) The duration for *Commissioning* is 14 consecutive calendar days. If a problem arises during the *Commissioning* period, the *Owner* may restart the *Commissioning* period after it is satisfied the problem has been corrected. The *Owner* may restart the *Commissioning* period as many times as it takes to have a 14 consecutive calendar day problem-free period, at no additional cost to the *Owner*.

(3) Provided that the *Owner* is satisfied that the *Contractor*, *Subcontractors*, *Suppliers* or any one else recruited to provide service, material or labour for *Commissioning* the *Contract* have fulfilled their obligations, the *Owner* shall approve payment at its sole discretion. The *Owner* may approve payment in part, may hire or contract all or any part of this item to others, may purchase material, equipment or rent or lease items to complete this item on behalf of the *Contractor*, without notice.

(4) *Commissioning* is satisfactorily completed when approved in writing by the *Owner*.

.3 The following minimum training requirements are in addition to any other training requirements that may be outlined in the *Contract Specifications*:

(1) The *Contractor* shall provide for five separate training sessions of the *Owner's* staff and any other designated personnel.

(2) The *Contractor* shall arrange with *Suppliers* of equipment or *Subcontractors* for a qualified representative to provide training for the *Owner's* staff. The *Contractor* shall coordinate and establish with each *Supplier* and *Subcontractor* the time period necessary to complete training of the *Owner's* staff. The training schedule and date(s) is to be reviewed and approved by the *Owner*.

(3) The *Contractor*, as a minimum, must demonstrate operations and maintenance of each piece of equipment, instrument, controls and system operation. The *Contractor* shall utilize operations and maintenance manuals as a basis for training, and review contents of the manuals with the *Owner's* staff in detail, to explain all aspects of operations and maintenance.

(4) Turnover of the facility for operations by the *Owner* shall occur only upon completion and acceptance of all demonstration and training of the operations of the facility by the *Owner*.

.4 All items related to section 5 of the Lump Sum Breakdown of Base Bid Price must be completed prior to *Substantial Performance of the Work* and the subsequent release of holdback.

5.4.2 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day,* deliver to the *Consultant* and to the *Owner* a comprehensive list of items including estimated cost to be completed or corrected,

together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work.* Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract.*

5.4.3 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor.*

5.4.4 Prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* the following documents, and shall, in consultation with the *Consultant*, establish reasonable dates for correcting deficiencies and finishing the *Work*:

.1 a written undertaking by the *Contractor,* on its company letterhead, to complete expeditiously any outstanding *Work* and to discharge all unfulfilled obligations under the *Contract*;

.2 the *Contractor's* final claim for all amounts incurred before and on the date of *Substantial Performance of the Work*;

.3 a release by the *Contractor* in a form satisfactory to the *Owner* releasing the *Owner* from all further claims relating to the *Contract* (except in respect of outstanding *Work*) and other than claims relating to liens under the applicable lien legislation of the *Place of the Work;*

.4 a *Statutory Declaration* which also includes provisions stating that all liabilities incurred by the *Contractor* and its *Subcontractors* in carrying out the *Contract* have been discharged and that all liens in respect of the *Contract* and subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment in court; and

.5 a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

5.4.5 At the time of issuance by the *Consultant* of the certificate of *Substantial Performance of the Work*, the *Consultant* shall:

.1 Notify the *Contractor* of the value of the maintenance security required by GC 12.3 - WARRANTY.

.2 Prepare a separate certificate (the "Substantial Performance Payment Certificate") showing:

(1) the value of work completed to-date,

(2) the value of outstanding or uncompleted work,

(3) the value of the required maintenance security,

(4) the amount of the 10 percent holdback (allowing for any previous release of holdback to the *Contractor* in respect of completed subcontracts and deliveries of pre-selected equipment), and

(5) the amount due to the *Contractor*.

.3 Prepare a payment certificate releasing to the *Contractor* the 10 percent holdback due in respect of *Work* performed up to the date of *Substantial Performance of the Work*. Subject to the provisions of the *Construction Act* and the submission by the *Contractor* of the following document, such holdback shall become payable after 45 calendar days from the date of publication of the certificate of *Substantial Performance of the Work:*

(1) a declaration by the *Contractor,* in a form acceptable to the *Owner,* confirming that the *Contractor* and its *Sub-Contractors* have complied with the *Fair Wage Policy.*

PSSC 5. GC 5.8 WITHHOLDING OF PAYMENT

1. Add new paragraph 5.8.2 as follows:

5.8.2 Upon issuance of the certificate of *Substantial Performance of the Work*, normal payment of holdback procedures will apply. To cover any deficiencies not corrected to the satisfaction of the *Consultant* and *Owner*, a deficiency holdback in the amount of 200% of the value of the deficient *Work* will be held until all deficiencies are corrected and certified as acceptable by the *Consultant*. The deficiency holdback amount will be withheld from any future progress payments under the *Contract*.

PSSC 6. FAIR WAGE POLICY

1. All references to the *Fair Wage Policy* shall only apply to the *Contract* where the *Contract Price* is FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) or greater.

PSSC 7. GC 11.1 INSURANCE

1. Delete GC 11.1.1.1 as set out in SC56 of the Supplementary Conditions and replace with the following:

.1 Wrap-up Liability Insurance acceptable to the *Owner* having an inclusive limit of not less than $10,000,000 per occurrence for third party bodily injury, personal injury and property damage. Such insurance shall be in the name of the *Contractor* and shall name its *Subcontractors*, agent, architects, landscape architects, engineers, consultants, planners, project managers and the *Owner* as additional insureds thereunder and also include other persons which the *Owner* may reasonably require to be added as additional insured parties. The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period.

The Policy must include the following:

(1) personal injury liability, bodily injury and property damage;
(2) premises and operations liability;
(3) owner's and contractor's protective liability;
(4) broad form products and completed operations liability;
(5) cross liability;
(6) severability of interest;
(7) contingent employers liability;
(8) blanket written and oral contractual liability;
(9) all risks tenant's legal liability;
(10) hoist liability;
(11) fire fighting and forest fire fighting expense liability;
(12) employers liability and voluntary compensation;
(13) non-owned automobile liability;
(14) directors, officers, employees, shareholders, legislators, and officials involved in the *Project* added as insureds and/or additional insureds;
(15) shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water,

tunneling and grading, and similar operations associated with the construction work, as applicable;

(16) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours;

(17) 30 days written notice of cancellation;

(18) coverage as unnamed insureds, for all contractors, *Subcontractors*, consultants and employees of the *Contractor* provided that the *Owner* reserves the right to require the *Contractor* to add further parties as additional unnamed insured persons;

(19) with respect to "completed operations" work performed during the warranty period, premises and operations exposures from work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Delete GC 11.1.1.3 (non-owned automobile liability insurance) as set out in SC56 of the Supplementary Conditions and renumber the subsequent subsections of paragraph 11.1.1 accordingly.

PSSC 8. GC 11.1 INSURANCE

1. Add new paragraph 11.1.1.6 to SC56 of the Supplementary Conditions as follows:

.6 Contractor's Pollution Liability having an inclusive limit of not less than $1,000,000 per occurrence to insure the *Contractor's* liability for third-party claims caused by pollution events arising out of operations performed by or on behalf of the insured in the performance of the *Work* under the *Contract.* The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period.

C13-07-19 - RFT - Prequalified General Contractor for New Municipal Wastewater Pumping Station (HC062) on Pier 8 - Hamilton

Opening Date: December 31, 9999 11:59 PM

Closing Date: December 31, 9999 11:59 PM

***** *IMPORTANT* *****

Bidders are advised to review and confirm their bids&tenders™ vendor account is set up in the bidder's correct LEGAL name.

This name must exactly match the name on all documentation required of the Successful Bidder, eg; insurance certificate, WSIB certificate.

Schedule of Prices

* Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the City of Hamilton (unless otherwise specified).

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.

Schedule of Prices

Description	Cost of Work *	
Cost of Work		*
Provisional Items		*
Subtotal:		

C13-07-19 Provisional Items

ITEM	DESCRIPTION	Type or Size	UNITS	EST'D QTY	UNIT PRICE *	EXTENDED PRICES	
4.1 a	Excavating in all kinds of material including shoring removal and dispoal of all incidentals as specified.	- Up to 2.0 m deep	cubic metres	240			*
4.1 b	Excavating in all kinds of material including shoring removal and dispoal of all incidentals as specified.	- Up to 4.0 m deep	cubic metres	240			*
4.1 c	Excavating in all kinds of material including shoring removal and dispoal of all incidentals as specified.	- Up to 6.0 m deep	cubic metres	240			*
4.1 d	Excavating in all kinds of material including shoring removal and dispoal of all incidentals as specified.	- Up to 8.0 m deep	cubic metres	200			*
4.2	Dewatering of excavations including all associated rental and fuel costs		litres per day	15000			*
4.3 a	Supply and compact to 100 percent (%) SPMDD in any excavation or as fill:	- Granular 'A'	cubic metres	50			*
4.3 b	Supply and compact to 100 percent (%) SPMDD in any excavation or as fill:	- Granular 'B'	cubic metres	50			*

4.4	Supply and Compact Engineered Fill		cubic metres	50			*
4.5	Concrete in place over and above those specified including formwork and finishing, reinforcing steel and labour (35 MPA)		cubic metres	30			*
4.6 a	Asphalt paving repair	- Supply and place HL8 asphalt – 65 mm compacted thickness	square metres	25			*
4.6 b	Asphalt paving repair	- Supply and place HL3 asphalt – 40 mm compacted thickness	square metres	25			*
4.7	Supply of all labour and material for hydro vacuum truck, including dumping fees		days	5			*
4.8	Structural demolition of asphalt paving including saw cutting, removal and disposal of all surplus over and above those specified		square metres	25			*
4.9	Structural demolition of existing reinforced concrete including removal and disposal of all surplus over and above those specified.		cubic metres	15			*
4.10 a	Daily Rate for additional assistance	Licensed Electrician	days	10			*
4.10 b	Daily Rate for additional assistance	Qualified Training Personnel	days	10			*
4.10 b	Daily Rate for additional assistance	Millwright	days	10			*
						Subtotal:	

Summary Table

Bid Form	Amount
Schedule of Prices	
C13-07-19 Provisional Items	
Total Contract Price:	

Specifications

Bidder's Business Structure

The City of Hamilton reserves the right to verify the business name and structure of the bidder, whether or not this section is completed, to ensure that the bidder is an existing legal entity. If the bidder is not an existing legal entity, the Bid will be rejected.

Business Structure of Bidder *	If 'Corporation' Selected, Specify Where Incorporated:	If 'Other' Selected, Specify Business Structure:	Registered Business Name of Bidder (if applicable):
Select A Value			

Documents

It is your responsibility to ensure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid shall be rejected.

BONDING UPLOAD SECTION

Each Bid submission must be accompanied by a **digital** bid bond.

The City will only accept submissions that include the bid bond in an electronically verifiable and enforceable (e-Bond) format.

A scanned PDF copy of the bond is not acceptable.

- Bid Bond * (mandatory)

Form of Tender

The bidder hereby acknowledges and agrees:

1. Submission of Bid
I/We the undersigned bidder, having examined the locality and site of the Work as well as all the Request for Tenders documents, hereby tenders and offers to furnish all material, labour, service, equipment, scaffolding and all incidentals, and to render all services and pay all applicable customs duties and taxes (other than any Value Added Taxes) and all other charges as specified and/or as necessary for performance and completion of the above referred to Work, all in full accordance with the Request for Tenders documents provided to the bidder by the City (receipt of which is hereby acknowledged) for the Base Bid Price (which is included in the "Contract Price" in the CCDC2 Stipulated Price Contract 2008).

2. Base Bid Price
I/We confirm all prices provided in this Bid:

- **are in Canadian funds**
- **include Provisional Items, if applicable**
- **include contingency allowances, if applicable**
- **include cash allowances, if applicable**
- **do not include Value Added Taxes**

Any Value Added Taxes payable are for the account of the City and are in addition to the Base Bid Price stated in the Schedule of Prices.

I/We understand that if this Request for Tenders contains a contingency allowance, Provisional Item(s) or cash allowances, I/we are not entitled to payment thereof except for the extra or additional work carried out by me/us, as directed by the City and in accordance with the Contract and only to the extent of such extra or additional work and payment approved by the City.

3. Addenda
I/We have made any necessary inquiries with respect to Addenda issued by the City and have ensured that we have received, examined and provided for all Addenda to the Request for Tenders in this Bid.

4. Commencement and Completion
If awarded the Request for Tenders, I/we agree and undertake that:

- I/we will provide all necessary documents required as set forth prior to the commencement of the Work.
- I/we will commence the Work following receipt of a notice to proceed and otherwise in accordance with the Contract. I/We agree to have the Works "substantially performed" as described in the Construction Act (Ontario) and in accordance with the requirements set out in the Contract.
- **in the event that I/we fail to perform the Contract as provided, I/we understand and agree that I/we shall be liable to liquidated damages and other remedies as specified in the contract documents.**

5. Contract
I/We understand and agree that a binding contract shall come into being upon acceptance of this Bid by the City and the award of the Request for Tenders to me/us. The subsequent execution of the Contract for the Work is a formality and not a condition precedent to the existence of a binding contract.

6. Occupational Health and Safety
I/We understand and agree that the Work must be conducted in a safe manner. Accordingly, I/we confirm that I/we and all subcontractors used on the Work for the City of Hamilton will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/we confirm that I/we have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, subcontractors and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

7. Fair Wage Policy and Schedule
I/We agree to comply in all respects with the City of Hamilton's Fair Wage Policy and to be fully responsible for ensuring that all of my/our subcontractors also comply in all respects with said Fair Wage Policy.

8. Execution
If this Bid is accepted by the City and the Request for Tenders is awarded to me/us, I/we agree to provide and pay for the proof of insurance, WSIB clearance certificate, performance of contract security and a labour and material payment bond as required by the contract documents, my/our health & safety manual and any other document identified in the award letter as being required by the City prior to it being able to issue a purchase order, and to execute the Contract, in quadruplicate, all within 10 Business Days after the City has issued its award letter or within such longer time period as the City may specify.

9. Bid Security
I/We have submitted the Bid Security as specified in the Request for Tenders. The Bid Security shall be irrevocable for **90 CALENDAR DAYS** after the closing date and time of the Request for Tenders.

In the event of default or failure on my/our part to execute the Contract as required above and to provide the specified security required under the Request for Tenders and the Contract, I/we agree that the City may at its discretion do one or more of the following: declare the Bid Security

forfeited, annul the award or terminate the Contract, accept the next lowest compliant Bid, advertise for new tenders, or carry out the Work in any manner deemed in the best interests of the City. In such a case, if required by the City, I/we shall pay the City the difference between the Base Bid Price and any greater sum that the City may be obligated to pay by reason of that default or failure, including the cost of any advertisement for new tenders.

10. Time Open for Acceptance

I/We agree and confirm that this Bid is irrevocable and is to continue open to acceptance by the City for a period of **90 CALENDAR DAYS** after the closing date and time of the Request for Tenders. The City may at any time within the above **90 CALENDAR DAY** period accept this Bid whether or not any other Bid has previously been accepted, upon notice of acceptance and award in writing to me/us, personally delivered or mailed to me/us by ordinary prepaid mail, to the address provided in the Bid submission, or delivered by fax to the fax number set forth in the Bid submission. Any notice mailed or faxed shall be deemed to have been received on the date mailed or faxed. Any notice personally delivered shall be deemed to have been received on the date the notice is personally delivered.

11. No Collusion / Conflict of Interest

I/We hereby declare that no person, firm or corporation other than me/us has any interest in this Bid or in the proposed Contract for which this Bid is made. I/We further declare that this Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person making a Bid for the same work and is in all respects fair and without collusion or fraud.

I/We confirm that we comply with Article 12 - Conflict of Interest, Lobbying and Collusion of the Instructions to Bidders and Article 4 – Joint Ventures of the Supplementary Instructions to Bidders.

I/We understand that, without limiting or restricting any other right or privilege of the City, the City may terminate the Contract where the bidder is in contravention with the City's Procurement Policy with respect to conflict of interest or vendor eligibility.

12. Interpretation

I/We confirm that we have received no oral information, instruction or advice from any officer, employee, agent or consultant of the City which changes the content of the Request for Tenders and all Addenda thereto.

I/We acknowledge and agree that we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by us when submitting our Bid is known to the City, regardless of whether such information may be actually previously known to the City or not. Further, we acknowledge and agree that all information to be provided by us is to be complete and full and in such detail as required.

13. Procurement Policy

In submitting a Bid in response to the Request for Tenders, I/we agree and acknowledge that I/we have read and will be bound by the terms and conditions of the City's Procurement Policy. I/We understand that the City's Procurement Policy can be viewed on the City's website at: hamilton.ca/buying-selling-city/bids-tenders/procurement-policy-by-law.

14. Ontarians with Disabilities Act, 2001 and Accessibility for Ontarians with Disabilities Act, 2005

I/We confirm that I/we and all Subcontractors used on the Work for the City of Hamilton will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Custome Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), throughout the term of the Contract. Without limiting the generality of the foregoing, I/we shall provide to the City, prior to commencing Work, a Statement of Acknowledgement that I/we have read and understand the City's AODA Customer Service Standard Handbook (the "Handbook"), that I/we have provided the training required by the Handbook, and that I/we will comply with the requirements of the Handbook and applicable accessibility laws, regulations and by-laws. See City of Hamilton's AODA Customer Service Standard Handbook at: hamilton.ca/government-information/accessibility-services/accessibility-standards.

15. Compliance with City of Hamilton By-laws

I/We declare that I/we are in compliance with all municipal by-laws as they pertain to the City of Hamilton in respect of the operation of my/our business and in respect of the Work described in the Request for Tenders. I/We understand and agree that if this statement is untrue or incorrect, the City of Hamilton shall be entitled at its sole discretion to reject this Bid, or if such untruth or incorrectness comes to light after this Bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse the City deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

16. Use of Union Trades

I/We acknowledge that the City is bound by the collective agreement between the Carpenters' Employer Bargaining Agency ("EBA") and the Carpenters' District Council of Ontario of the United Brotherhood of Carpenters and Joiners of America ("Union") for the Industrial, Commercial and Institutional (ICI) Sector ("Carpenters' ICI Collective Agreement"). Article 7 – City of Hamilton Labour Trades Obligations of the Supplementary Instructions to Bidders sets out whether the Successful Bidder or the Successful Bidder's contractors or subcontractors must be signatory to the Union.

I/We further acknowledge and agree that for all work covered by the Carpenters' ICI Collective Agreement, the Successful Bidder or the Successful Bidder's contractors or subcontractors, as applicable, shall be bound by the Carpenters' ICI Collective Agreement. The City reserves the right to request confirmation of same prior to the award of the Contract and at any time during the term of the Contract and failure to provide proof of this confirmation within two Business Days of request by the City will result in the rejection of this Bid or be deemed to be a default under the Contract.

17. Lump Sum Breakdown

I/We understand and agree that after the opening of the Bids, if I/we are one of the two apparent low bidders, if requested by the City we are required to submit to the Tender Coordinator, within two Business Days of the closing date of the Request for Tenders, the document entitled Lump Sum Breakdown of Base Bid Price. The breakdown shall be given on the breakdown pages provided in the Request for Tenders. I/We acknowledge and agree that the City may refuse to accept any breakdown which contains prices considered to be unbalanced and may request

me/us to adjust the breakdown to correct such unbalancing, and I/we agree to do so upon such request of the City.

18. Provisional Items

I/We understand and agree that, after the award of the Request for Tenders, the City reserves the right to delete from the Base Bid Price one or more of the items identified in the Schedule of Prices as Provisional Items, without penalty or compensation to the Successful Bidder, for credit at the price shown in the table. All prices are inclusive of all duties and taxes applicable, except for Value Added Taxes.

I/We understand that I/we are required to complete the table in the Schedule of Prices for each Provisional Item listed. I/We understand that failure to do so will result in the rejection of this Bid by the City.

I/We agree that the Unit Prices provided for each Provisional Item include all costs required for complete execution of the item of work, including the bidder's office staff, site supervisory staff, project management costs, clerical and other costs for documentation, materials, labour, equipment, delivery, handling, statutory charges, overhead and profit, other related charges, inclusive of all other duties and taxes applicable, and similar charges on account of such item of work. Unit Prices entered shall exclude all Value Added Taxes.

I/We agree that if the quantity actually required for each item of work is more or less than estimated, the extended price for such item of work will be increased or decreased respectively using the same Unit Price or Lump Sum Price specified in the Schedule of Prices.

I/We agree that these Provisional Items are in addition to the requirements outlined in the Specifications. I/We understand that if I/we are awarded the Request for Tenders, I/we are not entitled to payment for any Provisional Item except for the extra or additional work carried out by me/us, as directed by the City and in accordance with the Contract and where payment was previously approved by the City.

19. Alternatives

I/We understand and agree that alternatives to specified equipment suppliers and/or equipment in the Request for Tenders will not be considered by the City prior to the award of the Request for Tenders.

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

Conflict of Interest

Except with the prior express written consent of the City, **prior to submitting this Bid**, vendors are required to notify the City in writing, of any potential conflict of interest that may arise prior to the award of any contract and fully disclose any details thereof. Failure on the part of a vendor to declare a conflict of interest to the City and to obtain the City's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to Bid and shall form a basis for rejection of a Bid submitted to the City.

Do you have a potential conflict of interest? ○ **Yes** ○ **No**

Acknowledgement of Addenda

The Bidder acknowledges and agrees that any 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.		