



## LCBO NOTICE OF INTENDED PROCUREMENT AND TENDER NOTICE

Request for Tender (RFT):	T2020-011
RFT Title:	Interior Fit-Up Store #547 - Ottawa
Issue Date:	September 16, 2020
LCBO Contact:	Sue Dehal, Procurement Specialist
Contact email:	<a href="mailto:sreyashi.dehal@lcbo.com">sreyashi.dehal@lcbo.com</a>
Questions Deadline:	September 24, 2020 at 4:00 pm
Submission Deadline:	October 1, 2020 at 3:00 pm

### Brief Description of the Project:

The LCBO solicits offers on the attached Bid Form for the provision of Interior Fit-up for Store #547 in Ottawa, Ontario.

**Estimated Construction Start date: October 28, 2020**

**Estimated Construction Substantial Completion date: January 8, 2021**

**Only bidders prequalified pursuant to RFPA 2020-001 and who are currently on the active prequalification list will be permitted to submit a bid.**

Bids shall be submitted electronically on or before the submission deadline through the Biddingo website. Late submissions will not be considered. Bids must be in English.

This procurement may be subject to Chapter 5 of the Canada Free Trade Agreement ("CFTA") and Chapter 19 of the Comprehensive Economic Trade Agreement ("CETA").

The LCBO expects all suppliers to adhere to the LCBO's Supplier Code of Business Conduct, which is available on the LCBO's website under "Doing Business with the LCBO". The Supplier Code sets out principles applicable to all suppliers (including both suppliers of beverage alcohol products and suppliers of non-alcohol goods or services) that wish to establish and maintain a business relationship with the LCBO.



*Let's get together.*

DATE: SEPTEMBER 16, 2020  
TO: BIDDERS  
FROM: PROCUREMENT SERVICES  
RFT: T2020-011

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The Liquor Control Board of Ontario invites Bidders to review the enclosed Request for Tender Document and to submit Tenders for the following Project:

**RFT T2020-011**  
**Interior Fit-up**  
**Store #547 - Ottawa**

ENQUIRIES DUE BY: **September 24, 2020**  
**at 4:00 p.m. Toronto Time**  
By email: [sreyashi.dehal@lcbo.com](mailto:sreyashi.dehal@lcbo.com)

CLOSING DATE and TIME: **October 1, 2020**  
**at 3:00:59 p.m. Toronto time**  
Via Biddingo.com Electronic Bidding System

The LCBO expects all suppliers to adhere to the LCBO's Supplier Code of Business Conduct ("Supplier Code"), which is available at [LCBO Supplier Code of Business Conduct – English](#) / [LCBO Supplier Code of Business Conduct - French](#). The Supplier Code sets out principles applicable to all suppliers (including both suppliers of beverage alcohol products and suppliers of non-alcohol goods or services) that wish to establish and maintain a business relationship with the LCBO.

Please refer to the attached Request for Tender document for details.

Sincerely,

Sue Dehal  
Procurement Specialist

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# LCBO

RFT T2020-011

REQUEST FOR TENDER

For

INTERIOR FIT-UP

For

STORE #547 – OTTAWA

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Following revisions have been made to the RFT and the Supplementary Conditions. Bidders should review the revisions in the RFT and Supplementary Conditions document prior to submission.

Section	
RFT 1.06 Contract Documents	<p><b>Additional section 1.06.2</b></p> <p>.2Bidders are encouraged to review the supplementary conditions to the CCDC 2 included in this RFT in this respect, specifically those related to GC 6.5 – DELAYS. Pursuant to GC 6.5 – DELAYS, delays in the Contractor’s performance of the Work caused by the continued spread of the virus leading to COVID-19 and the responses taken to the pandemic by the Governments of Canada and the Province of Ontario will constitute a cause beyond the Contractor’s reasonable control entitling it to an extension to the Contract Time in accordance with the terms of the Contract, however, notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall not be entitled to additional costs or an adjustment to the Contract Price.</p>
RFT 1.06 Contract Documents	<p><b>Additional section 1.06.3</b></p> <p>.3 General contractors are required to identify which publisher will be used for the Certificate of Substantial Completion.</p>
RFT, 1.14 Occupational Health & Safety Review & Audit	<p><b>Additional section 1.14.5</b></p> <p>.5 The successful Bidder shall, at no additional cost to the LCBO, comply with and cause its Subcontractors, Suppliers and any other persons present at the site of work to comply with, any legislative amendments, controls, regulations, requirements or orders that were or get issued by the Governments of Canada and the Province of Ontario in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.</p>
RFT, 1.16 Execution of Contract	<p><b>Additional section 1.16.5</b></p> <p>.5 Bidders acknowledge that the anticipated commencement of construction date referenced in this RFT is subject to adjustment by the LCBO in its sole and absolute discretion prior to the execution of the construction contract with the successful bidder. No bidder shall make any claim against the LCBO, be entitled to any costs, damages or expenses of any kind whatsoever, or be entitled to adjust prices</p>



	contained in their bid submission on account of any adjustments made by the LCBO to the anticipated commencement of construction date, October 28, 2020, referenced in this RFT.
RFT, 1.19 Subcontractors and Suppliers	<p><b>Additional section 1.19.4 Personal Protective Equipment</b> All Bidders, including subcontractors must wear personal protective equipment at all times during any work being conducted at an LCBO site or while attending at an LCBO site. This may include gloves, protective eye-wear and/or a face mask. To that extent, all bidders, including subcontractors should provide hand sanitizer to its staff. Due to the significant demand, LCBO are not able to provide individuals with any personal protective equipment or hand sanitizer for on-site use.</p> <ul style="list-style-type: none"> <li>• Do not share any personal protective equipment with anyone.</li> <li>• Dispose of all disposable/consumable personal protective equipment before leaving the site.</li> <li>• Wash your hands often and well.</li> <li>• Avoid touching your face, nose, or mouth.</li> <li>• Disinfect any tools that you require on-site, including your mobile device, regularly.</li> <li>• Do not shake hands with anyone or share any tools or supplies at work (incl. your mobile device).</li> <li>• Practice social distancing, which requires a distance of at least 2 meters/6 feet from others at all times.</li> <li>• Do not attend site if you are feeling sick.</li> </ul>
CCDC 2 – 32 GC 6.5 Delays	Amendment to section 32.2
CCDC 2 – 32 GC 6.5 Delays	Additional section 32.5
CCDC 2 – 32 GC 6.5 Delays	Additional section 32.6
CCDC 2 – 34 GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract	Amendment to section 34.1
CCDC 2 – 40 GC 9.4 Construction Safety	Additional section 40.6
CCDC 2 – 42 GC 10.2 Laws, Notices, Permits, And Fees	Amendment section 42.5

## 1.01 PROJECT

### RFT #T2020-011

Liquor Control Board of Ontario  
Interior Fit Up  
Store #547 - Ottawa  
160 Elgin Street  
Ottawa, Ontario K2P 2C

## 1.02 LCBO

LCBO bid opportunities for prequalified General Contractors are posted on Biddingo.com. It is the Bidder's responsibility to monitor Biddingo.com and to respond to notifications from the Biddingo.com Electronic Bidding System.

Please contact Biddingo.com ([www.biddingo.com](http://www.biddingo.com) or 416-756-0955) for additional information regarding the Biddingo.com Electronic Bidding System.

The LCBO Procurement Services Representative is:  
Attn: Sue Dehal, Procurement Specialist  
Email: [sreyashi.dehal@lcbo.com](mailto:sreyashi.dehal@lcbo.com)

## 1.03 BID SOLICITATION

- .1 The LCBO solicits offers on the attached Bid Form for the **interior fit-up for Store #547 in Ottawa (8,000 sq. ft.)**, ON, as described in the Bid Documents.
- .2 The Bid Documents consist of the following:
  - .1 Instructions to Bidders;
  - .2 Bid Form and specified Appendices;
  - .3 Attachments;
    - .1 Health & Safety Acknowledgement for LCBO Construction Renovation and Maintenance Projects (Form LCB 2276)
    - .2 Health & Safety Responsibility Checklist (Construction, Renovations and Maintenance Projects (Form LCB 2277)
    - .3 Construction Health & Safety Audit Inspection Checklist (LCB 2273)
    - .4 Contractor Performance Evaluation Process and Acknowledgement Form
  - .4 Contract Documents.
- .3 Bids shall remain open to acceptance and shall be irrevocable for a period of one hundred and twenty (120) days after the Bid Closing.

## 1.04 DELIVERY OF BIDS and BID CLOSING

- .1 Bids must be signed and dated, include all specified supplementary materials and must be submitted via the Biddingo.com Electronic Bidding System, no later than:

**3:00:59 p.m. Toronto time on October 1, 2020**

the “**Bid Closing**”). Mail, Email and **Faxed submissions to the LCBO will NOT be accepted.**

- .2 Bids received after the specified time of Bid Closing will not be accepted.
- .3 LCBO recommends that Bidders submit their Bids well in advance of the Bid Closing date and time to ensure the transmission is complete and CONFIRMATION from Biddingo.com is received BEFORE the Bid Closing time.
- .4 Bidder(s) will receive an on-screen CONFIRMATION NUMBER and an email of the CONFIRMATION NUMBER from Biddingo.com as validation of the Bidder(s) successful submission and receipt of their Bid. If a Bidder does not receive an on-screen CONFIRMATION NUMBER and email, they should assume that their Bid was not successfully received and should resubmit or contact Biddingo.com at the contact details provided in Section 1.02.
- .5 Bidders are responsible for ensuring that the Bid has been properly submitted through the Biddingo.com Electronic Bidding System. LCBO is not liable to any Bidder for any damages of any kind arising out of or related to the Bidder’s use of the Biddingo.com Electronic Bidding System, including, but not limited to, any lost profits, lost opportunity, special, incidental, direct, indirect, and consequential or punitive damages and Bidders and Bidders waive any claim against LCBO for any such damages.
- .6 In the case of electronic Bid submissions, LCBO shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes/errors in filling the Bid that cause Bidders to submit Bids after the deadline as specified in the RFT. Bids received after the deadline will be deemed late and will not be considered even where a technical issue outside the Bidder’s control caused the Bid to be submitted late.

## 1.05 CONTRACT DOCUMENTS

- .1 All Bidders shall carefully review the Bid Documents and their Bid price shall be deemed to have provided for compliance with the Bid Documents. For the purposes of the Bid, the Contract Documents consist of the following:
  - .1 Canadian Standard Construction Document CCDC2-2008. This document consists of: agreement between the LCBO and Contractor (successful Bidder), Definitions and General Conditions of the Stipulated Price Contract;
  - .2 Supplementary Conditions CCDC2 2008;
  - .3 Specifications (Project Manual)
  - .4 Schedules included in the Specifications
  - .5 Project Drawings:
    - .1 Architectural, Mechanical, Structural and Electrical
    - .2 Standard Details – F, S & R Series

- .6 Construction Purchase Order(s)/Work Order(s), if any;
- .7 Addenda issued prior to Bid Closing
- .2 Bidders are encouraged to review the supplementary conditions to the CCDC 2 included in this RFT in this respect, specifically those related to GC 6.5 – DELAYS. Pursuant to GC 6.5 – DELAYS, delays in the Contractor's performance of the Work caused by the continued spread of the virus leading to COVID-19 and the responses taken to the pandemic by the Governments of Canada and the Province of Ontario will constitute a cause beyond the Contractor's reasonable control entitling it to an extension to the Contract Time in accordance with the terms of the Contract, however, notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall not be entitled to additional costs or an adjustment to the Contract Price.
- .3 General contractors are required to identify which publisher will be used for the Certificate of Substantial Completion.

## 1.06 EXAMINATION OF BID DOCUMENTS and CHANGES TO BID DOCUMENTS

- .1 Bidders shall examine all Bid Documents and shall also visit the site of work and carefully examine all conditions affecting the site and work to be done thereon. No compensation will be made to the successful Bidder for conditions which could reasonably have been determined by examination of the Bid Documents or the site, or both.
- .2 No Bidder may claim any advantage from any error, inconsistency or omission in the Bid Documents. Any Bidder who has questions as to the meaning of any part of the Bid Documents or the Project, or who believes the Bid Documents contain any error, inconsistency or omission, must submit any enquiries in writing or via email by no later than **4:00 p.m. on September 24, 2020** to the Procurement Services Representative indicated in Section 1.02. The LCBO will not be required to respond to late enquiries. The LCBO reserves the right to distribute any and all questions and answers to all Bidders.
- .3 Bidders are requested NOT to make verbal inquiries of LCBO staff or the Project architect. Bidders shall not rely on oral instructions, clarifications, comments or statements of any kind. The LCBO will not be responsible for or bound by oral instructions, comments or statements of any kind, unless provided at a Mandatory Site/Information Meeting.
- .4 Any changes or revisions to the Bid Documents or instructions will be issued by way of formal Addendum to all Bidders who received Bid Documents. Addenda will be consecutively numbered and shall form an integral part of the Bid Documents. If any Addenda are issued, the LCBO may, at its sole discretion, extend the Bid Closing for a reasonable period of time.
- .5 Bidders shall insert, in the space provided in the Bid Form, the Addenda numbers of all Addenda issued prior to the Bid Closing, including any Addenda bound into the Specifications. Failure to acknowledge receipt of all Addenda issued on the Bid Form will result in disqualification of such Bid.
- .6 It is each Bidder's responsibility to ensure it has all of the necessary information concerning the requirements of the Project.
- .7 The LCBO will not be liable for:
  - .1 any costs incurred by any Bidder in the preparation and submission of a Bid including, if applicable, costs incurred for interviews or presentations; or
  - .2 any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder as a result of participating in, or otherwise in connection with, this RFT.

## 1.07 PREPARATION OF BID

- .1 The Bid shall be submitted on the original Bid Form and specified Appendices issued by the LCBO. The Bid Form and specified Appendices shall not be altered in any way including, but not limited to, write-ins, strike-outs or any qualifying statements. Any Bid submitted containing such alterations may be disqualified.
- .2 Fill in all blanks in the Bid Form and specified Appendices as instructed. Bid Documents not completed in full may be rejected.
- .3 Each Bid must include, at time of closing, the following:
  - .1 Bid Form Section 00300
  - .2 Subcontractors and Suppliers (Bid Form – Appendix ‘C’)
  - .3 Agreement to Bond (Performance and Labour and Materials Payment) (Duly Executed Original)
  - .4 Health & Safety Acknowledgement for LCBO Construction Renovation and Maintenance Projects (Form LCB 2276).
- .4 Bid Forms must be executed with a signature by an individual with authority to bind the Bidder. **Failure to submit a signed Bid Form, specified Appendices and all the required forms above will result in disqualification of the Bid.**
- .5 Price Breakdown (Bid Form – Appendix ‘A’) must be completed in full and include a monetary amount in all the line items and must be submitted by each Bidder via email to the Procurement Services Representative as identified in Section 1.02, **no later than one (1) hour after Bid Closing.** Where a Bidder does not submit Appendix ‘A’ one (1) hour after closing, the LCBO may reject the Bid.
- .6 The list of proposed subcontractors (as set in Subcontractors and Suppliers Bid Form – Appendix ‘C’) shall be submitted by each Bidder no later than the Bid Closing. The LCBO reserves the right to review the list of subcontractors provided by each Bidder and in its sole discretion, request the substitution of any subcontractor proposed.
- .7 Health & Safety Acknowledgement for LCBO Construction Renovation and Maintenance Projects (Form LCB 2276) must be signed and completed in full and must be executed with an original signature by an individual with authority to bind the Bidder. **Failure to submit a signed Health & Safety Acknowledgement for LCBO Construction Renovation and Maintenance Projects (Form LCB 2276) will result in the disqualification of the Bid.**
- .8 The LCBO will consider all Bids as confidential, subject to the provisions and disclosure requirements of the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time. The LCBO will however have the right to make copies of all Bids received for its internal review process.

## 1.08 REVISIONS OF BIDS

- .1 Revisions to a submitted Bid will be permitted if the revision is received prior to Bid Closing.
- .2 Revisions received after the Bid Closing will not be considered.
- .3 Bidders submitting a revised Bid must re-submit all documentation stated in Section 1.08.3 prior to the Bid Closing. **Failure to submit all required forms as indicated in Section 1.08.3 will result in disqualification.**

## 1.09 WITHDRAWALS OF BIDS

Bids may be withdrawn at any time prior to the Bid Closing.

## 1.10 EVALUATION OF BIDS

- .1 The LCBO shall evaluate Bids and award the contract based upon the following criteria, which are not listed in any particular order:
  - .1 price submitted;
  - .2 choice of subcontractors; and
  - .3 past performance on LCBO projects.
- .2 The LCBO will not necessarily award a contract to a Bidder or to a Bidder submitting the lowest Bid. The LCBO reserves the right, in its sole discretion and for any reason whatsoever to
  - .1 accept or reject any Bid in whole or in part; or
  - .2 not to proceed with all or any part of the Project, without any obligation to any Bidder.

## 1.11 CONTRACT SECURITY

- .1 The Bidder must submit as part of its Bid an Agreement to Bond from an authorized Canadian Surety, for a Performance Bond and a Labour and Materials Payment Bond in favour of the "Liquor Control Board of Ontario" each in an amount equal to fifty percent (50%) of the Total Stipulated Price. The Agreement to Bond must be duly executed *and sealed* by the Surety. **All signatures and seals shall be original.**
- .2 Failure to submit the required Agreement to Bond with a Bid will result in the disqualification of such Bid.
- .3 The Performance Bond and Labour and Materials Payment Bond must be submitted to the LCBO, within five (5) business days upon notification of award by the successful Bidder. These bonds shall be in accordance with Article GC 11.2 of the General Conditions of the Stipulated Price Contract.

## 1.12 INSURANCE

The successful Bidder shall submit to the LCBO, within five (5) business days of notice of the award by the LCBO, certificates of insurance confirming the insurance requirements as set out in Article GC 11.1 of the General Conditions of the Stipulated Price Contract.

## 1.13 OCCUPATIONAL HEALTH & SAFETY REVIEW & AUDIT

- .1 At all times, while working at any LCBO property, the successful Bidder will be responsible for all aspects of Health and Safety including the strict adherence to all applicable provisions of the Ontario Occupational Health and Safety Act (OHSA) and the applicable Regulations.
- .2 The successful Bidder shall submit to the LCBO, within five (5) business days of notice of the award by the LCBO a copy of the Bidder's Occupational Health and Safety Policy and program developed to implement its Occupational Health & Safety Policy. The successful Bidder's Occupational Health and Safety Policy and program to implement its Occupational Health and Safety policy shall comply with all the requirements of Ontario Regulation 213/91, Regulations for Construction Projects, under the *Occupational Health and Safety Act* (Ontario), as amended from time to time.

- .3 Prior to commencement of any work under the contract, the LCBO Project Representative will arrange to meet with the successful Bidder to discuss the expectations of the LCBO with regard to Occupational Health and Safety as it pertains to this Project including a review of the successful Bidder's Health and Safety Policy and Program.
- .4 Once the work under the contract commences, the LCBO Project Representative will conduct random field/site audits of the successful Bidder's construction practices and safe work procedures to ensure strict compliance with the OHSA, its regulations and the Bidder's Health and Safety Manual. Negative audit evaluations may result in the termination of the contract by the LCBO and could also result in the successful Bidder being prohibited from bidding on any future LCBO project for a period of **two (2) years**.
- .5 The successful Bidder shall, at no additional cost to the LCBO, comply with and cause its Subcontractors, Suppliers and any other persons present at the site of work to comply with, any legislative amendments, controls, regulations, requirements or orders that were or get issued by the Governments of Canada and the Province of Ontario in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.

## 1.14 WORKPLACE SAFETY AND INSURANCE BOARD

The successful Bidder shall submit to the LCBO, within five (5) business days of notice of the award by the LCBO, a certificate of clearance from the Workplace Safety and Insurance Board (Ontario) covering all employees of the Bidder.

## 1.15 EXECUTION OF CONTRACT

- .1 The acceptance of a Bid and the award of the contract or any part thereof will be made in writing and only in writing. The successful Bidder will be required to enter into and execute the Contract Documents.
- .2 In the event that the successful Bidder fails or refuses to enter into and duly execute the Contract Documents acceptable to the LCBO within ten (10) business days of the award by the LCBO, or such time as stipulated in writing by the LCBO, the LCBO reserves the right, in its sole discretion, to award the contract to another Bidder, not accept any Bids or call for a new Bid. The defaulting Bidder shall be liable for all losses, damages, costs and expenses (including consequential losses and damages, and legal fees on a solicitor and client basis) suffered or incurred by the LCBO as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Bidder in its Bid.
- .3 In the event that the Contract Documents are not executed by the successful Bidder within the time required by the LCBO, the LCBO may, without limitation to any other remedies available at law or in equity, disqualify that supplier from participating in future LCBO procurement project. Also, in the event that the Contract Documents are not executed by the successful Bidder within the time required, and/or the insurance, contract security or other required documentation is not provided within the time required, the LCBO may, without limitation to any other remedies available to it at law or in equity, disqualify that supplier from participating in future LCBO procurement project.
- .4 The successful Bidder shall not start any work on the Project before the Contract Documents between the LCBO and the successful Bidder have been executed by the successful Bidder and the LCBO and all documents required by the Bid Documents have been received and accepted by the LCBO.
- .5 Bidders acknowledge that the anticipated commencement of construction date referenced in this RFT is subject to adjustment by the LCBO in its sole and absolute discretion prior to the execution of the



construction contract with the successful bidder. No bidder shall make any claim against the LCBO, be entitled to any costs, damages or expenses of any kind whatsoever, or be entitled to adjust prices contained in their bid submission on account of any adjustments made by the LCBO to the anticipated commencement of construction date, October 28, 2020 referenced in this RFT.

## 1.16 RIGHTS OF THE LCBO

- .1 The LCBO reserves the right to reject a Bid whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the LCBO may request clarification, including supplementary information relating to the clarification, where any Bidder's intent is unclear and may waive or request amendment where in the opinion of the LCBO, there is a minor irregularity or omission in the information that is to be submitted in a required document. Any response to a request received by a Bidder shall, if accepted by the LCBO, form an integral part of that Bidder's Bid.
- .2 Any mathematical errors made by the Bidder in the Price Breakdown will be corrected by the LCBO and the Total Stipulated Price shall be adjusted accordingly, and the revised amount shall prevail.

## 1.17 SUBCONTRACTORS AND SUPPLIERS

- .1 Please note Supplier(s) named in Appendix "C" List of Subcontractors and Suppliers have been selected by the LCBO for this Project. The LCBO will assign the Construction Purchase Order(s)/Work Order(s) issued to such Supplier(s) by the LCBO to the successful Bidder. The successful Bidder will be required to:
  - .1 accept such assignments and the terms and conditions of the Construction Purchase Order(s)/Work Order(s); and
  - .2 provide through the selected Supplier(s), the goods and services identified in the Construction Purchase Order(s)/Work Order(s) in accordance with the Contract Documents. Following the assignments, the selected Supplier(s) shall become subcontractors of the successful Bidder for this Project.
- .2 Bidders should note that in some Section(s) of the Contract Documents a specific Subcontractor or Supplier may be named. In such instances only those so named are to be included in the Appendix "C" – List of Subcontractors and Suppliers in the Bid Form. Where more than one Subcontractor or Supplier is named, the Bidder shall select the Subcontractor or Supplier of its choice from those named.
- .3 For Section(s) of the Contract Documents where no specific Subcontractor or Supplier is named the Bidder may opt to use a Subcontractor or Supplier of its choice or use its own company to complete the Section(s) of the Contract Documents identified.
- .4 **Personal Protective Equipment**

All Bidders, including subcontractors must wear personal protective equipment at all times during any work being conducted at an LCBO site or while attending at an LCBO site. This may include gloves, protective eye-wear and/or a face mask. To that extent, all bidders, including subcontractors should provide hand sanitizer to its staff. Due to the significant demand, LCBO are not able to provide individuals with any personal protective equipment or hand sanitizer for on-site use.

- Do not share any personal protective equipment with anyone.
- Dispose of all disposable/consumable personal protective equipment before leaving the site.



- Wash your hands often and well.
- Avoid touching your face, nose, or mouth.
- Disinfect any tools that you require on-site, including your mobile device, regularly.
- Do not shake hands with anyone or share any tools or supplies at work (incl. your mobile device).
- Practice social distancing, which requires a distance of at least 2 meters/6 feet from others at all times.
- Do not attend site if you are feeling sick.

## **1.18 CONFLICT OF INTEREST**

The Bidder is required to disclose any real, apparent or potential conflict of interest that comes to its attention in preparing its Bid, during the evaluation or during the term of any subsequent agreement. The Bidder shall accept any determination by the LCBO, including any requirements to withdraw from the bidding or agreement.

## **1.19 COLLUSION**

Upon presentation of evidence of collusion, intent to defraud, or other illegal practices on the part of a Bidder, the Bid of such Bidder will be disqualified. If there is any evidence of misleading or false information having been given, the LCBO may, at its sole discretion, reject a Bid.

## **1.20 LITIGATION**

The LCBO may, in its absolute discretion, reject a Bidder's Bid if the Bidder, or any officer or director of the Bidder, is or has been involved within five years of the date of this RFT either directly or indirectly through another corporation:

- .1 in a legal action taken by the LCBO, any of its Board members, officers or employees in connection with any matter related to the LCBO, or
- .2 in a legal action against the LCBO, any of its Board members, officers or employees, in connection with any matter related to the LCBO, including without limitation, arising from the LCBO's exercise of its powers, duties, or functions.

## **1.21 GOVERNING LAW**

This RFT, the RFT process, and any contract(s) entered into in connection with this RFT shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

## **1.22 CONTRACTOR PERFORMANCE EVALUATION**

- .1 Information relating to the Contractor Performance Evaluation Process will be provided to the successful Bidder at the kickoff meeting. The successful Bidder will be required to sign the attached Contractor Performance Evaluation Process and Acknowledgement Form thus acknowledging that the successful Bidder understands the Contractor Evaluation Process and its implications.
- .2 The LCBO shall evaluate the successful Bidder's performance during and upon completion of the Project using Contractor Performance Evaluation Report Card. The purpose for the Contractor Performance Evaluation Report Cards is to assess whether the successful Bidder has met all of the Project objectives as outlined in the Contract documents.

- .3 All Contractor Performance Evaluation Report Cards will be in detail and will identify any deficiencies noted in any of the above criteria and will be communicated to the successful Bidder.
- .4 When successful Bidder receives a total accumulated average score below 60% for all applicable Contractor Performance Evaluation Reports Report Cards throughout the term of a construction project, OR when successful Bidder receives an accumulated total of three (3) failed Contractor Performance Evaluation Reports Report Cards as a result of Health & Safety infractions during the term of a construction project, the successful Bidder will be immediately suspended from bidding on any future LCBO projects for a period of two (2) years from the date of suspension. Upon the return of a suspension, the suspended contractor will be reinstated and placed at the bottom of the waiting list of pre-qualified contractors.
- .5 Upon its return from the suspension, If the successful Bidder receives a total accumulated average score below 60% for all applicable Contractor Performance Evaluation Reports Report Cards throughout the term of a new LCBO construction project, OR when the successful Bidder receives an accumulated total of three (3) failed Contractor Performance Evaluation Reports Report Cards as a result of Health & Safety infractions during the term of a new LCBO construction project, the successful Bidder will be immediately suspended for an additional three (3) years to bid on any future LCBO Projects. Upon the return of a suspension, the suspended contractor will be reinstated and placed at the bottom of the waiting list of pre-qualified contractors.

END OF DOCUMENT

**BID FORM FOR:**

**BIDDER:**

RFT # T2020-011  
Liquor Control Board of Ontario  
New Store Interior Fit-up  
Store #547  
160 Elgin Street  
Ottawa, ON

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Street Number and Name)  
\_\_\_\_\_  
(City, Province, Postal Code)  
\_\_\_\_\_  
(Telephone Number)  
\_\_\_\_\_  
(Email Address)  
\_\_\_\_\_  
(Representative)

**CLOSING DATE:**  
3:00:59 P.M. Toronto Time on  
October 1, 2020

Submit Bid to: **Sue Dehal, Procurement Specialist**  
**Via Biddingo.com Electronic Bidding System**

1. We, the undersigned, declare that we have carefully examined all Specifications and Drawings and the Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive; and the Form of Agreement between LCBO and Contractor, the General Conditions of the Canadian Standard Construction Document, CCDC2-2008, Stipulated Price Contract, as supplemented for this Project; and the Instructions to Bidders; visited and investigated the site and examined all conditions affecting the work; and if notified in writing of the acceptance of this Bid within one hundred and twenty (120) days of the latest date specified in the Instructions to Bidders for receipt of Bids, we agree to provide all materials and perform all work shown and described in these documents in accordance with the terms and conditions thereof for the Total Stipulated Price in lawful money of Canada as follows:

.1	Stipulated Price	\$ _____
.2	H.S.T	\$ _____
.3	Total Stipulated Price	\$ _____

2. The Undersigned agrees to commence work on this project upon acceptance of this Tender by the LCBO, and upon execution of the contract of this Tender by the LCBO or such longer period as may be approved in writing by the LCBO, and **estimated Construction Start of October 28, 2020 and Anticipated Completion Date of January 8, 2021.** Any overtime work and costs required by this contractor or sub-contractor to complete this work is included in our bid.
3. The Undersigned hereby submits that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction schedule; and are satisfied that the Subcontractors, material suppliers and equipment suppliers on which this Bid is based are capable of meeting all requirements of the schedule, and of executing the Work in accordance with the Specifications and Drawings, the Instructions to Bidders and Bid Form and together with Addenda listed in the Bid Form.

4. The Undersigned agrees that our Bid is valid and subject to acceptance by the LCBO for a period of one hundred and twenty (120) days from date of bid receipt, and that if notified of award of the Contract will:
  - .1 Execute a Contract with the LCBO on the specified Form of Agreement in accordance with Instructions to Bidders, Section 00100, Section 1.16.
  - .2 Furnish to the LCBO within five (5) business days upon notification of award, copies of the insurance certificates, Occupational Health & Safety policy and program and Workplace Safety and Insurance Board certificate of clearance, in accordance with Instructions to Bidders, Section 00100, Sections 1.13, 1.14 and 1.15.
  - .3 Furnish to the LCBO upon request, a cost breakdown as specified in Section 01 33 00, providing a complete breakdown of the Contract Amount by sub-trades and a separate schedule of estimated monthly progress claims, for the purpose of reviewing progress payments.
  - .4 Furnish to the LCBO within five (5) business days upon notification of award, an original Performance Bond and a Labour and Materials Payment Bond issued by a Surety acceptable to the LCBO **each** in the amount of 50% of the Total Stipulated Price to ensure the full and proper completion of the Contract, in accordance with Instructions to Bidders, Section 00100, Section 1.12.
  - .5 Furnish to the LCBO no later than one (1) hour after Bid Closing, a complete Price Breakdown (Bid Form – Appendix 'A') via email to the Procurement Services Representative as identified in Section 1.02.
5. We have attached to the Bid Form the following documents:
  - .1 Subcontractors and Suppliers (Bid Form – Appendix 'C')
  - .2 Agreement to Bond (Performance Bond and Labour and Materials Payment Bond) (Duly Executed)
  - .3 Health and Safety Acknowledgment for LCBO Supply and Service Contracts (LCB 2276)

I acknowledge that providing my name on the line below in electronic form will constitute a signature for the purposes of the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.

I have authority to bind the above-named Bidder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

NAME OF BIDDER: \_\_\_\_\_

PROJECT: **Interior Fit-up STORE #: 547– Ottawa (160 Elgin)**

INTERIOR FIT-UP

NOTE: The following prices include all labour, materials, installation, overhead, profit and all relative charges.

Price Breakdown (Bid Form-Appendix ‘A’) shall be completed and submitted to LCBO Procurement Services & Contract Management Department no later than one (1) hour after Bid Closing via email to the Procurement Services Representative, [sreyashi.dehal@lcbo.com](mailto:sreyashi.dehal@lcbo.com)

Administration, Site Supervision and Division 1 (overhead relating to Interior Fit-up) Refer to section 01 11 00 Summary of Work. The GC may include costs for the coordination and supervision of all LCBO vendors.	\$
Metal – structural, miscellaneous and deck (work relating to mezzanine)	\$
Rough Carpentry pertaining to interiors	\$
Drywall Finishes	
Openings pertaining to the interiors, including: <ul style="list-style-type: none"> <li>- Metal Doors and Frames, Wood Doors, Impact Traffic Doors,</li> <li>- Hardware pertaining to the interior, Glass and Glazing pertaining to the interior</li> <li>- Sliding automatic doors for cold room</li> </ul>	\$
Glazing colour gradient film	\$
Flooring Finishes (excluding Concrete Finishes)	\$
Painting Finishes	\$
Accordion Folding Grille at Vestibule	\$
Floor/Foot Grille at Vestibule	\$
Interlocking Rolling Shutters (Including security scissor gate beside vestibule)	\$
Washroom Accessories, Manufactured Specialties	\$
Rolling Shades & Furniture	\$
Appliances	\$
Sound System	\$
Mechanical	\$
Retail Fridge (Enofrigo Unit)	\$
Air Balancing and Testing	\$
Fire Suppression, Sprinkler Distribution	\$
Building Automation System (BAS)	\$
Electrical: Excluding the supply of lamps and light fixtures (Lamps and light fixtures supplied by LCBO and GC Electrician to include costs for	\$

installation)	
Millwork- (Installation only)	\$ 17,322.00
Warehouse Racking - (Installation only)	\$ 1,450.00
Retail Metal Shelving - (Installation only)	\$ 15,000.00
Refrigeration – Cold Room - (Installation only)	\$ 63,441.14

NAME OF BIDDER: \_\_\_\_\_

The Bidder proposes that the Subcontractors and Suppliers listed below shall be used to carry out the Work for this Project. It is agreed that no substitution shall be made without the express written approval of the LCBO.

The Bidder understands that where it plans on using its own forces for any of the section(s) of Work, it will also indicate in the spaces provided by inserting its own name.

The following are the Subcontractor or Supplier the Bidder proposes to use for the section(s) of Work.

<b><i>Section of Work</i></b>	<b><i>Name of Subcontractor</i></b>
Drywall (Partitions and Ceilings):	
Flooring:	
Plumbing:	
HVAC:	
Air Balancer:	
Electrical:	
Building Automation Systems	Standard Mechanical – 905- 625-9772 Bill Keates
Refrigeration Units including THC unit where required: (Installation)	Neelands Group Ltd – 905-516-8132, Scott Corbett
Metal Shelving: (Installation)	Vic Store Fixtures 1-888-758-0626 Ext. 300, Ashley Pennings
Millwork: (Installation)	Archmill House - 905-648-7330, Brad Buchan
Warehouse Racking: (Installation)	G.N. Johnston Equipment- 204-218-4318, James Jones

**END OF DOCUMENT**



## Health & Safety Acknowledgement for LCBO Construction, Renovation and Maintenance Projects

At all times during the execution of this construction project, the Contractor is responsible for ensuring the Health and Safety of all workers, sub-contractors, supervisors, LCBO Employees and LCBO Customers.

The Contractor is required to fulfill all of the Duties and Responsibilities as defined under the **Occupational Health and Safety (OHS) Act and applicable Regulations** for both the **Employer** and the **Constructor**.

Prior to the commencement of work, the Contractor will be required to demonstrate to the LCBO that they understand what these aforementioned Duties and Responsibilities are, and that they are prepared to abide by them throughout the course of the project to its completion. This will, in part, be done by having the Contractor provide to the LCBO, a copy of their OHS Policy and Program for review prior to commencement of the work.

During the course of the project, the LCBO will do random, unannounced Health and Safety Audit Inspections using the attached "Health and Safety Audit Inspection Checklist" (LCB 2273) to ensure that the Contractor is in fact fulfilling all of their duties and responsibilities on site.

Failure to maintain the items listed in the attached LCBO Health and Safety Audit Inspection Checklist (LCB 2273) at any time during the duration of the contract may result in a failing score for that audit inspection. A failed audit inspection may result in an "Unacceptable" score on the Health and Safety section of the next Contractor Report Card, which will result in a failing score for that report card.

Any contraventions of the OHS Act and the applicable Regulations for Construction Projects or the Contractors' own Health & Safety Policy and Program will be brought to the attention of the Contractor immediately. The Contractor will be expected to rectify all such contraventions immediately and will ensure that reoccurrence of those identified contraventions will not happen. The Contractor will sign the inspection report and will receive one (1) copy which will be kept on site. Another copy will be entered into the minutes of the next regular site meeting.

For ***New Construction Projects***, over the course of the contract, the LCBO will complete a specified number of "Contractor Report Cards" which includes a section on Construction Health and Safety. Each section of this report card must receive a passing score or the report card will be classified as a failure. If the Contractor receives an unacceptable number (based on the type of project) of failed reports, they will be prohibited from bidding on LCBO contracts for two (2) years.

For ***All Other Construction, Renovation, and Maintenance Projects***, if, over the course of the project, the Contractor receives three (3) or more failed or "Unacceptable" Health and Safety Audit Inspection reports, they will be prohibited from bidding on LCBO contracts for two (2) years.

**Note:** At all times, an LCBO Store/Facility Manager or their designate has, at their discretion, the authority to stop any activity that he/she feels is endangering LCBO employees and/or customers, or that puts the store, property or products at risk of damage. The Contractor will be expected to rectify all such situations immediately and ensure that they don't happen again.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_:

Company Name: \_\_\_\_\_

Contractor's Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND COMPLETED IN FULL, FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION. FAILURE TO SUBMIT THIS FORM AT TIME OF BID CLOSING WILL RESULT IN DISQUALIFICATION.**





## **Health & Safety Responsibilities Checklist (Construction, Renovation and Maintenance Projects)**

The following list of basic Health and Safety requirements and documentation is provided by the LCBO to assist the Contractor. This list is not exhaustive of all of the Contractor's duties and responsibilities under the Occupational Health and Safety Act (Act) and Regulations for Construction Projects (Regs) and the Contractor is still responsible to fully comply with all sections of the Act and Regs that applies to the work. Prior to the commencement of work, at the kick-off meeting, the Contractor will be required to discuss and provide information for all of the items listed below, as well as any other Health and Safety concerns specific to the work.

In the event that there are inconsistencies between this checklist and the Act and Regs, the Contractor must follow the Act and Regs.

### **1.0 Health and Safety Requirements**

All of the documentation required by the LCBO regarding occupational health and safety on our construction and renovation work sites represents existing legal duties and responsibilities of the Contractor under the Act and Regs.

As the "Owner" of the work, the LCBO is required to ensure that the Contractor is competent, and is capable of fulfilling their legal duties and responsibilities as the Constructor (the General Contractor) and as the Employer (should any of the workers on site are employed directly by the G.C.) as defined under the Act.

1.1 The following is a list of items that they must post on site as per the OHS Act and the WSIB Act:

### **POST ON SITE**

Construction employers are required by law to have certain items posted in the workplace. As a contractor you are required to post at least the following:

- *Occupational Health and Safety Act* and Regulations for Construction Projects
- Company health and safety policy
- Any Ministry of Labour (MOL) inspector's orders and reports
- Written emergency procedure (refer to Emergency Response Planning [B030] available from CSAO)
- WSIB poster on how to report injuries (P085 available from CSAO)
- MOL notification form if the project is valued at more than \$50,000 or falls under one of the other conditions in Section 6 of the construction regulation (Ontario Regulation 213/91)
- Address and phone number of nearest MOL office
- DANGER signs in hazardous areas
- Location of toilet facilities
- Valid certificate of first aider on duty
- Name, trade, and employer of health and safety rep, if applicable.
- An up-to-date file of MSDS sheets for all chemical products being used on this project site. All records shall be no more than 3 years old.

At all times during this contract the Contractor will ensure that all of these items are posted in a conspicuous location and that all documents are readily available to all workers.

1.2 At the kick-off meeting, the Contractor shall provide the LCBO with a current (signed and dated this year) copy of their Health and Safety Policy and Program which shall comply with the requirements of the OHS Act.

## Health & Safety Responsibilities Checklist Continued....

- 1.3 The Contractor shall provide records of all required health and safety training for all of their staff as well as all sub-trade workers (if any) that will be on site at any time. The training records for each worker will be kept on site for the duration of the project and no worker will be allowed to do any work on site until proper, current training records for them have received on site.
- 1.3.1 The minimum required training for all workers on site at any time will be:
- WHMIS-with a program or review certificate dated not more than 1 year ago
  - Basic Fall Protection
  - C of Q's for any skilled trades (electrical, mechanical or plumbing)
- Current, up to date records of training for all workers will be kept on site and be made available for review by the LCBO.
- 1.3.2 The complete list of Required Training for specific work-related tasks as stated in the Regulations for Construction Projects under the OHS Act is included at the end of this submission. The Contractor shall ensure that all of their own work force and all of their sub-trades that do any of these specified tasks have received all of the applicable Required Training. The records of training for all such trained workers shall be kept on site and shall be available for review by the LCBO. Any worker requiring any of these specified training programs will have a current, up to date record of all such training available on-site prior commencing any of those specified work tasks on site.
- 1.4 As per O.Reg. s. 14 the Contractor shall provide full time supervision at the project site at all times during the project.
- 1.4.1 The site super and all foremen used on site shall be Competent as defined in the OHS Act. The Contactor shall provide proof of Competency Training for the site super and any foremen.
- 1.4.2 The contractor is reminded that, under O.Reg. s. 14(2), the site super must conduct an inspection of the site at least weekly and that a record of these inspections will be kept on site for the duration of the project. The LCBO will want to see these inspection records at each of the site meetings.
- 1.5 The LCBO insists on strict adherence to the Housekeeping section of the Construction Regulations (O.Reg. s. 35) which requires that the workplace will be cleaned as often as necessary **and at least once per day**. To accommodate this, the Contractor will make provisions for an adequate number of refuse bins on site.
- 1.6 In general, the Contractor will ensure that all equipment such as ladders and scaffolds are in good condition, free of bent or damaged sections and that all ramps and work platforms will be at least 18" wide and comply with O.Reg. s. 135.
- 1.7 The Contractor will supply and maintain a proper First Aid Kit on site at all times during the project.
- 1.7.1 The First Aid Kit will be of adequate size and composition as to comply with Regulation 1101 of the WSIB Act. The First Aid Kit will be located in a conspicuous location and will be readily available to all workers.
- 1.7.2 The Contractor will have an adequate number of properly trained First Aid Providers on site and a copy of their current training certificate will be posted conspicuously near the First Aid Kit.



Construction Health & Safety Audit Inspection Checklist

Inspected by:	Signature:
Store # & Location:	Project Name:
Project Start Date:	Type Of Project:
Inspection Date:	Copies to: <b>Program Manager, SDRE FES</b>
Contractor Name:	Overall Inspection Score: ____ ( <u>G</u> ood, <u>A</u> cceptable, <u>U</u> nacceptable)

<b>1 SITE ACCESS</b>	<b>Selected applicable situation (N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Clean, clear Adequate ramps Adequate stairs Adequate ladders		
<b>2 PROTECTIVE EQUIPMENT</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Hard hats worn (and other PPE: face, eye etc.) Foot protection worn Fall protection worn		
<b>3 GUARDRAILS/HANDRAILS, BARRICADES</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Located where required Properly constructed/Secured		
<b>4 LADDERS/SCAFFOLDS</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Secured/Tied off (extension ladders) Proper angle (extension ladders) Proper size and type Safe, usable condition		
<b>5 HOARDING</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Secure and in good condition Located where required Type and Size Specified		
<b>6 FIRE PROTECTION</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Extinguishers (by Contractor)		
<b>7 HOUSEKEEPING</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Clear walkways/doorways Clear work areas Garbage/debris in controlled piles or bins		
<b>8 FALL PROTECTION IN USE</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Unprotected Openings and Edges Working from Scaffolds/Ladders		
<b>9 EXTENSION CORDS</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
General condition of casing, ends, and connections Trip hazards		
<b>10 WORKER EDUCATION</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____ _____ _____
Signed H&S Orientation Doc. WHMIS training Basics of fall protection Electrician's C of Q card Others (as required)		

<b>11 FIRST AID REQUIREMENTS</b>	<b>Selected applicable situation (N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____
First aid kits (by Contractor)		
<b>12 HEARING PROTECTION AVAILABLE</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____
Hearing protection (by Contractor)		
<b>13 ELEVATING WORK PLATFORM</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Properly used (tied off to platform)		
<b>14 SIGNS &amp; PRINT MATERIAL</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____ _____ _____
OH&S Act and Regulations WSIB Form 82 poster MSDSs H&S Policy & Program (Contractor) Emergency Response Procedure MOL Reports/Documents		
<b>15 Temporary Electric Panel</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Panel in good condition Panel properly/securely mounted Temporary Power (GFI's)		
<b>16 Adequate Work Place Lighting</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Adequate lighting provided		
<b>17 Adequate Ventilation</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____ _____
Work area free of fumes and smoke Fumes and smoke properly/safely vented to the outside of building Hepa-filter used to vent work area		
<b>18 Competent Site Supervision</b>	<b>(N/A, OK, NOT OK)</b>	<b>ACTION:</b> _____ _____ _____ _____ _____
Competent Site Supervisor Competent Acting Site Supervisor		

**Other Comments/Concerns:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Scoring Guide:** **G** (Good) - 1 or less contraventions observed

**A** (Acceptable) - **3 contraventions, excluding** Inspection Item #1, "**Competent Site Supervision**" or less than 3 contraventions observed

**U** (Unacceptable) - 3 contraventions observed, one of which **is** Inspection Item #1,"**Competent Site Supervision**" or more than 3 contraventions observed

Contractor's Representative E-mail address (print):\_\_\_\_\_

Contractor's Representative Name (print):\_\_\_\_\_

Contractor's Representative Signature:\_\_\_\_\_Date:\_\_\_\_\_

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## **LIQUOR CONTROL BOARD OF ONTARIO**

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The Definitions of the Stipulated Price Contract of the Standard Construction Document, CCDC 2, 2008, Stipulated Price Contract are hereby amended as follows:

### **DEFINITIONS**

Add the following definition:

#### **27. Submittals**

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

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

The General Conditions of the Stipulated Price Contract of the Standard Construction Document, CCDC 2, 2008, Stipulated Price Contract are hereby amended as follows:

### **THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

#### **1. GC 1.1 CONTRACT DOCUMENTS**

##### **1.1 Add new sentence to the end of paragraph 1.1.6:**

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

##### **1.2 Amend paragraph 1.1.7 by adding the following to the end of that paragraph:**

“The drawings are, in part, diagrammatic and are intended to convey the scope of the Work and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The Contractor shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the drawings and shall become familiar with conditions and spaces affecting these matters before proceeding with the Work. Where site conditions require minor changes in indicated locations and

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## **LIQUOR CONTROL BOARD OF ONTARIO**

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arrangements, the Contractor shall make such changes at no additional cost to the Owner.”

- 1.3 Further amend paragraph 1.1.7 by adding subparagraphs 1.1.7.5, 1.1.7.6, 1.1.7.7, and 1.1.7.8, as follows:

- .5 “Annotations on the drawings shall govern over the graphic representation of the drawings.
- .6 Finishes in the room finish schedules shall govern over those shown on the drawings.
- .7 Schedules of Division 01 - General Requirements of the Specifications shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the specifications.
- .8 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the Consultant or its sub-consultants are to remain with each of the applicable drawing disciplines.

- 1.4 Add a new paragraph 1.1.11 as follows:

“The organization of Specifications into divisions, sections and articles, and the arrangement of drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of the work to be performed by any trade. The Contractor is responsible for all work required in the Contract regardless of division in the Specifications. Such division shall not obligate the Consultant or Owner to arbitrate to establish limits of responsibility between Contractor and Subcontractor and/or between two or more Subcontractors.”

- 1.5 Add a new paragraph 1.1.12 as follows:

“One set of signed and sealed contract documents shall be retained by each of the Owner and the Contractor.”

- 1.6 Add a new paragraph 1.1.13 as follows:

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"If an item is shown on one document, and it can be reasonably inferred that it was intended to include work not shown on other related documents, the Contract Price shall nevertheless include for the cost of the item of work, unless the Consultant agrees otherwise."

- 1.7 Add a new paragraph 1.1.14 as follows:

"Wherever in the Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval certificate or determination shall be in writing and shall not unreasonably be withheld or delayed."

- 1.8 Add a new paragraph 1.1.15 as follows:

"In its dealings with the Owner under the Contract with respect to matters relating to the performance of the Work, the Contractor shall act reasonably, fairly, in good faith, with due diligence and, where applicable, in accordance with the relevant time periods for taking such action set forth in the Contract with due regard for the terms of the Contract."

## **2. GC 1.4 ASSIGNMENT**

- 2.1 Add the following sentence to the end of GC 1.4.1:

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

## **3. GC 2.2 ROLE OF THE CONSULTANT**

- 3.1 Amend paragraph 2.2.7 in the second and third lines by deleting the words: "...except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER".

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

"If, in the opinion of the Contractor, the Supplementary Instruction involves an adjustment in the Contract Price or in the Contract Time, it shall, within ten (10) working days of receipt of a Supplementary Instruction provide the Consultant and the Owner with a written notice to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the Supplementary Instruction by the Contractor without adjustment in the Contract Price or Contract Time."

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The Consultant and the Owner shall not use Supplementary Instructions to initiate changes to the Work which should properly be administered by means of Change Directives."

#### **4. GC 2.3 REVIEW AND INSPECTION OF THE WORK**

4.1 Replace paragraph 2.3.2 with the following paragraph:

"If work is assigned for special tests, inspections, review or approvals in the Contract Documents, or by the Consultant's instructions, or the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant timely notice of when the work will be ready for review. Contractor shall allow a reasonable period for such review to take place. The Contractor shall arrange for and give the Consultant reasonable notice of the date and time of inspections by other authorities."

4.2 Replace paragraph 2.3.4 with the following paragraph:

"If the Contractor covers or permits to be covered work that has been designated for special tests, inspections, review, or approvals before such special tests, inspections, review, or approvals are made, given or completed, he shall, if so directed, uncover such work, have the inspections, review or tests satisfactorily completed and make good covering work at the Contractor's expense."

4.3 Add paragraph 2.3.8 as follows:

"Where inspection and testing services are specified, the firm employed for such services shall be the firm named by the Consultant."

4.4 Add paragraph 2.3.9 as follows:

"Where standards of performance are specified and the Work does not comply with the specified standard of performance, the deficiency in the Work shall be corrected as directed by the Consultant. Subsequent testing to ensure that the standard of performance has been attained (including re-testing by Owner), shall be carried out at the Contractor's expense and shall not be paid from the cash allowances pursuant to GC 4.1.2."

#### **5. GC 2.4 DEFECTIVE WORK**

5.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:



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

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

#### 6. GC 3.1 CONTROL OF THE WORK

##### 6.1 Add new paragraph 3.1.3:

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

#### 7. GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

##### 7.1 Delete paragraph 3.2.2.1 in its entirety and substitute “intentionally left blank”.

##### 7.2 Delete paragraph 3.2.2.2 in its entirety and substitute “intentionally left blank”.

##### 7.3 Add a new paragraph 3.2.3.4 as follows:

“Subject to **GC 9.4 CONSTRUCTION SAFETY**, for the Owner’s own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation of the Place of the Work, including all of the responsibilities of the “Constructor” under the *Occupational Health and Safety Act* (Ontario).”

#### 8. GC 3.4 DOCUMENT REVIEW

##### 8.1 Delete the second sentence of paragraph 3.4.1 and replace it with the following two sentences:

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“Such review by the Contractor shall meet the standard of care described in paragraph 3.14.1 of this Contract. Except for the obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents.”

- 8.2 Amend paragraph 3.4.1 in the fourth line, at the beginning of the third sentence, by adding the words, “Provided it has exercised the degree of care and skill described in this paragraph 3.4.1, the Contractor...”.

- 8.3 Add new paragraph 3.4.2:

3.4.2 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 by means of a written Request for Information (“RFI”), who will provide written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.

- 8.4 Add new paragraph 3.4.3 as follows:

“Notwithstanding the foregoing, errors, inconsistencies 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. The Contractor shall not use RFIs, issued during execution of the Work, in and of themselves to establish a change and/or changes in the Work pursuant to Part 6 - CHANGES IN THE WORK. In the event an RFI or the cumulative effect of RFIs leads to what the Contractor considers to be a change in the Work, then the procedure under Part 6 - CHANGES IN THE WORK shall be followed.”

## **9. GC 3.5 CONSTRUCTION SCHEDULE**

- 9.1 Delete paragraph 3.5.1 and replace it with the following:

“The Contractor shall:

- .1 prior to commencement of construction, submit to the Owner and the Consultant for their acceptance a baseline construction schedule indicating the critical path for the Project to demonstrate that the Work will be performed in conformity with the Contract Time, and takes into account any work to be performed by the

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Owner's forces or other contractors. The Contractor shall provide the schedule information required by this paragraph 3.5.1.1. in both electronic format and hard copy;

- .2 provide the necessary expertise and resources, including manpower and equipment, to maintain progress under the construction schedule referred to in paragraph 3.5.1.1 or any successor or revised schedule accepted by the Owner and the Consultant pursuant to this GC 3.5;
- .3 monitor the progress of the Work on a weekly basis relative to the construction schedule referred to in paragraph 3.5.1.1, or any successor or revised schedule accepted by the Owner pursuant to this GC 3.5, and update the schedule for each site meeting, where the frequency of such site meetings shall be as determined by the Owner;
- .4 provide to the Owner and the Consultant at each site meeting a two week detailed look-ahead schedule indicating the major activities to be undertaken or constructed in such two week period;
- .5 advise the Consultant and the Owner in writing of any revisions required to the accepted schedule as the result of extensions of the Contract Time as provided in Part 6 of the General Conditions - CHANGES TO THE WORK and as a result of the work, if any, being performed by Owner's own forces or other contractors;
- .6 advise the Consultant and the Owner in writing of any material slippage in the accepted schedule; and
- .7 if after applying the expertise and resources required under paragraph 3.5.1.2, the Contractor forms the opinion that slippage in schedule reported in paragraph 3.5.1.6 cannot be recovered by the Contractor, it shall, in the same notice provided under paragraph 3.5.1.6 indicate to the Consultant and the Owner if the Contractor intends to apply for an extension of Contract Time as provided in PART 6 - CHANGES IN THE WORK."

9.2 Add a new paragraph 3.5.2 as follows:

"Without limiting the other obligations of the Contractor under GC 3.5, the Contractor shall not amend the baseline construction schedule described in paragraph 3.5.1.1 without the prior written consent of the Owner and the Consultant."

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9.3 Add a new paragraph 3.5.3 as follows:

"If,

- .1 at any time it should reasonably appear to the Owner or the Consultant that the actual progress of the Work is behind schedule or is likely to become behind schedule, based on critical path methodology, and notice of such opinion is given to the Contractor; or
- .2 the Contractor has given notice of slippage to the Consultant and the Owner pursuant to 3.5.1.6,

then the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the schedule and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve the recovery of the schedule."

## 10. GC 3.6 SUPERVISION

10.1 Delete paragraph 3.6.2 in its entirety and replace it with the following:

"The supervisor, and any project manager appointed by the Contractor, shall represent the Contractor at the Place of Work and shall have full authority to act on written instructions given by the Consultant and/or the Owner and the Owner's representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the Contractor and both the supervisor and any project manager shall have full authority to act on behalf of the Contractor and bind the Contractor in matters related to this Contract."

10.2 Add a new paragraph 3.6.3 as follows:

"Notwithstanding GC 3.6.2, the representative of the Contractor attending a meeting with one or more of the Owner or the Owner's representative and the Consultant, shall be deemed to have authority to act on behalf of the Contractor and bind the Contractor in matters related to this Contract."

10.3 Add new paragraph 3.6.3:

3.6.3 The Owner may, at any time during the course of the Work, request the replacement of the appointed representative(s), where the grounds for the request

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involve conduct on the part of the representative(s) which jeopardizes the safety of the Owner's operations, or the proper progress of the Work. Immediately upon receipt of the request, the Contractor shall make arrangements to appoint an acceptable replacement.

#### **11. GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

11.1 Add a new paragraph 3.7.7 as follows:

"Where provided in the Contract, and subject to any special provisions in the tender documents at the time of tender, the Owner may assign to the Contractor, and the Contractor agrees to accept, any contract procured by the Owner for work or services required for performance of the Work which has been pre-tendered, pre-negotiated or pre-ordered by the Owner prior to the commencement of the Work. Following such assignment, the third party shall become a Subcontractor or Supplier under this Contract and the Contractor shall be fully responsible for the work and services of that Subcontractor or Supplier as though such Subcontractor or Supplier had been sourced and contracted by the Contractor rather than the Owner."

11.2 Add a new paragraph 3.7.8 as follows:

"The responsibility as to which Supplier and/or Subcontractor provides the specific labour, products and services for each item of work rests solely with the Contractor, within and in accordance with requirements and limitations listed in the Contract Documents with respect to approval of Suppliers and/or Subcontractors permitted to perform work on the Project."

#### **12. GC 3.8 LABOUR AND PRODUCTS**

12.1 Amend paragraph 3.8.1 by adding the following sentence at the end of that paragraph:

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

12.2 Delete paragraph 3.8.2 and replace it with the following:

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“Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Government Specifications Board or General Standards Board, American Standards Testing Association, 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.”

- 12.3 Amend paragraph 3.8.3 by adding the words, “..., agents, Subcontractors and Suppliers. . .” after the “employees” toward the end of line one. Also with respect to paragraph 3.8.3, add the following new sentence:

“Without in any way limiting the generality of the foregoing, the Contractor shall prepare and implement job site rules consistent with the Contractor’s duties and obligations under the OHSA.”

- 12.4 Add new paragraph 3.8.4 as follows:

“Upon receipt of a written notice from the Consultant, the Contractor shall take action to rectify any situation involving tradesmen and labourers whose work is unsatisfactory to the Consultant or who are considered by the Consultant to be unskilled or otherwise objectionable. If after giving sufficient warning the Contractor is not able to reasonably rectify such situation then such tradesmen or labourers shall be dismissed from the Place of the Work.”

- 12.5 Add new paragraph 3.8.5:

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

- 12.6 Add new paragraph 3.8.6 as follows:

“The Contractor shall not employ any persons to perform Work 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 employ of any such person by

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the Contractor, its Subcontractor or Suppliers shall be at the sole expense of the Contractor.”

12.7 Add new paragraph 3.8.7 as follows:

“The Contractor and the Owner and its representatives shall cooperate and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the work at the Place of the Work, including cooperation to attempt to avoid work stoppages, trade union jurisdictional disputes and other labour disputes.”

### **13. GC 3.10 SHOP DRAWINGS**

13.1 Add new paragraph 3.10.13 as follows:

“The review of shop drawings shall not in and of itself authorize a change in the Contract Price and/or the Contract Time.”

13.2 Add new paragraph 3.10.14 as follows:

“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.

13.3 Add new paragraph 3.10.15 as follows:

“Certain specifications sections require the shop drawings to bear the seal and signature of a professional engineer. Such professional engineer must 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.”

13.4 Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS.

13.5 Add “and Submittals” after the words “Shop Drawings” in clauses 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, and 3.10.11.

### **14. GC 3.11 USE OF THE WORK**

14.1 Add new paragraph 3.11.3 as follows:

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“The Owner shall have the right to enter and occupy the Work in whole or in part for the purpose of placing fittings and equipment or for other uses before completion of the Contract, if, in the opinion of Consultant and with the prior consent of the Contractor such entry and occupation does not prevent or substantially interfere with the Contractor in completion of the Contract within the time specified. Such entry and occupation shall not be considered as acceptance of the Work or in any way relieve the Contractor from responsibility to complete the Contract, and the provisions of GC 9.4.1 shall apply.”

14.2 Add new paragraph 3.11.4 as follows:

“The Contractor shall inform the insurance and/or surety companies who have issued Liability Insurance and Property Insurance and the Performance Bond for this Contract, of the extent of the occupancy. If the occupancy by the Owner requires adjustments of the bonds or insurances, the Contractor shall, subject to the Owner’s approval, initiate and pay for such adjustments on behalf of the Owner and a Change Order or Change Directive will be issued for such adjustment.”

#### 15. GC 3.13 CLEANUP

15.1 Add new paragraph 3.13.4 as follows:

“In performing work to correct deficiencies or work under warranty following Substantial Performance of the Work, the Contractor shall maintain the site in a tidy condition and shall immediately remove waste products and debris.”

15.2 Add new paragraph 3.13.5 as follows:

“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.”

#### 16. GC 3.14 PERFORMANCE BY CONTRACTOR [NEW]

16.1 Add new GC 3.14 PERFORMANCE BY CONTRACTOR as follows:



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- .1 “In performing its obligations, duties and responsibilities under this Contract, the Contractor shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects in a first class and expeditious manner. The Contractor acknowledges and agrees that, throughout this Contract, the Contractor’s obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The Contractor shall exercise the same standard of care in respect of any Products, personnel or procedures which it may recommend to the Owner or employ on the Project.”
- .2 The Contractor further represents, covenants and warrants to the Owner that:
  - .1 The personnel it assigns to the Project are appropriately experienced;
  - .2 It has a sufficient staff of qualified and competent personnel to replace 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 its work under the Contract.”

#### **17. GC 3.15 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS [NEW]**

- 17.1 Add new GC 3.15 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS as follows:

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

#### **18. GC 4.1 CASH ALLOWANCES**

- 18.1 Add new paragraph 4.1.8 as follows:

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“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 Contractor before proceeding with the purchase.”

18.2 Add new paragraph 4.1.9 as follows:

“It is intended that expenditures out of cash allowances be made on the basis of competitive pricing. Unless the Contractor proposes an alternative procurement method, to which the Owner agrees, all cash allowance items shall be tendered.”

18.3 Add new paragraph 4.1.10 as follows:

“Any unexpended portion of a specific cash allowance may, at the sole option of the Owner, be either re-allocated to one or more other cash allowance items under the Contract or alternatively be returned to the Owner as a credit to the Contract Price, without deduction for overhead and profit. Pursuant to paragraph 4.1.5, any adjustment to the Contract Price shall be made by Change Order.”

#### 19. GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

19.1 Delete GC 5.1 in its entirety and replace it with “Intentionally left blank.”

#### 20. GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

20.1 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 interest, liens, and other claims of third parties, subject to claims for lien pursuant to the *Construction Lien Act*.”

20.2 Amend paragraph 5.2.4 by adding the words “within 14 days of execution of the Contract and in any event” after the word “Consultant” and the words “based upon the breakdown of the Contract Price contained in the Contract Documents” after the word “Work”.

20.3 Amend paragraph 5.2.7 by adding the following new sentence at the end of that paragraph:

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“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 the title has passed to the Owner pursuant to GC 13.1 OWNERSHIP OF MATERIALS.”

20.4 Add new paragraph 5.2.8 as follows:

“After the first application, the Contractor shall attach to all subsequent applications for payment, a statutory declaration in form CCDC 9A 2001 that all accounts for labour, subcontracts, Products, construction machinery and equipment, and other indebtedness which may have been incurred by the Contractor and for which the Owner might in any way be held responsible have been paid in full up to the previous invoice, except for amounts properly retained as a holdback or as an identified amount in dispute.”

20.5 Add new paragraph 5.2.9:

“5.2.9 The Contractor shall prepare and maintain current as-built Drawings which shall consist of the Drawings and Specifications revised by the Contractor during the Work, showing changes to the Drawings and Specifications, which current as-built Drawings shall be maintained by the Contractor and made available to the Consultant for review with each application for progress payment. The Consultant reserves the right to retain a reasonable amount for the value of the as-built Drawings not presented for review.”

## **21. GC 5.3 PROGRESS PAYMENTS**

21.1 Amend paragraph 5.3.1.2, in line 1, by deleting “10” and replacing it with “5”.

21.2 Amend paragraph 5.3.1.3, in line 2, by deleting “20” and replacing it with “25”.

21.3 Add new paragraph 5.3.2 as follows:

“If the Contractor fails to provide a statutory declaration as required by Paragraph 5.2.8 or if the Contractor fails to demonstrate compliance with GC 10.4 - WORKER'S COMPENSATION, the Owner shall be entitled to deduct from amounts otherwise payable to the Contractor an amount sufficient to cover any liability which it might incur as a result of the Contractor's failure to provide a statutory declaration or to demonstrate compliance with GC 10.4.”

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**22. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

22.1 Delete paragraph 5.4.3 and substitute the following:

“After the date of Substantial Performance of the Work is established, the Contractor and all Subcontractors who have completed their subcontracts shall complete on a commercially reasonable efforts basis within thirty (30) days all deficient work including providing the required documentation described in GC 5.4.5, unless the reasons for any delay is acceptable to the Owner. All deficient work not completed within the above time may be completed by the Owner and the cost of this work may at the option of the Owner be deducted from the Contractor’s next progress claim.”

22.2 Add paragraph 5.4.4 as follows:

“The Contractor shall publish in a construction trade newspaper in the area of the location of the Work a copy of the Certificate of Substantial Performance within seven (7) days of receiving a copy of the Certificate signed by the Consultant, and the Contractor shall provide suitable evidence of the publication to the Consultant and Owner.”

22.3 Add a new paragraph 5.4.5 as follows:

“The Contractor acknowledges that the submittals described in this paragraph 5.4.5 are critical to the Owner’s use, occupancy and maintenance of the Project and agrees to make such submittals to the Owner, before applying for the payment described in paragraph 5.4.1, as follows:

- .1 submit to the Consultant, with its application for payment, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, shop drawings, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other materials or documentation required by the Contractor, except for record drawings;
- .2 with respect to record or as built drawings, the Contractor shall submit full and complete record drawings to the Consultant within forty-five (45) days of the issuance of the certificate of Substantial Performance of the Work, but such drawings need not be in electronic form. The Owner shall be at liberty to withhold from amounts otherwise payable (excluding statutory holdback) to the Contractor in an amount not to exceed \$20,000 as security for the obligation of the

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Contractor to deliver such record or as built drawings within the time described in this paragraph 5.4.5."

#### **23. GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

23.1 Amend paragraph 5.5.2, by deleting the word "statement" and substituting the words "statutory declaration".

23.2 Add new subparagraphs 5.5.1.3, and 5.5.1.4:

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

5.5.1.4 submit a Workplace Safety & Insurance Board Clearance Certificate."

23.3 Amend paragraph 5.5.2 by adding the following sentence to the end of that paragraph:

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

23.4 Delete paragraph 5.5.3 in its entirety and substitute "Intentionally left blank".

#### **24. GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

24.1 Amend paragraph 5.6.1 by deleting the word "shall" and replacing it with "may" in the third line.

24.2 Add paragraph 5.6.4 as follows:

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

.1 Description of the scope of work included in the subcontract;

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

#### 25. GC 5.7 FINAL PAYMENT

- 25.1 Amend paragraph 5.7.2, by removing "10" and replacing it with "5".
- 25.2 Amend paragraph 5.7.4, in line 2, by removing "5" by replacing it with "25".
- 25.3 Add a new paragraph 5.7.5 as follows:

"Notwithstanding anything else in this GC 5.7 FINAL PAYMENT the Owner shall retain a finishing holdback as provided for in the *Construction Lien Act* (Ontario), which shall be released to the Contractor upon expiry of the lien period provided for under that Act, provided no construction liens have been registered.

- 25.4 Add new paragraph 5.7.6:

5.7.6 As additional requirements for release of finishing construction lien holdback, the Contractor shall submit the following documentation:

- .1 A written declaration that no written notices of lien have been received by it.
- .2 A Statutory Declaration CCDC 9A-2001.
- .3 A Workplace Safety & Insurance Board Clearance Certificate.

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#### 26. GC 5.8 WITHHOLDING OF PAYMENT

26.1 Add a new paragraph 5.8.2 as follows:

“Upon notice to the Contractor, the Owner may withhold or retain all or any portion of any payment due to the Contractor under this Contract to ensure the performance of the Work or to protect the Owner's rights in respect of the events set out in this GC 5.8.2, but only such portion of any payment as is reasonably necessary for such purpose and no more. The Owner may make such withholding or retention upon the occurrence and continuance of any of the following events:

- .1 The Contractor is in default of any of its material obligations under this Contract;
- .2 All or any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents;
- .3 The Contractor has improperly failed to make prompt payments to its Subcontractors and Suppliers respecting Work for which the Owner has made payment to the Contractor; or
- .4 Any lien has been registered against the Project, the Work or any portion of it or against any Product or Products and such lien has not been vacated or discharged pursuant to GC 5.10.

#### 27. GC 5.10 CONSTRUCTION LIENS [NEW]

27.1 Add new GC 5.10 CONSTRUCTION LIENS as follows:

- .1 Notwithstanding anything else in this PART 5 - PAYMENT, in the event a claim for lien is registered against the Project lands, or the Owner receives any written notice of lien, the Owner shall be entitled to withhold any payment otherwise due to the Contractor until such time as such claims have been dealt with as provided below.
- .2 In the event that a written notice of a lien from the performance of the Work is received by the Owner, the Contractor shall, within ten (10) calendar days, at its sole expense, arrange for the withdrawal or other disposal of the written notice of a lien pursuant to the *Construction Lien Act* (Ontario).

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- .3 If a construction lien arising from the performance of the Work is registered against the Project lands, the Contractor shall, within ten (10) calendar days, at its expense, vacate or discharge the lien from title to the Project lands. If the lien is merely vacated, the Contractor shall, if requested, undertake the Owner's defence of any subsequent action commenced in respect of the lien at the Contractor's expense.
- .4 If the Contractor fails or refuses to vacate or discharge a construction lien or written notice of lien within the time prescribed above, the Owner shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by the Owner in doing so (including, without limitation, legal fees on a solicitor and his own client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Contractor, and the Owner may deduct such amounts from the amounts otherwise due or owing to the Contractor.
- .5 Without limiting any of the foregoing, the Contractor shall satisfy all judgment and pay all costs resulting from any construction liens or any actions brought in connection with any liens, or in connection with any other claim or lawsuit brought against the Owner by any person that provided services or materials to the Project lands which constituted part of the Work, and the Contractor shall indemnify the Owner for any and all costs (including, without limitation, legal fees on a solicitor and client basis) the Owner may incur in connection with such claims or actions.
- .6 This GC 5.10 – CONSTRUCTION LIENS does not apply to construction liens claimed by the Contractor, nor does it apply if the Owner has failed to pay the amounts due under the Contract.

## **28. GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

28.1 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 and/or Contract Time shall not be approved unless there has been compliance with PART 6 – CHANGES IN THE WORK and the Owner's change order policy."

28.2 Add a new paragraph 6.1.3 as follows:



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

#### **29. GC 6.2 CHANGE ORDER**

29.1 Add new paragraph 6.2.3 as follows:

“The value of a change shall be determined in the following method as directed by the Consultant:

- .1 by submission by the Contractor of a quotation to the Owner and Consultant. Quotation to include itemized breakdown including the associated sub-contractors quotation(s) where applicable, product supplier quotation(s) where applicable, and supporting documentation on letterhead for any other relevant itemized breakdown listed on the Contractor’s quotation. Quotation may include the following mark-ups on the net amount(s) (ie. extra minus credit) for overhead and profit combined, where each percentage is not cumulative but is applied to the quotation of the work:
  - .1 Contractor’s mark-up on work of Contractor’s own forces: 15%;
  - .2 Contractor’s mark-up on Subcontractor’s work: 10%; and
  - .3 Subcontractor’s mark-up on Subcontractor’s work: 15%

29.2 Add new paragraph 6.2.4 as follows:

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

- .1 project management costs
- .2 estimating, site supervision, safety, preparation of as-builts, coordination and administration costs
- .3 warranty costs; and

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- .4 general clean-up and disposal costs.

Any additional cost associated with bonding and/or insurance resulting from the change shall be included in the estimate of the cost of the change or as a line item included in the costs of the change, as may be applicable, but the Contractor shall not be entitled to mark-up on such additional cost, if any.”

- 29.3 Add new paragraph 6.2.5 as follows:

“The Contractor shall not be entitled to any additional compensation arising out of changes to the Work aside from the amounts determined and agreed to under this GC 6.2, or as provided in GC 6.3.”

### 30. GC 6.3 CHANGE DIRECTIVE

- 30.1 Delete paragraph 6.3.6.3 and replace it with the following:

“The Contractor’s fee shall be conformance with paragraph 6.2.3.3.”

### 31. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 31.1 Delete paragraph 6.4.1 and replace it with the following:

“The Contractor acknowledges and confirms that:

- .1 prior to submitting its bid price for the Project, it had carefully investigated the Place of the Work. The Contractor represents that in that investigation it applied the degree of care and skill displayed by experienced and competent contractors tendering on similar work when given the amount of time provided between the issue of tender documents and the actual closing of tenders. To the extent that such investigation permitted, the Contractor has satisfied itself as to the conditions 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,  
.2 the character and content of the Work to be done,

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- .3 the equipment and facilities needed for the on-time execution and completion of the Work, and
- .4 all labour restrictions, including availability of skilled trades, safety hazards and labour contract negotiations which may have an impact on the execution of the Work.
- .2 If the Contractor has not conducted such an investigation, 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 executed. No claim by the Contractor will be entertained in connection with conditions which would reasonably been ascertained by such investigation made prior to the execution of the Contract."

31.2 Amend paragraph 6.4.2 by adding a new first sentence which reads as follows:

"Having regard to paragraph 6.4.1, if the Contractor believes that the conditions of the Place of the Work differ materially from those reasonably anticipated, differ materially from those indicated in the Contract Documents or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall notify the Owner and Consultant in writing no later than five (5) Working Days after the first observation of such conditions."

31.3 Amend the existing second sentence of paragraph 6.4.2, in the second line, following the word "materially" by adding the words "or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1."

31.4 Delete paragraph 6.4.3 and substitute the following:

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

31.5 Add new subparagraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of

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the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

#### **32. GC 6.5 DELAYS**

- 32.1 Amend paragraphs 6.5.1 by deleting all of the words in the fourth line following the word “for” and substituting the following:

“reasonable direct costs directly flowing from the delay but excluding any indirect, consequential, or special damages.”

- 32.2 Amend paragraph 6.5.2 by: (i) adding after the words “directly or indirectly,” in the third line the following:

“and provided the issuance of such order was the direct result of an action or omission of the Owner or Consultant or any person employed or engaged by the Owner or Consultant,”;

and (ii) by deleting the words “reasonable costs incurred by the Contractor as a result of such delay” and substituting the following:

“reasonable direct costs directly flowing from the delay but excluding any indirect, consequential, or special damages.”

- 32.3 Add new paragraph 6.5.6 as follows:

“If the Contractor delays the performance of the Work and such delay is for a cause within the Contractor’s control, the Contractor shall reimburse the Owner for the reasonable costs incurred by the Owner as the result of such delay or delays.”

- 32.4 Add new paragraph 6.5.7 as follows:

“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 paragraph 6.5.1, 6.5.2, 6.5.3 or 6.5.6. In the event of suspension arising from delay

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described in paragraph 6.5.1, 6.5.2 or 6.5.3, the Contractor shall be reimbursed by the Owner for the reasonable costs incurred by the Contractor for such protection. The Contractor's entitlement to costs pursuant to this paragraph 6.5.7, if any, shall be in addition to amounts, if any, to which the Contractor is entitled pursuant to paragraph 6.5.1, 6.5.2 or 6.5.3.

32.5 Add new paragraph 6.5.8 as follows:

"The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Ontario responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the parties to change their activities in various ways (collectively, the "**Governmental Response**"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "**Virus**") and resulting or supplementary renewed Government Response. Notwithstanding any other provision in the Contract Documents, the parties acknowledge and agree that delays in the Contractor's performance of the Work caused by the continued spread of the Virus and/or the continuation of or a renewed Governmental Response to control the spread of the Virus constitutes a cause beyond the Contractor's reasonable control pursuant to GC 6.5.3.4. For greater clarity, any such delays to the Contractor's performance of the Work shall only entitle the Contractor to an extension to the Contract Time as contemplated in GC 6.5.3 and the Contractor shall not be entitled to any payment for costs incurred by such delays. Nothing in this GC 6.5.8 shall excuse the Contractor from complying with the provisions of GC 6.5 – DELAYS including, without limitation, the obligation to provide a Notice in Writing of the cause of the delay pursuant to GC 6.5.4."

32.6 Add new paragraph 6.5.9 as follows:

"Notwithstanding any other provision in the Contract, the Owner shall not be liable or deemed to be in breach of the Contract for any failure or delay in rendering performance arising out of:

- .1 the Virus;
- .2 Governmental Response; and

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.3 any impacts to the Owner's operations and performance of its obligations hereunder that are beyond its reasonable control and are caused by, relate to or arise out of the Virus or the Governmental Response (including, without limitation, any delays in obtaining possession or access to the Place of the Work or in obtaining permits from permitting offices or authorities).

Without limiting the foregoing, and without limiting the application or generality of GC 6.5.8, the Owner shall not be liable to pay to the Contractor any compensation or costs of any kind as a result the Virus or Governmental Response or any delays caused by, related to or arising out of the Virus or the Governmental Response, including without limitation costs on account of increased labour or material costs."

### **33. GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT**

33.1 Amend paragraph 7.1.2 by adding the words "including failing or neglecting to comply with the requirements in GC 3.5..." immediately following the word "properly" in line one.

33.2 Add new paragraph 7.1.7 as follows:

"If the Owner terminates the Contractor's right to continue with the Work as provided in paragraphs 7.1.1 and 7.1.4, the Contractor shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the Contractor's contractual rights, as provided in GC 7.3, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under the obligations or commitments to assumed by the Owner."

33.3 Add new paragraph 7.1.8 as follows:

"The Owner may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 7.1.1 and 7.1.4, suspend performance of the Work or terminate the Contract by giving written notice to that effect to the Contractor identifying the reason for the suspension and the expected length of the suspension. Such suspension or termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other."

33.4 Add new paragraph 7.1.9 as follows:

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

33.5 Add new paragraph 7.1.10 as follows:

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

33.6 Add new paragraph 7.1.11 as follows:

“If the Work should be suspended for a period of 30 days or less, the Contractor, upon the expiration of the period of suspension, shall resume the performance of the Work in accordance with the Contract Documents. If the suspension was not due to an act or an omission of the Contractor, there shall be an equitable adjustment to the Contract Time and the Contract Price.”

33.7 Add new paragraph 7.1.12 as follows:

“If, after 30 days from the date of notice of suspension of the Work the Owner and the Contractor agree to continue with and complete the Work, the Contractor shall resume operations and complete the Work in accordance with any terms and conditions agreed upon by the Owner and the Contractor.”

#### **34. GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

34.1 Amend paragraph 7.2.2 by: (i) adding after the words “employed or engaged by the Contractor,” in the third line the following:

“and provided the issuance of such order was the direct result of an action or omission of the Owner or Consultant or any person employed or engaged by the Owner or Consultant,”;

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and (ii) by adding the following at the end of the paragraph: “unless an acceptable arrangement for an extension of the Contract Time is agreed to by the Contractor, Owner and Consultant”

34.2 Delete paragraphs 7.2.3.1 in their entirety and replace them with “Intentionally left blank”.

34.3 Amend paragraph 7.2.3.4 by deleting the comma toward the end of the first line. Further amend paragraph 7.2.3.4 by deleting the phrase beginning with the word “except” and ending with the word “Owner”.

34.4 Renumber paragraph 7.2.5 as 7.2.6. Add a new paragraph 7.2.5 as follows:

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

- .1 corrects the default in the specified time;
- .2 provides the Contractor with an acceptable schedule for such correction; and
- .3 completes the correction in accordance with such schedule.”

34.5 Delete renumbered paragraph 7.2.6 in its entirety and replace it with the following:

“If the Contractor terminates the Contract under the conditions described in this GC 7.2, the Contractor shall be entitled to be paid for all Work performed to the date of termination. The Contractor shall also be entitled to recover the costs associated with termination, including the costs of demobilization, losses sustained on Products and construction machinery and equipment. The Contractor shall not be entitled to any recovery for any special or consequential losses.”

### **35. GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION [NEW]**

35.1 Add new GC 7.3 ASSIGNMENT OF SUBCONTRACTS ON TERMINATION as follows:



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"The Owner shall not be deemed by virtue of the Contract or for any other reason to have any contractual relationship with or obligation to any Subcontractor or Supplier but the Contractor hereby agrees that in the event that:

- .1 this Contract is terminated; or
- .2 the Contractor's right to continue the Work is terminated,

as provided in GC 7.1.1 or 7.1.4, at the option of the Owner, any or all subcontracts as may be selected by the Owner shall, upon notice to the Contractor and the affected Subcontractors and Suppliers from the Owner, be assigned to the Owner, without any action being necessary from the Contractor, and in order to ensure the Owner's rights, the Contractor shall:

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

- .1 this Contract is terminated; or
- .2 the Contractor's right to continue the Work is terminated;

as provided in GC 7.1.1 or 7.1.4;

- .4 add the following wording to all Subcontracts:

"The Subcontractor or Supplier acknowledges, and consents to the fact, that the Contractor has agreed that this subcontract shall be assigned to the Liquor Control Board of Ontario (the "Owner"), or its permitted successors or assigns under the prime contract, in the event that the prime contract between the Owner and the Contractor is terminated or the Contractor's right to continue the Work under the prime contract is terminated and the Owner gives notice to the Contractor and the Subcontractor or Supplier that it wishes to take an assignment of this subcontract. The Subcontractor or Supplier agrees with the Contractor and the Owner that:

- .1 until notice is received from the Owner, the Contractor is the person entitled to receive the property, services and work to be delivered and performed under the subcontract and to exercise and enforce all of the rights, entitlements and benefits which may arise under the subcontract;

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- .2 following receipt of a notice from the Owner, or its permitted successors or assigns under the prime contract, that it is exercising its rights of assignment, the Owner, or its permitted successors or assigns under the prime Contract, shall be the person entitled to receive, enjoy and deal with the property, services and work to be delivered and provided under the subcontract and to enjoy, exercise and enforce all of the rights, entitlements, benefits, advantages, authorities, discretions, powers and remedies arising under the Subcontract; and
- .3 the Owner, or its permitted successors or assigns under the prime contract, shall only be responsible for obligation which accrue under the subcontract after the date of receipt of notice of assignment.

### **36. GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

36.1 Delete paragraph 8.2.6 and replace it with the following:

“By giving notice in writing to the other party, not later than 20 Working Days after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may request that the dispute be referred to be finally resolved by arbitration under the latest edition of the Rules. Unless the party receiving the notice contemplated by this paragraph 8.2.6, agrees to the reference to arbitration, there shall be no arbitration of any such dispute.”

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

36.3 Add a new paragraph 8.2.9 as follows:

“8.2.9 Within five days of receipt of a Notice of Arbitration given pursuant to paragraph 8.2.6, the Owner or the Contractor may give the Consultant a written notice containing:

- .1 a copy of Notice of Arbitration;
- .2 a copy of Supplementary Condition 8.2.9 of this Contract;
- .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.”

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36.4 Add a new paragraph 8.2.10 as follows:

“Notwithstanding paragraph 2.2.15, the Owner and the Contractor agree that, upon giving the notice provided in paragraph 8.2.9, the Consultant shall become a full party to the arbitration commenced pursuant to paragraph 8.2.6. The Owner and the Contractor acknowledge that the Consultant has agreed to 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.”

36.5 Add a new paragraph 8.2.11 as follows:

“Failure of the Owner or the Contractor to give the written notice provided in paragraph 8.2.9 shall not prevent either the Owner or the Contractor from pursuing an action, counterclaim or other proceeding or making an application 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.”

36.6 Add a new paragraph 8.2.12 as follows:

“If the Consultant is given the notice 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 of the notice described in paragraph 8.2.9.”

36.7 Add a new paragraph 8.2.13 as follows:

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

36.8 Add a new paragraph 8.2.14 as follows:

“The provisions of paragraph 8.2.9 shall apply *mutatis mutandis* to written notice to be given by the Consultant to any subconsultant where the contract between the Consultant and the subconsultant provides for arbitration as contemplated in the Contract.”

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36.9 Add a new paragraph 8.2.15 as follows:

“In the event a Notice of Arbitration is given by the Consultant to a subconsultant, the subconsultant is deemed to be bound by the arbitration proceeding.”

36.10 Add a new paragraph 8.2.16 which reads as follows:

“The parties agree that the periods for notice provided in this PART 8 – DISPUTE RESOLUTION only are to be construed liberally. The parties further agree that neither will take advantage of an inadvertent failure by the other to give one or more of the notices provided by the said PART 8.”

36.11 Add new paragraph 8.2.17 which reads as follows:

“For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC40, the term “neutral appointing authority”, as used in the Rules for Mediation of CCDC2 Construction Disputes shall mean the head of the construction section of the ADR Institute of Ontario, Inc. presiding at the time notice of the dispute is given pursuant to the Contract.”

### **37. GC 8.3 RETENTION OF RIGHTS**

37.1 Renumber paragraph 8.3.2 as paragraph 8.3.2.1 and add a new paragraph 8.3.2.2 as follows:

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

### **38. GC 9.1 PROTECTION OF WORK AND PROPERTY**

38.1 Amend paragraph 9.1.1.1 by adding the following words at the end of that subparagraph:

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“...which the Contractor could not reasonably have discovered applying the degree of care and skill described in paragraph 3.4.1 to its review of the Contract Documents.”

38.2 Add new paragraph 9.1.5:

9.1.5 The Contractor shall neither undertake to repair and/or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge the same was caused or occasioned by the Contractor, without first consulting the Owner and receiving written instructions as to the course of action to be followed from either the Owner or the Consultant. However, where there is danger to life or public safety, the Contractor shall take such emergency action as it deems necessary to remove the danger.

### **39. GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS**

39.1 Delete paragraphs 9.2.2, 9.2.3 and 9.2.5.2.

39.2 Add a new paragraph 9.2.5.5 as follows:

“.5 In addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.”

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

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

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

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

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and amend paragraph 9.2.8.4 by deleting “as required by GC 12.1 – INDEMNIFICATION” and substituting “as required by GC 9.2.10.”

39.5 Add paragraph 9.2.10 as follows:

“The Contractor shall indemnify and hold harmless the Owner, the Consultant, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were either brought on to the Place of the Work by the Contractor, or anyone for whom the Contractor is in law responsible, and mishandled or handled negligently or improperly or which are otherwise mishandled or handled negligently or improperly by the Contractor, or anyone for whom the Contractor is in law responsible, thereby creating exposure to toxic or hazardous substances or materials. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.”

#### 40. GC 9.4 CONSTRUCTION SAFETY

40.1 Delete paragraph 9.4.1 in its entirety and replace it with the following:

“The Contractor shall be the “Constructor”, within the meaning of the *Occupational Health and Safety Act* (Ontario) (“OHSA”), solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the OHSA except only where other contractors or Owners’ own forces or suppliers hired and paid for by the Owner have their own defined, physically partitioned and segregated work areas with separate access/egress from the Work being completed by the Contractor and may therefore be themselves considered Constructors as provided by OHSA.

In cases where other contractors (including the base building contractor), or Owners’ own forces or suppliers hired and paid for by the Owner, do not have separate defined work areas the Contractor will, as a specific term and condition of this contract, assume all the Duties and Responsibilities of the Constructor as set out in OHSA over any and all aforementioned “other contractors”, “Owners own forces” and “suppliers hired and paid for by the Owner”. The Contractor agrees to assume full responsibility and oversight authority as the Constructor over each and will ensure strict compliance to the Contractor’s own Occupational Health and Safety Policy and Program. The Contractor, as Constructor, responsible for all work done within the Place of Work, will have the right

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to remove the other contractors and Owners' own forces and suppliers hired and paid for by the Owner from the Place of the Work should they not comply with the Contractor's Health and Safety Program and safety instructions."

40.2 Add new paragraph 9.4.2 as follows:

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

- .1 a current WSIB clearance certificate;
- .2 copies of the Contractor's insurance policies having application to the Project or certificates of insurance, at the option of the Owner;
- .3 documentation of the Contractor's in-house safety-related programs; and
- .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "Constructor" under the OHSA.

40.3 Add new paragraph 9.4.3 as follows:

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

40.4 Add new paragraph 9.4.4 as follows:

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

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**40.5 Add new paragraph 9.4.5 as follows:**

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

**40.6 Add a new paragraph 9.4.6 as follows:**

“Without limiting the other provisions of GC 9.4 – CONSTRUCTION SAFETY or the Contractor’s obligations for occupational health and safety, the Contractor shall, at no additional cost to the Owner, comply with and cause its Subcontractors, Suppliers and any other persons present at the Place of the Work to comply with, any legislative amendments, controls, regulations, requirements or orders that were or get issued by the Governments of Canada or the Province of Ontario in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.”

## **41. GC 10.1 TAXES AND DUTIES**

**41.1 Amend paragraph 10.1.2 by adding the following sentence at the end of the existing paragraph:**

“For greater certainty, the Contractor shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the Owner shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes.”

**41.2 Add new paragraph 10.1.3 as follows:**

“Where an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes, rebates, or monies from incentive programs is applicable to the Contract, the Contractor shall, at the request of the Owner or the Owner’s representative, assist, join in, or make application for any exemption, recovery or refund of all such taxes, duties, rebates and incentives and all amounts recovered or exemptions obtained shall be for the sole benefit of the Owner. The Contractor agrees to endorse over the Owner any cheques received from the federal or provincial governments, or any other taxing or other authority, as may be required to give effect to this paragraph 10.1.3.”



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41.3 Add new paragraph 10.1.4 as follows:

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

41.4 Add new paragraph 10.1.5 as follows:

“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.

41.5 Add new paragraph 10.1.6 as follows:

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

41.6 Add new paragraph 10.1.7 as follows:

“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”.

## **42. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

42.1 Add to the end of paragraph 10.2.4, the following words:

“The Contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial performance, and completion of the stages of construction set out in the Ontario Building Code. The Contractor shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code.”

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42.2 Amend paragraph 10.2.5 by adding the words, "Subject to paragraph 3.4.1" to the beginning of the paragraph.

42.3 Further amend paragraph 10.2.5 by adding the following to the end of the second sentence:

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

42.4 Amend paragraph 10.2.6 by adding the following sentence at 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, the Contractor agrees to indemnify and to hold harmless the Owner and the Consultant from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the Contractor."

42.5 Amend paragraph 10.2.7 by adding the following to the end of the paragraph:

"however, the Contractor shall not be entitled to payment of, or to claim for, costs incurred as a result of such changes."

#### **43. GC 10.4 WORKERS' COMPENSATION**

43.1 Amend paragraph 10.4.1 in the first line by deleting the word, "...and the issuance of the final certificate of payment. . ." and replacing them with, "The issuance of the final certificate of payment, and with all applications for payment".

#### **44. GC 11.1 INSURANCE**

44.1 Delete paragraph 11.1.1.3 in its entirety.

#### **45. GC 11.2 CONTRACT SECURITY**

45.1 Amend paragraph 11.2.2 by adding the following:

"In addition, the following shall apply:

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- .1 The Contractor shall furnish a performance bond in favour of the Owner, covering the faithful performance of the Contract, including the payment obligations arising thereunder, made upon the contract bond form of the Owner and issued by an approved surety company. The bond shall be for fifty per cent (50%) of the Contract Price or such other amount as may be specified in the Contract Documents.
- .2 The Contractor shall furnish a labour and material payment bond in favour of the Owner in a form satisfactory to the Owner and issued by an approved surety company. The bond shall be for fifty per cent (50%) of the Contract Price.
- .3 It is the intention of the Contract that the performance bond shall be applicable to all of the Contractor's obligations under this Contract and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply. The Contractor represents and warrants that it has provided its surety with a copy of the Contract prior to the issuance of such bonds."

#### **46. GC 12.1 INDEMNIFICATION**

46.1 Delete paragraph 12.1 in its entirety and substitute the following:

"12.1.1 The Contractor shall indemnify and hold harmless the Owner and the Consultant, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract provided such claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- .2 caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and
- .3 made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

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12.1.2 The Owner shall indemnify and hold harmless the Contractor, the Contractor's agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings 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 anything contained in the Contract or in any statutory provisions or under any rule of law to the contrary, and notwithstanding the Owner's status as a Crown Agent, the parties hereto acknowledge and agree that no commitment (financial or other) and no covenant, guarantee, indemnity, hold-harmless provision, release or exclusion of liability provided by the Owner to the Contractor or to any other person or corporation pursuant to any term(s) or provision(s) contained in the Contract shall in any way be binding against Her Majesty the Queen in right of Ontario. The Contractor acknowledges and agrees that it shall have no recourse against Her Majesty the Queen in right of Ontario with respect to any commitment (financial or other), covenant, guarantee, indemnity, hold harmless provisions, release or exclusion of liability provided on the part of the Owner as contained herein. The Contractor further agrees that it shall be estopped from making any claim(s) against Her Majesty the Queen in right of Ontario and that it shall be estopped from commencing any legal proceeding against Her Majesty the Queen in right of Ontario with respect to the enforcement of any commitment (financial or other), covenant, guarantee, indemnity, hold-harmless provisions, release or exclusion of liability provided to the Contractor by the Owner pursuant to any term or provision contained in the Contract.

The parties further agree that in the event of a conflict between the terms of this provision and any other term or provision within the Contract, the terms of this provision will prevail to the extent of such conflict.

12.1.4 GC 12.1 – INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC 1.3 – RIGHTS AND REMEDIES."

#### **47. GC 12.2 WAIVER OF CLAIMS**

47.1 Delete GC 12.2 in its entirety and substitute the following:

"12.2.1 Waiver of Claims by Owner

As of the date of the final certificate for payment, the Owner expressly waives and releases the Contractor from all claims against the Contractor including

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without limitation those that might arise from the negligence or breach of contract by the Contractor except 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 GC 12.1 – INDEMNIFICATION or GC 12.3 - WARRANTY;
- .3 those arising from the provisions of paragraph 9.2.5 of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the Contractor bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Contractor commences the Work.
- .4 those arising from the provisions of paragraph 9.5.1 of GC 9.5 – MOULD and arising from the Contractor bringing or introducing mould to the Place of the Work.
- .5 those made in writing within a period of 6 years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by 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 with respect to material defects or deficiencies in the Work for which the Contractor is proven responsible.

#### **12.2.2 Waiver of Claims by Contractor**

As of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except:

- .1 those made in writing prior to the Contractor's application for final payment and still unsettled; and
- .2 those arising from the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC 9.5 Mould, or GC 10.3 – PATENT FEES.

12.2.3 GC 12.2 – WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 – RIGHTS AND REMEDIES."

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#### 48. GC 12.3 WARRANTY

- 48.1 Amend paragraph 12.3.1 by adding the following sentence at the end of that paragraph:

“Where the Contractor has been permitted to make use of permanent equipment or systems, as provided in GC 3.15, prior to the issuance of the certificate of Substantial Performance of the Work, such permanent equipment or system shall be subject to the same warranty as described in this 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 start-up activities, prior to the date of Substantial Performance of the Work.”

- 48.2 Amend paragraph 12.3.2 by adding the words, “Subject to paragraph 3.4.1....” at the beginning of that paragraph.

- 48.3 Add a new paragraph 12.3.7 as follows:

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

- 48.4 Add a new paragraph 12.3.8 as follows:

“Where work is performed or materials replaced under warranty, the warranty for such work or materials shall be reinstated to the shorter of the original warranty period and such warranty period as may be available from the manufacturer for such replacement.”

- 48.5 Add a new paragraph 12.3.9 as follows:

“The Contractor's obligations under this GC 12.3 – WARRANTY shall continue notwithstanding any withholding of payment made by the Owner under GC 5.8 or by performance by the Owner directly or through other forces of the Contractor's obligations under this Contract, where the Contractor is in default of such obligations.”

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#### **49. ADD NEW PART 13 AS FOLLOWS:**

### **PART 13 OTHER PROVISIONS**

#### **49.1 GC 13.1 OWNERSHIP OF MATERIALS**

“13.1.1 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. The Contractor shall remove all surplus or rejected materials as its property when notified in writing to do so by the Consultant.”

#### **49.2 GC 13.2 CONTRACTOR DISCHARGE OF LIABILITIES**

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

#### **49.3 GC 13.4 DAILY REPORTS/DAILY LOGS**

“13.4.1 The Contractor shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force 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 work force.

13.4.2 The Contractor shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the Project, including records which document the activities of the Contractor in connection with GC 3.4, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4.”

### **END OF SUPPLEMENTARY CONDITIONS**

## **LCBO Contractor Performance Evaluation Process and Acknowledgement Form**

The LCBO's Store Development, Real Estate, Facilities, and Safety Environmental Management departments have adopted a Performance Evaluation Program which will be used to monitor and assess the performance of contractors to ensure the responsible management of LCBO contracts by setting out clear expectations and benchmarks to encourage responsibility and accountability. The Performance Evaluation Program will be used to document and provide feedback (whether positive or negative) regarding the performance of contractors during and at the conclusion of each project. This will also determine whether a contractor has successfully satisfied their contractual requirements and thus allow based on their performance, the LCBO to take appropriate action to prevent future problems based on their past performance. The discretion to take any such action will be taken in a fair, reasonable and transparent manner.

**Contractor Performance Evaluations will be taken into consideration when considering the eligibility of future award for contractors.**

1) The Contractor will be evaluated based on the following criteria:

- ✓ Project/Contract Management
- ✓ Quality and Workmanship
- ✓ Work Performance/Contract Execution
- ✓ Health and Safety

Rating	Rating Description	Grading Scale
Good	Contractor is meeting and/or exceeding all contract requirements technically and administratively	7 - 10
Adequate	Contractor is meeting all contract requirements, technically and administratively with minor issues	5 - 6
Unsatisfactory	Contractor is failing to satisfy the minimum contract requirements, technically and administratively with major issues	0 - 4

- 2) The number of performance evaluation report cards generated for each construction project will depend on the duration and complexity of each project. A maximum of one (1) report card per week will be issued, followed by a final summary report. The final summary will be used to determine whether the contractor has passed or failed its performance against each specific project as it pertains to the contract requirements.
- 3) During the construction phase, all deficiencies will be communicated to the contractor in writing. If the issues are not corrected in a timely manner it may result in receiving a fail on the report card.



- 4) All Performance Evaluation Report Cards will outline deficiencies/infractions as outlined in the above evaluation criteria during the construction phase of a project. At the completion of each report card, the LCBO Coordinator will meet with the contractor to review and discuss the report card and obtain a sign off.
- 5) Any concerns or issues raised by the contractor during the review of each report card will be recorded and reviewed by the LCBO Coordinator. If deemed necessary the LCBO may amend the report card. If the contractor has further concerns with the report card, the contractor may dispute the performance evaluation by requesting a meeting with LCBO management.

**Pass, Fail or Suspension of Contractor:**

When a Contractor receives a total accumulated average score below 60% for all applicable report card evaluations throughout the term of a construction project, OR when a Contractor receives an accumulated total of three (3) failed report card evaluations as a result of Health & Safety infractions during the term of a construction project, the Contractor will be immediately suspended from bidding on any future LCBO projects for a period of two (2) years from the date of suspension.

Upon the return of a suspension, the suspended contractor will be reinstated and placed at the bottom of the waiting list of pre-qualified contractors.

If a Contractor receives a total accumulated average score below 60% for all applicable report card evaluations throughout the term of a construction project, OR when a Contractor receives an accumulated total of three (3) failed report card evaluations as a result of Health & Safety infractions during the term of a construction project upon its return from a suspension, the Contractor will be immediately suspended for an additional three (3) years.

Upon the return of a suspension, the suspended contractor will be reinstated and placed at the bottom of the waiting list of pre-qualified contractors.

**NOTE:**

1. When a contractor receives a Health & Safety infraction resulting in a score of less than 5 (Adequate) under the Health & Safety category on any report card during the course of the construction project, the report card will automatically be declared as a "Fail" for that specific report card.
2. Notwithstanding the above, depending on the significance of the Contractor's performance and/or wrong doing will directly impact the severity of consequences applied. When a Contractor has committed a serious offence during the term of the agreement, the LCBO may at its sole discretion, increase the term of the suspension, including prohibiting the Contractor from doing any future business with the LCBO indefinitely.

**Dispute Resolution:**

At the end of each project evaluation process and when the Contractor has concerns with its suspension, those concerns must be raised in writing to the LCBO within ten (10) business days of receiving the Notice of Suspension. If the LCBO does not receive any response in writing from the contractor, the contractor will be deemed to have accepted the suspension which is final and binding.

In the event that a contractor chooses to raise a concern related to its suspension, the contractor must submit its written concerns to the Manager, Procurement and Contract Management within ten (10) business days of receiving its suspension notice. The Manager, Procurement and Contract Management will review the matter and make a decision to confirm, modify or withdraw the suspension. The LCBO will provide the contractor with LCBO's written response within ten (10) business days of receiving the contractor's written concerns, or such other time as LCBO reasonably determines.

*I, the undersigned, declare that I understand the Contractor Evaluation Process and I am fully aware of its implications.*

Call No. \_\_\_\_\_ Store Number: \_\_\_\_\_ Location \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Notice of "No Bid"

<b>Call #:</b>	<b>T2020-011</b>
<b>Closing Date:</b>	<b>October 1, 2020</b>

### IMPORTANT – PLEASE READ THIS

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

### INSTRUCTIONS:

If you are unable, or do not wish to bid on this Call, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) below or by explaining briefly in the space provided. It is not necessary to return any Call documents, however, we ask that you please return the completed form prior to the official closing date to the attention of **Sue Dehal** [sreyashi.dehal@lcbo.com](mailto:sreyashi.dehal@lcbo.com), **Fax # 416-365-5718**.

- |   |                          |
|---|--------------------------|
| 1. We do not manufacture/supply this commodity        | <input type="checkbox"/> |
| 2. We do not manufacture/supply to this specification | <input type="checkbox"/> |
| 3. Unable to quote competitively                      | <input type="checkbox"/> |
| 4. Cannot handle due to present workload              | <input type="checkbox"/> |
| 5. Quantity/job too large                             | <input type="checkbox"/> |
| 6. Quantity/job too small                             | <input type="checkbox"/> |
| 7. Cannot meet delivery/completion requirements       | <input type="checkbox"/> |

### Other reasons or additional comments:

Company Name:		Telephone No:
Address:		
Name:		
Signature:		Date: