

General Index

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Drawings

Drawing	Rev	Prepared by
RP-1 Removal and Grading Plan	4	Tatham Engineering Limited
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Dated: February 2020

INSTRUCTIONS TO BIDDERS

W.R. Best Memorial Public School

Parking Lot Redevelopment

Tender No.

12279T

1. INTRODUCTION

1.1 INVITATION

- 1.1.1 Simcoe County District School Board (the “**Owner**”) is soliciting Bids from prequalified general contractors to perform the work described in the Bid Documents (the “**Work**”) at ***W.R. Best Memorial Public School*** located at ***2221 Old Barrie Road West, Shanty Bay, Ontario***. (the “**Place of the Work**”).

1.2 KEY INFORMATION

- 1.2.1 This Section provides a summary of some key information contained in the Bid Documents and is provided solely as a convenience. Bidders are urged to read all of the Bid Documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all Contract requirements.
- (a) The Owner has scheduled a mandatory site meeting at ***W.R. Best Memorial Public School*** on ***Monday, March 16, 2020***, commencing at ***10:00 AM***.
 - (b) The Owner requires that all Bidders (mechanical contractors) attend the mandatory site meeting.
 - (c) The deadline for submitting questions (the “**Question Deadline**”) is 10 days before the Submission Deadline.
 - (d) Questions must be submitted through the online portal www.bidsandtenders.ca
 - (e) Bids must be submitted online through the Portal BEFORE 1:30:00PM Local Time on ***Wednesday, March 25, 2020*** (the “**Submission Deadline**”).
 - (f) Bids must be irrevocable for a period of ninety (90) days starting from the day after the Submission Deadline (the “**Irrevocability Period**”).
 - (g) The form of bid security to be delivered as part of the Bid shall be a **digital bid bond**, no other form of bond is acceptable. Bids submitted without a digital bond will be considered noncompliant.
 - (h) The successful Bidder is permitted to commence work on site as of ***Monday, June 29, 2020***.
 - (i) The successful Bidder will be required to achieve Substantial Performance of the Work by ***Monday, August 31, 2020***.
 - (j) The Bid Coordinator is Justin Apokremiotis, Purchasing Supervisor, at “japokremiotis@scdsb.on.ca”.

1.3 PREQUALIFICATION

- 1.3.1 The following contractors are prequalified to submit a Bid (each a “**Prequalified Contractor**”):
- (a) [Arnott Construction Ltd.](#);
 - (b) [Charles Morden Construction Inc.](#);
 - (c) [Coco Paving Inc.](#);
 - (d) [Darpak Inc.](#);

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- (e) [Deciantis Construction Ltd.;](#)
- (f) [Dol Turf Restoration Ltd.;](#)
- (g) [Dufferin Aggregates;](#)
- (h) [Eisses Brothers Excavating;](#)
- (i) [Gateman-Milloy Inc.;](#)
- (j) [Georgian Paving Ltd.;](#)
- (k) [K.J. Excavating;](#)
- (l) [Morris Shelswell & Sons Excavating & Grading Ltd.;](#)
- (m) [Positano Paving;](#)
- (n) [Rutherford Contracting Ltd.;](#)
- (o) [Silver Birch Contracting Ltd.](#)

1.3.2 Not used.

1.3.3 Not used.

1.3.4 Not used.

1.3.5 The Owner reserves the right to issue one or more addenda naming additional Prequalified Contractors and/or additional prequalified Subcontractors.

1.3.6 Only Prequalified Contractors are eligible to participate in this Bid Process and to submit a Bid. Submissions received from those who are not a Prequalified Contractor will not be considered.

1.4 THE BID CONTRACT

1.4.1 The Bidders and the Owner acknowledge it is their intention to create a process contract, sometimes referred to as “Contract A” (the “**Bid Contract**”), between the Owner and each Bidder whose Bid meets all Mandatory Requirements. The Bidders and the Owner further acknowledge that if a Bid Contract is created between the Owner and one or more Bidders, the terms of the Bid Contract are represented by the Bid Documents and include an obligation on the successful Bidder, if any, to sign the Contract.

1.5 BIDDERS’ EXPENSES

1.5.1 Bidders shall bear all costs and expenses incurred by them in any way related to any aspect of their participation or intended participation in this Bid Process including, without limitation, all costs and expenses related to a Bidder’s involvement in:

- (a) due diligence, investigations, and information gathering processes;
- (b) attendances and/or participation at any and all site visits and/or meetings;
- (c) the preparation and submission of a Bid and responding to Requests for Additional Information.

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2. DEFINITIONS

Capitalized terms used in the Instructions to Bidders and not otherwise defined in this Article or elsewhere in these Instructions to Bidders shall have the meanings ascribed to them in the Definitions to the Contract. All references in the Instructions to Bidders to “Article”, “Section” or “paragraph” shall, unless specifically indicated otherwise, refer to an Article, Section or paragraph of these Instructions to Bidders.

- 2.1.1 **“Adjusted Bid Price”** has the meaning set out in the table in paragraph 10.4.1.
- 2.1.2 **“Bid”** means all documents and information submitted through and/or uploaded to the Portal by a Bidder in response to and in accordance with these Instructions to Bidders, together with the documents and information specified in Section 9.4 and Section 10.2, where applicable.
- 2.1.3 **“Bidder”** means a Prequalified Contractor that participates in this Bid Process, whether or not it submits a Bid. The term **“Bidder”** also includes a Prequalified Contractor prior to the submission of its Bid.
- 2.1.4 **“Bid Contract”** means the contract described in paragraph 1.4.1 for the evaluation of Bids and the execution of the Contract, if any.
- 2.1.5 **“Bid Coordinator”** is the person identified as such in paragraph 1.2.1(j).
- 2.1.6 **“Bid Documents”** means the documents listed in paragraph 3.2.1.
- 2.1.7 **“Bid Price”** has the meaning set out in paragraph 9.2.1.
- 2.1.8 **“Bid Process”** means the procurement process described in the Bid Documents which commences with the issuance of these Instructions to Proponents and ends on the earliest of the following:
 - (a) the date on which the Contract is signed;
 - (b) the date on which the Bid Process is cancelled;
 - (c) the day after the expiry of the Irrevocability Period.
- 2.1.9 **“Board”** means the Board of Trustees of the Owner.
- 2.1.10 **“Conflict of Interest”** has the meaning set out in paragraph 13.2.1.
- 2.1.11 **“Contract”** means the written agreement to be signed between the Owner and the successful Bidder, in the form of CCDC 2 – 2008 stipulated price contract, as amended by Supplementary Conditions.
- 2.1.12 **“Evaluation Score”** has the meaning set out in paragraph 10.4.1.
- 2.1.13 **“Irrevocability Period”** has the meaning set out in paragraph 1.2.1(f).
- 2.1.14 **“Local Time”** means the time measured and recorded on the Portal.
- 2.1.15 **“Mandatory Requirements”** means the mandatory requirements listed in paragraph 10.3.1.
- 2.1.16 **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.17 **“Owner”** means Simcoe County District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the Bid Process or not, and includes the Board.
- 2.1.18 **“Place of the Work”** has the meaning set out in paragraph 1.1.1.
- 2.1.19 **“Portal”** has the meaning set out in paragraph 3.1.1.
- 2.1.20 **“Prequalified Contractor”** has the meaning set out in paragraph 1.3.1.

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- 2.1.21 “**Question Deadline**” is the date identified as such in paragraph 1.2.1(c).
- 2.1.22 “**Reports**” has the meaning set out in paragraph 4.1.1.
- 2.1.23 “**Request for Additional Information**” has the meaning set out in paragraph 10.2.1.
- 2.1.24 “**Security Documents**” has the meaning set out in paragraph 9.3.1.
- 2.1.25 “**Submission Deadline**” is the date and time identified as such in paragraph 1.2.1(d).
- 2.1.26 “**Supplementary Conditions**” means the Supplementary Conditions for the CCDC 2 – 2008 stipulated price contract included on the Portal.
- 2.1.27 “**Work**” means the total construction and related services described in the Bid Documents.

3. BID DOCUMENTS

3.1 ACCESS TO THE BID DOCUMENTS

- 3.1.1 The Bid Documents will be made available to Bidders through the online digital bidding system established for this Bid Process on the website hosted by eSolutions Group Limited at “www.bidsandtenders.ca” (the “**Portal**”). The Portal will include all Bid Documents as well as Reports and other relevant notices, information and communications.
- 3.1.2 Each Bidder is solely responsible to ensure that it:
 - (a) registers with and obtains access to the Portal; and
 - (b) has the appropriate software to access, input, download and upload contents from and to the Portal; and
 - (c) visits and reviews the Portal as frequently as is necessary to ensure that it has the most current information, documents and addenda.

Bidders are solely responsible for visiting and checking the Portal for new content and the Owner accepts no responsibility for any Bidder lacking any documents or information posted to the Portal.
- 3.1.3 If there is a conflict or inconsistency between an electronic version of any document included or posted to the Portal and any other version of the same document, whether in electronic or paper form, the electronic version on the Portal shall govern.

3.2 THE BID DOCUMENTS

- 3.2.1 Bidders should ensure they have and/or have access to all of the documents listed below (collectively the “**Bid Documents**”). A Bid will be deemed to have been prepared on the basis of all Bid Documents issued and posted to the Portal prior to the Submission Deadline, and the Owner accepts no responsibility for any Bidder lacking or not being able to access any part of the Bid Documents.
 - (a) Instructions to Bidders (this document).
 - (b) Supplementary Conditions.
 - (c) Specifications prepared by the Consultants.
 - (d) Drawings prepared by the Consultants.
 - (e) Addenda, if any.

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- 3.2.2 Bidders should inform the Bid Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the Bid Documents.
- 3.2.3 The Bid Documents are made available only for the purpose of submitting Bids for the Work. Availability and/or use of the Bid Documents does not confer a license or grant for any other purpose.

4. BIDDERS' DUE DILIGENCE

- 4.1.1 In addition to the Bid Documents, the Portal may include the Owner's information, data and environmental, geotechnical or other reports prepared or obtained with respect to the Place of the Work (collectively the "**Reports**"). The Reports should not be considered a representation of the conditions of the entire Place of the Work and are provided for general information and guidance purposes only. The Owner does not guarantee the accuracy or completeness of the Reports nor assumes any responsibility for any interpretations or conclusions that Bidders may make or draw from the Reports.
- 4.1.2 Nothing in this Bid Process or in the Bid Documents or in the Reports is intended to relieve Bidders from undertaking their own research, investigations or other due diligence, or forming their own opinions and conclusions with respect to the Work, the Place of the Work, the Bid Documents, the Contract, and all other matters related to this Bid Process. The Owner (a) does not accept or assume any responsibility for any interpretations or conclusions that Bidders may make or draw from the Bid Documents or the Reports, (b) does not represent, warrant or guarantee that the Bid Documents or the Reports are complete, accurate or comprehensive or exhaustive, and (c) assumes no responsibility for the completeness or accuracy of the Bid Documents or the Reports, or anything else provided or made available by the Owner during this Bid Process.
- 4.1.3 No allowances will be made for additional costs and no claims will be entertained in connection with:
 - (a) conditions which could reasonably have been ascertained by the Bidders through investigation or other due diligence undertaken prior to the Submission Deadline; and/or
 - (b) Work which is required and which is reasonably inferable from the Bid Documents and/or the Reports as being necessary.

5. COMMUNICATIONS, QUESTIONS AND ADDENDA

5.1 COMMUNICATIONS

- 5.1.1 Except as may be permitted in the Bid Documents, Bidders are not to communicate with or otherwise contact the Owner regarding this Bid Process at any time before execution of the Contract, if any. A Bidder's failure to comply with this paragraph may result in the disqualification of the Bidder and the rejection of its Bid.
- 5.1.2 Except where provided otherwise in these Instructions to Bidders, all communications (including questions) with the Owner permitted by this Bid Process are to be in writing and are to be submitted online through the Portal.

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5.2 BIDDERS' QUESTIONS

5.2.1 Bidders are encouraged to ask questions or request clarification with respect to any part of this Bid Process or any Bid Documents which do not appear to be clear. Questions received by the Question Deadline will be reviewed and if the Owner believes that a response is warranted, it will include the question and its answer in an addendum. Questions received after the Question Deadline may not be considered and may not be answered, although the Owner reserves the discretion, but has no obligation, to consider and respond to questions received after the Question Deadline. In responding to questions the Owner may answer similar questions from different Bidders only once, may edit or rephrase the questions, and may ignore questions which, in the Owner's opinion, do not require a response. All questions must be submitted through the Portal.

5.3 ADDENDA

5.3.1 This Bid Process and the Bid Documents may be amended only by written addendum posted to the Portal. Answers, responses, clarifications, instructions or any other information provided by any other means, by any person, in whatever context or setting, will not in any way bind the Owner or amend this Bid Process or any Bid Documents, and are not to be relied upon by any Bidder, unless and until they are posted to the Portal in the form of an addendum.

5.3.2 Addenda will be posted on the Portal only and will not be sent or otherwise distributed to the Bidders. Bidders are solely responsible:

- (a) to visit and review the Portal for addenda, and the Owner shall not be responsible if any addenda are not obtained by a Bidder;
- (b) to ensure they have received and that their Bid incorporates all addenda issued and posted to the Portal before the Submission Deadline and takes into account all resulting costs.

Bidders will be required to confirm their Bid incorporates all addenda by so indicating in their Bid.

6. MANDATORY SITE MEETING

6.1 MANDATORY ATTENDANCE

6.1.1 The Owner has scheduled a mandatory site meeting at the location, date and time specified in paragraph 1.2.1(a). The purpose of the meeting is to review the Bid Process and to provide those in attendance an opportunity to ask questions and tour the Place of the Work.

6.1.2 Attendance at the site meeting is mandatory:

- (a) for Bidders;
- (b) Not used.

All persons attending the site meeting will be required to sign an attendance log to confirm their attendance.

6.2 CONSEQUENCES OF FAILING TO ATTEND THE MANDATORY SITE MEETING

6.2.1 Bids received from Bidders who fail to attend the mandatory site meeting, as determined from the attendance log, will not be considered.

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6.2.2 Where the Owner has required that prequalified Subcontractors attend the mandatory site meeting, as indicated in paragraph 6.1.2(b), then, Bids that fail to carry a prequalified Subcontractor that attended the mandatory site meeting, as determined from the attendance log, will not be considered.

6.3 INFORMATION OBTAINED AT THE MANDATORY SITE MEETING

6.3.1 Each Bidder acknowledges and agrees that:

- (a) notwithstanding the Owner may give answers and may provide information during the site meeting, such answers and information, whether in verbal or in written form, will not in any way bind the Owner or amend this Bid Process or any Bid Documents, and are not to be relied upon in any way by a Bidder, except and only to the extent expressly confirmed in an addendum;
- (b) anything said, written or done by the Owner or any other person, and any views or comments expressed in response to anything said or done during the site meeting, will not in any way bind the Owner or amend this Bid Process or any Bid Documents, and are not to be relied upon in any way by a Bidder except and only to the extent expressly confirmed in an addendum.

7. SITE INVESTIGATION BY BIDDERS

7.1.1 Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any investigations considered necessary by the Bidder to satisfy itself as to the existence and/or locations of utilities and underground services and all other existing conditions, circumstances and limitations affecting the Place of the Work, the Work, the Bid Documents, the Contract, and all other matters related to this Bid Process. The Bidders' obligations set out in this paragraph apply irrespective of the information contained in the Bid Documents or the Reports or that is made available to the Bidders during this Bid Process.

7.1.2 Bidders shall not undertake any investigation activities at the Place of the Work except as provided in this Article 7.

7.1.3 Bidders who would like an opportunity to undertake an investigation of the Place of the Work must submit an e-mail request to the Bid Coordinator. Such request must be received at least 2 business days before the Bidder's proposed date for the proposed investigation, provided that all investigations must be completed by the Question Deadline. The request must include:

- (a) the proposed date and time and alternate date and time for the proposed investigation;
- (b) the anticipated duration of the proposed investigation;
- (c) names, titles and contact information of who will be attending;
- (d) details of the proposed investigation, including who is proposed to carry out the investigation;
- (e) area(s) of the Place of the Work for which access is requested;
- (f) such other information as the Owner may reasonably require.

A Bidder's request will not be complete and an appointment for the investigation will not be scheduled until all of the required information has been provided.

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- 7.1.4 If the Owner approves a Bidder's request to investigate the Place of the Work, the Owner will issue a written notification of the date and time on which the Bidder may attend at the Place of the Work, as well as the investigation activity(ies) which the Bidder is authorized to undertake, and the duration of such activity(ies). A representative of the Owner may attend to monitor the Bidder's activities.
- 7.1.5 Bidders acknowledge that unforeseen circumstances may arise and the Owner may, in its sole discretion, cancel, reschedule and/or modify the Bidder's visit and/or investigation activities on short notice or no notice to the Bidder.
- 7.1.6 Each Bidder acknowledges and agrees:
- (a) that anything said, written or done by the Owner or its representatives, and any views or comments expressed in response to anything said or done during the investigation of the Place of the Work will not in any way bind the Owner or amend this Bid Process or any Bid Documents, and are not to be relied upon by any Bidder;
 - (b) to waive any and all right to contest, claim, complain, protest and/or dispute this Bid Process based on the fact that findings, information, results or data may have been obtained by another Bidder as a result of that Bidder's investigation of the Place of the Work, that were not obtained by, shared with, or provided to other Bidders.
- 7.1.7 Bidders shall, for their own forces and for their agents, consultants, contractors, subcontractors and all others attending at the Place of the Work with them or on their behalf:
- (a) assume overall responsibility for compliance with all aspects of the applicable workers' compensation and health and construction safety legislation and all related rules, regulations and practices, and shall ensure that appropriate occupational health and safety instruction and training are provided to all those attending the Place of the Work;
 - (b) perform only investigations authorized by the Owner;
 - (c) avoid disturbing and take all reasonable steps necessary to promote and maintain the safety of the occupants of the Place of the Work and any adjacent properties and the public in general;
 - (d) respect and comply with local regulations and the Owner's requirements regarding permitted work hours and noise levels;
 - (e) indemnify and save the Owner harmless from, and be responsible for, all claims, demands, losses, costs or damages related to or arising from any activities performed by the Bidder or anyone attending with or on behalf of the Bidder at the Place of the Work, whether or not authorized by the Bidder or the Owner.

8. DESIGNATED SUBSTANCES

- 8.1 Without limiting the obligations of the bidders set out in Article 5, where the Place of the Work is within or part of an existing building, bidders should note they may encounter designated substances such as lead, mercury, silica, asbestos-containing material ("ACM"), benzene, arsenic, etc. If applicable, a list of designated substances present at the Place of the Work has been provided to all bidders and, if ACM is included in the list of designated substances, a report has also been provided indicating the condition and location of any ACM that may be present at the Place of the Work (collectively the "OHS Reports").

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8.2 In carrying out the Work under the Contract, bidders shall ensure they do not handle, deal with, disturb or remove any designated substance whether identified in the OHS Reports or not, unless included in the Work required by the Bid Documents. Should a bidder determine, prior to the Closing Date, that the Work cannot be completed without handling, dealing with, disturbing or removing any designated substance identified in the OHS Reports (and the Work does not otherwise require the bidder to handle, deal with, disturb and/or remove such substance), it shall immediately notify the Owner and the Consultant in writing so that, if necessary, instructions and/or clarifications may be issued in the form of an addendum.

8.3 All information provided to or obtained by bidders in connection with this bid process, including all Reports, Data and the OHS Reports, are and shall remain the property of the Owner and must be treated as confidential whether or not a contract is awarded, and which confidentiality obligations shall survive termination of the bid process. Such information is not to be used for any purpose other than submitting a Bid.

9. INSTRUCTIONS FOR BID COMPLETION

9.1 BID COMPLETION

9.1.1 Bids which are completed and/or submitted by any means other than as set out in this Article 9 will not be considered.

9.1.2 Bidders shall:

- (a) provide, input, post and/or upload all requested information and shall fill in all spaces and blanks on the Portal, as provided in Section 9.2; and
- (b) submit the Security Documents described in Section 9.3 in accordance with and as provided in Section 9.4.

9.1.3 Bidders shall ensure all required information and documents are submitted through and uploaded / posted to the Portal BEFORE the Submission Deadline. Bidders who fail to do so before the Submission Deadline will be unable to submit their Bid.

9.2 INSTRUCTIONS

9.2.1 Bid Price. Bidders shall input in the space provided on the Portal the fixed, all-inclusive lump sum price for the Work (the "**Bid Price**"). The Bid Price shall exclude the Harmonized Sales Tax (HST) but shall include all other applicable taxes and duties.

9.2.2 Listing Subcontractors.

- (a) If required, Bidders shall input a list of the Subcontractors proposed to perform or supply an item of the Work identified on the Portal. Failure to do so may result in the Bid being declared non-compliant.
- (b) Where the Owner has prequalified one or more Subcontractors to perform or supply an identified item of the Work, Bidders shall select only a prequalified Subcontractor to perform or supply that item of Work. Failure to do so may result in the Bid being declared non-compliant.
- (c) Where the Owner has required that prequalified Subcontractors attend the mandatory site meeting, as indicated in paragraph 6.1.2(b), Bidders shall select and carry only a

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prequalified Subcontractor that attended the mandatory site meeting, as determined from the attendance log. Failure to do so will result in the Bid being declared non-compliant.

- (d) Where a Bidder lists “own forces” in place of a Subcontractor, the Bidder shall perform such item of the Work with its own forces. In such case the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder’s own forces for such item of the Work. If the Owner determines, acting reasonably, that the Bidder’s own forces are not qualified or experienced to perform such item of the Work, the Owner may declare the Bid non-compliant.

9.2.3 Unit, Separate, Itemized and Alternative Prices. If required, Bidders shall submit the following prices, all of which shall exclude the Harmonized Sales Tax (HST) but shall include all other applicable taxes and duties:

- (a) unit prices;
- (b) separate prices for work, if any, which is not included in the Bid Price and which the Owner may add for the amount(s) indicated;
- (c) itemized prices for Work, if any, which is included in the Bid Price and which the Owner may delete for the amount(s) indicated;
- (d) alternative prices for work, if any, which is not included in the Bid Price and which the Owner may substitute for Work which is included in the Bid Price for the amount(s) indicated.

The Owner reserves the right to accept or reject any or all unit, separate, itemized and alternative prices submitted, and such prices shall remain in effect for the duration of the Contract.

9.3 SECURITY DOCUMENTS

9.3.1 Each Bidder shall submit the form of bid security specified or permitted in paragraph 1.2.1(g), as further described in paragraph 9.3.2. Where applicable, Bidders shall also submit the agreement to bond / surety’s consent specified in paragraph 9.3.3 (the bid security and, where applicable, the agreement to bond / surety’s consent are collectively referred to as the “**Security Documents**”).

9.3.2 Bid Security.

The bid security specified in paragraph 1.2.1(g) is a digital bid bond, the digital bid bond shall be in the amount of 10% of the Bid Price in the form CCDC 220 – 2002 naming “Simcoe County District School Board” as obligee and issued by a surety licensed to conduct surety and insurance business in Canada. The bid bond shall remain valid for at least the duration of the Irrevocability Period. No other form of bid bond is acceptable.

The bid security of the successful Bidder will be retained by the Owner as compensation towards the damages the Owner will suffer should the successful Bidder fail to sign the Contract and/or fail to provide the specified performance security and/or otherwise breach the Bid Contract.

9.3.3 Agreement to Bond / Surety’s Consent. Each Bidder that submits bid security in the form of a digital bid bond shall also submit an agreement to bond or surety’s consent issued by the same surety that provides the digital bid bond, undertaking to provide a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Bid Price. The agreement to bond / surety’s consent shall remain valid for at least the duration of the Irrevocability Period.

9.3.4 Bidders shall include the costs of all Security Documents in their Bid Price.

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9.4 DELIVERY OF THE SECURITY DOCUMENTS

- 9.4.1 Each Bidder that intends to submit bid security in the form of a digital bid bond shall:
- (a) upload or post the digital bond described in paragraph 9.3.2(a) to the Portal; and
 - (b) upload or post to the Portal a scanned copy (in “pdf” format) of the agreement to bond or surety’s consent described in paragraph 9.3.3.
- 9.4.2 Not used.
- 9.4.3 Bids that do not comply with this Section 9.4 will be declared non-compliant.

9.5 BID IRREVOCABILITY

- 9.5.1 Each Bid shall be irrevocable and shall remain open for consideration by the Owner for the duration of the Irrevocability Period.

10. EVALUATING BIDS

10.1 GENERAL

- 10.1.1 Bids will be reviewed and evaluated by the Owner in private.
- 10.1.2 Notwithstanding anything else contained in the Bid Documents, the award of the Contract, if any, shall be subject to the approval of the Board, in its sole and unfettered discretion. Bidders shall have no claims whatsoever against the Owner or the Board arising out of the exercise of authority by the Board, and/or in the event the Owner, in its sole and unfettered discretion, and for any or no reason, decides not to award the Contract.

10.2 REQUESTS FOR ADDITIONAL INFORMATION

- 10.2.1 The Bid Coordinator, on behalf of the Owner, may contact any one or more Bidders to request clarification of any information or documents submitted as part of a Bid, or to request supplementary information (collectively, “**Request for Additional Information**”), without any obligation to make the same or any Request for Additional Information of any other Bidder. Notwithstanding the preceding sentence, the Owner has no obligation to make any Request for Additional Information.
- 10.2.2 Bidders shall respond to all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any response received will form an integral part of a Bidder’s Bid. If a Bidder fails to respond to a Request for Additional Information, its Bid will be considered and evaluated based solely on the original Bid contents submitted.
- 10.2.3 A Bidder’s response to a Request for Additional Information shall not be an opportunity for the Bidder to either correct errors or to change its Bid in any substantive manner. Subject to that, information, prices, rates and documents submitted in response to a Request for Additional Information shall form part of a Bidder’s Bid.

10.3 MANDATORY REQUIREMENTS

- 10.3.1 Subject to paragraph 10.3.2, only Bids which are submitted through the Portal before the Submission Deadline and which meet all of the mandatory requirements listed below (collectively,

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the “**Mandatory Requirements**”) on a “pass/fail” basis will be eligible for evaluation and award of the Contract:

- (a) the Bidder is a Prequalified Contractor; and
- (b) the Bidder attended the mandatory site meeting, as determined from the attendance log; and
- (c) where the Owner has required that prequalified Subcontractors attend the mandatory site meeting, as indicated in paragraph 6.1.2(b), the Bid includes prequalified Subcontractor(s) that attended the mandatory site meeting, as determined from the attendance log;
- (d) the Bid includes the specified Security Documents and complies with Section 9.4; and
- (e) the Bid substantially complies with the requirements of the Bid Documents. In this respect, the Owner reserves the right, in its sole and unfettered discretion, to waive minor errors and matters of non-compliance contained in a Bid.

10.3.2 If all Bids fail at least one of the Mandatory Requirements the Owner, in its sole discretion, may:

- (a) evaluate one or more Bids and proceed with the Bid Process and treat such Bid(s) as having met all of the Mandatory Requirements; and/or
- (b) negotiate a Contract for the whole or any part of the Work with any Bidder; and/or
- (c) take any action in accordance with paragraph 12.2.1.

10.4 EVALUATION

10.4.1 Only Bids which pass all of the Mandatory Criteria or that are selected in accordance with paragraph 10.3.2(a) will be awarded points based on criteria set out below. The points awarded to each Bid will be its “**Evaluation Score**”.

Evaluation Criteria	Points Available
Bid Price offered, as it may be adjusted by the amount of any separate, itemized and/or alternative price(s) which the Owner, in its discretion, decides to accept (“ Adjusted Bid Price ”). For certainty, where the Owner does not accept any separate, itemized or alternative prices, the Adjusted Bid Price will be the same as the Bid Price.	100
MAXIMUM POINTS AVAILABLE	100

10.4.2 A Bidder’s Evaluation Score will be calculated in accordance with the formula below:

- (a) the Bidder with the lowest Adjusted Bid Price will be awarded 100 points;
- (b) the points to be awarded to each of the other Bidders will be calculated as follows:

$$\frac{\text{lowest Adjusted Bid Price}}{\text{other Bidder's Adjusted Bid Price}} \times 100 = \text{points awarded}$$

10.4.3 If there is a tie in the Evaluation Score of two or more Bids, the tie will be broken by a coin toss or by the drawing of lots performed by the Owner in the presence of the tied Bidders.

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11. AWARD OF THE CONTRACT, DOCUMENTS TO BE DELIVERED, AND SIGNING THE CONTRACT

11.1 AWARD OF THE CONTRACT

11.1.1 Subject to receiving the approval of the Board, and subject to the other provisions of the Bid Documents, if the Owner decides to award the Contract it will issue an award letter to the Bidder that submitted the Bid which received the highest Evaluation Score.

11.2 DOCUMENTS TO BE DELIVERED

11.2.1 Within 10 business days of receiving an award letter from the Owner the successful Bidder shall deliver to the Owner:

- (a) where the Bidder submitted an agreement to bond / surety's consent, the Bidder shall deliver the performance bond and the labour and material payment bond described in the Bid Documents, the forms of such bonds to comply with the requirements of the Contract;
- (b) certified true copies of the insurance policies required by the Contract or certificates of insurance, at the option of the Owner;
- (c) the Bidder's current WSIB clearance certificate;
- (d) the Bidder's health and safety policy for the Work; and
- (e) a copy of the notice of project issued by the Ministry of Labour naming the Bidder as the "constructor" for the Work.

11.2.2 A Bidder's failure to comply with paragraph 11.2.1 will constitute a breach of the Bid Contract.

11.3 SIGNING THE CONTRACT

11.3.1 The successful Bidder shall sign the Contract and shall deliver the signed original to the Owner within 10 business days of the Bidder's receipt of the execution copy of the Contract. A Bidder's failure to comply with this paragraph will constitute a breach of the Bid Contract.

12. OWNER'S RIGHTS

12.1 GENERAL

12.1.1 In addition to any other express rights contained in the Bid Documents or any other rights which may be implied in the circumstances, the Owner reserves the right to exercise any or all or a combination of the rights described in this Article. The Owner shall not be liable for any costs, expenses or damages incurred or claimed by a Bidder resulting from the Owner's exercise of any of its rights.

12.1.2 A Bidder's submission or the Owner's evaluation of any Bid, even where only one Bid is submitted before the Submission Deadline and even where only one Bid meets all Mandatory Requirements, will not obligate the Owner to accept any Bid, award the Contract, or proceed further with this Bid Process.

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12.2 THE OWNER’S RIGHTS

12.2.1 The Owner may, in its sole discretion, and for any or no reason:

- (a) reject any or one or more or all Bids, even if only one Bid is received;
- (b) reject the whole or any part of any Bid;
- (c) accept the whole or any part of a Bid;
- (d) if only one Bid meets all of the Mandatory Requirements, elect to accept or reject all or any part of it;
- (e) cancel this Bid Process at any time before the award of the Contract;
- (f) cancel this Bid Process at any time before the award of the Contract and issue a new procurement process for work which is same or similar to the Work, with the same or different participants.

12.2.2 The Owner reserves the right to:

- (a) waive minor errors and matters of non-compliance contained in a Bid;
- (b) adjust an Evaluation Score or reject a Bid on the basis of information received in response to a Request for Additional Information;
- (c) disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the Owner, in its sole discretion, considers material;
- (d) where the Owner has accepted any separate, itemized and/or alternative price(s) offered by the Bidders, the Owner reserves the right to award the Contract to other than the Bidder with the lowest Bid Price.

13. GENERAL

13.1 PROHIBITION ON LOBBYING AND COLLUSION

13.1.1 Bidders and their directors, officers, employees, consultants, agents, advisors and other representatives are strictly prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this Bid Process. Without limiting the generality of the foregoing, and except as provided in the Bid Documents, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Owner or the Board in connection with this Bid Process, including for the purpose of:

- (a) commenting on, or attempting to influence the views on, the merits of the Bidder’s Bid, or in relation to the Bids of other Bidders;
- (b) influencing or attempting to influence the evaluation of the Bids;
- (c) promoting the Bidder or its interests, including in preference to that of other Bidders;
- (d) commenting on or criticizing aspects of this Bid Process, the Bid Documents, the Work, or the Contract, including in a manner which may give the Bidder a competitive or other advantage over other Bidders;
- (e) criticizing other Bidders or the Bids of other Bidders.

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13.1.2 Bidders and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from communicating with or attempting to contact or communicate with, directly or indirectly and in any manner whatsoever, any information whatsoever regarding the preparation of a Bid to any other Bidder.

13.1.3 Failure of a Bidder to comply with this Section may result in the disqualification of the Bidder and the rejection of its Bid.

13.2 CONFLICT OF INTEREST

13.2.1 Bidders shall disclose all perceived, potential and actual Conflicts of Interest. For the purposes of this Bid Process, “**Conflict of Interest**” includes:

- (a) any situation or circumstances where, in relation to this Bid Process, the Work, and/or the Contract, the Bidder’s other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Owner or the Board;
- (b) any situation or circumstances where any person employed by the Owner in any capacity:
 - (i) has a direct or indirect financial or other interest in any Bidder;
 - (ii) is an employee or a consultant to or under contract to any Bidder;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Bidder;
 - (iv) has an ownership interest in or is an officer or director or partner of any Bidder.

13.2.2 If a Bidder discovers, before or after the Submission Deadline, any perceived, potential or actual Conflict of Interest, the Bidder shall immediately send a written statement to the Bid Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The Owner will review the Bidder’s written statement and proposal and, without limiting the generality of Article 12, the Owner may, in its sole discretion:

- (a) disqualify the Bidder from participating in this Bid Process and reject its Bid;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions as the Owner, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

13.2.3 Failure of a Bidder to comply with this Section may result in the disqualification of the Bidder and the rejection of its Bid.

13.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA

13.3.1 All information provided by or obtained from the Owner in connection with this Bid Process, the Work, and/or the Contract, including all Reports, is and shall remain the property of the Owner and must be treated as confidential, and such confidentiality obligations shall survive the Bid Process. Such information is not to be used for any purpose other than responding to this Bid Process and, upon conclusion of this Bid Process, if requested by the Owner, Bidders shall return all such information.

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13.3.2 Bidders acknowledge that the contents of their Bids will be disclosed within the Owner's organization and/or to the Owner's consultants and advisors. The Owner will use reasonable efforts to protect sensitive and confidential information provided by the Bidders, however, the Owner shall not be liable in any way whatsoever if such information, or any part of it, is disclosed, even if the Owner, its consultants, advisors, staff or any other person associated with them may have been negligent with respect to such disclosure. By submitting a Bid each Bidder agrees to such disclosure and releases the Bid Coordinator and the Owner from any liability for the same.

13.3.3 The Owner may be required to disclose parts or all of a Bid pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of such legislation, the Owner will use reasonable efforts to safeguard the confidentiality of any information identified by a Bidder as confidential, however, the Owner shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under such legislation or any other applicable law. By submitting a Bid each Bidder agrees to such disclosure and releases the Bid Coordinator and the Owner from any liability for the same.

13.4 DEBRIEFING

13.4.1 Following the conclusion of this Bid Process, and provided the Contract has been signed, the Owner will offer separate debriefings to unsuccessful Bidders, but only if requested in accordance with paragraph 13.4.2. Debriefings will be held in person or by telephone conference call, at the Owner's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the Owner.

13.4.2 If an unsuccessful Bidder desires a debriefing it shall submit a written e-mail request to the Bid Coordinator within sixty (60) days after the expiry of the Irrevocability Period, failing which no debriefing will be provided.

13.4.3 Evaluations and scoring of Bids are confidential and during a debriefing the Owner will not provide critiques or discuss the scores or the merits of any Bid other than the Bid submitted by the Bidder that requested the debriefing.

13.5 PUBLIC STATEMENTS

13.5.1 Bidders shall not publish, issue, advertise, distribute or make any statements, postings, blogs or releases, electronic or otherwise, concerning their or any other Bid, the Bid Process, the Contract, the evaluation of Bids, or the award of the Contract, without the Owner's prior express written consent. A Bidder's failure to comply with this paragraph may result in the disqualification of the Bidder and the rejection of its Bid.

13.6 AWARD DOES NOT CONSTITUTE ENDORSEMENT

13.6.1 The Owner's award of the Contract, if any, does not constitute a general endorsement of the successful Bidder's work or services.

13.7 LIMIT OF LIABILITY

13.7.1 Each Bidder agrees that the liability of the Owner to any Bidder and the aggregate amount of damages recoverable against the Owner for any and all claims relating to or arising from this Bid Process including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or

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- (b) claims arising from a breach of the Bid Contract or any other contractual or other relationship or obligation that may arise as a result of a Bidder's participation in this Bid Process and/or submission of a Bid,

shall be limited to the Bidder's reasonable demonstrated costs of preparing its Bid.

13.8 DISPUTES

13.8.1 If a dispute arises in connection with this Bid Process including, without limitation, a dispute concerning the existence of the Bid Contract or a breach of the Bid Contract, or a dispute as to whether a Bid meets the Mandatory Requirements, the parties to the dispute agree:

- (a) to use their best efforts to resolve the dispute through amicable and good faith negotiations for a period of at least fifteen (15) days, having such written and oral communications and meetings as appropriate;
- (b) if the dispute is not resolved through negotiations the Owner, in its unqualified subjective discretion, may refer the dispute to confidential final binding arbitration before a single arbitrator, selected by the Owner, to be held at Barrie, Ontario pursuant to the *Arbitration Act, 1991* (Ontario), as amended. If the Owner refers the dispute to arbitration, each Bidder agrees that it is bound to arbitrate such dispute. Unless the Owner refers such dispute to arbitration, there shall be no arbitration of such dispute.

13.8.2 The Owner may give notice of a dispute to one or more Bidders, each of whom shall be a party to and shall be entitled to participate in the negotiation and/or arbitration, as the case may be and, in the case of arbitration, each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.

13.8.3 If the Owner refers a dispute to arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties to the arbitration further agree that the arbitrator's award shall be final and binding and shall not be subject to appeal. The costs of the arbitrator and the venue shall be shared equally among the parties to the arbitration.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS AMENDMENTS TO CCDC 2 – 2008 STIPULATED PRICE CONTRACT

These Supplementary Conditions modify, delete and/or add to the Agreement between Owner and Contractor, the Definitions and the General Conditions of the Stipulated Price Contract, Standard Construction Document CCDC 2 – 2008.

Where any article or paragraph in the CCDC 2 – 2008 document is supplemented by one of the following, the provisions of such article or paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article or paragraph in the CCDC 2 – 2008 document is amended, deleted, or superseded by any of the following, the provisions of such article or paragraph not so amended, deleted or superseded shall remain in effect.

The CCDC 2 – 2008 document is amended as follows:

SC1. AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1.1 ARTICLE A-5 PAYMENT

1.1.1 Amend paragraph 5.3.1 as follows:

- (a) Delete “2%” and replace it with “0%” in paragraph 5.3.1(1); and
- (b) Delete “4%” and replace it with “2%” in paragraph 5.3.1(2).

SC1.2 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

1.2.1 Amend paragraph 6.1 by deleting the words “or other form of electronic communication” in the second and seventh lines.

SC1.3 ARTICLE A-9 TIME IS OF THE ESSENCE

1.3.1 Add a new Article A-9 as follows:

“ARTICLE A-9 TIME IS OF THE ESSENCE

- 9.1 The Contractor represents and warrants that it will attain Substantial Performance of the Work by the date stipulated in paragraph 1.3 of Article A-1 – THE WORK and acknowledges that it has been advised by the Owner that it is critical to the Owner that Substantial Performance of the Work is attained by such date. The Contractor agrees that time shall be of the essence in the performance of the Contractor’s obligations under this Contract.”

SC2. DEFINITIONS

SC2.1 Definitions

2.1.1 Amend Definition 4, “Consultant”, by adding the following to the end of that definition:

“For purposes of this Contract, the terms “Consultant”, “Architect” and “Engineer”, wherever used in the Contract Documents, shall be considered synonymous

2.1.2 Amend Definition 6, “Contract Documents”, by adding the words “in writing” after the word “upon” in the second line.

2.1.3 Amend Definition 12, “Owner”, by adding the following to the end of that Definition:

“For purposes of the Contract, the terms “Owner”, “SCDSB” and the “Board” shall be considered synonymous.”

2.1.4 Amend Definition 16, “Provide”, by adding the following to the end of that Definition:

“Provide has this meaning whether or not the first letter is capitalized.”

SUPPLEMENTARY CONDITIONS AMENDMENTS TO CCDC 2 – 2008 STIPULATED PRICE CONTRACT

2.1.5 Add the following new Definitions:

27. Act

Act means the Construction Act (Ontario), as amended.

28. As-Built Drawings

As-Built Drawings means drawings prepared by the Contractor by marking on a copy of the Drawings the changes from the Drawings which occur during the course of the Work including, but not limited to, the exact location of major building components and structures that were shown generally on the Drawings. For certainty, As-Built Drawings shall be in computer-aided design (CAD) format, as well as in paper copy and PDF formats.

29. Construction Schedule

Construction Schedule means the schedule for the performance of the Work provided by the Contractor pursuant to GC 3.5 – CONSTRUCTION SCHEDULE, including any amendments to the Construction Schedule made pursuant to the Contract Documents.

30. Environmental Programs

Environmental Programs means the environmental plans, programs, procedures and requirements of the Owner. The Environmental Programs include Owner's asbestos control program, its mould program and a program for controlling and handling designated substances.

31. Install

Install means install and connect. Install has this meaning whether or not the first letter is capitalized.

32. Labour Dispute

Labour Dispute means any lawful or unlawful labour problems, work stoppage, labour disruption, strike, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractor's association of which the Contractor is a member or to which the Contractor is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy which does, or might, affect the Work.

33. OHSA

OHSA means the Occupational Health and Safety Act (Ontario), as amended, and all rules and regulations made thereunder.

34. Proper Invoice

Proper Invoice means an application for payment delivered by the Contractor to the Owner that fully complies with the requirements of GC 5.1A – PROPER INVOICE FOR PROGRESS PAYMENT and GC 5.6A – PROPER INVOICE FOR FINAL PAYMENT, as the case may be.

35. WSIB

WSIB means the Ontario Workplace Safety & Insurance Board.”

SC3. GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

SC3.1 GC 1.1 CONTRACT DOCUMENTS

3.1.1 Amend paragraph 1.1.1 by adding the following to the end of that paragraph:

“If the Contractor finds discrepancies in, or omissions from, or has any doubt about the meaning or intent of any of the Contract Documents, the Contractor shall at once notify the Consultant.”

3.1.2 Amend paragraph 1.1.3 by adding the following to the end of that paragraph:

“The intent of the Contract Documents is to include all labour, Products, materials, Construction Equipment and services necessary or normally considered necessary for the performance of the Work in accordance with the Contract Documents. Any item of Work mentioned in the Contract Documents

SUPPLEMENTARY CONDITIONS AMENDMENTS TO CCDC 2 – 2008 STIPULATED PRICE CONTRACT

or reasonably inferable from the Contract Documents but not otherwise shown or described shall be provided by the Contractor as if shown or otherwise described or inferable. Any items omitted from the Contract Documents which are reasonably necessary or inferable for the completion of the Work, or related work, shall be considered a portion of the Work and included in the scope of Work to be performed under this Contract.”

3.1.3 Amend paragraph 1.1.6 by adding new paragraphs 1.1.6.1 and 1.1.6.2 as follows:

“1.1.6.1 The Specifications shall be read as a whole and are the minimum construction requirements. Neither the organization nor the division of the Specifications nor anything else contained in the Contract Documents will be construed to place responsibility on the Consultant to settle disputes among the Subcontractors and Suppliers in respect to such organization or division.

1.1.6.2 The Drawings are, in part, diagrammatic and are intended to convey the scope of the Work and indicate elevations and general and approximate locations, arrangement and sizes of fixtures, equipment, outlets, utilities and underground services. The Contractor shall obtain more accurate information and shall satisfy itself as to the conditions of the pre-grade elevations and the locations, arrangement and sizes of fixtures, equipment, outlets, utilities and underground services from study and coordination of the Drawings, including Shop Drawings, and shall satisfy itself and become familiar with conditions and spaces affecting these matters before proceeding with the Work. Where site conditions require reasonable minor changes in indicated locations and arrangements, the Contractor shall make such changes at no additional cost to the Owner. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the Contractor shall include such relocation in the Work. The Contractor shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible.”

3.1.4 Amend paragraph 1.1.7 as follows:

(a) amend paragraph 1.1.7.1 by changing the order of the first four bullet points so that, as reordered, the bullet points read as follows:

“1.1.7.1 the order of priority of documents, from highest to lowest, shall be

- Supplementary Conditions,
- the Agreement between the Owner and the Contractor,
- the Definitions,
- the General Conditions”

(b) add to the end of paragraph 1.1.7 the following:

“Notwithstanding the foregoing, if there is a conflict or discrepancy between Drawings or between Drawings and Specifications or any other Contract Documents in relation to the Products to be supplied or the amount of labour or materials required to complete a particular item of Work, the Contractor shall supply and shall include in the Work the Products, labour and materials which would provide the greatest benefit to the Owner, as determined by the Owner.”

3.1.5 Delete paragraph 1.1.8 and replace it with the following:

“1.1.8 The Owner shall provide the Contractor, without charge, 6 copies of the Contract Documents. Additional copies of the Contract Documents may be obtained from the Consultant at a reasonable cost.”

SC3.2 GC 1.3 RIGHTS AND REMEDIES

3.2.1 Add a new paragraph 1.3.3 as follows:

“1.3.3 To be effective, a waiver of a right, remedy, duty or obligation under this Contract must be expressly written by an authorized representative of the party. For greater certainty, actions of the Owner which shall not constitute a waiver include, but are not limited to, the following:

- .1 making partial payments to the Contractor;

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- .2 any partial or entire use or occupancy of the Project by the Owner;
- .3 final acceptance of the Work by the Owner;
- .4 failure of the Owner or its representatives to object to known defects;
- .5 specifying a list of defects will not be held a waiver of defects not listed.”

SC3.3 GC 2.2 ROLE OF THE CONSULTANT

3.3.1 Amend paragraph 2.2.7 by deleting the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER” from the beginning of the paragraph.

3.3.2 Amend paragraph 2.2.13 by adding the following to the end of that paragraph:

“If, in the opinion of the Contractor, a Supplemental Instruction involves an adjustment to the Contract Price or the Contract Time, the Contractor shall, within five (5) Working Days of receipt of the Supplemental Instruction, provide the Consultant with a written notice to that effect and shall await further instructions. The Contractor’s failure to provide such written notification within the time stipulated in this paragraph shall be deemed an acceptance of the Supplemental Instruction by the Contractor without adjustment to the Contract Price or Contract Time. Without limiting the generality of the foregoing, every item on the Drawings shall be deemed to be included within the scope of the Work, unless noted ‘not in contract’.”

3.3.1 Add a new paragraph 2.2.19 as follows:

“2.2.19 Neither the Contractor nor any Subcontractor or Supplier shall have any claim against the Consultant as a result of the performance or non-performance of the Consultant’s services. The Contractor shall include this provision in any contracts it makes with its Subcontractors and Suppliers, and shall require such Subcontractors and Suppliers to include the same term in their contracts with their subcontractors and suppliers.”

SC3.4 GC 2.3 REVIEW AND INSPECTION OF THE WORK

3.4.1 Amend paragraph 2.3.5 by adding the following to the end of the second sentence:

“, and there shall be no extensions of the Contract Time resulting from any delay caused by such examination and correction.”

SC3.5 GC 2.4 DEFECTIVE WORK

3.5.1 Add new paragraphs 2.4.1.1 and 2.4.1.2 as follows:

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

2.4.1.2 The Contractor shall prioritize the correction of any defective Work or deficiencies identified as priorities by the Owner or the Consultant.”

SC3.6 GC 3.0 PRE-CONSTRUCTION SUBMITTALS

3.6.1 Add a new GC 3.0 as follows:

“GC 3.0 PRE-CONSTRUCTION SUBMITTALS

3.0.1 Prior to site mobilization, the Contractor shall submit to the Owner:

- .1 a current WSIB clearance certificate;
- .2 certified true copies of the Contractor’s insurance policies having application to the Project or certificates of insurance, at the option of the Owner;
- .3 the bonds described in GC 11.2 – CONTRACT SECURITY;

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- .4 documentation of the Contractor's in-house safety program to be implemented for the Project;
- .5 a copy of the Notice of Project filed with the appropriate Ministry naming the Contractor as "constructor" under the OHS/A; and
- .6 the Construction Schedule referred to in paragraph 3.5.1.1 of GC 3.5 – CONSTRUCTION SCHEDULE."

SC3.7 GC 3.1 CONTROL OF THE WORK

3.7.1 Add new paragraphs 3.1.3 to 3.1.6 as follows:

- "3.1.3 Notwithstanding paragraphs 3.1.1 and 3.1.2, the Contractor agrees that it shall fully incorporate and comply with all policies and procedures of the Owner which are relevant to any activity to be performed under the Contract. The Contractor shall inquire from the Owner if such policies or procedures exist and the Owner agrees that it will use reasonable efforts to communicate to the Contractor all relevant policies or procedures.
- 3.1.4 Prior to commencing fabrication and construction activities, the Contractor shall verify 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 shall obtain written instructions from the Consultant before proceeding with any part of the affected Work.
- 3.1.5 The Contractor shall be entirely responsible for the proper laying out of the whole of the Work. The Contractor shall employ an experienced and licensed land surveyor to establish and check grades, benchmarks, references, elevations, points and lines as from time to time may be required for the purposes of the Work, or layout of same, and the Contractor shall at every appropriate stage of the Work take all proper steps to have all proper checks and surveys made so as to ensure that the Work and all components thereof will be wholly within the boundaries of the Project site and in the exact position (or respective positions) established for such Work, and shall assume full responsibility for the correctness of all such lines, levels and measurements.
- 3.1.6 The Contractor shall perform the Work in accordance with modern practice and shall employ only good workmanship in accordance with the Contract Documents, applicable laws, ordinances, rules, regulations, or codes relating to the performance of the Work. Without limiting the generality of the foregoing, the Contractor is responsible for the coordination of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between Subcontractors, or between any of the Subcontractors and the Contractor as to where the Work of one begins or ends with relation to the Work of the other."

SC3.8 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.8.1 Delete paragraphs 3.2.2.1 and 3.2.2.2.

3.8.2 Amend paragraph 3.2.3.2 by deleting the semi-colon towards the end of that paragraph and adding the following after the words "schedules and":

"co-ordinate and schedule the activities and work of other contractors and Owner's own forces with the Work of the Contractor and connect as specified or shown in the Contract Documents;"

3.8.3 Amend paragraph 3.2.3.3 by adding the following to the end of that paragraph:

"Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies in the work of other contractors or Owner's own forces except those deficiencies not then reasonably discoverable."

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3.8.4 Add a new paragraph 3.2.3.4 as follows:

“3.2.3.4 assume overall responsibility for compliance with all aspects of the applicable health and construction safety legislation at the Place of the Work, including all the responsibilities of the “constructor” under the OHSA.”

3.8.5 Add a new paragraph 3.2.7 as follows:

“3.2.7 If the Contractor is of the view that the work of other contractors or the work of the Owner’s own forces will compromise, void or nullify any of the warranties to be provided pursuant to this Contract, the Contractor shall forthwith give Notice in Writing to the Owner as soon as reasonably possible and shall include in such notice the reasons why, in the Contractor’s view, a warranty or warranties will be compromised, voided or nullified, together with the Contractor’s recommendations for avoiding such result.”

SC3.9 GC 3.4 DOCUMENT REVIEW

3.9.1 Amend paragraph 3.4.1 by deleting the second and third sentences of that paragraph and replacing them with the following:

“Such review by the Contractor shall meet the standard of care described in GC 3.14 – STANDARD OF CARE. Except for the obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or the Consultant for the accuracy of the Contract Documents. Provided it has exercised the degree of care and skill described in this paragraph, the Contractor shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor did not discover.”

3.9.2 Add new paragraphs 3.4.2 and 3.4.3 as follows:

“3.4.2 Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the Drawings or in the Specifications to labour and/or Products that are required or normally recognized within respective trade practices as being necessary for the complete execution of the Work.

3.4.3 If the Contractor finds discrepancies in and/or omissions from the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor must immediately notify the Consultant, who will provide written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.”

SC3.10 GC 3.5 CONSTRUCTION SCHEDULE

3.10.1 Delete paragraph 3.5.1 and replace it with the following:

“3.5.1 The Contractor shall:

.1 within ten (10) Working Days of signing this Contract submit to the Owner, for the Owner’s approval, a Construction Schedule that indicates the timing of major activities and critical milestone dates for the Project, demonstrating that the Work will be performed in conformity with the Contract Time. Such schedule:

- (A) shall be provided in editable electronic format approved by the Owner and shall include and show all logic links between activities; and
- (B) shall be prepared in collaboration with, and supported by, the Subcontractors and Suppliers whose activities affect the critical path of the Work, and
- (C) shall include and make provision for statutory holidays, the rectification of defects and deficiencies, and all warranty obligations, and
- (D) shall provide sufficient detail of the critical events and their inter-relationship and shall include a baseline schedule indicating the critical path for the Project; and

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- .2 provide the expertise and resources, including manpower and Construction Equipment, as are necessary to maintain progress under the Construction Schedule or any successor or revised schedule approved by the Owner; and
- .3 monitor the progress of the Work relative to the Construction Schedule or any successor or revised schedule approved by the Owner and update the Construction Schedule on a monthly basis or at such other interval as instructed by the Owner and/or the Consultant; and
- .4 advise the Consultant and the Owner in writing of any variation from the baseline or slippage in the Construction Schedule within 24 hours of such variation or slippage becoming apparent; and
- .5 at each site meeting, provide (in writing or verbally to be recorded in minutes) to the Owner and the Consultant a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.”

3.10.2 Add new paragraphs 3.5.2, 3.5.3 and 3.5.4 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 the Construction Schedule or any other schedule or is likely to fall behind schedule, or if the Contractor has so advised the Consultant pursuant to paragraph 3.5.1.3, the Contractor shall take appropriate steps, at the Contractor’s own expense, to cause the actual progress of the Work to conform to the Construction Schedule and shall produce and present to the Owner and the Consultant, for review and approval, a recovery plan demonstrating how the Contractor will achieve the recovery of the Construction Schedule.
- 3.5.3 If after applying the expertise and resources required under paragraphs 3.5.1.2 and 3.5.2 the Contractor forms the opinion that the slippage in the Construction Schedule or any other schedule cannot be recovered by the Contractor, it shall give Notice in Writing to the Consultant and the Owner if the Contractor intends to apply for an extension of Contract Time.
- 3.5.4 Without limiting the other obligations of the Contractor under GC 3.5, the Contractor shall not amend the Construction Schedule without the prior written consent of the Owner.”

SC3.11 GC 3.6 SUPERVISION

3.11.1 Amend paragraph 3.6.1 by adding the following to the end of that paragraph:

“, and upon the Contractor obtaining the Owner’s prior written consent, which consent will not be unreasonably withheld.”

SC3.12 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.12.1 Add new paragraph 3.7.1.4 as follows:

“3.7.1.4 ensure that all Subcontractors and Suppliers, and anyone employed or engaged by them directly or indirectly, have the qualifications, technical skills, levels of experience and knowledge required (including with respect to all applicable health and construction safety rules and regulations), and all applicable permits, licenses and approvals necessary, to discharge the work to be performed by them in accordance with the terms of the Contract.”

3.12.2 Amend paragraph 3.7.2 as follows:

- (a) by deleting the words “before signing the Contract” in the third line of that paragraph; and
- (b) by adding the following to the end of that paragraph:

“The Contractor agrees not to change Subcontractors without the prior written consent of the Owner, which consent will not be unreasonably withheld.”

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- 3.12.3 Amend paragraph 3.7.3 by deleting the words “before the Owner has signed the Contract” in the first line of that paragraph.
- 3.12.4 Add a new paragraph 3.7.7 as follows:
- “3.7.7 Notwithstanding paragraph 3.7.5, the Owner may assign to the Contractor and the Contractor shall accept the assignment of any contract procured by the Owner for Work or Products required on the Project that has been pre-tendered or pre-negotiated by or on behalf of the Owner.”

SC3.13 GC 3.8 LABOUR AND PRODUCTS

- 3.13.1 Amend paragraph 3.8.1 by adding the following sentence to the end of that paragraph:
- “The Contractor represents and warrants that the Products provided in accordance with the Contract Documents are not subject to any conditional sales contracts and are not subject to any security rights claimed or obtained by any third party which may subject any of the Products to seizure and/or removal from the Place of the Work.”
- 3.13.2 Delete paragraph 3.8.2 and replace it with the following:
- “3.8.2 Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code and all governmental authorities having jurisdiction at the Place of the Work, unless otherwise specified. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant. Products brought on to the Place of the Work by the Contractor shall be deemed to be the property of the Owner, but the Owner shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever, and such Products shall be brought to the Place of the Work at the sole risk of the Contractor”
- 3.13.3 Amend paragraph 3.8.3 by adding the words “, agents, Subcontractors and Suppliers” after the word “employees” toward the end of the first line.
- 3.13.4 Add new paragraphs 3.8.4 to 3.8.8 as follows:
- “3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant.
- 3.8.5 The Contractor shall cooperate with the Owner and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the Work, including cooperation to attempt to avoid work stoppages, trade union jurisdictional disputes, and other Labour Disputes. The Contractor shall not, and shall ensure that its Subcontractors and Suppliers do not, employ any persons on the Project whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the Work. Any costs arising from Labour Disputes as a result of the employment of any such person by the Contractor, its Subcontractors or Suppliers, shall be the sole expense of the Contractor.
- 3.8.6 Without in any way limiting the Contractor’s obligations under this Contract, the Contractor shall prepare and implement job site rules more particularly described in the Contract Documents. If no job site rules are described in the Contract Documents, the Contractor shall draft job site rules for the review and approval of the Owner. Such job site rules shall be consistent with the Contractor’s duties and obligations under the OHSA, and shall include provisions making smoking and the consumption of alcohol or non-prescription drugs on the Project the subject of discipline proceedings and/or termination of employment.
- 3.8.7 The Owner, acting reasonably, shall have the right to order the Contractor to remove from the Project, without cost to the Owner, any representative or employee of the Contractor or any

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representative or employee of any Subcontractor or Supplier who, in the opinion of the Owner, is a detriment to the Project. Immediately upon receipt of the Owner's order, the Contractor shall make arrangements to appoint a replacement representative or employee acceptable to the Owner.

- 3.8.8 Where the Work is being performed at or near an existing school during the school year, the Contractor shall, upon the Owner's request, provide to the Owner clear criminal background checks for all of the Contractor's employees who will be providing work or services at the Place of the Work, and the Contractor shall require its Subcontractors and Suppliers to provide clear criminal background checks for any of their employees who will be providing work or services at the Place of the Work. The Owner shall have the unfettered and absolute right and discretion to order the Contractor to remove from the Project and replace, without cost to the Owner, any individual who is unable to comply with this paragraph."

SC3.14 GC 3.9 DOCUMENTS AT THE SITE

- 3.14.1 Delete paragraph 3.9.1 and replace it with the following:

"3.9.1 The Contractor shall keep one copy of the current Contract Documents, As-Built Drawings, Supplemental Instructions, contemplated change orders, Change Orders, Change Directives, cash allowance disbursement authorizations, reviewed Shop Drawings, Submittals, reports and records of meetings at the Place of the Work, in good order and available to the Owner and Consultant."

SC3.15 GC 3.10 SHOP DRAWINGS

- 3.15.1 Delete paragraph 3.10.3 in its entirety and replace it with the following:

"3.10.3 The Contractor shall prepare a Shop Drawing schedule acceptable to the Owner and the Consultant prior to the first application for payment. A draft of the proposed Shop Drawing schedule shall be submitted by the Contractor to the Consultant and the Owner for approval. The draft Shop Drawing schedule shall clearly indicate the phasing of Shop Drawing submissions."

- 3.15.2 Add new paragraphs 3.10.13 to 3.10.16 as follows:

- "3.10.13 Reviewed Shop Drawings shall not authorize a change in the Contract Price and/or the Contract Time.
- 3.10.14 The Contractor shall not use the term "by others" on Shop Drawings or other submittals, but shall identify the responsible trade, Subcontractor or Supplier where such work is within the scope of the Work.
- 3.10.15 Where Specifications require the Shop Drawings to bear the seal and signature of a professional engineer, such professional engineer shall be registered in the jurisdiction of the Place of the Work and shall have expertise in the area of practice reflected in the Shop Drawings.
- 3.10.16 The Owner's approval of Shop Drawings will be an approval of general detail and arrangement only. The Owner's approval shall not relieve the Contractor from its responsibility for deviations from the Contract Documents, unless the Contractor in writing has notified the Owner of such deviations at the time of submission of the Shop Drawings and the Owner has given written approval to the specific deviations. The Owner's approval also shall not relieve the Contractor from responsibility for defective Work resulting from errors or omissions of any kind on the approved Shop Drawings and shall not constitute authorization to the Contractor to perform additional Work or changed Work. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes, or techniques of construction and installation."

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SC3.16 GC 3.11 USE OF THE WORK

3.16.1 Add new paragraphs 3.11.3 and 3.11.4:

- “3.11.3 The Owner or its contractors shall have the right to enter or occupy the Place of the Work, in whole or part, and whether partially or entirely completed, for the purpose of installing, testing or storing fixtures, equipment or machinery before the issuance of a final certificate for payment if such entry and occupancy does not materially interfere with the Contractor in the performance and completion of this Contract within the Contract Time. Such entry or occupancy shall not be considered as acceptance of the Work, in whole or in part, nor shall it relieve the Contractor of its responsibility to complete the Contract.
- 3.11.4 The Owner reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the Project, even though Substantial Performance of the Work may not have been attained, provided that such taking of possession and use will not interfere, in any material way, with the progress of the Work. The taking of possession or use of any such portion of the Project shall not be deemed to be the Owner’s acknowledgement or acceptance of the Work or the Project, nor shall it entitle the Contractor to an adjustment in the Contract Time or Contract Price, nor shall it relieve the Contractor of any of its obligations under the Contract, including the Contractor’s designation and obligations as “constructor” under OHSAA, and the Contractor’s obligations respecting construction health and safety shall continue to apply notwithstanding such taking of possession and use.”

SC3.17 GC 3.13 CLEANUP

3.17.1 Amend paragraph 3.13.1 by adding the following to the end of that paragraph:

“The Contractor shall ensure the Place of the Work is cleaned and left in a tidy condition on a daily basis. In the event that the Contractor fails to remove waste and debris as provided in this GC 3.13, then, the Owner or the Consultant may give the Contractor twenty-four (24) hours’ written notice to meet its obligations respecting clean up. Should the Contractor fail to meet its obligations pursuant to this GC 3.13 within the twenty-four (24) hour period next following delivery of the notice, the Owner may remove such waste and debris and deduct from payments otherwise due to the Contractor the Owner’s costs for such clean up, including a reasonable mark-up for administration.”

SC3.18 GC 3.14 STANDARD OF CARE

3.18.1 Add new GC 3.14 as follows:

“GC 3.14 STANDARD OF CARE

- 3.14.1 In performing this Contract the Contractor shall exercise a standard of care, skill and diligence that would normally be exercised 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 care, skill and diligence in respect of any Products, Subcontractors, Suppliers, personnel, or procedures which it may recommend to the Owner or employ on the Project.
- 3.14.2 The Contractor 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 its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform this Contract.
- 3.14.3 The Contractor shall perform the Work so as to avoid disturbing the occupants of the Place of the Work and any adjacent structures or the public in general, and shall perform the Work in the least intrusive manner possible and shall respect and comply with local regulations and

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requirements regarding permitted work hours, noise levels and work conditions. The Contractor, without in any way limiting its responsibilities under this Contract, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise, to avoid conditions likely to propagate mould or fungus of any kind, and shall take all other steps reasonably necessary to promote and maintain the safety and comfort of the occupants of the Place of the Work and any adjacent structures and the public in general, and/or to maintain access to and the operation of the same. Without Owner's prior approval, the Contractor shall not permit any personnel, workers or Subcontractors to use any existing facilities including, without limitation, elevators, lavatories, toilets, entrances and parking areas other than those designated by the Owner."

SC3.19 GC 3.15 CONTRACTOR'S USE OF PERMANENT EQUIPMENT OR SYSTEMS

3.19.1 Add a new GC 3.15 as follows:

"GC 3.15 CONTRACTOR'S USE OF PERMANENT EQUIPMENT OR SYSTEMS

- 3.15.1 Upon receiving the Contractor's written request the Owner may, but is under no obligation to, permit the Contractor to make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the Work for the purpose of completing the Project. In such event the Contractor shall:
- .1 perform all preventative maintenance services on such systems and equipment as and when specified by the manufacturer;
 - .2 prior to applying for the certificate of Substantial Performance of the Work, clean and make good, to the satisfaction of the Consultant, all such systems and equipment;
 - .3 pay any and all costs associated with such use, preventative maintenance services, cleaning and making good.
- 3.15.2 Where the Contractor has made use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the Work, as described in paragraph 3.15.1, the Contractor shall obtain, from the manufacturer or Supplier of the systems or equipment used, a confirmation from such manufacturer or Supplier that the warranty on such systems or equipment begins on the date of Substantial Performance of the Work and is not impaired in scope or reduced in time by virtue of the Contractor's use of such systems or equipment."

SC3.20 GC 4.1 CASH ALLOWANCES

3.20.1 Delete paragraphs 4.1.4 and 4.1.5 and replace them with the following:

- "4.1.4 Where the actual cost of the Work under any cash allowance exceeds or is expected to exceed the amount of the allowance, the Contractor shall notify the Owner in writing indicating the amount of additional funds required and, in such case, the Contractor shall not proceed with the cash allowance work until the Contractor receives written instructions from the Owner. Unexpended amounts from other cash allowances may be reallocated at the Consultant's direction to cover the shortfall and, in that case, the Contractor is not entitled to any amount for overhead and profit. Where no such direction is given, or where the actual cost exceeds the allowance even after reallocation of unexpended amounts from other cash allowances, the Contractor shall be compensated for the excess incurred and substantiated, plus an amount for overhead and profit as set out in the Contract Documents, but on the excess only.
- 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."

3.20.2 Add new paragraphs 4.1.8 and 4.1.9 as follows:

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- “4.1.8 Purchases from cash allowances must be authorized by written instructions issued by the Consultant and the form and methods of accounting for costs shall be agreed to by the Consultant and the Contractor before proceeding with the purchase.
- 4.1.9 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work to be paid for from cash allowances.”

SC3.21 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 3.21.1 Delete GC 5.1.

SC3.22 GC 5.1A PROPER INVOICE FOR PROGRESS PAYMENT

- 3.22.1 Add a new GC 5.1A as follows:

“GC 5.1A PROPER INVOICE FOR PROGRESS PAYMENT

- 5.1A.1 In this Contract a Proper Invoice for progress payment shall mean an application for payment made by the Contractor that:

- .1 is delivered to the Owner via email to both fservices@scdsb.on.ca and the specified Project Coordinator as well as to the Prime Consultant. If an invoice is received after 4:00 PM it is deemed to have been received on the next business day; and it is noted that any invoice received prior to the last day of the month for which the invoice is for it is not deemed to have been received until the last day of the month.
- .2 includes all of the following:
 - .1 the Contractor's name and address and HST registration number;
 - .2 the date of the application for payment and the period during which the services or materials were supplied;
 - .3 information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - .4 a description, including quantities where appropriate, of the services and materials that were supplied;
 - .5 the amount payable for the services or materials that were supplied, and the payment terms;
 - .6 the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - .7 where the invoice amount includes amounts charged on the basis of hourly rates, documentation in support of the amount claimed, including dates that services were performed, identity of the person(s) involved, the hours spent, and a description of the services performed;
 - .8 copies of any Change Orders for which the Contractor is claiming payment, together with all backup documents;
 - .9 a statement based on the schedule of values for the Work;
 - .10 a current valid clearance certificate issued by the WSIB;
 - .11 certificates of insurance confirming the placement of the insurance coverage required by this Contract;
 - .12 for the second and all subsequent applications for payment, a CCDC 9A Statutory Declaration stating that all accounts for services and materials and other indebtedness incurred by the Contractor for which the Owner may in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified matter in dispute;
 - .13 in respect of any subcontract whose value exceeds \$100,000, a statutory declaration in form CCDC 9B – 2001;
 - .14 an updated Construction Schedule in accordance with paragraph 3.5.1.3 of GC 3.5 – CONSTRUCTION SCHEDULE.”

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SC3.23 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

3.23.1 Delete paragraph 5.2.1 and replace it with the following:

“5.2.1 Proper Invoices for progress payment may be made monthly as the Work progresses.”

3.23.2 Delete paragraph 5.2.2.

3.23.3 Amend paragraph 5.2.3 by adding the following to the end of that paragraph:

“No amount claimed shall include Products delivered to the Place of the Work unless the Products are free and clear of all security interests, liens, and other claims of third parties.”

3.23.4 Delete paragraph 5.2.4 and replace it with the following:

“5.2.4 The Contractor shall, within 10 Working Days after Contract signing submit to the Consultant, for the Consultant’s approval, a schedule of values for the parts of the Work aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. Such schedule of values:

- .1 shall include a detailed breakdown of the Work; and
- .2 shall include a line item which assigns an appropriate portion of the Contract Price for quality control and closeout of the Work.”

3.23.5 Amend paragraph 5.2.7 by adding the following to the end of that paragraph:

“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 GC 13.2 – OWNERSHIP OF MATERIALS.”

SC3.24 GC 5.3 PROGRESS PAYMENT

3.24.1 Delete paragraph 5.3.1 and replace it with the following:

“5.3.1 The Consultant will issue to the Owner and copy to the Contractor, no later than 10 calendar days after the date the Owner receives a Proper Invoice for progress payment, a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due.

5.3.2 Subject to the Owner’s right to give notice of non-payment in accordance with the Act, and subject to the holdback provisions of the Act, the Owner will pay the amount payable under a Proper Invoice for progress payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner’s obligation to make payment shall not arise unless and until the Contractor’s application for payment constitutes a complete Proper Invoice as provided in GC 5.1A – PROPER INVOICE FOR PROGRESS PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of an application for progress payment where:

- .1 the application does not comply with all of the requirements of a Proper Invoice in GC 5.1A – PROPER INVOICE FOR PROGRESS PAYMENT; and/or
- .2 the amount applied for exceeds the amount stated in the certificate for payment issued by the Consultant pursuant to paragraph 5.3.1.

5.3.3 Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.”

SC3.25 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

3.25.1 Delete paragraph 5.4.3 and replace it with the following:

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- “5.4.3 Immediately after the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish reasonable dates for finishing the Work and correcting deficiencies.
- 5.4.4 Before submitting the written application referred to in paragraph 5.4.1, the Contractor shall submit to the Consultant all:
- .1 guarantees, warranties and certificates;
 - .2 testing and balancing reports and spare parts;
 - .3 distribution system diagrams and Shop Drawings;
 - .4 maintenance and operational manuals, instructions and materials;
 - .5 existing reports and correspondence from authorities having jurisdiction,
- and other close-out materials or documentation required to be submitted under the Contract (excluding the As-Built Drawings), together with written proof acceptable to the Owner and the Consultant that the Work has been performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction at the Place of the Work. The Contractor shall deliver the materials and documentation listed in this paragraph in an electronic format that is readable on the Owner’s information technology infrastructure.
- 5.4.5 If the Contractor fails to deliver the documents and materials described in paragraph 5.4.4, then, provided that none of the missing documents and materials interferes with the use and occupancy of the Project in a material way, the failure to deliver shall not be grounds for the Consultant to refuse to certify Substantial Performance of the Work. The Consultant may assign a reasonable amount or, where applicable, an amount specified in the Contract Documents, and retain that amount from the written application for Substantial Performance of the Work, until the required documents and materials are delivered.
- 5.4.6 Within 25 days after the date of Substantial Performance of the Work the Contractor shall deliver to the Consultant final As-Built Drawings, failing which the Consultant may assign a reasonable amount to cover the cost the Owner would incur to prepare the As-Built Drawings or, where applicable, an amount specified in the Contract Documents, and retain that amount from any future amount owing to the Contractor, until the final As-Built Drawings are delivered.
- 5.4.7 Should any documents or materials not be delivered in accordance with paragraph 5.4.4 or 5.4.6 by the earlier of: (1) 60 days following the issuance of the certificate of Substantial Performance of the Work, and (2) the Contractor’s application for final payment under paragraph 5.7.1 of GC 5.7 – FINAL PAYMENT, then the amount(s) previously retained pursuant to paragraphs 5.4.5 and/or 5.4.6 shall be retained by the Owner as compensation for the damages deemed to have been incurred by the Owner, and not as a penalty, arising from the Contractor’s failure to deliver the specified documents or materials, and the Contract Price shall be reduced accordingly.”

SC3.26 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

3.26.1 Delete paragraphs 5.5.3, 5.5.4 and 5.5.5 and replace them with the following:

- “5.5.3 Subject to the Owner’s right to give notice of non-payment of holdback in accordance with the Act, the Owner will pay the amount authorized by the certificate for payment of the holdback amount in accordance with the provisions of the Act. For certainty, and without limitation, the Owner may refuse to pay a portion of the holdback where the Owner is entitled to deduct and retain amounts in accordance with paragraphs 5.4.5, 5.4.6 and/or 5.4.7.”

SC3.27 GC 5.6A PROPER INVOICE FOR FINAL PAYMENT

3.27.1 Add a new GC 5.6A as follows:

“GC 5.6A PROPER INVOICE FOR FINAL PAYMENT

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5.6A.1 In this Contract a Proper Invoice for final payment shall mean an application for final payment made by the Contractor that:

- .1 is delivered to the Owner via email to both fservices@scdsb.on.ca and the specified Project Coordinator as well as the Prime Consultant. If an invoice is received after 4:00 PM it is deemed to have been received on the next business day and it is noted that any invoice received prior to the last day of the month for which the invoice is for it is not deemed to have been received until the last day of the month.
- .2 includes all of the following:
 - .1 the Contractor's name and address and HST registration number;
 - .2 the date of the application for payment and the period during which the services or materials were supplied;
 - .3 information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - .4 a description, including quantities where appropriate, of the services and materials that were supplied;
 - .5 the amount payable for the services or materials that were supplied, and the payment terms;
 - .6 the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - .7 where the invoice amount includes amounts charged on the basis of hourly rates, documentation in support of the amount claimed, including dates that services were performed, identity of the person(s) involved, the hours spent, and a description of the services performed;
 - .8 copies of any Change Orders for which the Contractor is claiming payment, together with all backup documents;
 - .9 a statement based on the schedule of values for the Work;
 - .10 a current valid clearance certificate issued by the WSIB;
 - .11 certificates of insurance confirming the placement of the insurance coverage required by this Contract;
 - .12 for the second and all subsequent applications for payment, a CCDC 9A Statutory Declaration stating that all accounts for services and materials and other indebtedness incurred by the Contractor for which the Owner may in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified matter in dispute;
 - .13 in respect of any subcontract whose value exceeds \$100,000, a statutory declaration in form CCDC 9B – 2001."

SC3.28 GC 5.7 FINAL PAYMENT

3.28.1 Delete paragraph 5.7.1 and replace it with the following:

"5.7.1 When the Contractor considers that the Contract is completed, the Contractor shall deliver to the Owner a Proper Invoice for final payment, as provided in paragraph 5.6A.1 of GC 5.6A – PROPER INVOICE FOR FINAL PAYMENT."

3.28.2 Amend paragraph 5.7.2 by adding the following to the end of that paragraph:

"Without limiting the generality of the foregoing, the application for final payment will not be considered valid until Products installed are tested and conform to the requirements specified in the Contract Documents and all documentation required by the Contract Documents including but not limited to the documents and materials listed in paragraphs 5.4.4 and 5.4.6 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK have been received and accepted by the Consultant."

3.28.3 Delete paragraph 5.7.4 and replace it with the following:

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- “5.7.4 Subject to the Owner’s right to give notice of non-payment in accordance with the Act, the Owner will pay the amount payable under a Proper Invoice for final payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner’s obligation to make payment shall not arise unless and until the Contractor’s application for payment constitutes a complete Proper Invoice as provided in GC 5.6A – PROPER INVOICE FOR FINAL PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of an application for final payment where:
- .1 the application does not comply with all of the requirements of a Proper Invoice in GC 5.6A – PROPER INVOICE FOR FINAL PAYMENT; and/or
 - .2 the amount applied for exceeds the amount stated in the certificate for payment issued by the Consultant pursuant to paragraph 5.7.3.
- 5.7.5 Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.”

SC3.29 GC 5.8 WITHHOLDING OF PAYMENT

- 3.29.1 Add new paragraphs 5.8.2 and 5.8.3 as follows:

- “5.8.2 Notwithstanding any provision in the Contract Documents to the contrary, the Owner may withhold payment of any amount claimed in an application for payment, in a Proper Invoice, or in any certificate for payment to the extent required to offset any previous over-payment made to the Contractor, damages or costs incurred by the Owner, or to the extent as may be necessary to protect the Owner from loss or damage as a result of the Contractor’s failure to perform any of its material obligations under this Contract in a timely manner or at all.
- 5.8.3 Where the Owner has withheld payment to the Contractor pursuant to the provisions of this Contract, the Owner shall be entitled to apply the funds withheld toward the cost of any required remedial work, or toward damages or losses suffered and for which the Owner is entitled to compensation under the Contract.”

SC3.30 GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

- 3.30.1 Amend paragraph 6.1.2 by adding the following to the end of that paragraph:

“This requirement is of the essence and it is the express intention of the parties that any claims by the Contractor for a change in the Contract Price, Contract Time and/or the Contract shall be barred unless there has been strict compliance with PART 6 – CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work, and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for damages or additional payment under this Contract or a claim for an extension of the Contract Time, or a claim for an amendment to the Contract. Without limiting the generality of the foregoing, under circumstances of expediency, the Contractor shall proceed with a change in the Work without first obtaining a Change Order or a Change Directive where it has received from the Owner or the Owner’s authorized representative some form of written (including e-mail) direction agreeing to the change, in which case such change, and the value of such change, if any, will be determined pursuant to GC 6.2 or GC 6.3, at the option of the Owner.”

- 3.30.2 Add a new paragraph 6.1.3 as follows:

“6.1.3 The Contractor agrees that changes resulting from construction coordination including but not limited to site surface conditions, site coordination and Subcontractor and Supplier coordination, are included in the Contract Price and shall not entitle the Contractor to claim any increase to the Contract Price in relation to coordination.”

SC3.31 GC 6.2 CHANGE ORDER

- 3.31.1 Amend paragraph 6.2.1 by adding the following sentence to the end of that paragraph:

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“Such adjustments and method of adjustment must be submitted by the Contractor to the Consultant in sufficient time to prevent interruption of the orderly process of construction and, in any event, no later than ten (10) days from the Contractor’s receipt of the proposed change in the Work.”

3.31.2 Add new paragraphs 6.2.3 to 6.2.6 as follows:

“6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the Owner:

- .1 by estimate and acceptance of a lump sum. The lump sum shall include overhead, profit and other reasonable charges of the Contractor and shall be the total cost to the Owner; or
- .2 by unit prices established in the Contract or subsequently agreed upon. Unit prices shall include overhead, profit, and other reasonable charges of the Contractor and shall be the total cost to the Owner. Adjustment to the Contract Price shall be based on a net quantity difference from the original quantity.
- .3 by the amount, net of all credits, of time, materials and Products expended:
 - (A) by a Subcontractor, applying the labour charge out rates set out in the wage schedule in the Contract Documents together with the actual costs, without mark-up, of materials and Products utilized in the change, plus the Subcontractor's mark-up disclosed in Column A of the table below which applies to material and Product costs only;
 - (B) by the Contractor, applying the labour charge out rates set out in the wage schedule in the Contract Documents together with the actual costs, without mark-up, of materials and Products utilized in the change, plus the mark-up disclosed in Column B of the table below which applies to material and Product costs only. For greater certainty, the Contractor is not entitled to a mark-up disclosed in Column B of the table below on self-performed additional work.

The Contractor shall also be entitled to the mark-up disclosed in Column B of the table below, on the value of additional work performed by Subcontractors.

Value of Additional Work	<u>Column A</u> Subcontractor Mark-Up on Material and Products only	<u>Column B</u> Contractor Mark-Up on Material and Products Supplied by the Contractor, and on Subcontractor work
\$0 to no more than \$25,000	10%	10%
\$0 to no more than \$50,000	10%	7.5%
\$0 to in excess of \$50,000	5%	5%

Interpretive Note: The mark-ups disclosed in the above table are flat not graduated. For example, a Subcontractor performed change valued at \$35,000 attracts a mark-up of 10% for the Subcontractor (on the cost of material and Products only) and 7.5% for the Contractor. The table is not intended to provide one set of mark-ups for the first \$25,000 of the change and a different set of mark-ups for the balance.

- 6.2.4 The percentage fee mark-ups described in paragraph 6.2.3.3 are intended to cover all profit, general expenses and overhead costs incurred by the Contractor in relation to the change. For greater certainty, the following items are covered by and included in the mark-ups: additional bonding and insurance costs, head office and head office personnel costs, supervision, project management, general account items, small tools, estimating, safety, preparation of As-Build Drawings, coordination and administration and warranty costs, and general clean-up and disposal costs necessary to perform the change in the Work.
- 6.2.5 An adjustment to the Contract Time will be considered only when the Contractor demonstrates to the Owner that a change in the Work affects the critical path of the Work. Any costs associated with an adjustment to the Contract Time shall be identified by the

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Contractor and shall be limited to the reasonable direct costs directly attributable to the adjustment to the Contract Time, excluding the items described in paragraph 6.2.4.

- 6.2.6 The Contractor shall not be entitled to any additional compensation arising out of changes to the Work aside from the amounts determined in accordance with this GC 6.2 ad stated in a Change Order. In no event shall the Owner be liable to the Contractor for any costs, including indirect, impact or consequential costs, arising out of changes to the Work beyond the agreed upon amount of the Change Order.”

SC3.32 GC 6.3 CHANGE DIRECTIVE

3.32.1 Delete paragraph 6.3.3.

3.32.2 Amend paragraph 6.3.7 by inserting the words “Subject to paragraph 6.3.14,” at the beginning of that paragraph. Further amend paragraph 6.3.7 as follows:

- (a) Delete paragraph 6.3.7.1 and replace it with the following:

“6.3.7.1 salaries, wages and benefits paid to personnel in the direct employ of the Contractor, applying the labour rates set out in the wage schedule in the Contract Documents or as otherwise agreed between the Owner and Contractor for personnel

- (A) performing the Work, including necessary supervisory services;
- (B) engaged in the preparation of Shop Drawings, fabrication Drawings, coordination Drawings and As-Built Drawings; or
- (C) including clerical staff engaged in processing changes in the Work.”

- (b) Delete paragraphs 6.3.7.15 and 6.3.7.17.

3.32.3 Amend paragraph 6.3.12 by adding the following to the beginning of that paragraph:

“An adjustment of the Contract Time will be considered only where the change affects the critical path of the Work.”

3.32.4 Add a new paragraph 6.3.14 as follows:

“6.3.14 Without limitation, the following shall not form part of the cost of performing the work attributable to a Change Directive, and shall not be recoverable by the Contractor:

- .1 head office salaries and benefits and all other overhead or general expenses, except only for the salaries, wages and benefits of personnel described in paragraph 6.3.7.1 and the contributions, assessments or taxes referred to in paragraph 6.3.7.2;
- .2 capital expenses and interest on capital;
- .3 general cleanup, except where the performance of the work attributed to the Change Directive causes specific additional cleanup requirements;
- .4 wages paid for field supervision of Subcontractors;
- .5 wages, salaries, rentals or other expenses that exceed the rates that are standard in the locality of the Place of the Work or that are otherwise deemed unreasonable by the Consultant;
- .6 any costs or expenses attributable to the negligence, improper work, deficiencies, or breaches of contract by the Contractor or any Subcontractor;
- .7 any costs of quality assurance, such as inspection and testing services, charges levied by authorities having jurisdiction, and any legal fees unless any such costs or fees are pre-approved in writing by the Owner; and
- .8 the costs of the items listed in paragraph 6.2.4.”

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SC3.33 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

3.33.1 Add a new paragraph 6.4.0 as follows:

"6.4.0 The Contractor confirms that, before signing the Contract, it carefully investigated and examined the Place of the Work, the Contract Documents and any other documents made available by the Owner, and applied to such investigations and examinations the degree of care, skill and diligence described in paragraph 3.14.1 of GC 3.14 – STANDARD OF CARE. Through such investigations and examinations, the Contractor has satisfied itself as to the conditions, circumstances, limitations and requirements necessary for the Contractor to perform the Work in accordance with the Contract Documents including, but not necessarily limited to, such things as:

- .1 the nature and location of the Work and the Project site, including the availability / restrictions of access to the Project site;
- .2 the character and content of the Work to be done;
- .3 the character and scope of work to be done by other contractors and Owner's forces;
- .4 the availability of labour, equipment, material, Products and facilities needed for the on-time performance and completion of the Work;
- .5 all labour restrictions, including availability of skilled trades;
- .6 safety hazards and labour contract negotiations which may have an impact on the performance of the Work;
- .7 the location of any required utility service;
- .8 without limiting the generality of the foregoing, any contingency and/or circumstances which may affect the Work.

If the Contractor has not conducted the investigations and examinations described in this paragraph 6.4.0, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the Work which could make the Work more expensive or more difficult to perform than was contemplated at the time the Contract was signed. No allowances will be made for additional costs and no claims by the Contractor will be considered for an adjustment in the Contract Price or Contract Time in connection with conditions which were reasonably apparent or which could reasonably have been discovered by such investigations or examinations made before the signing of the Contract."

3.33.2 Amend paragraphs 6.4.1.1 and 6.4.1.2 by adding the following words to the end of each of those paragraphs:

"and which were concealed from discovery notwithstanding the conduct of the investigations and examinations described in paragraph 6.4.0."

3.33.3 Amend paragraph 6.4.2 by inserting the words "and were concealed from discovery notwithstanding the conduct of the investigations and examinations described in paragraph 6.4.0" after the word "materially" in the second line.

3.33.4 Delete paragraph 6.4.3 and substitute the following:

"6.4.3 If the Consultant makes a finding pursuant to paragraph 6.4.2 that no change in the Contract Price or Contract Time is justified, the Consultant shall report in writing the reasons for this finding to the Owner and the Contractor."

SC3.34 GC 6.5 DELAYS

3.34.1 Amend paragraphs 6.5.1 and 6.5.2 by deleting the last sentence in each paragraph and substituting the following in each case:

"The Contractor shall be reimbursed by the Owner for reasonable direct costs directly flowing from the delay, but excluding the costs of the Contractor's head office personnel and overhead costs, and

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excluding any consequential, indirect or special damages, and excluding any loss of profit or loss of opportunity costs and damages, both direct and indirect, arising from or caused by such delay, and regardless of whether any such costs, damages or claims are made or incurred by the Contractor or any Subcontractor.”

3.34.2 Amend paragraph 6.5.3 by adding the following to the end of that paragraph:

“, in which case the Contractor shall be reimbursed by the Owner for reasonable direct costs directly flowing from the delay, but excluding the costs of the Contractor’s head office personnel and overhead costs, and excluding any consequential, indirect or special damages, and excluding any loss of profit or loss of opportunity costs and damages, both direct and indirect, arising from or caused by such delay, and regardless of whether any such costs, damages or claims are made or incurred by the Contractor or any Subcontractor.”

3.34.3 Amend paragraph 6.5.4 by adding the following to the end of that paragraph:

“For greater certainty, it is the intention of the parties that an extension for delay will be considered only when the Contractor demonstrates to the Owner that the delay affects the critical path of the Work. Without in any way limiting the generality of the foregoing, it is a condition precedent to the Contractor’s claim for extension of the Contract Time and for additional compensation that the notice provisions in this paragraph be strictly adhered to in each instance, except where the event of delay itself reasonably precludes strict adherence to such notice provisions. If the Contractor fails to comply with such notice provisions, it shall be deemed to have waived the right to claim for the effects of delay.”

3.34.4 Add new paragraphs 6.5.6, 6.5.7, 6.5.8 and 6.5.9 as follows:

“6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Owner. In addition, the Owner shall be reimbursed by the Contractor for all reasonable costs and expenses incurred by the Owner as a result of such delay, including all charges for services required by the Owner from the Consultant or any subconsultants, project managers, or others employed or engaged by the Owner.

6.5.7 The Contractor shall be responsible for the care, maintenance and protection of the Work in the event of any suspension of construction as a result of the delay described in paragraphs 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the Contractor shall be reimbursed by the Owner for the reasonable costs incurred by the Contractor for such care, maintenance and protection, but excluding the costs of the Contractor’s head office personnel. The Contractor’s entitlement to costs pursuant to this paragraph, if any, shall be in addition to amounts, if any, to which the Contractor is entitled pursuant to paragraphs 6.5.1, 6.5.2 or 6.5.3.

6.5.8 Without limiting the obligations of the Contractor described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS and GC 9.4 – CONSTRUCTION SAFETY, the Owner may, by Notice in Writing, direct the Contractor to stop the Work where the Owner determines that there is an imminent risk to the safety of persons or property at the Place of the Work. In the event that the Contractor receives such notice, it shall immediately stop the Work and secure the Project site. The Contractor shall not be entitled to an extension of the Contract Time or to an increase in the Contract Price unless the resulting delay, if any, would entitle the Contractor to an extension of the Contract Time or the reimbursement of the Contractor’s costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.

6.5.9 If the Contractor is delayed in the performance of the Work by a Labour Dispute, civil disobedience, riot, sabotage, acts of God or any of the events described in paragraphs 6.5.3.1 through 6.5.3.4 for a period of sixty (60) calendar days or longer, the Owner may terminate the Contract by giving Notice in Writing to that effect. In such event, the Owner shall pay for the Work performed up to the effective date of termination, including mobilization and demobilization costs, and for such additional costs, if any, directly flowing from such termination which are a reasonable consequence of the termination, but excluding any

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consequential, indirect or special damages, and any claims for loss of profit or opportunity. The Owner shall not be liable to the Contractor for any other claims, costs or damages whatsoever arising from such termination of the Contract.”

SC3.35 GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

3.35.1 Delete paragraph 7.1.2 and replace it with the following:

“7.1.2 If the Contractor neglects to prosecute the Work properly, or fails or neglects to maintain the latest approved Construction Schedule, or otherwise fails to comply with the requirements of the Contract to a material extent, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor Notice in Writing that the Contractor is in default of the Contractor’s contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such Notice in Writing, but without affecting in any respect the liability of the Contractor in respect of earlier defaults.”

3.35.2 Add a new paragraph 7.1.5A immediately after paragraph 7.1.5 as follows:

“7.1.5A The Owner may terminate the Contract at any time for any or no reason. In such event, the Owner shall pay for the Work performed up to the effective date of termination, including demobilization costs, and for such additional costs, if any, directly flowing from such termination which are a reasonable consequence of the termination, but excluding any consequential, indirect or special damages, and any claims for loss of profit or opportunity. The Owner shall not be liable to the Contractor for any other claims, costs or damages whatsoever arising from such termination of the Contract.”

SC3.36 GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

3.36.1 Amend paragraph 7.2.2, in line 1, by deleting “20” and replacing it with “45”.

3.36.2 Amend paragraph 7.2.3 as follows:

- (a) Delete paragraph 7.2.3.1;
- (b) Amend paragraph 7.2.3.3 by adding the words “, except where the Owner has a bona fide claim for setoff,” after the word “Consultant”;
- (c) Amend paragraph 7.2.3.4 by deleting the words “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”;
- (d) Add the following to the end of the paragraph:

“The foregoing defaults in contractual obligations shall not apply to the withholding of certificates or payments, or both, in accordance with the Contract Documents.”

3.36.3 Delete paragraph 7.2.5 and replace it with the following:

“7.2.5 If the default cannot be corrected within the 5 Working Days specified in paragraph 7.2.4, the Owner shall be deemed to have cured the default if it:

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

7.2.6 If the Contractor terminates the Contract under the conditions described in this GC 7.2, the Contractor shall ensure the Place of the Work is left in a safe and secure condition as required by authorities having jurisdiction and the Contract Documents, and shall be entitled to be paid for all Work performed to the date of termination. Subject to the Contractor’s

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obligation to mitigate costs, the Contractor shall also be entitled to recover the costs directly flowing from and which are a reasonable consequence of the termination, including the costs of demobilization and direct losses sustained on Products and Construction Equipment, but excluding the costs of the Contractor's head office personnel and overhead costs, and excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or loss of opportunity."

SC3.37 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

3.37.1 Amend paragraphs 8.2.6, 8.2.7 and 8.2.8, in the first line of each paragraph, by deleting "10" and replacing it with "20" in each case.

3.37.2 Add new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12, 8.2.13 and 8.2.14 as follows:

"8.2.9 Within 10 Working Days of receipt of a Notice in Writing given pursuant to paragraph 8.2.6, the Owner or the Contractor may give the Consultant a Notice in Writing containing:

- .1 a copy of the notice of arbitration;
- .2 a copy of GC 8.2, as amended by these Supplementary Conditions;
- .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.2.10 The Owner and the Contractor agree that, upon giving the Notice in Writing provided in paragraph 8.2.9, the Consultant may elect to become a full party to the arbitration commenced pursuant to paragraph 8.2.6. The Owner and the Contractor acknowledge that, if the Consultant so elects, the Consultant shall be a party to the arbitration within the meaning of the Rules referred to in paragraph 8.2.6 by virtue of the agreement between the Consultant and the Owner.

8.2.11 Failure of the Owner or the Contractor to give the Notice in Writing provided in paragraph 8.2.9 shall not prevent either the Owner or the Contractor from commencing or pursuing an application, action, counterclaim or any other proceeding against the Consultant arising out of the issues in dispute in the arbitration between the Owner and the Contractor brought under paragraph 8.2.6.

8.2.12 If the Consultant is given the Notice in Writing contemplated by paragraph 8.2.9, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the Rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date on which the Consultant receives the notice described in paragraph 8.2.9.

8.2.13 The arbitrator in an arbitration in which the Consultant is a party may:

- .1 determine whether any notice given pursuant to paragraph 8.2.9 is, in substance, sufficient, the notice requirements being interpreted liberally; and,
- .2 make any procedural order considered necessary to facilitate the participation of the Consultant as a party to the arbitration.

8.2.14 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any subconsultant, except that the subconsultant is not entitled to any election as outlined in paragraph 8.2.10 and is deemed to be bound by the arbitration proceeding."

SC3.38 GC 9.1 PROTECTION OF WORK AND PROPERTY

3.38.1 Amend paragraph 9.1.1.1 by adding the following to the end of that paragraph:

" , which the Contractor could not reasonably have discovered applying the degree of care and skill described in paragraph 3.4.1 of GC 3.4 – DOCUMENT REVIEW."

3.38.2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

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“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 that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in GC 3.14 – STANDARD OF CARE.”

3.38.3 Add a new paragraph 9.1.5 as follows:

“9.1.5 Without in any way limiting the Contractor’s obligations under this GC 9.1, should the Contractor or any Subcontractor or Supplier cause loss or damage to property, including roads, buildings, structures, paving, grass, sod, trees or other plantings, whether owned by the Owner or others, and whether at the Place of the Work or adjoining it, the Contractor shall be liable for the cost of making good such damage and for the replacement cost of the grass, sod, trees or other plantings damaged, including the cost of any arborist or other consultant, and such costs may be deducted by the Owner from amounts otherwise owing to the Contractor.”

SC3.39 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

3.39.1 Amend paragraph 9.2.6 by inserting the following after the word “responsible” in line 2 of that paragraph:

“or whether any toxic or hazardous substances 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,”

3.39.2 Amend paragraph 9.2.7.3 by inserting the following words after the word “delay” in the second line of that paragraph:

“, but excluding the costs of the Contractor’s head office personnel and overhead costs, and excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or opportunity”

3.39.3 Delete paragraph 9.2.7.4.

3.39.4 Amend paragraph 9.2.8 by inserting the following after the word “responsible” in line 2 of that paragraph:

“or that any toxic or hazardous substances 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,”

3.39.5 Add a new paragraphs 9.2.10 and 9.2.11 as follows:

“9.2.10 Without limiting its other obligations under this GC 9.2, the Contractor acknowledges that its obligations under the Contract include compliance with the Environmental Programs. The Contractor acknowledges that the Owner may suffer loss and damage should the Contractor fail to comply with the Environmental Programs and agrees to indemnify and hold harmless the Owner with respect to any loss or damage to which the Owner is exposed by the Contractor’s failure to comply. The Contractor acknowledges that should it fail to comply with the Environmental Programs, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of paragraph 7.1.2 of GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT.

9.2.11 The Contractor shall indemnify the Owner and its board members, trustees, officers, directors, employees and agents of the Owner in respect of any loss, costs or expense or any fine which might be imposed in respect of any failure by the Contractor to satisfy its obligations under this GC 9.2 and, without limiting the general nature of this indemnity, the Contractor

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shall indemnify the Owner, its board members, trustees, officers, directors, employees and agents in respect of any loss, costs, expenses or fine if the Project is made subject to an order from a court or government agency requiring remediation of any contamination caused as a result of the Work performed by the Contractor or its Subcontractors.”

SC3.40 GC 9.4 CONSTRUCTION SAFETY

3.40.1 Amend paragraph 9.4.1 by deleting the first line of that paragraph and replacing it with the following: “The Contractor”.

3.40.2 Add new paragraphs 9.4.2 to 9.4.5 as follows:

“9.4.2 Without limiting the generality of paragraph 9.4.1, the Contractor shall be and shall assume all of the responsibilities of the “constructor” under the OHSA and shall file the “Notice of Project” as “constructor” with the appropriate government agency.

9.4.3 The Contractor represents and warrants to the Owner that appropriate health and construction safety instruction and training have been provided and will be provided to the Contractor’s employees, Subcontractors, Suppliers and all others attending at the Place of the Work. The Contractor also undertakes to provide such health and construction safety instruction and training to the Owner’s representatives, the Owner’s own forces, and other contractors. No comments, suggestions or instructions from the Owner, the Consultant or any other representative of the Owner are to be relied upon or assumed to reduce or replace the Contractor’s designation as the “constructor” under the OHSA or its responsibility for construction safety on the Project.

9.4.4 The Contractor shall indemnify and save harmless the Owner and its agents, board members, trustees, officers, directors, employees, consultants, successors and assigns from and against any and all liability, costs, expenses, fines, damages and all other consequences arising from any and all safety infractions on the Project, including the payment of legal fees and disbursements on a full indemnity basis.

9.4.5 The Contractor shall ensure that every “controlled Product” used at the Project site shall meet the labelling requirements and shall have an updated corresponding “Material Safety Data Sheet”, all as required by the WHMIS legislation. The Contractor shall ensure that all Material Safety Data Sheets are and are made available for review at the Project site.”

SC3.41 GC 9.5 MOULD

3.41.1 Amend paragraph 9.5.3.3 by inserting the following words after the word “delay,” in line 3 of that paragraph:

“but excluding the costs of the Contractor’s head office personnel and overhead costs, and excluding any consequential, indirect or special damages, and excluding any loss of profit or loss of opportunity costs and damages, both direct and indirect, arising from or caused by such delay, and regardless of whether any such costs, damages or claims are made or incurred by the Contractor or any Subcontractor,”

SC3.42 GC 10.1 TAXES AND DUTIES

3.42.1 Amend paragraph 10.1.2 by adding the words “, without any mark-up” to the end of that paragraph.

3.42.2 Add new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 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 or the Owner’s representative, assist with application for any exemption, recovery or refund of 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.

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- 10.1.4 The Contractor shall maintain accurate records of equipment, material and component costs reflecting the taxes, customs duties, excise taxes and Value Added Taxes paid.
- 10.1.5 Any refund of taxes including, without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the Owner. The Contractor agrees to cooperate with the Owner and to obtain from all Subcontractors and Suppliers cooperation with the Owner in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the Owner copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the Owner, or shall be a credit to the Owner against the Contract Price, in the Owner's discretion.
- 10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the Contractor shall not be treated as a tax or customs duty for purposes of this GC 10.1."

SC3.43 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 3.43.1 Amend paragraph 10.2.5 by adding the words: "Subject to paragraph 3.4.1 of GC 3.4 – DOCUMENT REVIEW" to the beginning of that paragraph.
- 3.43.2 Amend paragraph 10.2.6 as follows:
- (a) delete the words "performs work knowing it to be" in the second line and substitute "performs work when it knew or ought to have known that such work is"; and
 - (b) delete the words "bear the" in the third line and substitute "indemnify and save the Owner harmless against any"
 - (c) add the following sentence to the end of that paragraph:
"In the event the Owner suffers loss or damage as a result of the Contractor's failure to comply with paragraph 10.2.5, and notwithstanding any limitations described in paragraph 12.1.1 of GC 12.1 – INDEMNIFICATION, the Contractor agrees to indemnify and to hold harmless the Owner and the Consultant from and against all claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the Contractor."

SC3.44 GC 10.4 WORKERS' COMPENSATION

- 3.44.1 Amend paragraph 10.4.1 by inserting the words "with each application for any progress payment, and" after the word "Work," in the first line of paragraph 10.4.1.

SC3.45 GC 11.1 INSURANCE

The Contractor shall provide, maintain and pay for insurance. The Contractor shall supply a Certificate of Insurance confirming insurance that will indemnify the Owner for loss of use of the property and property damage with limits not less than: \$5,000,000.

- 3.45.1 Amend paragraph 11.1.1.1 by adding the following sentence to the end of that paragraph:
"To the extent not already described in this paragraph, the Contractor shall provide legal liability coverage for compensatory damages because of bodily injury or property damage to third parties arising from all operations of the insured, including premises and operations, Subcontractors' contingent liability, personal injury resulting from protection of persons / property, contractual liability (blanket), broad form property damage, employees as named insureds, cross liability clause and voluntary medical payments."
- 3.45.2 Add a new paragraph 11.1.1.4A immediately after paragraph 11.1.1.4 as follows:

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“11.1.1.4A In addition to the coverage’s described in CCDC 41, include:

- all risks of direct physical loss including flood;
- full replacement value, as basis for settlement;
- the following deductibles: for flood at \$50,000 and other at \$50,000.”

3.45.3 Amend paragraph 11.1.2 by adding the following to the end of that paragraph:

“11.1.2 The Owner’s acceptance of the Contractor’s delivery of any document evidencing the required policies of insurance does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies are in compliance with the requirements of this Contract. Failure of the Owner to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain the insurance policies required by this Contract.”

3.45.4 Add new paragraphs 11.1.9 to 11.1.13 as follows:

“11.1.9 All occurrences and claims shall be reported immediately in writing to the Owner providing at least the following particulars:

- .1 date, time and location of occurrence;
- .2 cause and description of circumstances;
- .3 estimate of loss or damage;
- .4 names and telephone numbers of persons to contact.

11.1.10 Except for policies of automobile insurance, all insurance policies in any way related to the Work and secured and maintained by the Contractor shall include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Owner and the Consultant (except in the event of design related acts errors and omissions).

11.1.11 All insurance policies and coverage required of the Contractor will be primary over any other insurance that might be carried by the Owner.

11.1.12 By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Contractor. The insurance effected or procured by the Contractor will not reduce or limit the Contractor’s contractual obligation to indemnify and defend the Owner for claims or suits which result from or are connected with the performance of this Contract.

11.1.13 Except for policies of automobile insurance, all insurance policies in any way related to the Work and secured and maintained by the Contractor shall include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the Owner.”

SC3.46 GC 11.2 CONTRACT SECURITY

3.46.1 Amend paragraph 11.2.1 by deleting the words “specified in the Contract Documents” and replace them with “specified in the Act”.

3.46.2 Amend paragraph 11.2.2 as follows:

- (a) by deleting the words “If the Contract Documents require surety bonds to be provided, such” and replacing them with “Such”; and
- (b) by deleting the words “the latest edition of the CCDC approved bond forms” and replacing them with “the Act”.

SC3.47 GC 12.1 INDEMNIFICATION

3.47.1 Delete paragraphs 12.1.1 through 12.1.5 and replace them with the following:

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- “12.1.1 The Contractor shall defend, indemnify and hold harmless the Owner, its agents, employees, trustees, officers, directors and assigns from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings (collectively “Claims”) by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable, directly or indirectly, to the Contractor’s or any Subcontractor’s performance or non-performance of the Contract, including Claims arising out of the condition of the Work, the Project site, adjoining land, driveways, streets or alleys used in connection with the performance of the Work, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the Contractor will save harmless the Owner from all Claims made by any party other than the Contractor itself, financial or otherwise, relating to labour and materials furnished by the Contractor or by others for the Work.
- 12.1.2 The Owner shall indemnify and hold harmless the Contractor, its agents and employees from and against Claims arising out of the Contractor’s performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.
- 12.1.3 Notwithstanding the provisions of paragraph 1.1.7 of GC 1.1 – CONTRACT DOCUMENTS, the provisions of GC 12.1 shall govern over the provisions of paragraph 1.3.1 of GC 1.3 – RIGHTS AND REMEDIES.”

SC3.48 GC 12.2 WAIVER OF CLAIMS

3.48.1 Delete paragraphs 12.2.1 through 12.2.10 and replace them with the following:

- “12.2.1 As of the date on which the Owner makes final payment to the Contractor, the Owner expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from negligence or breach of contract by the Contractor except for one or more of the following:
- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
 - .2 those arising from the provisions of GC12.1 – INDEMNIFICATION or GC12.3 – WARRANTY;
 - .3 those arising from GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES and arising from the Contractor bringing or introducing any toxic or hazardous substances to the Place of the Work after the Contractor commences the Work;
 - .4 those made by Notice in Writing within a period of six years from the date of Substantial Performance of the Work as set out in the certificate of substantial performance, or within such shorter period as may be prescribed in any limitation statute of the province or territory of the Place of the Work and arising from any liability of the Contractor for damages resulting from the Contractor’s performance of the Contract or substantial defects or deficiencies in the Work for which the Contractor is proven responsible. As used herein, “substantial defects or deficiencies” means those defects or deficiencies in the Work where the reasonable cost of repair of such defects or deficiencies, either individually or in the aggregate, exceeds:
 - (A) if the Contract Price is \$2,000,000 or less, the sum of \$50,000, before Value Added Taxes;
 - (B) if the Contract Price exceeds \$2,000,000, the sum of \$100,000, before Value Added Taxes.
- 12.2.2 As of the date of Substantial Performance of the Work, the Contractor expressly waives and releases the Owner from all claims which it has or reasonably ought to have knowledge of that could be advanced against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except:
- .1 those for which Notice in Writing was given prior to the Contractor’s application for Substantial Performance of the Work and still unsettled; and

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- .2 claims for payment for Work completed after the Contractor's application for Substantial Performance of the Work."

SC3.49 GC 12.3 WARRANTY

- 3.49.1 Amend paragraph 12.3.1 by adding the following to the end of that paragraph:

"Notwithstanding the foregoing, if an item of Work is not completed at Substantial Performance of the Work, except for extended warranties as described in paragraph 12.3.6, the warranty period for such item of Work shall be one year from the date that such item of Work has been completed and accepted in writing by the Owner."

- 3.49.2 Amend paragraph 12.3.2 as follows:

- (a) by inserting the words, "Subject to paragraph 3.4.1 of GC 3.4 – DOCUMENT REVIEW" at the beginning of that paragraph; and
- (b) by adding the following to the end of that paragraph:

"If the Contractor has been permitted to make use of permanent equipment or systems, as provided in GC 3.15 – CONTRACTOR'S USE OF PERMANENT EQUIPMENT OR SYSTEMS, such permanent equipment or systems shall be subject to the same warranty as described in this GC 12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the Contractor, except for normal commissioning and startup activities, prior to the date of Substantial Performance of the Work."

- 3.49.3 Add the following to the end of paragraph 12.3.4:

"The Contractor shall perform all remedial and warranty work at its own cost and expense and at a time convenient to the Owner, which may be outside of normal working hours. The Owner shall provide reasonable access to those portions of the Project necessary to perform such work, subject to the Owner's operational requirements. Prior to performing the remedial and warranty work, the Contractor shall provide, for the Owner's review and approval, a proposed schedule for the performance of such work."

- 3.49.4 Add a new paragraph 12.3.7 as follows:

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

SC3.50 PART 13 – OTHER PROVISIONS

- 3.50.1 Add new "PART 13 – OTHER PROVISIONS" as follows:

"PART 13 OTHER PROVISIONS

GC 13.1 CONTRACTOR LIABILITY FOR DAMAGES

- 13.1.1 Notwithstanding any other provision in this Contract, if the Owner, as a result of the Contractor's act or omission or breach of contract, incurs damages, costs, fees or expenses, including costs of additional services performed by the Consultant or any subconsultants and including the Owner's reasonable solicitor and own client costs, whether or not such act, omission or breach results in any lien, lien action or other legal proceeding, and whether or not such act, omission or breach results in the Owner taking any of the steps provided for in GC 7,1, all such damages, costs, fees and expenses shall be charged to the Contractor and the Owner shall be entitled to set off and deduct all such damages, costs, fees and expenses from any amount owing to the Contractor and any security or other funds held by the Owner.

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If there is no amount owing by the Owner to the Contractor at that time, then the Contractor shall reimburse the Owner for all of the said damages, costs, fees and expenses.

GC 13.2 OWNERSHIP OF MATERIALS

13.2.1 Unless otherwise specified, all materials existing at the Place of the Work at the time of execution of the Contract shall remain the property of the Owner. All Work and Products delivered to the Place of the Work by the Contractor shall be the property of the Owner, and shall be free of any encumbrances. The Contractor shall remove all surplus or rejected materials when notified to do so by the Consultant.

GC 13.3 DAILY REPORTS / DAILY LOGS

13.3.1 The Contractor shall cause its supervisor, or another competent person, to prepare a daily log or diary reporting on weather conditions, workforce of the Contractor, Subcontractors, Suppliers and any other forces on site and also record the general nature of Project activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day workforce.

13.3.2 The Contractor shall also maintain records, either at its head office or at the Project site, recording manpower and material resourcing on the Project, including records which document the activities of the Contractor both as planned and actual.

13.3.3 Upon request by the Owner or the Consultant, the Contractor shall make available for inspection and copying all of the records generated pursuant to this GC 13.3, along with any other routine Project records ordinarily maintained by the Contractor.

GC 13.4 LIENS AND ACTIONS

13.4.1 The Contractor shall save and keep the Owner and the Place of the Work free from all construction liens and all other liens whatsoever arising out of the Project. If any lien is claimed, filed or registered or any written notice of a lien is delivered by reason of services or materials or any Work supplied or claimed to have been supplied by or through a Subcontractor or Supplier, the Contractor shall, at its own expense, within ten (10) Working Days of being notified of the lien or written notice of a lien, secure the discharge, release, vacating or withdrawal of such lien or written notice of a lien by payment or by giving security or in such other manner as is or may be required or permitted by law, failing which the Owner may, but shall not be required, take such steps as it, in its absolute discretion, may deem necessary to release, vacate or discharge the lien or written notice of a lien.

13.4.2 If a lien action or any other action or legal proceeding arising out of the Project is commenced, the Contractor shall take all reasonable steps to remove the Owner from such action or legal proceeding, and shall indemnify the Owner and hold it harmless in such action or legal proceeding.

13.4.3 All amounts, including legal costs on a full indemnity basis, disbursements, interest, borrowing, premium or other bonding costs and/or charges incurred by the Owner in releasing, vacating, discharging and/or otherwise dealing with a lien, written notice of a lien and/or defending or otherwise dealing with an action or legal proceeding, shall be charged to the Contractor and shall be set off and deducted from any amount owing to the Contractor. If there is no amount owing by the Owner to the Contractor at that time, then the Contractor shall reimburse the Owner for all of the said costs and associated expenses.

GC 13.5 ADVERTISING AND PUBLIC STATEMENTS

13.5.1 The Contractor shall not publish, issue or make any statements or news release, electronic or otherwise, concerning the Contract, the Work, or the Project, and shall not use the Owner's name or logo without the prior express written consent of the Owner. For greater certainty, the Contractor shall obtain the prior written approval of the Owner for any public advertising, written public sales promotions, press release or other general publicity matter, in which the name or logo of the Owner is mentioned or used, or in which words are used from which any connection with the Owner may be inferred. The Contractor will not erect or permit the erection of any sign or advertising without the prior written approval of the Owner.

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GC 13.6 AMENDMENTS TO THE CONTRACT

- 13.6.1 Except for the written direction referred to in paragraph 6.1.2 of GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, no alteration or amendment to this Contract, no course of conduct or dealing between the parties, and no express or implied acceptance of alterations or amendments to the Contract shall be binding unless it is in writing and signed by each party.
- 13.6.2 No waiver by or on behalf of a party of any breach of a provision of this Contract shall be binding upon the party unless it is expressed in writing and duly executed by the party or signed by its fully authorized representatives, and such a waiver shall not operate as a waiver of any future breach, whether of a like or different character. No waiver shall be inferred from or implied by the conduct of any party."

END OF SUPPLEMENTARY CONDITIONS

3 Schedule of Drawings, Specifications, Standards & Conditions of Contract

The Work specified in this contract will be performed in strict accordance with the following Drawings, Specifications, Standards and Conditions of Contract.

3.1 DRAWINGS

Drawing		Rev	Prepared by
RP-1	Removal and Grading Plan	4	Tatham Engineering Limited
RP-2	Index	3	Tatham Engineering Limited
DET-1	Notes and Details	3	Tatham Engineering Limited

3.2 SPECIFICATIONS

Specifications	Pages	Prepared by
Special Provisions	4-1 to 4-17	Tatham Engineering Limited

3.3 STANDARDS

Refer to Contract Drawings for reference to applicable Municipal Standards, Ontario Provincial Standards and Standards of other authorities having jurisdiction.

3.4 CONDITIONS OF CONTRACT

Conditions of Contract	Section	Prepared by
Instructions to Bidder	1-1 to 1-17	SCDSB
General Conditions of Contract		
General Conditions Supplementary	11-1 to 11-30	SCDSB

It shall be the Contractor's responsibility to obtain copies of the current applicable Municipal standards, and the current Ontario Provincial Standard Specifications and Standard Drawings.

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4 Special Provisions

These Special Provisions are based on Ontario Provincial Standard Specifications. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the Limits shown on the drawings and in addition shall include the work on private property where required such as the grading of boulevards. The Engineer shall obtain permission to enter such properties when required.

SP1 GENERAL WORK

SP1.1 Scope

The Contractor shall perform all the general work covered by the following Specifications.

SP1.2 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Engineer for their approval a copy of their detailed planned Schedule of Work, showing clearly that the Work will be completed within the stipulated time. No work shall commence on the Contract until the Engineer has approved the Schedule of Work.

The Schedule of Work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

- environmental controls;
- removals;
- clearing and grubbing;
- strip, screen and stockpile topsoil;
- excavation;
- concrete curb and gutter and sidewalks;
- Granular B;
- Granular A;
- binder course asphalt;
- finish course asphalt;
- fine grade, topsoil and sod;
- tree planting; and

- miscellaneous work.

SP1.3 Performance Bond & Labour and Materials Payment Bond

The Contractor shall provide bonds in accordance with the Instructions to Bidders.

SP1.4 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Engineer, prior to commencing the Work.

SP1.5 Permits & Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees.

SP1.6 Field Office - Deleted**SP1.7 Layout Work**

The Engineer shall provide the benchmark elevations and horizontal alignment for the Contractor.

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Engineer shall be notified 24 hours in advance of any layout work carried out and shall check same if they so desire. Checking of layout or failure to do so on the part of the Engineer in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.8 Winter Work

No payment will be made for protection of the Work as required by these Specifications for Winter Conditions. The Contractor shall schedule their work to avoid placing concrete in Winter Conditions and to avoid freezing of granular material during the operations employing these materials.

SP1.9 Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Engineer not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Engineer.

SP1.10 Testing of Material

The Contractor shall submit samples of Granular materials and the mix designs of concrete and asphalt within two weeks after award of the Contract for approval by the Engineer.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Engineer at no cost to the Contractor. When routine tests indicate materials do not meet specification the Engineer will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Engineer. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.11 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power.

SP1.12 Existing Utilities, Water Mains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities in the area of the Contract.

The Contractor shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and water mains including existing service connections. This shall include excavation of inspection holes if necessary.

The Contractor must exercise necessary care in construction operations to safeguard utilities, water mains and sewers from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract Limits caused by their operations.

The Contractor is hereby warned that the existing telephone and electrical cables will remain in their existing locations. Excavation in the vicinity of gas mains and telephone cable may require lighter machines and in some case handwork.

If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Engineer, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.

In the event that all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the Work, the Contractor will be required to co-operate with the Utility Companies and work around the utilities so that the existing services are protected until such time as such relocations are completed

It shall be the Contractor's responsibility to contact all Utility Companies regarding their scheduling of work.

SP1.13 Dust & Silt Control

The Contractor will be responsible for dust control at all times during construction by watering and calcium application as directed by the Engineer. No separate payment will be made for calcium and water but shall be part of the General Work of the Contract.

The Contractor will be responsible for sediment control during construction by sealing of all catch basin inlets and providing temporary drainage swales equipped with sediment control devices. This work shall be part of the General Work of the Contract.

The Contractor shall be responsible for mud tracked off the site. Any mud/soil tracked off site shall be cleaned as required to keep external road systems clean and safe for all traffic.

SP1.14 Disposal of Materials

The Contractor shall dispose of all waste surplus materials in the areas approved by the Engineer. The Contractor shall be responsible for all work and costs involved in disposing waste or excess material including trucking, access roads and levelling. All work shall be in accordance with OPSS.MUNI 180.

SP1.15 Traffic Control

Traffic control shall be as per the current Traffic Control Manual for Roadway operations by the Ministry of Transportation. Detours shall only be implemented when approved in writing by the Engineer and will require full signage as approved by the Engineer.

The Contractor must cause as little interference as possible to traffic. All methods of traffic control must meet with the approval of the Engineer.

SP1.16 Fencing

Snow fence shall be erected in areas where there exists, in the opinion of the Engineer, a danger to pedestrian or vehicular traffic. No separate payment will be made for fencing but shall be part of the General Work of the Contract.

SP1.17 Dewatering

The Contractor is responsible for all dewatering that may be required to produce a dry and stable trench. No separate payment will be made for dewatering but shall be part of the General Work of the Contract. If a Permit to Take Water is required, the cost of the Permit shall be borne by the Owner and the dewatering measures by the Contractor.

SP1.18 Existing Water System

The Contractor shall not operate existing valves or hydrants without written authorization of the Municipal Operating Authority. The Contractor is responsible for suitable notification to all parties affected by an interruption in water source.

SP1.19 Road Occupancy Permits - Deleted**SP1.20 As-Built Drawings**

The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Engineer at any time. The drawings and information shall be reviewed with every progress claim, and shall include:

- a clean set of “approved for construction” with red line revisions showing the as-built information;
- storm drainage information to include: swing ties and elevation of inverts for all structure connections, services, pipe @ 50 metre intervals, structures (to centre of frame and grate, size, type and class of pipe);
- drawings shall be signed by the author;
- drawings may be accompanied by digital record;
- swing ties shall be at least two measurements from other surface elements of the work and the time being located.

SP1.21 Measurement & Payment

No measurement of quantities will be made for the General Work. No direct payment will be made for any of this General Work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

SP2 MOBILIZATION & DEMOBILIZATION

The scope of work shall include:

All Labour, equipment and material required to transport and remove equipment and materials to and from the site, including surplus and unsuitable materials.

- The supply, installation, maintenance and removal of site privy.
- The supply, installation and maintenance of all remaining temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.

No measurement for payment will be made for this item.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP3 HEAVY DUTY SILT FENCE

The scope of work shall include:

- Supply, installation, inspection, maintenance and removal of heavy-duty silt fence as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- Inspect, maintain and repair the silt fence on a bi-weekly basis and following each rain event.
- Provide a written inspection and maintenance report on a bi-weekly basis and following each rain event.

Work to be in accordance with OPSS.MUNI 805, OPSD 219.130 and OPSD 219.131.

The silt fence shall be erected prior to any other work and removed after restoration and ground cover is firmly established.

No Work shall be carried out beyond the silt fence unless approved or directed by the Contract Administrator.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP4 STRAW BALE FLOW CHECK DAM

The scope of work shall include:

- supply, installation, inspection, maintenance and removal of straw bale flow check dam as indicated on the Contract Drawings and/or as directed by the Contract Administrator;
- inspect, maintain and repair the straw bale flow check dam on a bi-weekly basis and following each rain event or as directed by the Contract Administrator; and

- provide a written inspection and maintenance report on a bi-weekly basis and following each rain event.

Work to be in accordance with OPSS 805 and OPSD 219.180.

The straw bale flow check dam shall be erected prior to any other work and removed after restoration and ground cover is firmly established.

Measurement for payment shall be actual quantity and the unit of measurement is each.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP5 REMOVAL, DISPOSAL, RELOCATE AND REINSTATE

The scope of work shall include:

- Remove and dispose of asphalt, concrete curb, culverts, elements described, etc. or remove and store safely in protected area items and materials described as necessary to suit new alignment and construction.
- Remove, store and replace/reinstate existing signs, landscape elements, as necessary to suit new construction alignment and provide photo diary of existing condition and replacement/reinstatement.
- Joints with existing asphalt or concrete which will not be removed shall be saw-cut.
- Reinstate elements disturbed by construction to existing or better conditions and provide photo diary of existing condition and reinstatement.

All items to be restored must be temporarily stored and protected in a manner to prevent damage and facilitate reinstatement to pre-existing or better condition.

Work to be in accordance with OPSS.MUNI 180 and OPSS.MUNI 510.

Payment at the Contract price will be full compensation for all labour, equipment and material to do the work.

SP6 STRIP, SCREEN AND STOCKPILE TOPSOIL

The scope of work shall include:

- Strip topsoil from all work areas as indicated on the Contract Drawings and/or within the construction limits, as directed by the Contract Administrator.
- Removal and off-site disposal of unscreened topsoil and/or screening and stockpiling of topsoil as directed by the Contract Administrator.

- Removal and off-site disposal of all waste/by-product from screening operations. The Contractor shall be responsible for all chemical testing of exported material as required by the receiving site at no additional cost to the Contract.

Screened topsoil to be a fertile loam material that is free of roots, vegetation, or other debris of a size and quantity that prevents proper placement of the topsoil. The topsoil shall not contain material greater than 25 mm in size.

Work to be in accordance with Contract Drawings, OPSS.MUNI 180, OPSS.MUNI 206, and OPSS 802.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP7 REMOVE AND DISPOSE OF EXISTING TREE

The scope of work shall include:

- Safely remove and dispose of trees including stumps, roots, chipped or ground branches, etc. as indicated on the Contract Drawings and/or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 180 and OPSS 201.

The Contractor must be aware of and abide by the *Migratory Birds Convention Act* as it relates to harming migratory birds or destroying their habitat.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP8 EXCAVATION & GRADING

The scope of work shall include:

- Excavate, fill, shape and fine grade to subgrade all work areas, and compact to 95% of the material's Standard Proctor Maximum Dry Density (SPMDD).
- Preparing subgrade to ensure crossfall and proof rolling subgrade by completing several passes with a heavy compactor having a rated capacity of at least 8 tonnes, to the satisfaction of the Geotechnical Engineer prior to placement of any Granular B.
- Construct, maintain and remove temporary haul routes as required.
- Water and/or calcium chloride required for compaction and/or dust control.

Work to be in accordance with OPSS.MUNI 206.

Any material that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP9 GRANULAR B

The scope of work shall include:

- Supply, place and fine grade the specified depth of Granular B and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.
- Preparing and proof rolling of Granular B to the satisfaction of the Contract Administrator prior to placement of any Granular A.

Work to be in accordance with OPSS.MUNI 314 and OPSS.MUNI 1010.

Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.

Granular B that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

Granular B material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP10 GRANULAR A

The scope of work shall include:

- Supply, place and fine grade the specified depth of Granular A and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.
- Preparing and proof rolling of Granular A to the satisfaction of the Contract Administrator prior to placement of Binder Course Asphalt.

Work to be in accordance with OPSS.MUNI 314 and OPSS.MUNI 1010.

Contractor to submit grade checks in accordance with OPSS.MUNI 314, are within the applicable horizontal and vertical grading tolerances, prior to the placement of Binder Course Asphalt.

The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of two weeks days prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.

Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.

Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP11 CONCRETE CURB & GUTTER (ALL TYPES)

The scope of work shall include:

- provide assistance to the Contract Administrator to review curb layout;
- preparation of granular base for review by the Contract Administrator prior to placement of curbs;
- supply, place and compact Granular A beneath the curb, as required to facilitate the work. Granular A shall be compacted to a dry density of 100% of the material's Standard Proctor Maximum Dry Density (SPMDD);
- supply and placement of concrete curb and gutter, including terminations and depressions at pedestrian ramps, sidewalks and all driveway entrances as shown on the Contract Drawings, and/or as directed by the Contract Administrator; and
- supply and placement of concrete curb and gutter outlets at locations shown on the Contract Drawings and/or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 353.

Provide a concrete mix design a minimum of 2 weeks prior to placement of curbs for review and acceptance by the Contract Administrator. Concrete shall meet specifications for CSA Exposure Class C2 concrete with a minimum 28-day compressive strength of 32MPa in accordance with OPSS.MUNI 1350.

Layout of curb depressions to be reviewed with the Contract Administrator before curbs are poured.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SPI2 CONCRETE SIDEWALK

The scope of work shall include:

- layout of sidewalk including driveways and provide the Contract Administrator with a minimum of 48 hours of notice before sidewalk installation commences;
- provide 24 hours notice prior to the installation of sidewalk for review of the layout by the Contract Administrator. Provide assistance to the Contract Administrator to review sidewalk layout;
- excavate, shape and fine grade to subgrade and compacted to 95% of the materials Standard Proctor Maximum Dry Density (SPMDD);
- disposal of excess materials off-site at a location approved by the Contract Administrator;
- placement of minimum 150 mm Granular A base material and compaction to 100% of the materials SPMDD;
- supply and place concrete sidewalk (minimum thickness 125 mm; 150 mm at residential driveways, 200 mm at commercial entrances) as shown on the Contract Drawings or as directed by the Contract Administrator; and
- Supply and place tactile plates per OPSD 310.039 as noted on the plans.

Work to be in accordance with OPSS 351 and OPSS.MUNI 1350.

Concrete shall meet specifications for CSA Exposure Class C2 concrete with a minimum 28-day compressive strength of 32 MPa in accordance with OPSS.MUNI 1350.

Contractor to provide a concrete mix design 2 weeks prior to placement of sidewalk for review and acceptance by the Contract Administrator.

Transverse joints in sidewalk to be uniformly spaced at a maximum 1.5 m intervals. Expansion joints shall be full depth.

Payment at the contract price shall be full compensation for all labour, equipment and material to do the work.

SP13 REINFORCED CONCRETE SLAB

The scope of work shall include:

- supply and place Granular A;
- supply and install all formwork, falsework and temporary shoring necessary to complete the work;
- supply and place asphaltic joint adjacent to curb;
- supply and place rebar;
- supply and install 32 Mpa concrete; and
- slab to have finish that is slip resistant.
- placement of minimum 150 mm Granular A base material and compaction to 100% of the materials SPMDD; and

Work to be in accordance with OPSS.MUNI 1350.

Concrete shall meet specifications for CSA Exposure Class C2 concrete with a minimum 28-day compressive strength of 32 MPa in accordance with OPSS.MUNI 1350.

Contractor to provide a concrete mix design 2 weeks prior to placement for review and acceptance by the Contract Administrator.

Payment at the contract price shall be full compensation for all labour, equipment and material to do the work.

SP14 BINDER COURSE ASPHALT

The scope of work shall include:

- adjustment of all valve boxes and structure frames and grates/covers to binder course asphalt grade;
- fine grading and compaction of the granular base material to the satisfaction of the Contract Administrator immediately prior to placing binder course asphalt;
- supply and place the specified depth of binder course hot mix asphalt and compact as specified in OPSS.MUNI 310 Table 10 as shown on the Contract Drawings and/or as directed by the Contract Administrator;
- at all joints, existing asphalt shall be saw cut to provide a straight edge. No payment will be made to re-saw cut edges that were damaged due to construction activity;
- supply and placement of tack coat at all joints, structure frames, all vertical faces of curb and gutter, and on all new and existing surfaces between lifts of binder course asphalt as required to ensure proper adhesion of binder course asphalt; and
- installation of temporary ramping as required to facilitate vehicular and pedestrian

traffic.

Work to be in accordance with OPSS.MUNI 310, OPSS.MUNI 1103 and OPSS 1150.

Contractor to provide mix design 2 weeks prior to placement of binder course asphalt for review by the Contract Administrator.

All edges of pavement and lane joints shall be laid out prior to placement of asphalt and all longitudinal pavement joints shall be placed in accordance with the lane width and taper locations indicated in the Contract Documents.

Contractor to take all measures required to prevent overspray and tracking of tack coat onto curbs, sidewalks, driveways, adjacent roads etc. The Contractor is responsible for removal at no additional cost to the Contract.

If the asphalt surfaces settle in excess of 20 mm or differentially during the warranty period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP15 SURFACE COURSE ASPHALT

The scope of work shall include:

- sweeping and/or cleaning of binder course asphalt prior to placement of surface course asphalt, as required to ensure proper adhesion;
- grind and remove temporary ramping as required;
- adjustment of all valve boxes and structure frames and grates/covers to surface course asphalt grade, including reinstatement and applicable compaction of granular base and binder course asphalt;
- 300 mm wide by 40mm deep transverse lap joint where existing asphalt is thicker than 75mm. Otherwise, butt joint to match existing asphalt. All longitudinal joints shall be butt joints;
- at all joints, existing asphalt shall be saw cut to provide a straight edge. No payment will be made to re-saw cut edges that were damaged due to construction activity; and
- supply and placement of tack coat at all vertical and horizontal joints including centreline joint, structures, and along the curb and gutter, as required to ensure proper adhesion of surface course asphalt. Tack coat shall be placed on the entire surface of the binder course asphalt under a separate Contract Item prior to placing the surface course asphalt.

Work to be in accordance with OPSS.MUNI 310, OPSS.MUNI 1103 and OPSS.MUNI 1150.

Contractor to provide mix design 2 weeks prior to placement of surface course asphalt for review by the Contract Administrator.

All edges of pavement and lane joints shall be laid out prior to placement of asphalt and all longitudinal pavement joints shall be placed in accordance with the lane width and taper locations indicated in the Contract Documents.

If the asphalt surfaces settle in excess of 20 mm or differentially during the warranty period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP16 PAVEMENT MARKINGS

The scope of work shall include:

- Supply and install the permanent markings as shown on the drawings. Work to also include the removal of existing pavement markings as required and as directed by the Contract Administrator, using abrasive methods.
- Permanent marking materials to be organic solvent based or water-borne traffic paint. All paint applications to new asphalt to require 2 applications of paint. The second application shall not be applied until the first is track free.
- Pavement markings shall only be applied upon the authorization of the Authority having jurisdiction over the roadway and the Contract Administrator provided that the temperature is above 10 degrees Celsius and the pavement is perfectly dry.
- Temporary markings shall duplicate the permanent marking design with temporary pavement marking material.

Work to be in accordance with OPSS 710, 1712, 1713 and 1714 and the Ontario Traffic Manual, Ministry of Transportation of Ontario.

The Contractor shall ensure fresh pavement markings are not tracked or smeared by motorists. It shall be the Contractor's responsibility to correct any severe tracking situation, which was created as a direct result of poor traffic control operations by the Contractor.

Payment at the Contract price will be full compensation for all labour, equipment and material to do the work. There will be no additional payment for removal of existing pavement markings.

SP17 SUBDRAIN

The scope of work shall include:

- Supply and install of subdrain as indicated on the Contract Drawings, and/or as directed by the Contract Administrator.
- Supply & install area drain with bolted grate cover.

Work to be in accordance with OPSS.MUNI 405.

Subdrains shall be connected at upstream and downstream end of pipe at all intersecting storm sewer structures.

Subdrains shall include all caps, elbows, bends, tees, reducers, cleanouts, fittings and connections to existing/proposed subdrains and structures as part of the applicable unit price.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP18 RIP-RAP - LAID IN CONCRETE

The scope of work shall include:

- Rip-rap average diameter 150mm.
- Supply and place concrete at 100 mm depth.

Work to be in accordance with OPSS 511.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP19 DRAINAGE SWALE

The scope of work shall include:

- Excavate, fill, shape, rough grade to 100 mm below finished grade and compact to 95% of the material's SPMDD for drainage ditches and swales.
- Transport and dispose excavated material to an approved disposal site, temporarily stockpiling as necessary as approved by the Engineer.
- Supply and place screened topsoil a minimum 100 mm of topsoil unless otherwise noted.
- Supply and place sod where indicated including soil stabilizer where slopes exceed 3:1.
- Maintain slopes and water ground cover during rooting stage of sod or germination and initial growth of seed areas through first two cuttings of ground cover (minimum one month).

- Cut ground cover twice following rooting or germination (minimum time between cutting: 1 week).

Work to be in accordance with OPSS.MUNI 206, OPSS 802 and 803.

No additional payment will be made for the supply of water required.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP20 FINE GRADE, TOPSOIL & SOD

The scope of work shall include:

- Fine grade subgrade.
- Supply and place screened topsoil where sod or seed and mulch is required.
- The minimum depth of topsoil to be 100 mm unless otherwise noted.
- Supply and place no. 1 nursery sod where indicated, staked on slopes of 3:1 or greater.
- Supply and place hydro-seed and mulch where indicated including soil stabilizer where slopes exceed 3:1.
- Maintain slopes and water ground cover during rooting stage of sod or germination and initial growth of seed areas through first two cuttings of ground cover (minimum one month).
- Cut ground cover twice following rooting or germination (minimum time between cutting: 1 week).

Work to be in accordance with OPSS 802, 803 and 804.

All topsoil placed during the Contract that becomes contaminated due to the Contractor's activities shall be removed and replaced at no extra cost to the Contract.

The Contractor shall water all sodded or seeded areas as required to establish good growth for a minimum of one month following the placement of ground cover. The Contractor will be responsible for the first two cuttings of all sodded or seeded areas.

No additional payment will be made for watering or cutting of sodded areas.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP21 TREES & SHRUBS

The scope of work shall include:

- supply and install trees, shrubs and groundcovers, and all other material or processes required to conform to the applicable details and specifications for planting in individual pits and for planting in prepared planting beds;

- supply and installation of mulched saucers and planting soil mixture for individual pits, staking and ties, and trunk protection where applicable;
- submit source of plant material to Contract Administrator for approval 30 days prior to digging of plant stock;
- provide the Contract Administrator with 48 hours notice of the plant material delivery and obtain approval prior to planting; and
- should the Contract Administrator find it beneficial to review and select plant material at the source, provide all necessary coordination and assistance to accommodate the review.

All plant material which is dead or not in satisfactory growing condition during this period shall be replaced immediately. The Warranty period for replacements shall be an additional 12 months following Acceptance of the replacement.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.