

**DISTRICT OF PARRY SOUND SOCIAL SERVICES
ADMINISTRATION BOARD**

INVITATION TO TENDER (ITT) #25-535-24

**RETAINING WALL REPLACEMENT
PARRY SOUND, ON**

DATE ISSUED: Wednesday, July 9, 2025

**CLOSING: Thursday, July 31, 2025
By 2:00 p.m. EDT**

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Notice to Bidders

DATE: Wednesday, July 9, 2025

DESCRIPTION: Retaining Wall Replacement

CLOSING DATE: Thursday, July 31, 2025

- The District of Parry Sound Social Services Administration Board ("Owner"), a provider of social and affordable housing operating 215 units of housing in Parry Sound, Ontario, invites Bids for the above noted project.
- Bid Documents may be obtained from [Euna](#) (formerly Bonfire). Links to Euna will be provided on [MERX](#), [Biddingo.com](#), the [Owner's website](#), and [HSC's website](#).
- Bid Documents include (but are not limited to) the Scope of Work (**Appendix 1**), the Bid Form (**Appendix 2**), CCDC 2 – 2020 incorporated by reference, and the Supplementary General Conditions to CCDC 2 – 2020 (**Appendix 3**).
- Bid Documents shall be obtained at the Bidder's cost.
- Bids must be received by **2:00 p.m. EDT on Thursday, July 31, 2025** as determined by the time stamp applied by the Euna portal.
- The submission time established by the Euna portal shall be conclusive as to the time of submission of the Bid.
- Bidders must submit their Bids by uploading them to [Euna](#).
- **A site visit is scheduled for 11:00 a.m. EDT on Thursday, July 17, 2025 at 22A Belvedere Ave., Parry Sound, ON P2A 2A1. It is mandatory that Bidders attend the entire meeting. Bidders unable to attend the entire meeting may be disqualified from bidding.**
- A public tender opening will take place via conference call at **3:30 p.m. EDT on Thursday, July 31, 2025** – the conference line information will be e-mailed to Bidders (those that submit a bid) at the e-mail address noted on the Bid Form after the tender closing. Attendance at the public tender opening is optional. Notwithstanding the public tender opening, all bids received will still be subject to review of the mandatory requirements. No questions concerning tenders will be answered during the public tender opening.
- By submitting a Bid, each Bidder acknowledges that this tender process is administered By submitting a Bid, each Bidder acknowledges that this tender

Invitation to Tender

process is administered by Housing Services Corporation ("HSC") on behalf of the Owner, and that HSC has no liability whatsoever to any Bidder as a result of this tender, any matter connected with this tender or any contract concluded as a result of this tender. By submitting a Bid, each Bidder irrevocably waives any and all claims it may have against HSC arising from or in any way connected to this tender or any contract arising from this tender and undertakes to make no claim or take any proceeding against any person, partnership or any other entity who or which might claim any relief against HSC as a result of this tender, any matter connected with this tender or any contract arising from this tender.

(End of section)

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ARTICLE I DEFINITIONS

1.1 **Words Used in Bid Documents** – For the purposes of the Bid Documents:

Addenda – Addenda may be issued during the bidding process. All Addenda become part of the Bid Documents. Only written Addenda shall be binding on the Owner.

Bid means the contents of and attachments to the Bid Form provided by HSC to the Bidder with the Invitation to Tender, as completed and submitted by Bidder.

Bid Closing Time means the date and time specified in the Invitation to Tender for receipt of Bids and as indicated by Euna's clock.

Bid Documents means the Invitation to Tender, these Instructions for Bidders, all of the documents identified as being applicable thereto, the Bid Form and all other documents, drawings, samples, modifications and specifications relating thereto, as the same may be amended from time to time.

Bidder means an individual, a company or any other entity which submits a Bid.

HSC means Housing Services Corporation.

HST means such sum as will be levied upon the Price by any applicable tax authority which is computed as a percentage of the Price and includes any form of sales tax and any similar tax, the payment or collection of which is, by the legislation imposing such tax, an obligation of the Bidder.

Owner means the District of Parry Sound Social Services Administration Board.

Price means the total amount specified by the Bidder in paragraph 1 in the Bid Form.

Work means the total construction, installation, commissioning and/or other construction-related services to be performed pursuant to the Bid Documents.

ARTICLE II SCHEDULE

2.1 **Tentative Schedule:** The following dates are tentative and are subject to change without notice:

Task	Target Date
Posting of tender	Wednesday, July 9, 2025
Mandatory site meeting location: 22A Belvedere Ave., Parry Sound, ON P2A 2A1	Thursday, July 17, 2025 11:00 a.m. EDT
Deadline for questions	Monday, July 21, 2025 by 2:00 p.m. EDT
Answers to questions and distribution of addenda, as required	Thursday, July 24, 2025
Tender Closing Date	Thursday, July 31, 2025 by 2:00 p.m. EDT
Public Tender Opening (Optional) Via conference call	Thursday, July 31, 2025 3:30 p.m. EDT
Evaluation of Bids	Thursday, July 31 to week of August 11, 2025
Tentative Award of Contract	Week of August 11, 2025
Agreement to Take Effect	Week of August 11, 2025
Completion of Work	Friday, November 28, 2025

ARTICLE III BID DOCUMENTS

3.1 Availability/Use -

- .1 Bid Documents may be obtained from [Euna](#) (formerly Bonfire). Links to Euna will be provided on [MERX](#), [Biddingo.com](#), the [Owner's website](#), and [HSC's website](#).
- .2 Bid Documents shall be obtained by the Bidder at Bidder's expense.
- .3 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- .4 Bid Documents include (but are not limited to) the Scope of Work (**Appendix 1**), the Bid Form (**Appendix 2**), CCDC 2 – 2020 incorporated by reference, and the Supplementary General Conditions to CCDC 2 – 2020 (**Appendix 3**).
- .5 All documents, information, specifications, plans, drawings, or attachments provided by the Owner and pertaining to this Invitation to Tender remain the property of the Owner and shall be treated in strict confidence by the Bidder. No part of this Invitation to Tender may be transmitted to, or discussed with

a third party, nor reproductions made thereof, without prior written consent of the Owner, except for the purpose of this Invitation to Tender.

ARTICLE IV SUBMISSION OF BIDS

- 4.1 Reimbursement** – The Owner and HSC will not be responsible for reimbursement of any cost incurred by the Bidder in preparing its Bid or otherwise incurred by the Bidder.
- 4.2 English Language** – The Bid Documents and all communications and documents relating to the Work will be in the English language.
- 4.3 Bid Form** – All blank spaces on the Bid Form will be filled in by the Bidder to the extent that information requested is relevant. Any interlineations, alterations or erasures will be adequately explained and initialed by the Bidder. Each page of the Bid Form, including any appendices provided by the Bidder, will clearly state the Bidder's name.
- 4.4 Compliance with Bid Documents** – The Bidder will complete and submit its Bid Form in accordance with the Bid Documents and on the basis that the Work will be performed in accordance with the Bid Documents. If the Bidder is incapable of bidding to the Bid Documents, it should declare accordingly. The Owner may, at its sole and absolute discretion, consider for acceptance any Bid which is incomplete or which does not comply with the requirements of the Bid Documents.
- 4.5 Bid Closing Time** – All Bids shall be received by **2:00 p.m. EDT on Thursday, July 31, 2025** ("Bid Closing Time").
- 4.6 Submission of Bids** – Bidders shall submit their Bids by uploading them to [Euna](#) (formerly Bonfire).

Requested Information:

All Bids and any supplementary material must include the following in the format described below.

Name	Type	# Files	Requirement
Bid Form including Schedule B	File Type: Any	Multiple	Required

Name	Type	# Files	Requirement
Schedule A – Price Breakdown	File Type: Any	Multiple	Required
Schedule C - List of Subcontractors	File Type: Any	Multiple	Required
Schedule D - List of Senior Staff	File Type: Any	Multiple	Required
Schedule E - Items to be provided by Owner, if applicable	File Type: Any	Multiple	Required
Schedule F - Construction Schedule	File Type: Any	Multiple	Required
Schedule G - Agreement to Bond indicating 50% Performance Bond and 50% Labour and Material Payment Bond	File Type: Any	Multiple	Required
Schedule G - Proof of \$5 million General Liability Insurance including \$2 million Non-owned Automobile	File Type: Any	Multiple	Required
Schedule G - \$2 mil Auto Insurance if applicable for company-owned vehicles. Bidder to indicate if no company-owned vehicles.	File Type: Any	Multiple	Required
Schedule G - Proof of current WSIB Insurance	File Type: Any	Multiple	Required

- Please note the type and number of files allowed.
- The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Bids submitted using any other means will not be accepted. Bidders shall be solely responsible for the delivery of their Bids in the prescribed manner. All Bids must be completely uploaded, submitted and finalized prior to the Bid Closing Time. It is strongly recommended that Bidders allow sufficient time and **at least**

ONE (1) day before Bid Closing Time to begin the uploading process and to finalize your submission.

4.7 Important Notices:

- Each item of requested information is instantly sealed and will only be visible after the Bid Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you submit your Bid.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.
- Housing Services Corporation uses the Euna (formerly Bonfire) portal for accepting proposals digitally. Please contact Euna at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

4.8 Late Bids – Bids which have not been completely uploaded prior to the Bid Closing Time will not be considered. The time at which a Bid is considered submitted and shall be the time the Bid upload is completed shall be conclusively established by the confirmation receipt issued by the Euna portal.

4.9 Bid Signing –

- .1 The Bid Form shall be signed by the Bidder.
- .2 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
- .3 Limited Company/ Corporation: Signature of a duly authorized signing officer(s). Insert the official capacity in which the signing officer acts under each signature. If the Bid Form is signed by a person other than the President, Secretary or Treasurer of the company, a copy of the authorizing by-law resolution of the Board of Directors must be submitted.

- .4 Joint Venture: Each party of the joint venture shall execute the Bid Form under its respective seal in a manner appropriate to such party as described above, similar to the requirements for a Partnership.

4.10 Bid Ineligibility -

- .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the sole and absolute discretion of the Owner, be rejected.
- .2 Bids and enclosures, including the Bid Form, which are incomplete or improperly prepared may, at the sole and absolute discretion of the Owner, be rejected.
- .3 Bids that fail to include an Agreement to Bond or Consent of Surety as required by paragraph 8 of the Bid Form may, at the sole and absolute discretion of the Owner, be rejected.

ARTICLE V BID ENCLOSURES/REQUIREMENTS

5.1 Worker's Compensation and Safety -

- .1 All bidders shall provide proof of insurance from the Workplace Safety & Insurance Board or evidence that the Bidder does not require Workplace Safety & Insurance Board Insurance.
- .2 All Bidders shall conform to the regulations contained in the Occupational Health & Safety Act.

5.2 Insurance -

- .1 All Bids must be accompanied by a current in force certificate of the insurance noted below confirming that the Bidder has in place or will have in place the insurance covering the Work if the Bidder is successful:
 - (a) general liability insurance in the amount of \$5,000,000 including \$2,000,000 non-owned automobile;
 - (b) automobile liability insurance in the amount of \$2,000,000 for company owned vehicles. Bidder to indicate if no company owned vehicles.

- .2 Photocopies of certificates for the above are sufficient; however, original documents are required from the successful Bidder before commencing the Work.
- .3 In addition, by submitting a Bid, the Bidder confirms that they have in place or will have in place, at their own expense, the following insurances as outlined in CCDC 41:
 - "Broad form" (Builders Risk) property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.
 - Contractors' equipment insurance coverage written on an "all risks" basis covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may agree to waive the equipment insurance requirement.

5.3 Site Examination –

- .1 A mandatory site visit at 22A Belvedere Ave., Parry Sound, ON P2A 2A1 has been scheduled as follows: **Thursday, July 17, 2025 at 11:00 a.m. EDT.**
- .2 As a requirement of the tender process, the Bidder must review site conditions and the scope of work and shall be deemed to have done so.
- .3 Provide in the Bid for dealing with all existing site and building conditions, limitations and municipal requirements under which the Work is to be performed.
- .4 No allowance will be made to any Bidder resulting from failure to carry out the site examination and review of the scope of work.

It is mandatory that Bidders attend the entire meeting. Bidders who do not attend the entire meeting may be disqualified from bidding.

ARTICLE VI CLARIFICATION OF BID

- 6.1 Obligation to Inform** – Bidders will inform themselves concerning all conditions relating to the Bid which may affect the cost and performance of the Work.
- 6.2 Effect of Submission** – By submitting the Bid, the Bidder will be deemed to have fully satisfied itself of the nature of the Work, the material necessary for the execution of the Work, the availability of labour, the means of access to and the physical conditions of the site; to have obtained all necessary information concerning risks, contingencies and other circumstances which could affect its Bid; and to have reviewed, understood and provided for compliance with all relevant laws, commercial and technical conditions and specifications which are applicable to the Bid and the contract which would result from acceptance of the Bid.
- 6.3 Request for Clarification** – If the Bidder finds discrepancies in the Bid Documents, if the Bidder believes the Bid Documents do not fully cover the scope of the Work, or if the Bidder finds the intent or meaning of the Bid Documents or any statement therein to be unclear or ambiguous, the Bidder may forward, via e-mail to Rosabelle Gonzales at rfp@hscorp.ca, a written request for correction, clarification or interpretation on or before **2:00 p.m. EDT on Monday, July 21, 2025**. The Owner may, but will not be obligated to, respond to any such request.

Requests for correction, clarification, or interpretation by Bidders must be put forward on or before **2:00 p.m. EDT on Monday, July 21, 2025**. The reply, if any, will be in the form of an addendum, a copy of which will be posted on [Euna](#) by **Thursday, July 24, 2025**.

- 6.4 No Oral Variations** – No oral explanation or interpretation will modify any of the requirements or provisions of the Bid Documents.

ARTICLE VII CONTENT OF BID

- 7.1 Currency** – The Bid, and any resulting contract and payments thereunder, will be made in Canadian currency and will not be subject to exchange rate adjustments.
- 7.2 Included Prices** – Items in the Bid for which no specific information or price is entered will be deemed to be included with the information or prices entered for other items and no additional payment will be made for any such items.

- 7.3 Supply of Equipment and Materials** – All equipment, material, labour and other items required for completion of the Work (other than any listed in the Bid Documents as being supplied by Owner or others) are to be provided by the Bidder and included in its Bid, regardless of whether they are included in or differ from the quantities of equipment, material, labour and other items shown in the Bid Documents.
- 7.4 Compliance with Bid Documents** – In preparing its Bid, the Bidder must comply with all provisions of the Bid Documents. If the Bidder contemplates changes to any provisions, the Bidder must submit a request for clarification in accordance with Section 6.3.
- 7.5 Incorporation by Reference** – Whether or not a Bidder submits a Bid using the Bid Form identified in the Invitation to Tender, all Bids will be deemed to state that the Bidder has carefully examined the Invitation to Tender and all Bid Documents related thereto and that the Bid constitutes an agreement to enter into a contract with the Owner to perform the Work upon the terms and conditions set out in the Bid Documents.
- 7.6 Duties of Bidder** – Before submitting a Bid, the Bidder shall be deemed to have visited the site, examined all available and relevant drawings and specifications and studied existing conditions and limitations, including the laws, ordinances and regulations affecting the Work, even if the Bidder has not done so in fact. The Bidder will be solely responsible for determining the extent of the Work in question. If the Work is more extensive than the Bidder anticipated, there will be no payment for any amounts (for extras, or otherwise) other than the Price.

ARTICLE VIII ACCEPTANCE OF BIDS

- 8.1 Duration of Bids** – Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the tender closing date in accordance with the terms of the Bid Form.
- 8.2 Evaluation of Bids** –
- .1 The Owner shall have the right to clarify any portion of a Bid with any Bidder, consider its past experience with the Bidder of the Owner or the Owner's representative, and to negotiate with one or more Bidders during the evaluation process.

- .2 The Owner and HSC shall not be liable in any circumstances whatsoever for the costs or expenses of any Bidder in preparing its tender.
- .3 A public tender opening will take place via conference call at **3:30 p.m. EDT on Thursday, July 31, 2025** – the conference line information will be e-mailed to Bidders (those that submit a bid) at the e-mail address noted on the Bid Form after the tender closing. Attendance at the public tender opening is optional. Notwithstanding the public tender opening, all bids received will still be subject to review of the mandatory requirements. No questions concerning tenders will be answered during the public tender opening.
- .4 The lowest, or any particular Bid, or any Bid at all, will not necessarily be accepted. Conversely, the Owner may consider and accept (or reject) any Bid at all, even if the Bid does not comply with the requirements or criteria in the Bid Documents. The Owner may consider any criteria it deems appropriate in its sole and absolute discretion in evaluating Bids and in accepting a Bid, if it chooses to accept any Bid at all. In evaluating Bids, the Owner may, in its sole and absolute discretion, consider any combination of factors which the Owner, in its sole and absolute discretion, considers to be in its own best interests. The Owner reserves the right to negotiate with any or all Bidders after the Bids have been opened and prior to awarding a contract. The Owner further reserves the right to re-tender the Work after having opened the Bids. The Owner reserves the right to discuss details of the tender with anyone it deems necessary, including any Bidders, for any reason it deems fit, including the determination of the Owner's preferred Bidder and the successful Bidder for the Project. The successful Bidder's price will be included in a public Award Notice.
- .5 By submitting a Bid, the Bidder acknowledges and agrees that the Owner and HSC and each of their respective officers, directors, employees and agents shall not be liable in any circumstances whatsoever for any costs or damage arising directly or indirectly in connection with the preparation, submission or evaluation of a Bid. By submitting a Bid, the Bidder acknowledges and agrees that it shall have no claim against the Owner or HSC or any of their respective officers, directors, employees or agents for any costs or damage and absolutely waives any right or cause of action by reason of the Owner's failure to accept a Bid, whether such cause of action arises in contract, negligence, bad faith or otherwise.
- .6 The following criteria normally will be included in the evaluation of Bids:

- .1 Compliance with tender specifications.
- .2 Compliance with contractual terms and conditions.
- .3 Total cost.
- .4 Delivery/completion time.

8.3 Bid cancellation – The Owner reserves the right to cancel or amend this Invitation to Tender at any time. In the event of any such cancellation, the Owner and HSC shall not be obligated to pay any costs, damages or claims of any type or kind to any Bidder or potential Bidder.

8.4 Rights of Bidder – The Bidder may request in writing to either withdraw its Bid, amend its Bid, or submit a further Bid at any time prior to the Bid Closing Time. The Owner may or may not permit such withdrawal, amendment or further Bid in its sole and absolute discretion. The Owner, in its sole and absolute discretion, may choose to treat the last Bid received from a Bidder as superseding and invalidating all Bids previously submitted by that Bidder. Amendments permitted to the submitted Bid must be received in writing and endorsed by the same party or parties who signed and sealed the original Bid.

8.5 Time of Acceptance – A Bid will be deemed to be accepted when a letter of acceptance issued by the Owner is delivered to the Bidder.

8.6 Contract –

The accepted Bid, together with the Owner's written letter of acceptance, CCDC 2 – 2020, incorporated by reference, and the Supplementary General Conditions to CCDC 2 – 2020 attached to the Bid Documents, whether or not executed by Bidder or Owner, will constitute the contract between the Owner and Bidder until execution of the formal CCDC 2 – 2020 Contract Between Owner and Contractor. Upon execution of the formal CCDC 2 – 2020 Contract Between Owner and Contractor by the Owner and Bidder, it shall take precedence over all previous contractual documents only to the extent of any inconsistency with previous documents. This Invitation to Tender and the CCDC 2 – 2020 Contract Between Owner and Contractor along with the Supplementary General Conditions to CCDC 2 – 2020 shall be governed by and construed in accordance with the laws of the Province of Ontario. The Bidder, by submission of a Bid, irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. The successful Bidder's price will be included in a public Award Notice.

The Contractor agrees to sign the Owner's Contractor Health and Safety Responsibility Agreement attached as **Appendix 4**.

ARTICLE IX SECURITY

- 9.1 Performance Security** - The successful Bidder will be required to obtain the following security for performance of its obligations under the Contract:

**Agreement to Bond indicating 50% Performance Bond and
50% Labour and Material Payment Bond to be submitted with Bid**

ARTICLE X GENERAL

- 10.1 Confidentiality** - All information provided by or obtained from the Owner in any form in connection with this ITT either before **or after the issuance of this ITT**:

- a) is the sole property of the Owner and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this ITT and the performance of any subsequent agreement;
- c) must not be disclosed without prior written authorization from the Owner; and
- d) shall be returned by the Bidders to the Owner immediately upon the request of the Owner.

Confidential Information shall not include:

- i. information generally available to the public other than as a result of a breach of these confidentiality obligations;
- ii. information that becomes available to either party through no breach of any contract or law;
- iii. information that either party develops independent of the information provided to it by the other party; or
- iv. information that is required to be disclosed by applicable laws or regulation including the Municipal Freedom of Information and Protection of Privacy Act (Ontario) which is binding on the Owner.

10.2 Assignment – The Bidder will not assign its Bid or any contract constituted pursuant to Section 8.6 or any of its rights or obligations thereunder without the prior written consent of the Owner, which may be withheld in the Owner's sole and absolute discretion.

10.3 Severability – If any provision of the Bid Documents is found to be illegal, invalid or unenforceable, such provision will be deemed to be severed from the Bid Documents and of no force or effect, and the legality, validity and enforceability of the remaining provisions will not be affected.

10.4 Notice – Each notice, request, demand, approval or other communication required or permitted to be given by the Bid Documents will be in writing and shall be deemed to have been properly given and received as follows:

- (a) In the case of the Owner, the communication shall be delivered to HSC at the following e-mail address: rfp@hscorp.ca, with no indication of failure of receipt communicated to the sender during transmission. The communication shall be deemed to have been properly given and received on the date of its transmission, provided that if such day is not a working day or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission.
- (b) In the case of the Bidder, the communication shall be delivered to the Bidder at the Bidder's address or fax number indicated in the Bid Form. The communication will be deemed to have been properly given and received when delivered personally during normal business hours at the address indicated in the Bid Form (or if outside business hours on the next following working day), upon receipt of confirmation when sent by fax to the fax number indicated in the Bid Form, or five working days after having been sent by registered or certified mail, return receipt requested and postage prepaid to the address indicated in the Bid Form.

Notices will be given to such other address, addressee or fax number as the Owner or the Bidder may from time to time designate by written notice to the other.

10.5 Revisions – Reference in the Bid Documents or in any letter of acceptance issued in connection therewith to the latest revision of any Bid Documents will be deemed to include all prior revisions of such Bid Documents to the extent that the same are not superseded by or do not conflict with any later revisions.

10.6 Interpretation – In the Bid Documents, the singular includes the plural, the plural includes the singular and any gender includes the other gender. Article and Section headings are included for convenience of reference only, are not intended to be full and accurate descriptions of the content thereof and are not otherwise to be considered part of these Instructions for Bidders.

(End of section)

**APPENDIX 1
SCOPE OF WORK**

PROJECT: Retaining Wall Replacement

LOCATION: 22A Belvedere Ave., Parry Sound, ON P2A 2A1

SCOPE OF WORK: Refer to the Drawings & Specifications attached as **Appendix 1-A.**

(End of section)

APPENDIX 2 BID FORM

Attached as separate documents:

- Bid Form attached as **Appendix 2-A**.
- Schedule A to Bid Form, Breakdown of Price, attached as **Appendix 2-B**.

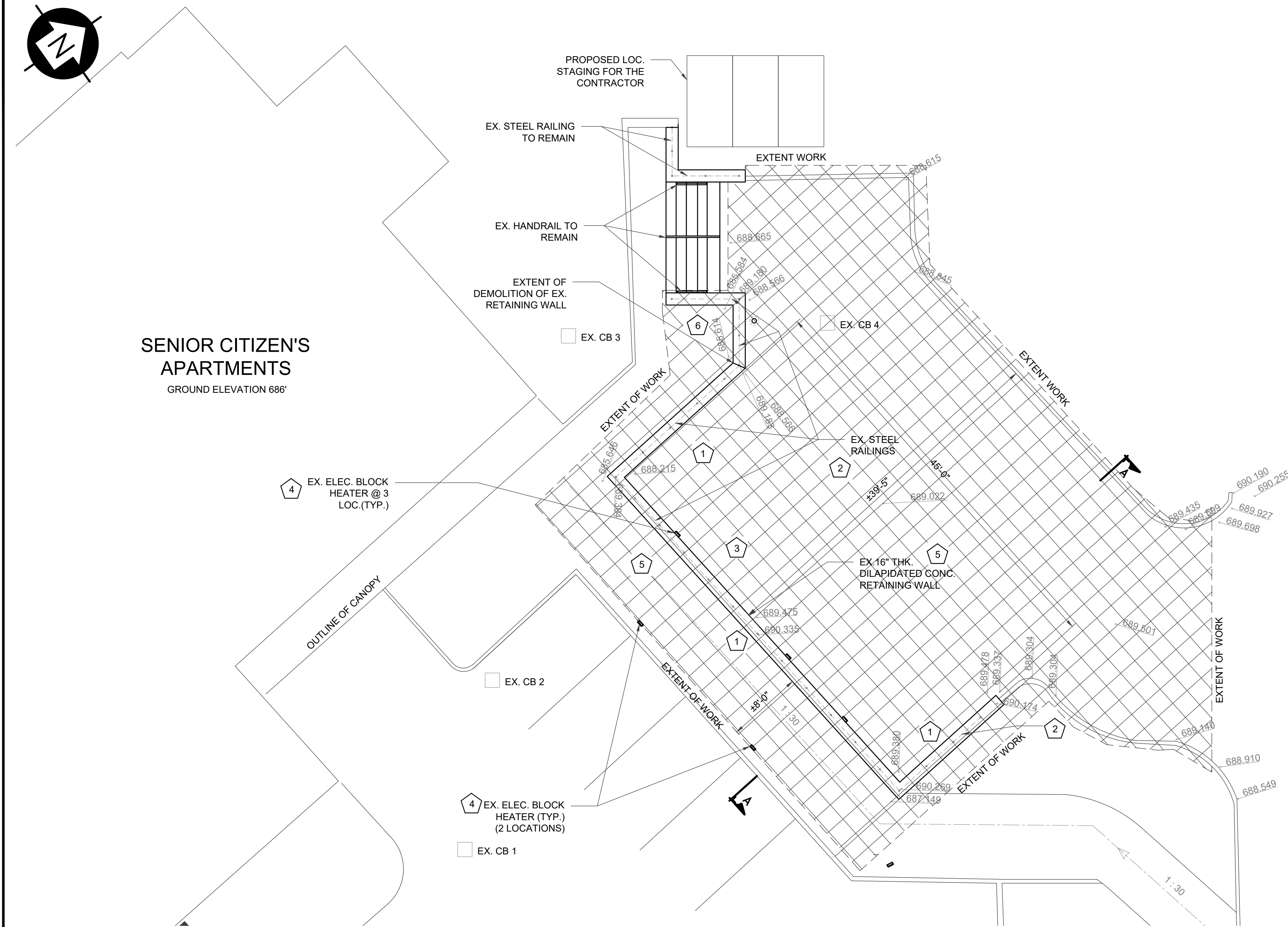
(End of section)

APPENDIX 3
SUPPLEMENTARY GENERAL CONDITIONS TO CCDC 2 - 2020

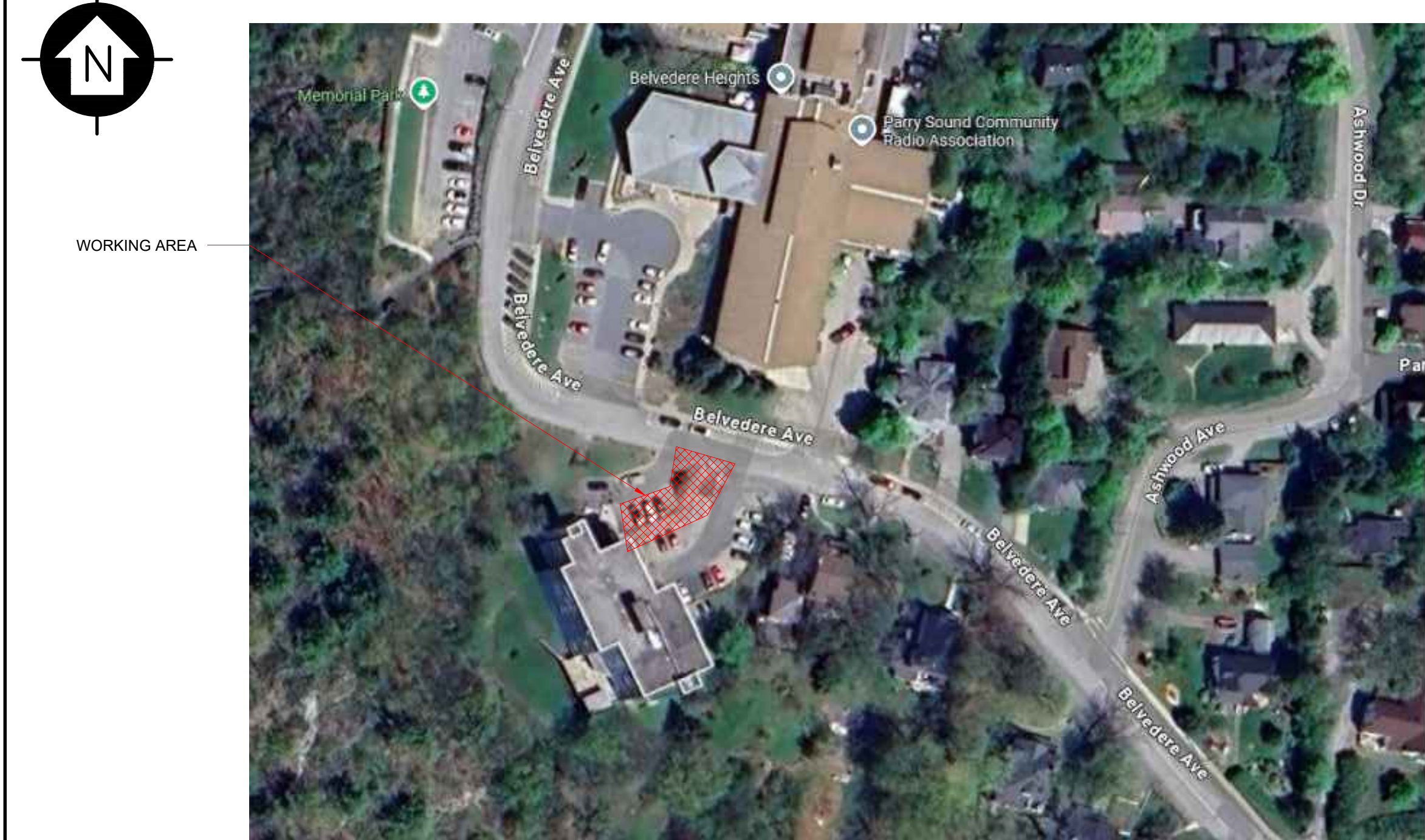
(Attached as a separate document)

APPENDIX 4
CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

(Attached as a separate document)



PARTIAL PLAN - DEMOLITION
SCALE: 1/8"=1'-0"



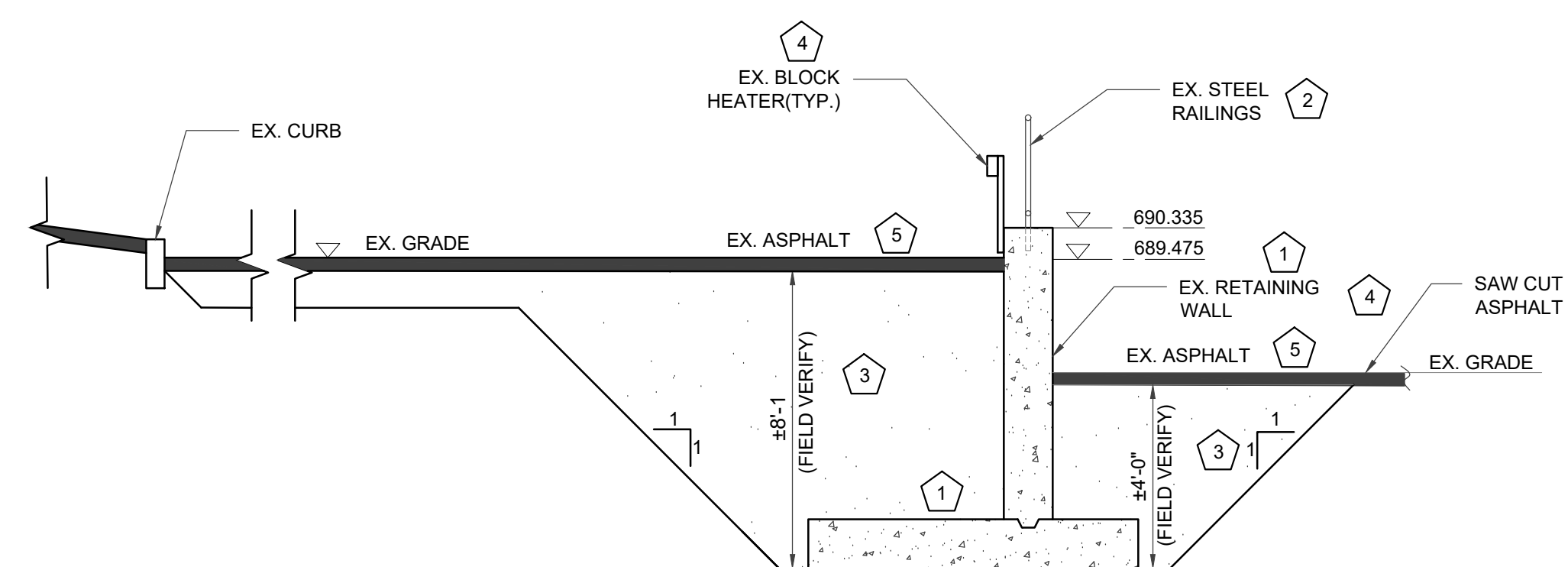
KEY PLAN

GENERAL NOTES:

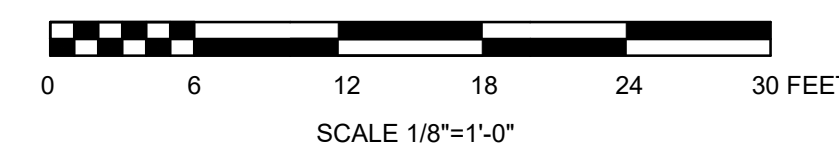
1. ANY DISCREPANCIES BETWEEN CONSULTANTS DRAWINGS, OMISSIONS OR CONFLICTS SHALL BE REPORTED TO THE ENGINEER PRIOR TO WORK PROCEEDING.
2. ALL CONTRACTORS SHALL COMPLY WITH THE ONTARIO BUILDING CODE (LATEST EDITION) & ACT, MUNICIPAL BY-LAW, ENVIRONMENTAL LAWS AND ALL OTHER GOVERNING AUTHORITIES HAVING JURISDICTION.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
4. GENERAL CONTRACTOR TO VERIFY EXACT LOCATION FOR ALL M&E FACILITIES TO ENSURE NO OBSTRUCTIONS FOR LIGHTING LAYOUT EXIST. ANY DISCREPANCIES TO BE REPORTED TO DESIGNER.
5. GENERAL CONTRACTOR RESPONSIBLE FOR THE HOARDING AND DISPOSING OF CONSTRUCTION WASTE.
6. PROTECT ALL EXISTING BASE BUILDING SYSTEMS AND EQUIPMENT DURING CONSTRUCTION. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGES TO THE BASE BUILDING CAUSED BY THE GENERAL CONTRACTOR AND/OR BY ANY SUB-TRADES.
7. ALL DIMENSIONS ON FLOOR PLANS ARE NOMINAL.
8. CONTRACTOR TO SUPPLY FABRICATION SHOP DRAWINGS FOR OUR REVIEW.
9. THESE DRAWINGS TO BE READ IN CONJUNCTION WITH SOIL ENGINEERS LTD. GEOTECHNICAL REPORT NO. 2310-S056, FEBRUARY 2024.
10. NO ONSITE PARKING IS AVAILABLE FOR CONTRACTOR. CONTRACTOR TO PARK ON AVAILABLE SPOTS ON STREET.
11. FACILITIES/ POWER, LUNCH ROOM, WASH ROOM, BY CONTRACTOR), BUILDING FACILITIES NOT TO BE USED.

DEMOLITION NOTES:



- 1 EXISTING RETAINING WALL INCLUDING EXISTING CONC. FOOTINGS TO BE DEMOLISHED AND DISPOSED.
- 2 EXISTING STEEL RAILINGS TO BE REMOVED AND DISPOSED.
- 3 EXISTING GRADE TO BE EXCAVATED AND REMOVED.
- 4 EXISTING BLOCK HEATER AND STEEL CHANNEL SUPPORT TO BE REMOVED TEMPORARILY & RE-USED. EXISTING WIRES AND CONDUITS THAT ARE IN THE AREA ARE TO BE TEMPORARILY RELOCATED/RE-ROUTED AS REQUIRED. STEEL CHANNEL TO BE SAND BLASTED, PRIMED AND PAINTED BEFORE REINSTALLATION (COLOR TO MATCH EXISTING.)
- 5 EXISTING ASPHALT PAVEMENT TO BE REMOVED TO THE SPECIFIED DEPTH AND ENSURE PROPER DISPOSAL OF MATERIAL.
- 6 EXISTING PAVING STONE TO BE REMOVED.



SECTION (A)-(A)
SCALE: 1/4"=1'-0"

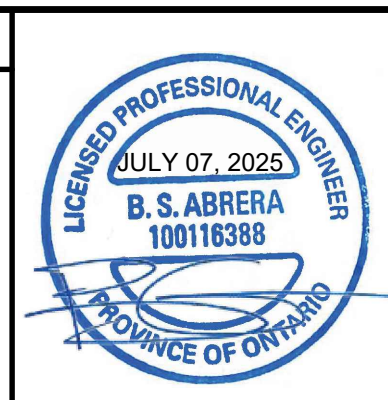


LEGEND

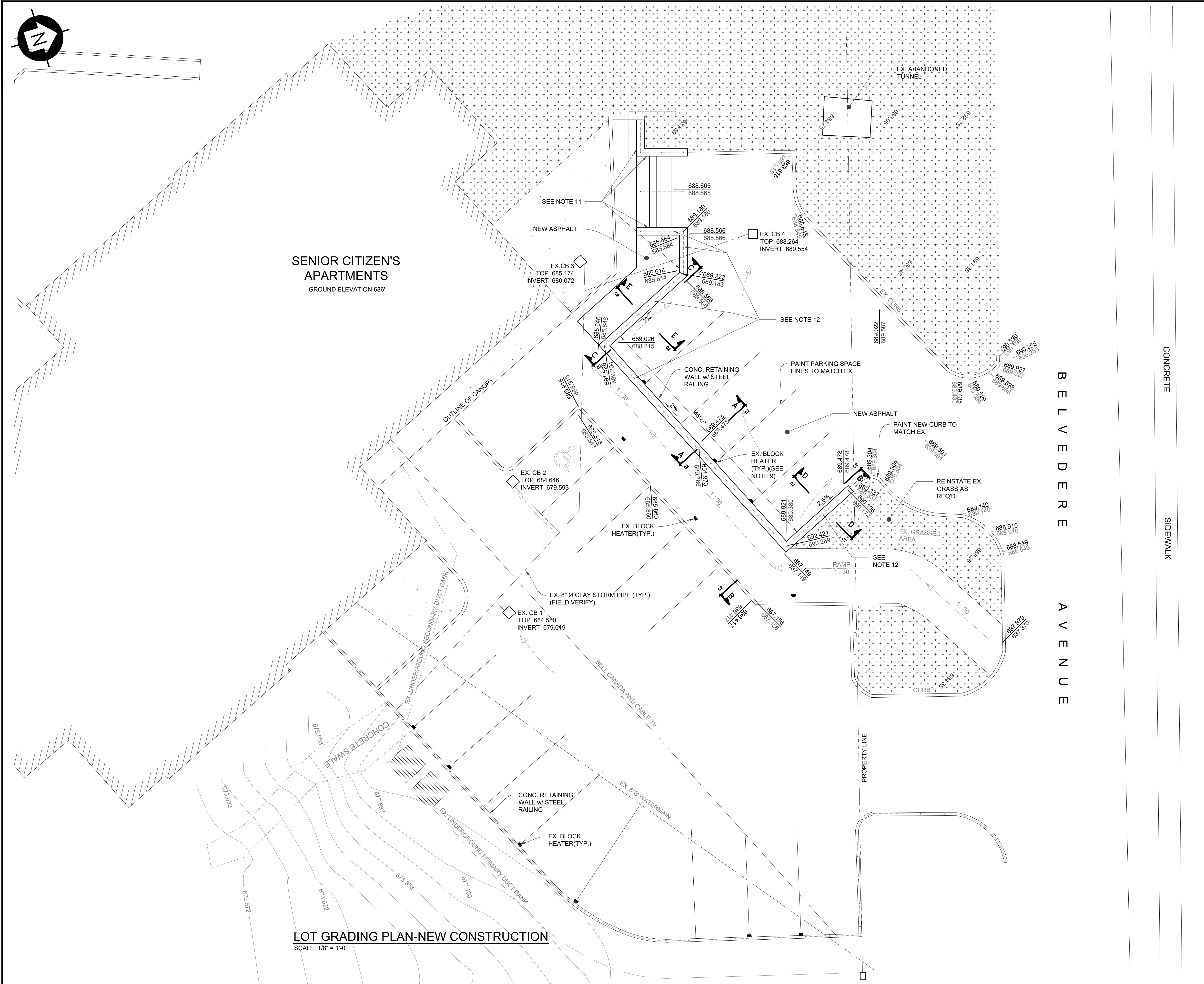
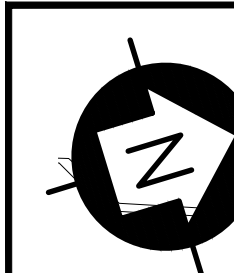
-  WORK AREA
-  EX. LIGHTING POLE

-THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL INFORM THE ENGINEERS IMMEDIATELY OF ANY DISCREPANCY OR VARIATION FROM THE DRAWINGS. -THIS DRAWING, AND THE DESIGNS AND INFORMATION IT CONTAINS, IS THE PROPERTY OF THE ENGINEERS AND MAY NOT BE REPRODUCED OR USED OTHERWISE THAN ON THE SPECIFIED PROJECT WITHOUT THEIR WRITTEN PERMISSION. -DO NOT SCALE DRAWINGS.	SUBMISSION RECORD		
	Rev	Description	Date
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NOTES	



<h1 style="text-align: center;">PARRY SOUND SOCIAL SERVICES ADMINISTRATION BOARD</h1> <p style="text-align: center;">22A BELVEDERE AVENUE, PARRY SOUND, ON. P2A 2A1</p> <p style="text-align: center;">RETAINING WALL DEMOLITION PLAN, NOTES AND SECTION</p>	Print Date: JULY 07, 2025	
	Drawn by: RAB/JP	
	Checked by: BSA	
	Scale: AS NOTED	
	Job No.: EO25168	
	Drawing No.	Rev.
<div style="display: flex; justify-content: space-around; font-size: 48pt; font-weight: bold;"> C0 1 </div>		



SENIOR CITIZEN'S
APARTMENTS
GROUND ELEVATION 686'

LOT GRADING PLAN-NEW CONSTRUCTION
SCALE: 1/8" = 1'-0"

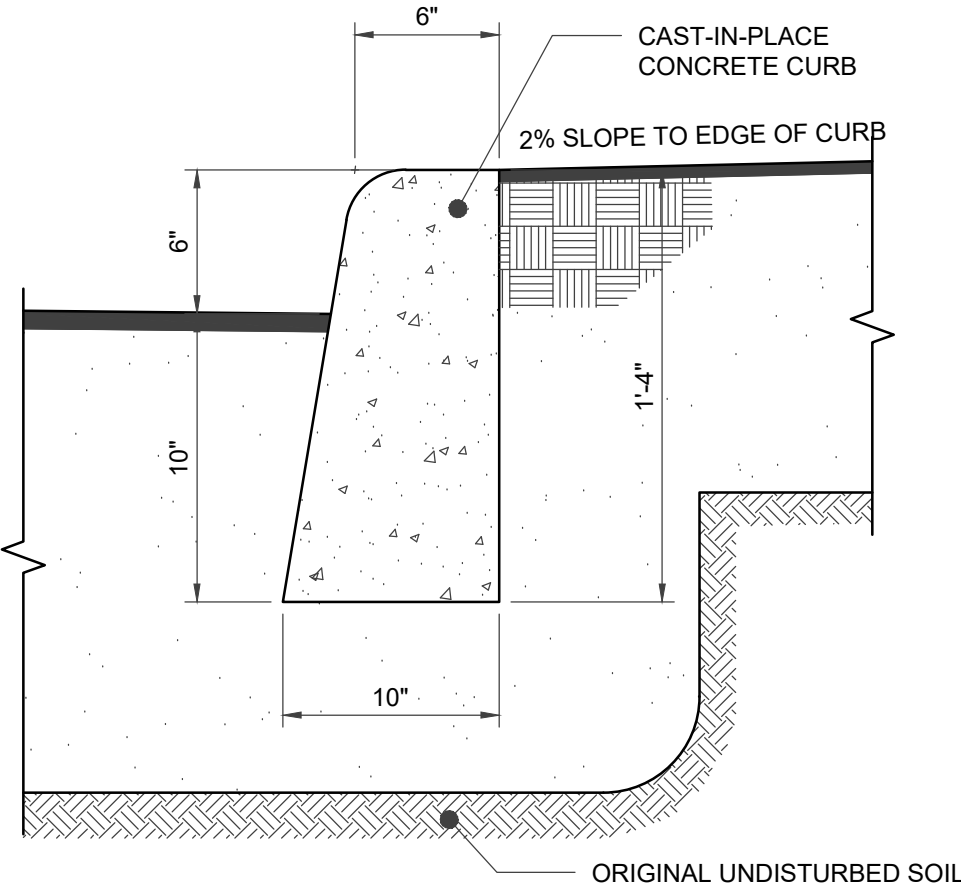
GENERAL NOTES

1. SILT MIGRATION BARRIERS TO BE AS PER OPSD 219.100 & 219.110 U.N.O.
2. ALL SILT BARRIERS MUST REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ON THE SITE HAVE BEEN STABILIZED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED DAILY TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY AND ARE MAINTAINED AND/OR UPDATED AS REQUIRED. IF THE SEDIMENT AND EROSION CONTROL MEASURES ARE NOT FUNCTIONING PROPERLY, NO FURTHER WORK SHALL OCCUR UNTIL THE SEDIMENT AND/OR EROSION PROBLEMS ARE ADDRESSED.
3. CONTRACTOR OR BUILDER TO ENSURE THAT EXCAVATED MATERIAL IS NOT ALLOWED TO WASH INTO THE STORM SYSTEM AT EXISTING ROADWAY
4. NEW PAVED AREAS TO BE AS FOLLOWS;

COURSE	THICKNESS(MM)	OPS SPECIFICATION
ASPHALT SURFACE	40	HL3
ASPHALT BINDER	40	HL8
GRANULAR BASE	150	GRANULAR 'A' OR EQUIVALENT
GRANULAR SUB-BASE PARKING FIRE ROUTE/ACCESS ROAD	300 400	GRANULAR 'B' OR EQUIVALENT

NOTE: THE GRANULAR BASE SHOULD BE COMPACTED TO 100%SPDD.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF EXISTING UTILITIES.
6. LOCATION OF ALL EXISTING DETAIL SHOWN ON THE PLANS IS APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL UNWANTED MATERIALS. THE CONTRACT ADMINISTRATOR SHALL FIELD DETERMINE MATERIALS SUITABLE FOR RE-USE WITHIN THE PROJECT.
8. CONTRACTOR TO UTILIZE BOULEVARD SOD TO REPAIR EXISTING LOTS DISTURBED DURING CONSTRUCTION.
9. EX. BLOCK HEATERS TO BE SAVED AND REUSED/REINSTALLED.
10. ALL EXISTING UTILITIES TO BE SAVED AND REUSED NOT TO BE DAMAGED.
11. EXISTING RETAINING WALL AROUND THE EX. STAIR TO BE SURFACE GRIND/SCARIFYING AND PURGED TO MATCH THE NEW RETAINING WALL.
12. THE NEW STEEL RAILING TO BE INSTALLED (COLOR TO MATCH THE EX.)



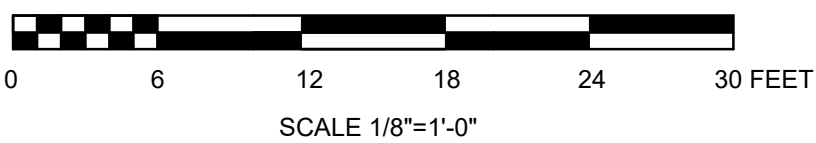
CONC. CURB DETAIL

SCALE: 1' = 1'-0"

- NOTE:
1. STANDARDS TO BE FOLLOWED FROM CONCRETE BARRIER CURB OPSD 600.110 Rev. 2.

LEGEND

- 8"Ø CLAY STORM SEWER
- NEW ELEV. EX. ELEV.
- GRASS AREAS
- SURFACE RUNOFF DIRECTION



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-DO NOT SCALE DRAWINGS.

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NOTES



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CONSULTING ENGINEERS

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Sudbury, Ontario, P3B 1M8
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Email: info@cdcdengineering.com
www.cdcdengineering.com

District of Parry Sound
Social Services
Administration Board

1 BEECHWOOD DRIVE, PARRY SOUND, ON.,
CANADA P2A 1J2
PHONE: (705) 746-7777

**PARRY SOUND SOCIAL SERVICES
ADMINISTRATION BOARD**
22A BELVEDERE AVENUE, PARRY SOUND ON. P2A 2A1

LOT GRADING PLAN & NEW WORK

Print Date: JULY 07, 2025	
Drawn by:	RAB
Checked by:	BSA
Scale:	AS NOTED
Job No.:	E025168
Drawing No.	Rev.

C1 1

FOUNDATION NOTES:

1. ALL FOOTINGS SHALL BE CARRIED DOWN TO SOIL CAPABLE OF SUSTAINING A MAX. ALLOWABLE SOIL BEARING PRESSURE(SIS): 150Kpa (3133 PSF) VERIFY BY A GEOTECHNICAL ENGINEER, OR AT LEAST 18" BELOW NATURAL UNDISTURBED SOIL.
2. APPROVAL OF THE ENGINEER AND/OR SOIL CONSULTANT MUST BE OBTAINED PRIOR TO POURING OF THE CONCRETE FOOTINGS.
3. REINFORCING STEEL SHALL BE DEFORMED WITH A MINIMUM YIELD STRENGTH OF 400 MPa.
4. REFER TO LOT GRADING DRAWINGS FOR FINISHED EXTERIOR GRADE.
5. ALL WORK TO COMPLY WITH THE REQUIREMENT OF THE LATEST ONTARIO BUILDING CODE.
6. BACKFILL FOR RETAINING WALL TO BE GRANULAR 'B' COMPACT TO 100 % SPMD.

CONCRETE NOTES

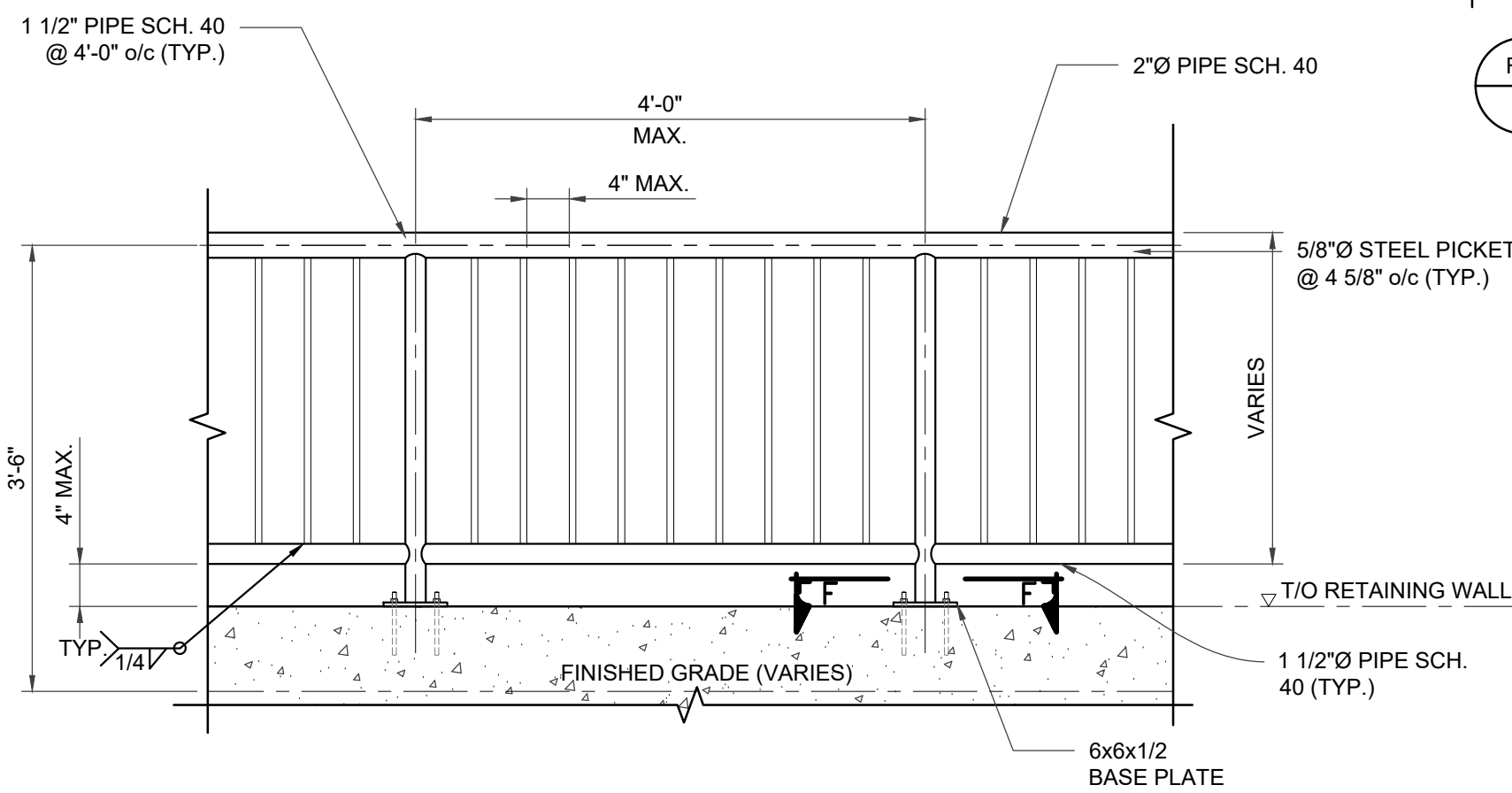
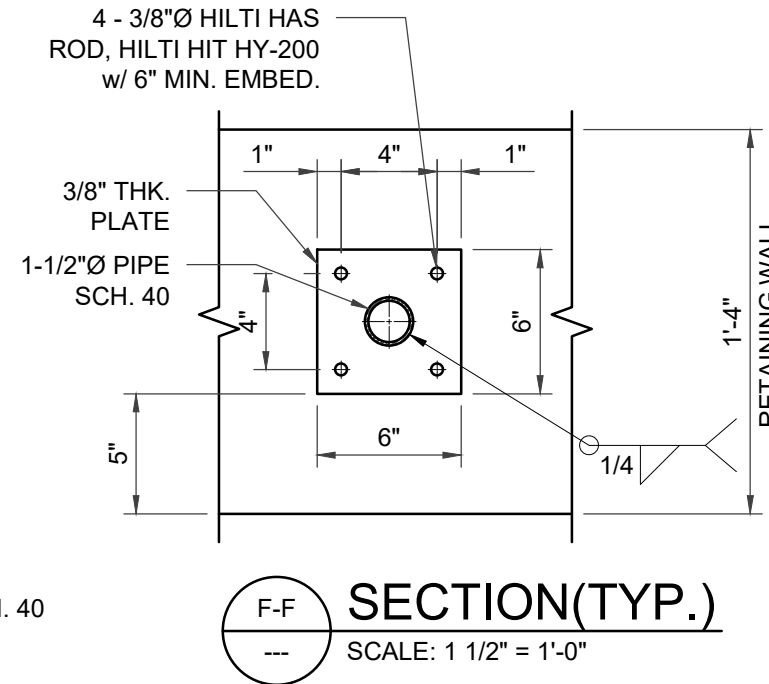
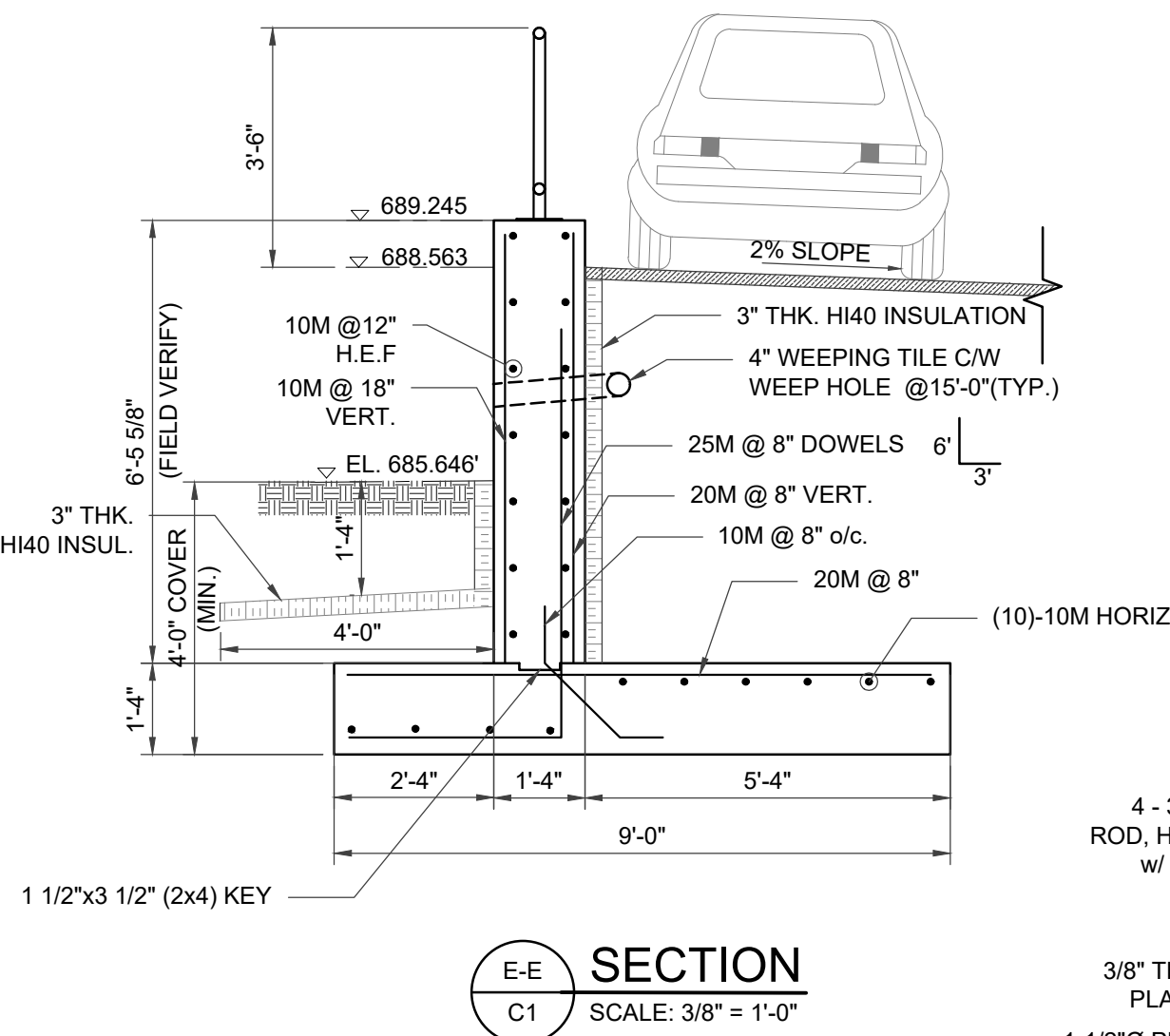
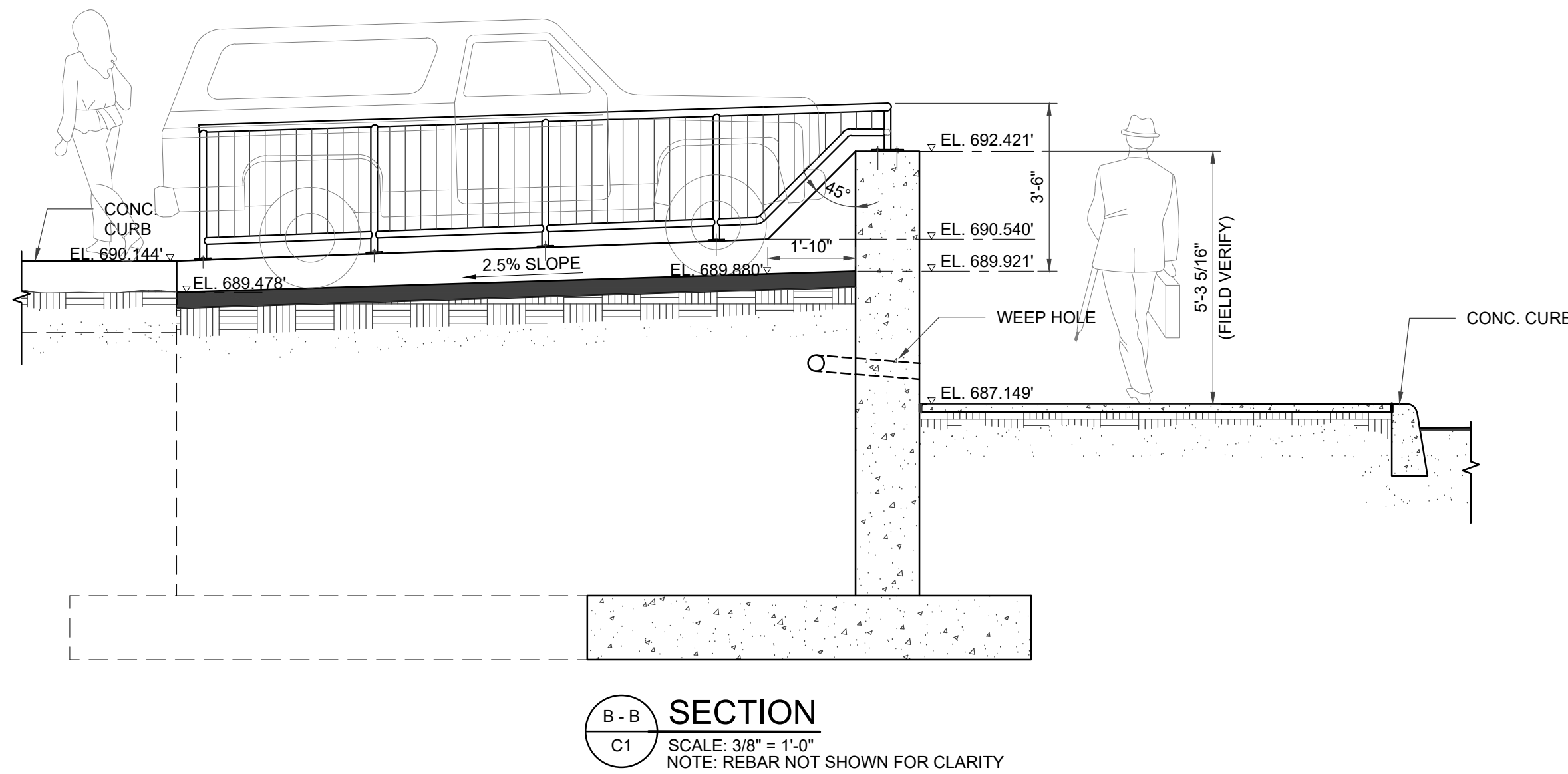
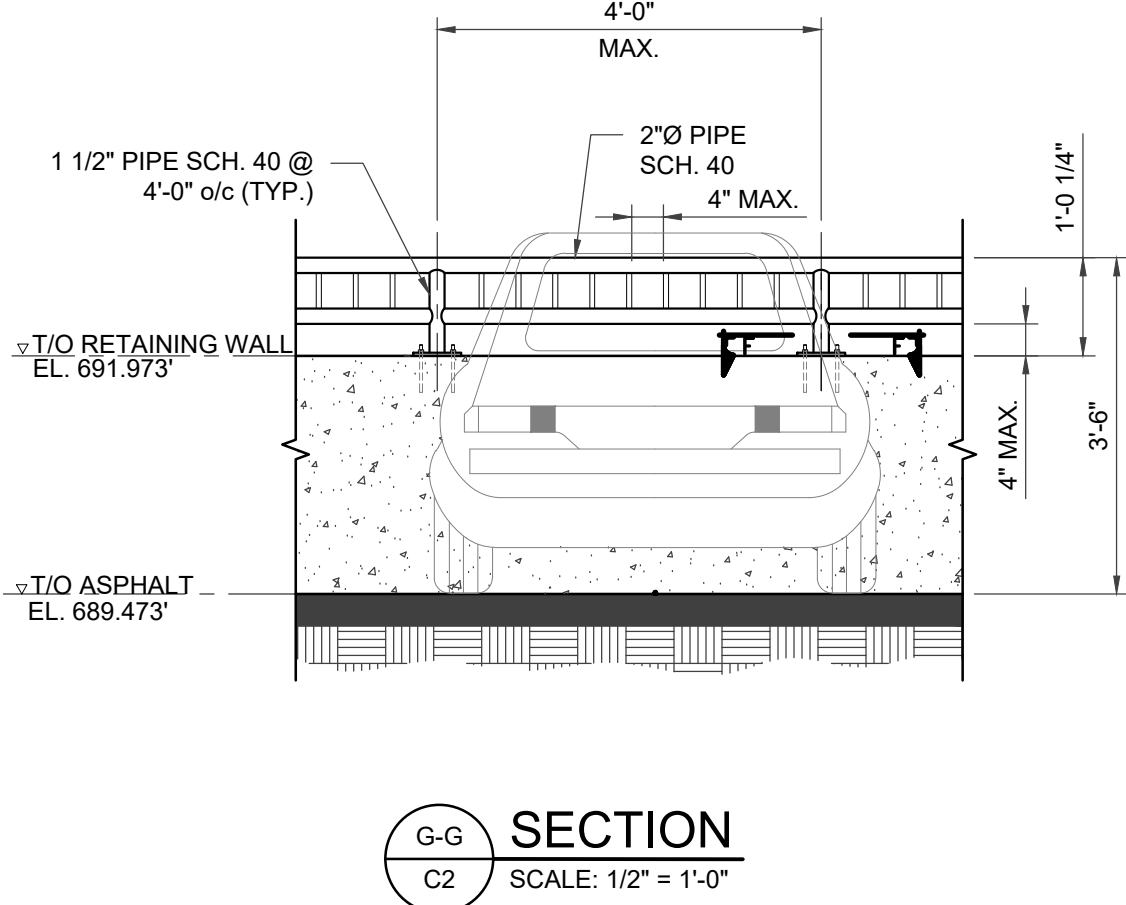
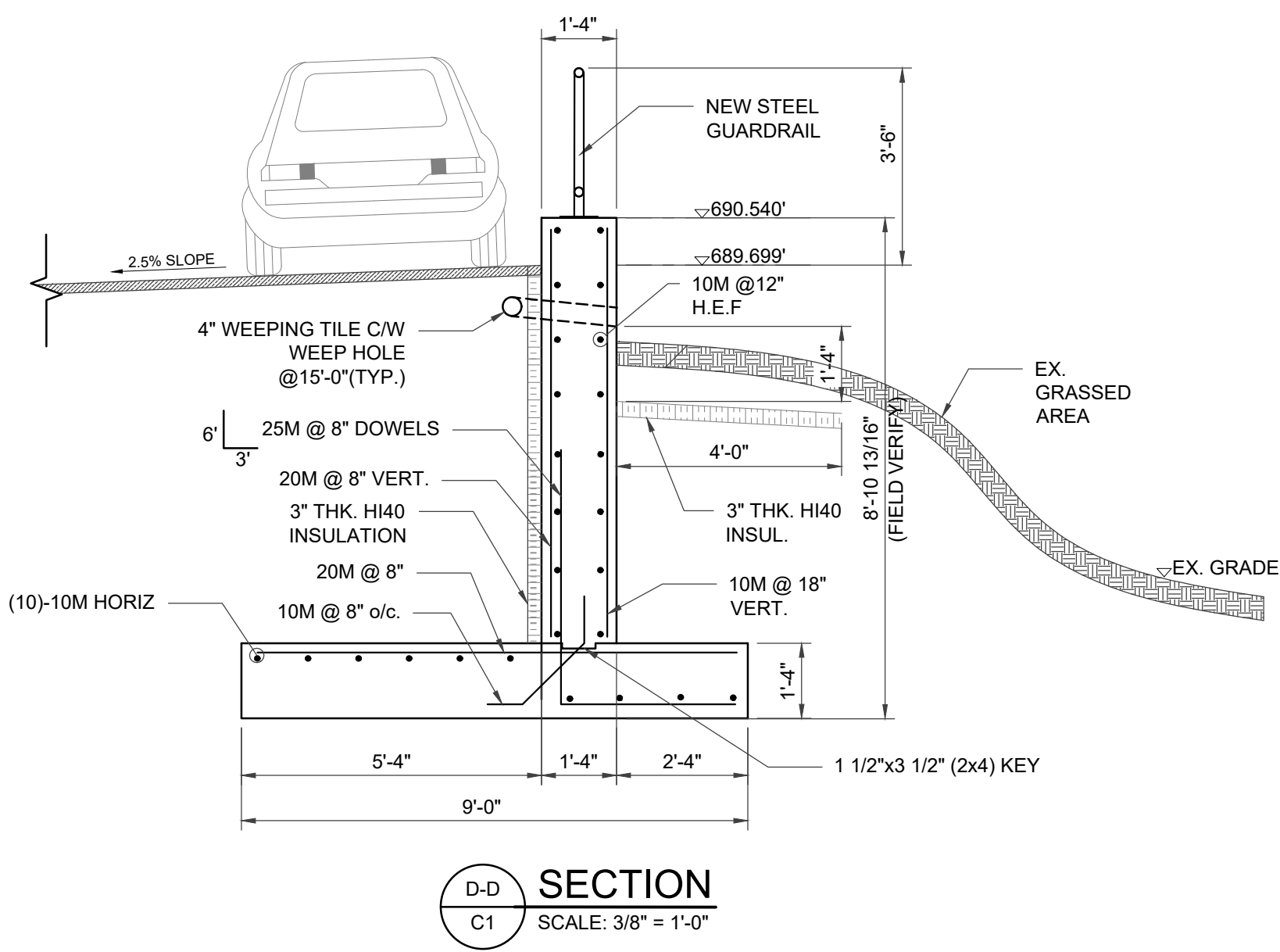
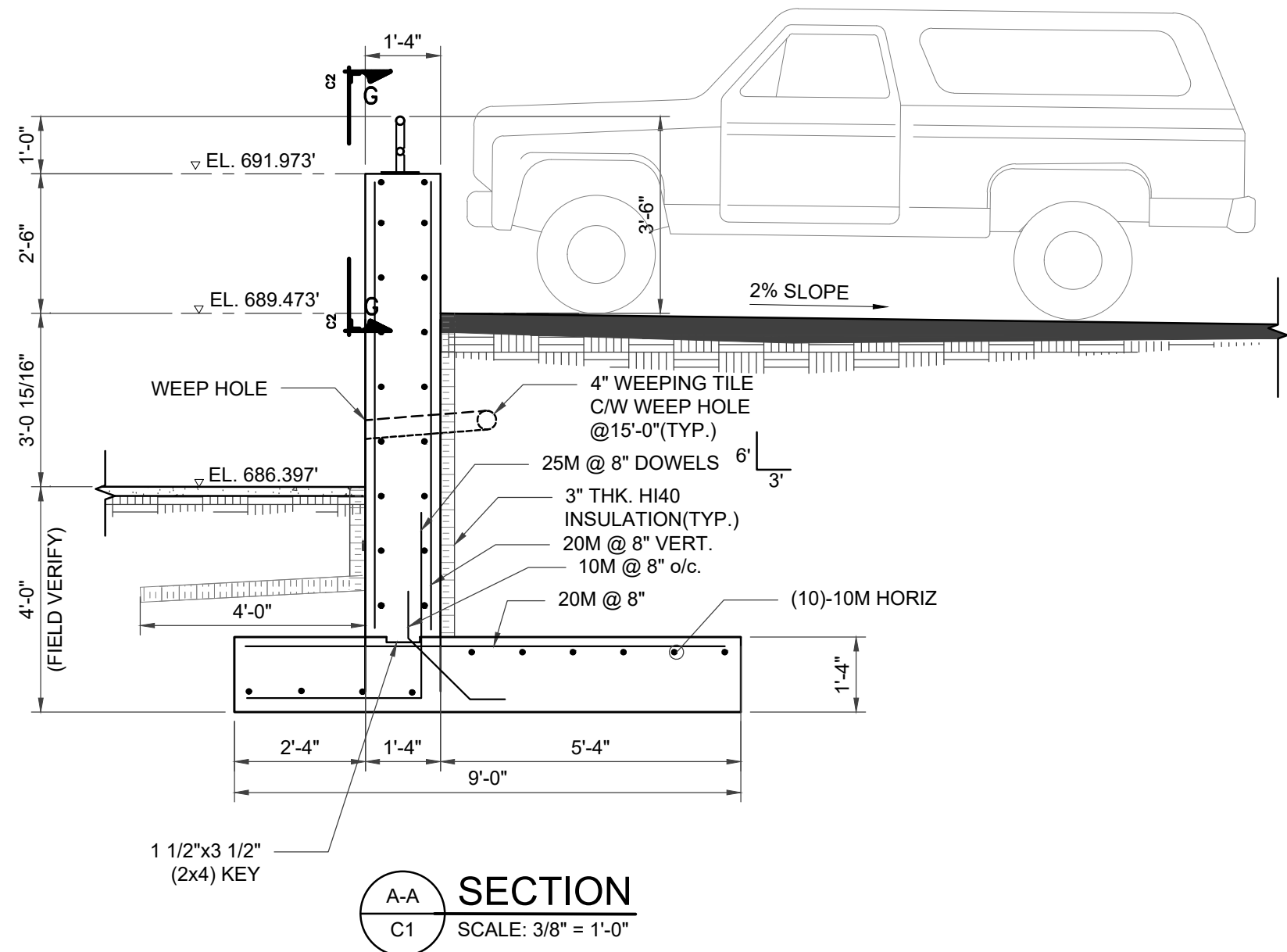
1. WORK OF THIS SECTION SHALL COMPLY WITH THE REQUIREMENTS OF CSA STANDARDS A23.1 AND A23.2 REQUIREMENTS.
2. CONSTRUCT FORMWORK TO BE STRUCTURALLY ADEQUATE, TIGHT, BRACES, AND TRUE TO MAINTAIN SHAPE AND POSITION, TO COMPLY TO CSA S269.1 LATEST ED.
3. ALL REINFORCING STEEL BARS TO BE CLEAN AND SECURED IN PLACE BY THE USE OF CHAIRS, SPACERS OR HANGERS.
4. ALL REINFORCING STEEL FOR CONCRETE SHALL BE DETAILED, FABRICATED, DELIVERED, PLACED AND SECURED IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE FOR REINFORCING STEEL.
5. NO ADMIXTURES, OTHER THAN AIR ENTRAINING ADMIXTURE CONFORMING TO CSA-A266.1 MAY BE USED WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER. THE USE OF CALCIUM CHLORIDE SHALL NOT BE PERMITTED ON THIS PROJECT.
6. CONCRETE SLABS SHALL BE PROTECTED FROM LOSS OF SURFACE MOISTURE FOR NOT LESS THAN 7 DAYS BY USING A CURING COMPOUND CONFORMING TO CAN/CSA A23.1-94 OR KEPT CONTINUOUSLY MOIST AS ENVIRONMENTAL CONDITION MAY APPLY. CONTRACTOR TO SUBMIT PROPOSED CURING PROCEDURE TO ENGINEER FOR REVIEW PRIOR TO POURING OF CONCRETE.
7. CONTRACTOR TO SUBMIT REBAR SHOP DRAWINGS FOR REVIEW OF THE DESIGN ENGINEER. REBAR SHOP DRAWINGS SHALL BEAR THE SEAL AND SIGNATURE OF A PROFESSIONAL ENGINEER REGISTERED WITH THE PROVINCE OF ONTARIO.
8. ALL CONCRETE USED SHALL BE TESTED IN ACCORDANCE WITH CSA A23.2, ARRANGED AND PAID BY THE CONTRACTOR. CAST AND TEST ONE SET OF CONCRETE TEST CYLINDERS FOR EACH DAY AND EVERY 50 CUBIC METERS.
9. PROVIDE HEATED ENCLOSURE FOR CONCRETE WHENEVER AIR TEMPERATURE IS BELOW OR IS LIKELY TO FALL BELOW 5°C. MAINTAIN TEMPERATURE WITHIN HEATED ENCLOSURE FOR PLACED CONCRETE AT NOT LESS THAN 10°C FOR 5 DAYS.
10. APPROVAL FROM THE ENGINEER'S DESIGNATED REPRESENTATIVE SHALL BE OBTAINED PRIOR TO CASTING ANY CONCRETE.
11. MATERIALS
 - ALL CAST IN PLACE CONCRETE SHALL BE READY MIXED CONFORMING TO CSA A23.1
 - ALL CONCRETE TO HAVE MINIMUM CONCRETE COMPRESSIVE STRENGTH, f_c , EQUAL TO 30MPa @ 28 DAYS, C/W 3" (± 1 ") CONCRETE SLUMP AND 6% (± 1 %) AIR ENTRAINMENT.
 - STEEL REINFORCING BARS SHALL BE BILLET STEEL BARS CONFORMING TO CSA G30.18, GRADE 400 (MINIMUM YIELD STRENGTH OF 400MPa.)
12. CONCRETE COVER

MINIMUM CONCRETE PROTECTION FOR REINFORCEMENT NEAR SURFACES OF CONCRETE PLACED:

AGAINST EARTH	3"(76MM)
IN FORMS AND EXPOSED TO EARTH AND WEATHER	2"(50MM)
IN BEAMS (TO STURRUPS)	1-1/2"(38MM)
IN COLUMNS (TO TIES)	3/4"(20MM)
IN WALLS AND SLAB, AS NOTED ON DRAWINGS	

RAILING NOTES:

1. THE NEW STEEL RAILINGS WALL ARE TO BE INSTALLED ON THE NEW 16" THK. CONCRETE RETAINING. THE LOCATIONS OF THE RAILING POSTS ARE TO BE DETERMINED ON SITE BY OTHERS. MAXIMUM SPACING OF THE POST MUST NOT BE MORE THAN 4'-0".
2. STRUCTURAL STEEL SHAPES AND PLATES SHALL BE IN ACCORDANCE WITH CAN/CSA G40.20/21. STEEL GRADE FOR PIPE POST, 300 W FOR FLAT AND ROUND BARS; 300W FOR STEEL BASE PLATES UNLESS OTHERWISE NOTED.
3. ALL STEEL SHALL HAVE ONE COAT STANDARD PRIME AND FINISH COAT (COLOR TO MATCH EXISTING)
4. ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF CSA W59-03.
5. CONTRACTOR TO SUBMIT HANDRAIL SHOP DRAWINGS FOR REVIEW.



STEEL RAILING DETAIL(TYP.)

SCALE: 3/4" = 1'-0"
NOTE: PAINT TO MATCH EXISTING

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District of Parry Sound
Social Services
Administration Board
1 BEECHWOOD DRIVE, PARRY SOUND, ON.,
CANADA P2A 1J2
PHONE: (705) 746-7777

**PARRY SOUND SOCIAL SERVICES
ADMINISTRATION BOARD**
22A BELVEDERE AVENUE, PARRY SOUND ON. P2A 2A1

SECTIONS, DETAILS AND NOTES

Print Date:	JULY 07, 2025
Drawn by:	RAB
Checked by:	BSA
Scale:	AS NOTED
Job No.:	EO25168
Drawing No.	Rev.
C2	1

**APPENDIX 2-A
BID FORM**

BID TO: District of Parry Sound Social Services Administration Board

PROJECT REFERENCE: ITT #25-535-24 - Retaining Wall Replacement

COMPANY: _____ ("**Bidder**")

CONTACT PERSON: First Name: _____ Last Name: _____

ADDRESS: _____

TELEPHONE NO. _____

E-MAIL ADDRESS _____

1. Having carefully examined the **Bid Documents** issued on July 9, 2025 and all documents referred to therein [and Addenda # _____ to _____ inclusive], the Bidder agrees to perform the Work required by the Bid Documents upon the terms and conditions set out in the Bid Documents, inclusive of all applicable taxes, intellectual property fees, import or customs duties, foreign exchange and all other charges **excluding only** value added taxes, if applicable, for the total lump sum price (the "**Price**") of:

PRICE in Canadian Dollars \$ _____ (excluding HST).

HST of _____ % totaling in Canadian Dollars \$ _____.

(HST payable by the Owner only if these blanks are filled in and only in the amount filled in.)

TOTAL PRICE (Price + HST) in Canadian Dollars \$ _____.

2. Details of the Price are shown in the attached Schedule A to Bid Form.
3. Attached as Schedule B is a list of unit prices, including overhead, profit and all other related charges to be used for determining the value of additional Work that may be performed.

4. Attached as Schedule C is a list of the names and locations of all Subcontractors to be used by Bidder in connection with the Work, which may not be changed without the Owner's written consent.
5. Attached as Schedule D is a list of Bidder's senior supervisory staff to be utilized by the Bidder in connection with the Work, which may not be changed without the Owner's written consent.
6. Attached as Schedule E is a list of items and services to be provided by Owner in connection with any work to be done by Bidder in performing the Contract (e.g. compressed air, water, electricity). Failure of Bidder to provide details of items and services to be provided by Owner means that the Owner is not to provide any items or services.
7. Attached as Schedule F is a construction schedule with major activities and milestones.
8. Attached as Schedule G is:
 - (a) An agreement in writing in a form acceptable to the Owner (a **"Consent of Surety"**) in which surety company agrees to furnish all required performance and/or labour and material payment bonds specified in the Bid Documents within 10 days of issuance of a letter of acceptance.
 - (b) **Proof of insurance** confirming that Bidder has in place or will have in place the insurance required by Bid Documents.
 - (c) Proof of insurance from the Workplace Safety & Insurance Board or evidence that the Bidder does not require Workplace Safety & Insurance Board Insurance.
9. The Bidder confirms that they have in place or will have in place, at their own expense, the following insurances as outlined in CCDC 41.
 - (a) "Broad form" (Builders Risk) property insurance; and
 - (b) Contractors' equipment insurance.
10. The Bidder warrants that this Bid is made independent of any other person or entity making a Bid for the same work.

11. The Bidder warrants that no person or entity, other than Bidder and its Subcontractors and Suppliers as set out herein, has any interest in this Bid or in the proposed contract for which this Bid is made.
12. The Bidder declares that no director, officer or employee of the Owner is or will become directly or indirectly interested, as a contracting party, partner, stockholder, surety or otherwise, in or in the performance of the Work or in any of the monies to be derived therefrom.
13. Bidder agrees that if its Bid is accepted, it will deliver to the Owner (within 10 days of receipt) a duly executed Agreement Between Owner and Contractor prepared by the Owner.
14. Bidder agrees that if its Bid is accepted, it will sign the Owner's Contractor Health and Safety Responsibility Agreement.
15. Conflict of Interest Declaration

The Bidder must complete the following:

- a) If the box below is left blank, the Bidder will be deemed to declare that: (1) there was no Conflict of Interest in preparing its submission; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.
- b) Otherwise, if the statement below applies, check the box.

☐ The Bidder declares that there is an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest.

Dated at _____ (city) this _____ day of _____ 20____ .

Legal Name of Bidder

Signature of Authorized Person(s)

Name and Title of Authorized Person(s)

SCHEDULE A TO BID FORM
Breakdown of Price CDN \$ – Not Including HST

(Refer to Appendix 2-B attached as a separate document)

SCHEDULE B TO BID FORM
Unit Prices in CDN \$ for Additional/Deleted Work

Unit	Price Per Unit or Percentage Mark-Up
Additional concrete foundation wall demolition	\$/m ²
Additional new concrete	\$/m ³
Additional fill – Granular “A”	\$/m ³
Additional fill – Granular “B”	\$/m ³

SCHEDULES C - G TO BID FORM

Bidders are expected to provide Schedules C to G in their own format.

APPENDIX 2-B TO ITT #25-535-24
SCHEDULE A TO BID FORM
PRICE BREAKDOWN

Notes for completing form:

1. Bidder to input requested information only in permitted cells in *blue*. The Total Price excluding HST, Cell C23, will populate automatically.

2. Total Price excluding HST, Cell C23, should match Price excluding HST as noted under #1 of the Bid Form.

BIDDER NAME:

ITEM NUMBER	ITEM DESCRIPTION	PRICE EXCL. HST
1	General	
2	Mobilization / Demobilization	
3	Demolition	
4	Excavation	
5	Concrete Foundation Wall / Footing	
6	Concrete Reinforcement	
7	Backfill	
8	Asphalt	
9	Electrical (Block Heaters)	
10	Line Painting	
11	Railings	
TOTAL PRICE (excluding HST) ²		\$ -

APPENDIX 3
SUPPLEMENTARY CONDITIONS
ITT #25-535-24

SUPPLEMENTARY GENERAL CONDITIONS to Standard Construction Document CCDC 2 - 2020 made between *The District of Parry Sound Social Services Administration*, as *Owner*, and [Contractor], as *Contractor*, dated _____ with respect to the construction of the Retaining Wall Replacement located at 22A Belvedere Ave., Parry Sound, ON P2A 2A1.

Standard Form of *Contract*

The Standard Construction Document CCDC 2 (2020), Stipulated Price *Contract* between the *Owner* and the *Contractor*, shall be considered complete only as amended and supplemented by the following supplementary general conditions.

ARTICLE A - 4 CONTRACT PRICE

SC 1. DELETE paragraph 4.4 and replace it with the following:

“4.4 For greater certainty the total amount payable by the *Owner* to the *Contractor* shall be the amount stated in Article 4.3 above, subject only to any *Change Order* or *Change Directive*.”

ARTICLE A - 5 PAYMENT

SC 2. AMEND paragraph 5.1.1 by adding the words: “or as agreed by the *Owner* to be undisputed and owing” after the words “certified by the *Consultant*”.

SC 3. DELETE paragraph 5.1.2 and replace it with the following:

“5.1.2 On the expiry of the statutory lien holdback period following the *Substantial Performance of the Work*, as certified by the *Consultant*, and if no lien claims are outstanding, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and”

SC 4. AMEND paragraph 5.1.3 by adding the words: “as certified by the *Consultant*,” after the first instance of the word “payment” and the words “undisputed and” before the words “unpaid balance”.

SC 5. DELETE paragraph 5.2.2 and replace with the following:

“5.2.2 Interest on late payments, if any, will be in accordance with the *Payment Legislation*.”

SC 6. ADD new paragraph 5.3 as follows:

“5.3 As such payments become due, the *Contractor* shall, in accordance with the terms of its agreements with any *Subcontractors*, *Suppliers* and workmen, pay all of its *Subcontractors*, *Suppliers* and workmen in full on account of work properly performed or *Products* properly supplied, as applicable, less any holdback monies retained in compliance with the *Payment Legislation*. The *Contractor* may, subject to the provisions of the *Payment Legislation*, hold back a portion of payments certified to be payable to a *Subcontractor* provided that:

- 5.3.1 It relates to *Work* that the *Contractor* believes is incomplete or deficient; and
- 5.3.2 It takes immediate action against the *Subcontractor* in question such that either the *Subcontractor* or another *Subcontractor* repairs the deficient *Work* forthwith; or
- 5.3.3 It relates to liens filed on title to the *Place of the Work* which arise from the *Subcontractors'* or *Supplier's* work.”

SC 7. ADD new paragraph 5.4 as follows:

“5.4 Notwithstanding any other provision of the *Contract*, and subject to the provisions of the *Payment Legislation*, the *Owner* may set off against or withhold from any payment owing to the *Contractor* in the amounts specified in this *Contract* or, where no amount is otherwise specified, to the extent necessary, in the *Owner's* view acting reasonably, to protect the *Owner* from any loss or damage arising in connection with:

- 5.4.1 errors, discrepancies, inconsistencies or irregularities in any *Proper Invoice* or other application for payment;
- 5.4.2 failure by the *Contractor* to provide any document or other deliverable required to be submitted with or to process a *Proper Invoice* or other application for payment (including for payment of holdback), or to certify payment of same;
- 5.4.3 deficient, defective or non-conforming *Work* or other unauthorized deviations by the *Contractor* from the *Contract Documents* which have not been corrected;
- 5.4.4 written notice of lien, liens preserved, or lien claims made against the *Owner* or against title to the *Place of the Work* which have not been

vacated, released, or discharged by the *Contractor* as required under GC 13.1 – LIENS;

- 5.4.5 failure of the *Contractor* to make any payment when due to third parties and any outstanding claims by third parties against the *Owner* relating to the *Work*, including *Subcontractor* or *Supplier* claims;
- 5.4.6 damage to the *Work* or property of the *Owner* for which the *Contractor* is responsible; and
- 5.4.7 failure by the *Contractor* to make payments to the Workplace Safety and Insurance Board of the Province of Ontario or similar body, for which the *Owner* may be found liable.

SC 8. ADD new paragraph 5.5 as follows:

“5.5 When the *Contractor* has remedied the cause of the set-off or withholding and has furnished evidence satisfactory to the *Owner* of such remedy, the amount of the withholding will, subject to paragraph 5.4, be paid without interest notwithstanding any other provision of this *Contract*.”

ARTICLE A - 9 TIME IS OF THE ESSENCE

SC 9. ADD the following new Article 9.1:

“9.1 The *Contractor* acknowledges and agrees that it is responsible to marshal its resources and those of its *Subcontractors* and *Suppliers* in a manner which will permit timely attainment of the *Substantial Performance of the Work*. The *Contractor* agrees that time is of the essence of this *Contract*.”

DEFINITIONS

SC 10. AMEND the definition of “*Contract Documents*,” by adding the words “and agreed upon in writing” at the end of the definition.

SC 11. ADD the following definitions:

“**Approved Construction Schedule**” shall be the schedule provided in accordance with Article A-1.3 and further defined in GC3.4.

“**Force Majeure**” means any cause, beyond either parties’ control, other than bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the *Contract* and the event of *Force Majeure* did not arise from a party’s default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. *Force Majeure* includes: labour

disputes; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining permits or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions; but only if substantially beyond the weather norms of the *Place of the Work*, or acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).

“Key Personnel” means the individuals named in named in the *Contractor’s* Schedule D to Bid Form.

“Owner’s Representative” shall mean the Housing Services Corporation.

“Proper Invoice” shall comply with any invoicing requirements specified in the *Contract Documents*, and shall include:

- (a) a written requisition for payment which must include:
 - (i) the *Contractor’s* name, address and HST number;
 - (ii) the date of the *Proper Invoice* and the period during which the services or materials were supplied which shall be to the end of the month in question;
 - (iii) information identifying this *Contract* (by its date) and/or any other authority, whether in the *Contract* or otherwise, under which the services or materials were supplied;
 - (iv) the name, title, telephone number and mailing address of the person to whom payment is to be sent; and
 - (v) any other information that may be prescribed under the *Payment Legislation*;
- (b) a statement showing the total value of the *Work* performed and the *Products* delivered to the Place of Work to the end of the period that is the subject of the *Proper Invoice* (the **“Completed Value”**) less the total of all amounts previously payable and invoiced and the total of all previous holdback amounts, and include a statement of the proportion that the *Completed Value* is to the total amount of the *Contract* as of the date of the Proper Invoice;
- (c) a current sworn statutory declaration in the form of the CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor;

- (d) a valid Workplace Safety Insurance Board (“**WSIB**”) Clearance Certificate certifying that the *Contractor* was registered with the WSIB Board as an Employer throughout the duration of the *Contract*;
- (e) certificates of insurance for any policies required to be obtained by the *Contractor* pursuant to the *Contract Documents* and updated certificates of insurance should any such policies be changed, renewed, or replaced, except that such certificates need only be submitted the first time required; and
- (f) a declaration that no written notices of lien have been received by the *Contractor*.

“**Property Manager**” shall mean the District of Parry Sound Social Services Administration Board.

“**Restricted Period**” shall mean the period of time between the third last Monday of December to the second Monday of the following (new) year, inclusive, of any given calendar year throughout the duration of the *Contract*.

GC 1.1 CONTRACT DOCUMENTS

SC 12. REPLACE paragraph 1.1.3 with the following:

1.1.3 “The *Contractor* shall review the *Contract Documents* and report promptly to the *Consultant* and *Owner* any error, inconsistency, or omission the *Contractor* may discover or any doubt as to the meaning or intent. Unless the *Contractor* fulfills this requirement, subsequent claims by the *Contractor* for extra compensation will not be accepted. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant* or has had the meaning of intent clarified.”

SC 13. REPLACE paragraph 1.1.8 with the following:

"1.1.8 Unless the context of the *Contract* otherwise clearly requires, references to the plural include the singular, and to the singular, the plural. Reference to the word “or” have the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

SC 14. ADD the following new paragraphs 1.1.12 to 1.1.14:

“1.1.12 If the *Contractor* believes that there is some discrepancy, omission, error or

departure from the applicable By-laws in the *Contract Documents* or *Consultant's* instructions, the *Contractor* shall immediately cease work on the portion affected until resolved with the *Consultant* and instructed to proceed.

1.1.13 The *Contractor* will be provided with one electronic set of *Contract Documents*. Additional sets or hard copy sets may be provided at the *Contractor's* expense.

1.1.14 The *Contract Documents* are to be interpreted as a whole, although they are arranged in divisions for convenience and clarity. The *Contractor* is responsible for all the *Work*, regardless of the division of the *Work* in the *Contract Documents*, and such division does not impose any obligation of the *Consultant*, *Project Manager*, or upon the *Owner* as arbiter to establish limits, or responsibility between the *Contractor* and the *Subcontractors*.”

GC 2.2 ROLE OF THE CONSULTANT

SC 15. ADD to the end of paragraph 2.2.12 the following:

“If in the opinion of the *Contractor* a *Supplemental Instruction* involves an adjustment in *Contract Price* or *Contract Time*, the *Contractor*, shall within five (5) *Working Days* of receipt of *Supplemental Instruction* advise the *Consultant* and *Owner* in writing accordingly. Failure to provide written notification within the time stipulated shall preclude the *Contractor* from making a claim for an adjustment in the *Contract Price* or *Contract Time* as a result of the *Supplemental Instruction*”

SC 16. ADD the following new paragraph 2.2.19:

“2.2.19 The *Consultant* shall be the payment certifier for the purposes of the *Payment Legislation* determinations in respect of the *Contract* and all lien holdback funds released pursuant to the *Contract*.”

GC 2.4 DEFECTIVE WORK

SC 17. DELETE the words “that has been rejected by the *Consultant*” and replace with the words “whether or not rejected by the *Consultant*” in the first line of GC 2.4.1.

- SC 18. ADD the words “, at its expense,” after the word “*Contractor*” in the first line of GC 2.4.1.

GC 3.1 CONTROL OF THE WORK

- SC 19. ADD to the end of paragraph GC 3.1.1 the following words: “and compliance with the Health and Safety Requirements”.

- SC 20. ADD the following new paragraphs 3.1.3 to 3.1.7:

- “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*.
- 3.1.4 The *Contractor* shall render all necessary assistance to the *Consultant*, and if required shall take and furnish *Consultant* with levels, measurement, or anything else required by the *Consultant* on the *Work* or the *Place of Work* as the case may be. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the inspection of the *Work* by the *Consultant*.
- 3.1.5 The *Contractor* understands that the *Work* must be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned in the *Contract Documents*. The *Contractor* will be held to provide all labour and materials necessary for the entire completion of the *Work* intended and shall not avail himself of any unintentional error or omission in the *Contract Documents*, should such error exist.
- 3.1.6 The *Owner* will not allow any claim for extra payments to the *Contractor* for any extra work made necessary because of difficulties and encounters due to conditions of the *Place of the Work* that were visible upon or reasonable inferable from and examination at the *Place of Work*.
- 3.1.7 Any inspection and testing performed by the *Owner* or under any cash allowance is solely for the *Owner*’s own information and shall not relieve the *Contractor* from his/her responsibility under the *Contract* for the proper conduct of the *Work* and for conducting whatever tests that are necessary to ascertain that the *Work* is in accordance with the *Contract*.”

GC. 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC 21. AMEND clause 3.2.3.4 with the following:

“3.2.3.4 Add to the end of the last sentence “Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies of other *Contractor’s* work except as to those of which they were not reasonably discoverable.”

GC 3.4 CONSTRUCTION SCHEDULE

SC 22. DELETE Section 3.4 in its entirety and replace with the following:

“3.4.1 The parties acknowledge that the *Approved Construction Schedule* is attached as Appendix A hereto and that it indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*.

3.4.2 The *Contractor* shall:

- (a) Provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the *Approved Construction Schedule* referred to in paragraph 3.4.1 or any successor or revised schedule accepted by the *Owner*.
- (b) Monitor the progress of the *Work* on a weekly basis relative to the *Approved Construction Schedule* referred to in paragraph 3.4.1, or any successor or revised schedule accepted by the *Owner*.
- (c) Provide the *Consultant* and the *Owner* with updated progress schedules (Gantt charts in PDF or Excel format) on at least a monthly basis, and advise the *Consultant* and the *Owner* by *Notice in Writing* of any variation from the baseline or slippage in the schedule which has the potential to delay completion of the *Work* within the *Contract Time*. The *Owner* shall be entitled to withhold 5% of the total amounts claimed in each subsequent application for payment for each failure to submit any progress schedule when due or failure to submit a compliant progress schedule, until each missing and/or non-compliant progress schedule is delivered or corrected and resubmitted by the *Contractor*.
- (d) If, after applying the expertise and resources required under paragraph 3.4.2(a), the *Contractor* forms the opinion that the slippage in schedule

reported in paragraph 3.4.2(c) cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.4.2(c), 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.

- 3.4.3 If at any time it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to 3.4.2(c), 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. If the *Contractor* intends to apply for a change in the *Contract* Price in relation to a schedule recovery plan, the *Contractor* shall proceed with PART 6 — CHANGES IN THE WORK. Unless the *Contractor* is entitled to a change pursuant to Part 6 – CHANGES IN THE WORK, the *Contractor* will be responsible for all costs of developing and implementing the recovery plan."

GC 3.5 SUPERVISION

- SC 23. REPLACE paragraph 3.5.1 with the following:

"3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place* or *Places of the Work* while *Work* is being performed. The *Contractor's* appointed representative(s), as identified to the *Consultant* prior the start of the *Work*, shall not be changed except for valid reasons, and then only where the *Contractor* has obtained the written consent of the *Consultant*, acting reasonably, and the *Consultant* has agreed to the proposed successor representative."

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- SC 24. REPLACE paragraph 3.6.4 with the following:

"3.6.4 If the *Owner* objects to the employment of a proposed *Subcontractor* or *Supplier* and such objections are determined to be unreasonable, the *Owner* agrees to pay such additional amounts, if any, that the *Contractor* shall be obliged to pay by virtue of the *Owner's* objection. Such an objection will not be considered unreasonable if the *Owner* or its *Consultant* has

experience of unsatisfactory performance from that *Subcontractor* or *Supplier* on prior jobs.”

SC 25. REPLACE paragraph 3.6.6 with the following:

“3.6.6 The *Consultant* may, upon reasonable request and at their discretion, provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor’s* or *Supplier’s* work which has been certified by payment.”

GC 3.7 LABOUR AND PRODUCTS

SC 26. ADD the following new paragraphs 3.7.4 to 3.7.8:

“3.7.4 *Products*, which are specified by their proprietary names, or by parts of catalogue number, shall form the basis for the *Specifications* and the *Contract*. No substitutes for these may be used without the *Consultant’s* approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper review by the *Consultant*. In applying for permission to use substitutes, the *Contractor* shall prove to the *Consultant’s* satisfaction that the substitute is equal to or better than the specified product. Each application shall be accompanied by a complete list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.

3.7.5 The *Contractor* shall use all *Products* in strict accordance with the *Manufacturer’s* directions except where specified otherwise. Whenever specific reference to *Manufacturers’* directions or instruction is made in *Specifications*, the *Contractor* shall submit copies of such instruction or direction, or both, for approval to the *Consultant* before commencing such work.

3.7.6 Whenever more than one product is specified for one use, the *Contractor* may select for this use any of the *Products* so specified unless the *Specification* or *Drawings* indicate otherwise.

3.7.7 The *Contractor* shall ensure that all materials are delivered to the *Place of the Work* in original containers and packages with labels and seals intact and that they are protected from the elements and visible for inspection by the *Consultants*.

3.7.8 The *Contractor* is responsible for the safe on-site storage and protection of *Products* to be installed under the *Contract* (including *Products* supplied by the *Owner*) so as to avoid dangerous conditions at the *Place of the Work* or

contamination of the *Products* or other persons or property, including the *Place of the Work*.”

GC 3.8 SHOP DRAWINGS

SC 27. AMEND paragraph 3.8.3.1 with the following:

“3.8.3.1 In the third line after the words “or will do so”, add the words “prior to performing the relevant work.”

SC 28. ADD the following new paragraph 3.8.8:

“3.8.8 Reviewed shop drawings shall not authorize a *Change Order* or *Change Directive*.”

SC 29. ADD the following General Conditions:

“GC 3.9 USE OF THE WORK

3.9.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, instructions of the *Consultants*, or the *Contract Documents*.”

3.9.2 The *Contractor* may be requested at any time to suspend noisy or otherwise objectionable operations during certain functions. Should such operations cause undue interference with the said functions, the *Contractor* will be expected to extend the fullest co-operation and courtesy in this regard.

3.9.3 If the existing building remains occupied during the contract, the *Contractor* shall execute the work to cause minimum interference to the occupants and personal effects. Moreover, the *Contractor* shall maintain access to the building facilities at all times during the *Contract*.

3.9.4 The *Contractor* shall assume that all work will be carried out during normal working hours based on a 5-day week. After contract award, permission may be granted from the *Owner* to work outside these limitations provided the request is presented by the *Contractor* in written format fifteen (15) *Working Days* prior to construction. The *Owner* reserves the right to offer this option (i.e. weekend work) only upon confirmation with present tenants.

GC 3.10 CLEAN UP

- 3.10.1 The *Contractor* shall keep the building and *Place of the Work* free from accumulation of dirt debris and excess materials. The *Contractor* shall remove the debris from the *Place of the Work* at the close of each *Working Day* or more often if required.
- 3.10.2 The *Contractor* shall perform final clean-up after completion of entire *Work*.

GC 3.11 STANDARD OF CARE

- 3.11.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent *Contractor* supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- 3.11.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- (a) The personnel it assigns to the *Project* are appropriately experienced.
 - (b) 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.
 - (c) 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*.
- 3.11.3 The *Contractor* shall at all times be responsible for obtaining all required approvals for the *Work* and shall at all times comply with all applicable laws in the performance of its obligations hereunder. Applicable laws shall include any and all applicable domestic, federal, provincial, territorial, regional, municipal or local statutes, laws, by-laws, rules, regulations, codes (including design and building codes), ordinances, permits, decrees, writs, injunctions, orders or the like, of any governmental authority, applicable to the *Contractor*, or to the performance of the *Work*.

GC 3.12 KEY PERSONNEL

- 3.12.1 The *Contractor* shall not replace any of the *Key Personnel*, as specified in the *Contractor's* Schedule D to Bid Form without the prior written approval of the *Owner*. If any of the *Key Personnel* become unavailable to perform the *Work*, then the *Contractor* shall promptly designate a replacement(s) who shall be subject to the *Owner's* written approval. The *Owner* shall be entitled to complete information on any such replacement of the *Key Personnel*, including a current resume."

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- SC 30. DELETE GC 5.1 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- SC 31. REPLACE paragraphs 5.2.1 with the following:

- "5.2.1 Applications for payment on account as provided in Article A-4 – CONTRACT PRICE shall be made as follows:

- 5.2.1.1 The *Contractor* may make an application for payment by submitting a *Proper Invoice* to the *Owner* and *Payment Certifier* as the *Work* progresses on the 1st day of each month except during the *Restricted Period*, or the next *Working Day* (or next *Working Day* falling after the *Restricted Period*, as applicable) thereafter (each an "**Invoice Due Date**"). Any written bill or other request for payment that would otherwise comprise a *Proper Invoice* but is provided on a date other than an *Invoice Due Date* shall be deemed to have been given to the *Owner* on the new following *Invoice Due Date*. The *Contractor* shall ensure that the *Contractor's* agreements with each *Subcontractor* and *Supplier* require the delivery of invoices accordingly. Applications for payment shall not be delivered by the *Contractor* or received by the *Owner* during the *Restricted Period*.

- 5.2.1.2 Based on its examination of such claim for payment, the *Payment Certifier* shall issue a certificate for payment in such form as the *Owner* may require.

- SC 32. AMEND paragraphs 5.2.4 to 5.2.6 as follows:

- 5.2.4 Replace "to the *Consultant*" with "to the *Owner* and the *Consultant*".

- 5.2.5 Replace "as the *Consultant*" with "as the *Owner* and the *Consultant*".

- 5.2.6 Replace "as the *Consultant*" with "as the *Owner* and the *Consultant*".

SC 33. ADD the following at the end of paragraph 5.2.7:

“5.2.7 Each application for payment shall also include a declaration that no written notices of lien have been received by it.”

GC 5.3 PAYMENT

SC 34. ADD the following new paragraph:

“5.3.2 The *Owner* may deduct from any amounts due or to become due to the *Contractor*, any sum or sums owing by *Contractor* to the *Owner*, including compensation for any breach by the *Contractor* of any part of this *Contract*, or to the *Owner* discharging any liens by the *Contractor* or by any *Subcontractor*.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

SC 35. AMEND paragraph 5.4.1 by adding the following before the first sentence:

“When the *Contractor* considers that the *Work* is substantially performed or if permitted by the *Construction Act (Ontario)* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within *one Working Day*, deliver to the *Consultant* and to the *Owner* an application for certification of *Substantial Performance of the Work* or of the designation portion of the *Work*, which shall include:

- (a) a comprehensive list of items to be completed or corrected and the estimated value of and projected completion dates for each such completion or correction, although failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*;
- (b) a statement based on the schedule of values for the relevant portion of the *Work* together with details of any variances from the *Construction Budget* and an explanation thereof;
- (c) written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, government and utilities authorities having jurisdiction, including but not limited to provision of an occupancy permit from the local authority having jurisdiction over the

Project, provided that the local authority's operating procedures allow for the issuance of an occupancy permit and one is made available;

- (d) evidence satisfactory to the *Consultant* and *Owner*, acting reasonably, of provision to the *Owner* of all required spare parts, testing and balancing results, distribution system diagrams, manufacturers' inspections, and any other required certifications by all testing, cleaning or inspection authorities or associations, as specified in the *Contract Documents*, as applicable; and
- (e) all other materials or documentation required to be submitted under the *Contract* which have not yet been submitted, except the materials and documents specified in GC 5.4.3."

SC 36. AMEND paragraph 5.4.1.2 by adding the following to the last sentence:

"5.4.1.2 provided that no written notices of lien have been claimed or liens are registered against the *Project* or that any such liens have been vacated, released, discharged or otherwise addressed to the satisfaction of the *Owner*, acting reasonably."

SC 37. ADD the following new paragraph 5.4.1.3:

"5.4.1.3 in consultation with the *Owner* and the *Contractor* establish the value of retention monies to be held back and released upon completion of incomplete work or deficiencies."

SC 38. DELETE paragraph 5.4.2 in its entirety and replace with the following:

"5.4.2 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*."

SC 39. DELETE paragraphs 5.4.3 and 5.4.4 and replace with the following:

"5.4.3 Within thirty (30) days of the published date of *Substantial Performance of the Work*, the *Contractor* will submit to the *Owner* and *Consultant* an application for payment of the lien holdback which shall include:

- (a) all guarantees, warranties, operations and maintenance manuals required by the *Contract Documents*, whether originating from the *Contractor* or *Subcontractors* or *Suppliers*;
- (b) two sets of "as-built drawings";

- (c) a current sworn statutory declaration of the *Contractor* in the form of the CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor;
- (d) a Workplace Safety and Insurance Board Certificate of Clearance showing that the *Contractor* is in good standing; and
- (e) evidence satisfactory to the *Consultant*, the *Owner* and the *Lender* (if any) that there are no written notices of lien or liens registered against or otherwise claimed in respect of any portion of the *Project* or that any written notices of lien or registered liens have been vacated, released, discharged, or otherwise addressed to the *Owner's* satisfaction, acting reasonably.

If the *Contractor* has not provided one or more of the documents or other deliverables specified in GC 5.4.3 or GC 5.4.1 (without prejudice to the *Consultant's* entitlement to determine that *Substantial Performance of the Work* has not yet been achieved as a result of such failure) within the applicable time periods noted above, the *Owner* shall be entitled to set off or withhold up to fifteen percent (15%) of the total amount of the holdback (or such other amount as the *Contractor* and *Owner* may agree to) in order to protect the *Owner* from loss with respect to the missing documents until all missing documents or other deliverables have been provided by the *Contractor*.

- 5.4.4 Subject to the requirements of any *Payment Legislation* and the *Contract*, all holdback amount prescribed by the applicable lien legislation for the Work shall become due and payable to the *Contractor* no later than ten (10) *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*."

SC 40. ADD the following new paragraph 5.4.7:

- "5.4.7 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 of the Work within seven (7) days of receiving a copy of the Certificate signed by the *Consultant*, and the *Contractor* shall on the day of publication provide suitable evidence of the publication to the *Consultant* and *Owner*, including the date of publication and the name of the construction trade newspaper. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish and back charge the *Contractor* its reasonable costs for doing so."

GC 5.5 FINAL PAYMENT

SC 41. DELETE paragraph 5.5.1 in its entirety and replace with the following:

“5.5.1 When the *Contractor* has attained *Ready-for-Takeover* of the *Work*, the *Contractor* shall submit an application for final payment. The *Contractor* must, when applying for final payment, provide the *Consultant* with:

- (a) a statement based on the schedule of values for the relevant portion of the *Work* together with details of any variances from the *Construction Budget* and an explanation thereof;
- (b) a current sworn statutory declaration of the *Contractor* in the form of the CCDC 9A - Statutory Declaration of Progress Payment Distribution by Contractor;
- (c) a Workplace Safety and Insurance Board Certificate of Clearance; and
- (d) evidence satisfactory to the *Consultant*, the *Owner* and the *Lender* (if any) that there are no written notices of lien or liens registered against or otherwise claimed in respect of any portion of the *Project* or that any written notices of lien or registered liens have been vacated, released, discharged, or otherwise addressed to the *Owner's* satisfaction, acting reasonably.”

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

SC 42. ADD the following new paragraphs 6.1.3 to 6.1.5:

“6.1.3 No work in excess of the estimated quantities indicated on the bid form shall be carried out without written authorization from the *Consultant* and the *Owner*.

6.1.4 Any extra work which is carried out without authorization from the *Consultant* and the *Owner* will be entirely at the *Contractor's* own risk and expenses.

6.1.5 Contemplated Change Notice

- (a) Submission of Quotation
 - (i) If the *Owner* determines that the cost of the work will be affected due to a contemplated change, the *Contractor* shall submit a

quotation to the *Owner* in accordance with the instructions specified herein.

- (ii) Quotations for *Contemplated Change Notices* must include a detailed breakdown of all labour, material, plant and equipment costs incurred by the *Contractor*. Quotations from *Subcontractors* involved in the change must also be supported by similarly detailed breakdowns of the *Subcontractors'* costs. All quotations must be fully supported with invoices and payroll records, and hourly rates can only be net payroll costs plus allowed markup.
- (iii) It is the responsibility of the *Contractor* to ensure that all *Subcontractors'* quotations included in the *Contractor's* quotation to the *Consultant* are fair and reasonable in view of the terms expressed herein.
- (iv) The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
- (v) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the *Contractor* and the *Owner*.
- (vi) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
- (vii) Mark-ups referred to in Sections 6.1.5 (d) and 6.1.5 (e) below are not to be included in the hourly labour rates.
- (viii) Credit for work deleted will only be for the work directly associated with the changes stipulated in the particular *Contemplated Change Notice*.
- (ix) When a change deletes work which has not yet been performed, the *Owner* is entitled to an adjustment in the *Contract Price* equal to the cost the *Contractor* would have incurred had the work not been deleted.
- (x) Mark-ups referred to in Sections 6.1.5 (d) and 6.1.5 (e) below shall not be applied to any credit amounts for deleted work.

- (xi) In those cases where the change involves additions and deletions to the work, the percentage mark-ups referred to in Sections 4 and 5 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the *Contract Price*. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
 - (xii) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the *Contractor* shall identify and *Contractor* include the resulting cost in the breakdown of its quotation to the *Owner*.
 - (xiii) The work shall conform to the contract documents unless otherwise stated in the *Change Order* signed by the *Owner*. The *Contemplated Change Notice* shall identify all changes to the schedule.
 - (xiv) Upon acceptance of the *Contractor's* quotation by the *Owner*, the *Owner* shall prepare and issue the formal Change Order.
- (b) Labour Rates
- (i) Hourly Labour Rates
 - (A) The hourly labour rates listed in the *Contractor's* quotation shall be limited to the base rate of pay plus all applicable payroll burdens.
- (c) Material, Plant and Equipment Costs
- (i) Costs
 - (A) The costs of all purchases and rentals must be based on the actual amount paid to the *Suppliers* by the *Contractor* or *Subcontractor* and said costs are to include all applicable discounts.
- (d) Allowances on Work by Own Forces
- (i) Markup
 - (A) *Contractor's* mark-up on its own work:
 - Overhead/Profit ten percent (10%)

- (ii) The mark-up shall include all of the costs of all labour, material, plant and equipment furnished or supplied by the *Contractor* or *Subcontractor* that is required by the contemplated change, shall be added to the *Contractor's* or *Subcontractor's* quotation as full compensation for:
 - (A) All supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
 - (B) Miscellaneous additional costs related to:
 - (I) The purchase or rental of material, plant and equipment.
 - (II) The purchase of small tools and supplies.
 - (III) Safety and protection measures.
 - (IV) Permits, bonds, insurance, engineering, as-built drawings, commissioning and site office.
- (e) Allowances on Work by Subcontractors
 - (i) Markup
 - (A) *Contractor's* mark-up on each individual *Subcontractor's* work:

Overhead/Profit	five percent (5%)
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 - (B) The mark-up shall include the total of all quotations received from *Subcontractors*, and shall be added to the *Contractor's* quotation as full compensation for:
 - (I) All supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
 - (II) Miscellaneous costs related to:
 - (1) Safety and protection measures.
 - (2) Permits, bonds, insurance, engineering, as-built drawings, commissioning and site office.

(III) *Subcontractor's* mark-up on its own work:

Overhead/Profit ten percent (10%)”

GC 6.2 CHANGE ORDER

SC 43. ADD the following new paragraphs 6.2.3 to 6.2.4:

“6.2.3 The *Contractor* shall observe the following procedure when submitting a claim for a change in the *Contract* Price and if applicable, a change in the *Contract* Time:

- (a) The claim must set out the value of the changes (referred to in the notice of contemplated change) in sufficient detail for a proper assessment to be made including breakdowns of labour and materials for the *Contractor* and each *Subcontractor*. The valuations must indicate that additional sums for overhead and profit are included as set out herein.
- (b) The claim must indicate that the total value of the changes (referred to in the notice of contemplated change) is the product of the quantity of work involved and of the applicable unit price as set out in the *Schedule of Contract Unit Prices* or such other unit price as may be agreed upon. Unit prices include all additional sums for overhead and profit. No additional mark-ups are permitted for valuations submitted under this method.
- (c) The claim must set out the value of the changes (referred to in the notice of contemplated change) and be accompanied by the signed time sheets, invoices and vouchers to enable to proper assessment to be made. The valuation must indicate that additional sums for overhead and profit are included as set out herein.

6.2.4 Where changes in the work are to be established by cost and a percentage fee for overhead and profit, the following percentages shall apply:

- (a) The *Contractor* shall be entitled to a mark up for combined overhead and profit of ten percent (10%) on work he performs.
- (b) *Subcontractors* shall be entitled to a mark up for combined overhead and profit of ten percent (10%) on work he performs.
- (c) The *Contractor* shall be entitled to a mark up for combined overhead and profit of five percent (5%) on work performed by *Subcontractors*.”

GC 6.5 DELAYS

SC 44. AMEND paragraph 6.5.1 by adding the words “provided that it can be clearly shown that the delay lies on the critical path, the *Contractor*’s forces cannot work efficiently elsewhere on the *Project*, and that the incurred cost is limited to that which could not reasonably have been avoided.” after the word “delay” in the last sentence.

SC 45. DELETE the last sentence of paragraph 6.5.2 and replace with the following:

“6.5.2 For the purposes of this Section a “stop work order” means an order impacting the *Place of the Work* only and does not include a general order preventing work on construction sites generally.”

SC 46. AMEND paragraph 6.5.3.4 by adding the words “lack of financial resources or” immediately following the words “other than”.

SC 47. ADD new paragraphs 6.5.6 and 6.5.7 as follows:

“6.5.6 For clarity in the event of a delay that is not subject to Sections 6.5.1, 6.5.2, or 6.5.3, the costs associated with such delay and of implementing the remedial plan contemplated in Section 5.3.5 shall be at the sole expense of the *Contractor*.

6.5.7 In no event will relief be granted or recovery be permitted for cumulative claims for delay be permitted. The *Contractor* is required to submit a separate claim in accordance with the *Contract* for each alleged event of delay (except in the event of a continuing delay caused by one event, in which case only one claim need be submitted). In no event will relief for delay include compensation for consequential, indirect or special damages.

6.5.8 If the performance of the *Work* or the performance of any other obligation(s) of a party to this *Contract* is delayed by *Force Majeure*, then the *Contract Time* shall be extended for such reasonable time as the *Owner* and the *Contractor* shall agree. The extension of time shall not be less than the time lost as a result of the *Force Majeure* event causing the delay, unless the *Contractor* agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the *Contract Time* attributable to the *Force Majeure* event, the *Owner* and the *Contractor* shall execute a *Change Order* indicating the length of the extension to the *Contract Time* and confirming that there are

no costs payable by either party to the other for the extension of *Contract Time*.

- (a) Notwithstanding the foregoing, the *Owner* may issue a *Change Directive* requiring the *Contractor* to undertake those specific actions identified in the *Change Directive* as the *Contractor* can reasonably and safely initiate to remove or relieve either the *Force Majeure* or its direct or indirect effects on the *Project*, in which case the *Contract Price* may be adjusted in accordance with GC 6.3. If the *Contractor* fails within the time period specified in the *Change Directive* to take such action, then the *Owner* may, at its sole and absolute discretion and after it has given written notice to the *Contractor*, take some or all of such actions to partially or wholly remove or relieve such *Force Majeure* or its direct or indirect effects, and thereafter require the *Contractor* to resume the performance of the *Work*.”

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

SC 48. AMEND paragraph 7.1.1 by adding to the end of the paragraph the following words: “If a *Performance Bond* has been provided by the *Contractor* guaranteeing faithful performance of the *Work*, the *Owner* shall give written notice to the applicable surety invoking the terms of the bond.”

SC 49. AMEND paragraph 7.1.3.1 by adding the words “and is diligently proceeding with” immediately following the word “commences”.

SC 50. AMEND paragraph 7.1.4.2 by adding the following words to the end of the last sentence: “by written notice to the *Contractor*. If a *Performance Bond* has been provided by the *Contractor*, the *Owner* will provide the applicable surety with a copy of such notice.”

SC 51. ADD the following new clause 7.1.5.5:

“7.1.5.5 invoke the terms of the *Performance Bond* if such *Bond* has been provided under the *Contract*.”

SC 52. ADD the following new paragraphs 7.1.7 and 7.1.8:

“7.1.7 Notwithstanding any other term or condition in this *Contract*, the *Owner* may exercise the right to terminate the *Contract* without cause by giving ten (10) days written notice to the *Contractor*, specifying the date upon which such termination becomes effective.

7.1.8 In the event of termination pursuant to paragraph 7.1.7, the *Owner* shall be entitled to take possession of the *Place of the Work*, the *Work*, and the *Products* and, at the option of the *Owner*, and upon agreement on mutually acceptable rental rates to be paid to the *Contractor*, utilize the Construction Equipment to the extent the *Owner* deems necessary to complete the *Work*, and the *Contractor* shall be paid, within twenty eight (28) days of the date than an application for payment containing the information and documents required of a *Proper Invoice* is received by the *Consultant*, for the following, without duplication, but subject to ARTICLE A-5, PAYMENT and the other requirements in the *Contract* Documents dealing with payment (including the submission of statutory declarations and evidence of compliance with worker's compensation legislation), as applicable:

- (a) the value proportionate to the *Contract Price*, of the *Contract Price*, of the applicable *Work* performed up to the effective date of termination; plus
- (b) reasonable demobilization costs paid by the *Contractor* which have been pre-approved by the *Consultant* or *Owner*, in writing; plus
- (c) *Subcontractor* and *Supplier* cancellation costs reasonably paid, which have been pre-approved by the *Consultant* in writing, by the *Contractor* as a result of such termination; plus
- (d) ten percent (10%) of *Contractor's* profits for the outstanding *Work* in with the *Contract*.

Except for the amounts referred to in this paragraph 7.1.8, the *Contractor* shall not be entitled to any additional reimbursement, remuneration or damages resulting from the termination in accordance with paragraph 7.1.7, including indirect, consequential, special, incidental or other damages of any nature whatsoever such as, without limitation, loss of opportunity, goodwill, profit, or revenue.

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

SC 53. AMEND paragraph 7.2.2 with the following:

- "7.2.2 After the word "*Owner*", add the words "*fifteen (15) Working Days*." and add the following at the end of the paragraph: "For the purposes of this Section an "*order*" means an order impacting the *Place of the Work* only and does not include a general order preventing work on construction sites generally."

SC 54. AMEND paragraph 7.2.4 by replacing the words “5 *Working Days*” with “fifteen (15) *Working Days*.”

SC 55. DELETE from paragraph 7.2.5 the words “including reasonable profit,” and add at the end of paragraph 7.2.5 the following:

“7.2.5 Any damages to which the *Contractor* may be entitled to under this section shall exclude any indirect, special, consequential, or punitive damages and no event shall such damages exceed the profit expected by the *Contractor* if it had fulfilled the contract requirements, together with its reasonable out of pocket costs arising as a result of such termination.”

SC 56. DELETE paragraphs 7.1.5.1 and 7.1.5.4 in their entirety, and delete and the following words from paragraph 7.1.5.3: “and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to *Work* performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and”.

SC 57. ADD new GC 7.3 as follows:

“GC 7.3 RIGHTS AND OBLIGATIONS IN THE EVENT OF TERMINATION”

7.3.1 Should the *Owner* terminate the *Contract* pursuant to GC 7.1 or should the *Contractor* terminate the *Contract* pursuant to GC 7.2, the *Owner* shall be entitled to:

7.3.1.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

7.3.1.2 withhold or set off against amounts owed to the *Contractor* (if any) a reasonable allowance as determined by the *Consultant*, or by the *Owner* acting reasonably, to cover the cost of corrections to *Work* performed by the *Contractor* that may be required under GC 12.3 –WARRANTY,

7.3.1.3 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor’s Work* under GC 12.3 – WARRANTY exceeds the allowance provided for such

corrections, or if the cost of such corrections is less than the allowance withheld, pay the *Contractor* the difference.

7.3.2 Should the *Owner* terminate the *Contract* pursuant to GC 7.1 or should the *Contractor* terminate the *Contract* pursuant to GC 7.2, the *Contractor* shall be obligated to:

7.3.2.1 leave the *Work* and the *Products* at *Place of the Work* in a safe and secure state as required by the *Owner* and/or governing authorities having jurisdiction and the *Contract Documents*, except to the extent that the *Owner* takes possession of the *Work* and *Products* at the *Place of the Work* prior to the *Contractor's* demobilization,

7.3.2.2 make commercially reasonable efforts to mitigate the costs of termination (including any costs associated with demobilization and termination of any subcontracts and supply contracts, as applicable, and

7.3.2.2 remain responsible after termination of the *Contract* for the obligations under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Contractor* up to the time of termination.”

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

SC 58. ADD the following new paragraphs 8.3.9 to 8.3.16:

8.3.9 Within five (5) days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

- (a) a copy of the notice of arbitration;
- (b) a copy of supplementary conditions 8.3.9 to 8.3.15 of this *Contract*; and
- (c) any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

8.3.10 The *Owner* and *Contractor* agree that the *Consultant* may elect, within ten (10) days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

- (a) has a vested or contingent financial interest in the outcome of the arbitration;
- (b) gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed
- (c) agrees to be part to the arbitration within the meaning of the rules referred to in paragraph 8.3.6; and
- (d) agrees to be bound by the arbitral award made in the arbitration.

8.3.11 If the *Consultant* is not given the written notice required under paragraph 8.3.9, both the *Owner* and the *Contractor* are stopped from pursuing an action, counter claim 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* under paragraph 8.3.6.

8.3.12 If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the *Consultant* receives a copy of the notice of arbitration.

8.3.13 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a fully party may:

- (a) on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10; and
- (b) make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.14 In the event of notice of arbitration given by a consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10 and is deemed to be bound by the arbitration proceeding.

8.3.15 The award of an arbitrator shall be final and binding upon the Parties and shall be enforceable by them in any Court of competent jurisdiction.

8.3.16 Adjudication:

- (a) The Construction Dispute Interim Adjudication procedure set forth in Part II.1 of the *Construction Act* applies to all disputes related to the

Prompt Payment of Invoices under the *Construction Act* under this *Contract* that may be referred to an adjudication thereunder.

- (b) The *Contractor* agrees to provide the *Owner* with written notice of any adjudication under the *Construction Act* of which the *Contractor* is aware involving the *Contractor* or any worker, *Subcontractor* or *Supplier* of the *Contractor* or any worker, *Subcontractor* or *Supplier* of any of same (whether or not the *Contractor* is also a party to such adjudication), which written notice shall include full particulars of such dispute known to the *Contractor*.
- (c) The *Contractor* shall ensure that its contracts with its *Subcontractors* and *Suppliers* (and their contracts with their subcontractors and suppliers) have a clause comparable to the immediately preceding paragraph, so as to ensure that all parties to the construction supply chain are receiving notice of any adjudications lower down on such supply chain."

GC 9.1 PROTECTION OF WORK AND PROPERTY

SC 59. REPLACE subparagraph 9.1.1.1 with the following:

"9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in GC 3.11 STANDARD OF CARE."

SC 60. ADD the following new paragraphs 9.1.5 to 9.1.21:

- 9.1.5 The *Contractor* shall protect adjacent property and building against damage, by suitable means and approved by *Consultant*, which may occur as a result of the repairs.
- 9.1.6 The *Contractor* shall not close or obstruct nor store materials in roadways, sidewalks or passageways without prior approval from the *Owner*.
- 9.1.7 The *Contractor* shall not interfere with the use of the safe passage to and from the buildings and adjacent public sidewalks and roads.
- 9.1.8 The *Contractor* shall conduct the repair operation in such a manner as to minimize interference with roadways, sidewalks, alleys or passageways.
- 9.1.9 The *Contractor* shall take all precautions and provide all required protection to ensure the safety of the general public and the workmen in

accordance with the current edition of the *Occupational Health and Safety Act* and *Regulations for Construction Projects* (Ontario).

- 9.1.10 The *Contractor* shall comply with all Acts, Regulations and Statutes as stipulated by the Ministry of Labour (*Occupational Health and Safety Act* and *Regulations for Construction Projects* and *Window Cleaning* (Ontario) including proper installation of swing stage equipment and associated tieback safety systems. The *Contractor* shall include all costs associated with the above in the submitted bid.
- 9.1.11 The *Contractor* shall take the necessary precautions to keep the dust, dirt and noise to an acceptable level as directed by the *Owner*. The *Contractor* shall also comply with the laws, ordinances, rules and regulations relating to the *Work* in connection with the above.
- 9.1.12 The *Contractor* shall supply and install suitable protection for patio furniture, slabs, lawn, flowerbeds and other landscaped items and furnishings.
- 9.1.13 The *Contractor* shall provide suitable protection for all entrance and exit ways into all buildings, all fresh-air intakes, telephone, hydro and mechanical rooms, elevator shafts and all plumbing against dust, dirt, construction debris, water and fumes.
- 9.1.14 The *Contractor* shall provide protection for all entrances and exit ways, floors, walls and all standing fixtures, against spillage of materials and/or damage during the construction period.
- 9.1.15 The *Contractor* shall provide covered walkways to ensure safe passage to and from the buildings and adjacent public sidewalks and roads at all building entrances and exits. All costs associated with the above shall be included in the submitted bid.
- 9.1.16 The *Contractor* shall not store materials or use equipment in a manner, which would load the surface beyond its design capacity.
- 9.1.17 The *Contractor* shall maintain all exterior openings in the building weather-tight at all times. The *Contractor* shall provide all temporary protection, enclosures, tarpaulins and other materials as may be required to prevent entry of all elements.
- 9.1.18 The *Contractor* shall protect all light fixtures and existing signage from damage.

9.1.19 Should the *Work* be closed down for any cause, the *Contractor* shall assume all responsibility for protecting the *Work* and ensuring that it does not pose a hazard to any persons during such period.

9.1.20 Due consideration shall be given to fire safety in the building. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard.

9.1.21 Any person not following stipulated safety regulations shall be dismissed.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC 61. AMEND paragraph 9.2.7.4 and 9.2.8.4 as follows:

9.2.7.4 Substitute the word “*Contractor*” with “*Contractor and the Consultant*”.

9.2.8.4 Substitute the word “*Owner*” with “*Owner and the Consultant*”.

GC 9.4 CONSTRUCTION SAFETY

SC 62. AMEND paragraph 9.4.1 by adding the following words to the end:

“The *Contractor* shall submit to the *Owner* at least fifteen (15) *Working Days* prior to commencement of the *Work* the *Contractor’s* health and safety policies and procedures to be implemented on the *Project*. These policies and procedures must include a process for proactively identifying potential hazards at *the Place of the Work*, a reporting process for accidents and near-misses, and a process for developing and implementing corrections in response to identified potential hazards, accidents and near-misses. To the extent that the *Owner’s* health and safety policies and procedures are more stringent, the *Contractor* shall amend its *Project-specific* health and safety policies and procedures to incorporate the more stringent requirements of the *Owner’s* health and safety policies and procedures.

SC 63. AMEND paragraph 9.4.2 by adding the following words to the end:

“The *Contractor* will take all reasonable steps to ensure that at all times, its *Consultants*, other *Consultants*, *Subcontractors* and *Suppliers*, the *Owner’s* own forces, and other contractors, subcontractors, and suppliers comply with all health and safety precautions and programs established at the *Place of the Work* during the course of the *Project*.

SC 64. DELETE entirely paragraph 9.4.4 and replace with the following:

“9.4.4 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the *Occupational Health and Safety Act* (Ontario), including, but not limited to those of the “constructor”, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. Without limiting the foregoing, the *Contractor* shall be solely responsible for construction safety in respect of its *Consultants*, other *Consultants*, *Subcontractors* and *Suppliers*, the *Owner’s* own forces, and other contractors, subcontractors, and suppliers during the course of the *Project*. Without limiting the generality of the foregoing, the *Contractor* shall comply with the applicable occupational health and safety laws, the applicable health and safety policies and procedures for the *Project*, and any orders, recommendations, and restrictions made by the federal, provincial or municipal governments which relate to occupational health and safety or made in response to the COVID-19. “

SC 65. DELETE entirely paragraph 9.4.5 and replace with the following:

“9.4.5 The *Contractor* shall fully indemnify and hold harmless the *Owner* in respect of any fines, penalties or other costs imposed or assessed on or incurred by the *Owner* (including investigation and defense costs) arising from the *Contractor’s* failure (or the failure of those for whom *Contractor* is responsible pursuant to GC 9.4.4) to comply with the applicable occupational health and safety laws, the applicable health and safety policies and procedures for the *Project*, and any orders, recommendations, and restrictions which relate to occupational health and safety or which are made in response to the COVID-19 emergency.”

GC 10.1 TAXES AND DUTIES

SC 66. DELETE entirely the paragraph 10.1.2.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC 67. AMEND clause 10.2.2 by replacing the word “*Owner*” with “*Contractor*”; replacing the words “except for” with “including”; and adding the following sentence at the end: “The *Owner* will reimburse the *Contractor* for the building permit fee.”

GC 10.3 PATENT FEES

SC 68. AMEND paragraph 10.3.1 by adding to the end of the first sentence “and such royalties or fees shall be deemed to have been included in the *Contract Price*.”

GC 11.1 INSURANCE

SC 69. DELETE paragraph 11.1 .1 in its entirety and REPLACE with the following:

“11.1.1 Without restricting the generality of GC 2.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the insurance coverages as specified in CCDC 41 – CCDC Insurance Requirements.”

SC 70. ADD the following new paragraphs 11.1.9 to 11.1.10:

“11.1.9 The *Contractor* shall submit a certificate of insurance, which states that all requirements of the *Contract* are included in the policy coverage. This certificate must be submitted prior to commencement of the *Work*.

11.1.10 The *Contractor* shall name the *Owner*, the *Owner’s Representative*, *Property Manager* and the *Consultant* as additional insured.”

SC 71. ADD the following GC 11.2:

“GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall promptly provide and pay for a *Performance Bond* in the amount of fifty percent (50%) of the *Contract Price* covering the performance of the *Contract* (from commencement of the *Work* and for an additional period of 2 years from *Ready-for-Takeover*) including the requirements of GC 12.3 WARRANTY.

11.2.2 The *Contractor* shall also promptly provide and pay for a Labour and Materials Payment Bond in the amount of fifty percent (50%) of the *Contract Price*.

11.2.3 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

11.2.4 Where the *Contract* falls within the purview of bond requirements under section 85.1 of the *Construction Act* (Ontario), the bonding under paragraphs 11.2.1 and 11.2.2 shall be in the prescribed form under the *Construction Act* (Ontario).”

GC 12.1 READY-FOR-TAKEOVER

SC 72. ADD new paragraphs 12.1.1. 9 and 12.1.1.10 as follows:

“12.1.1.9 The cost of completion of the *Project*, including, without limitation, the cost of correction of a known defect or last supply of services and materials, but excluding any landscaping or other exterior work which is incomplete due to the seasonal delays is not more than the lesser of: (a) 1 per cent of the *Contract Price*; and (b) \$5,000.

12.1.1.10 All other requirements as stipulated in the Contract Documents.”

SC 73. DELETE paragraph 12.1.2 in its entirety.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

SC 74. AMEND 12.2.3 by adding the following to the beginning of the paragraph: “Unless agreed to by the *Owner* and *Contractor*, each acting reasonably,”.

SC 75. AMEND 12.2.4 by adding the following to the beginning of the paragraph: “Unless agreed to by the *Owner* and *Contractor*, each acting reasonably,”.

GC 12.3 WARRANTY

SC 76. AMEND paragraph 12.3.1, 12.3.4 and 12.3.5 as follows:

12.3.1 Replace “one year from the date when *Ready-for-Takeover* has been attained” with “two (2) years from that *Ready-for-Takeover* has been attained.”

12.3.4 Replace “one year warranty period” with “two (2) year warranty period.”

12.3.5 Replace “one year warranty period” with “two (2) year warranty period.”

SC 77. ADD the following new paragraphs:

“12.3.7 The *Contractor* shall ensure that all warranties, guarantees or other obligations for *Work*, services or materials performed or supplied by any subcontractor, supplier or other person in or about the *Work*, are in the name of, and enforceable by, the *Owner*. Until expiry of the relevant warranty rights against the *Contractor*, the *Owner* shall not directly exercise any rights under such warranty, guarantees or other obligation without first notifying the *Contractor* thereof and giving the *Contractor* the opportunity to correct the relevant defect, or cause it to be corrected.

- 12.3.8 Upon certified completion of any item of *Work* carried under warranty, the warranty period shall re-commence from the date of the completed warranty work for that particular item of *Work*.
- 12.3.9 The *Contractor* shall begin to remedy defect not later than fifteen (15) days after written notice thereof by the *Consultant* or *Owner* and shall work diligently to complete correction and make good any *Work* damaged as a result of the correction as soon as possible, at *Contractor's* cost.
- 12.3.10 The *Contractor* shall cause a warranty inspection to be made just prior to the termination of the warranty period to list all outstanding deficiencies to be corrected by the *Contractor* at no cost to the *Owner*. It is understood that the making good of such deficiencies shall include all labour and materials, including the repair or replacement of adjacent materials which are damaged by the work of the repair, and shall specifically include the painting of any new material that is required.
- 12.3.11 Neither the *Consultant's* final certificate nor payment thereunder shall relieve the *Contractor* from their responsibility hereunder."

GC 13.1 INDEMNIFICATION

SC 78. AMEND paragraph 13.1.1 by adding "and the *Owner's Representative*" after the word "other" in the first sentence.

SC 79. ADD new GC 13.3 as follows:

"GC 13.1 LIENS

- 13.3.1 If a claim for lien related to the Work under this Contract is registered against title to the Place of the Work, then the Contractor shall subject to paragraph 13.1.5, at its own cost within ten (10) Working Days of becoming aware of such lien, vacate, release or discharge the lien or cause the lien to be vacated, released or discharged. The Contractor shall be entitled to recovery of the costs of vacating, releasing or discharging the lien where such lien is the result of or to the extent the lien arises out of the Owner's failure to pay the Contractor any undisputed amounts owed in accordance with the terms of the Contract.
- 13.3.2 If the *Contractor* fails to carry out its obligations pursuant to paragraph 13.3.1 within the time permitted therein, the *Owner*, at its sole discretion, shall have the right to vacate, release or discharge the lien and the Contractor shall reimburse the *Owner* for all costs of same, including legal and bonding costs, if any.

13.1.3 If any litigation or other proceeding is commenced with respect to a lien which the *Contractor* was obligated to vacate, release or discharge pursuant to paragraph 13.3.1, then the *Contractor* shall fully defend, indemnify and hold harmless the *Owner* and its agents with respect to any potential or actual liability arising in relation to such litigation or other proceeding.

13.1.4 The *Contractor* shall immediately provide the *Owner* with a copy of any liens or written notice of lien related to the *Work* provided under this *Contract*, of which it becomes aware and copies of any discharges or applicable orders issued in relation to any liens or written notices of liens.

13.1.5 The provisions of GC 13.31 – LIENS do not apply to liens claimed or registered directly by the *Contractor*.

CCDC 41 INSURANCE REQUIREMENTS

SC 80. AMEND paragraph 1 as follows:

- “1. General liability insurance in the amount of \$5,000,000 for any one occurrence which shall:
- (i) include a broad form of property damage endorsement and coverage for personal injury, contractual liability, products and completed operations, and \$2,000,000 non-owned automobile;
 - (ii) be endorsed to name the *Owner* and *Owner's Representative* (and any other party that the *Owner* may reasonably require) as an additional insured with respect to liability arising out of the operations and services of the *Consultant*, its employees, agents, subconsultants and representatives;
 - (iii) constitute primary coverage and not coverage in excess of, or contributory with, any insurance otherwise available to the *Owner*; and
 - (iv) provide the certificate holders with thirty (30) days' notice of cancellation.

SC 81. AMEND paragraph 2 as follows:

- “2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner*

with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

SC 82. DELETE paragraph 3 in its entirety.

SC 83. DELETE paragraph 4 in its entirety.

SC 84. DELETE paragraph 6 in its entirety.

SC 85. DELETE paragraph 8 in its entirety.

(End of section)

Contractor Health and Safety Responsibility Agreement

THIS AGREEMENT is made this _____ day of _____, 20____ between _____ (the "Contractor") and the District of Parry Sound Social Services Administration Board (DSSAB).

The parties agree to the following:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up to date Clearance Certificate from the Workplace Safety and Insurance Board.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in the completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the DSSAB from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold the DSSAB harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Company in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the DSSAB, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than five million (\$5,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the DSSAB as an additional insured and a certificate acknowledging same must be provided to the DSSAB.
- 5. The Contractor shall abide by and ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the provincial health and safety legislation and Regulations. The Contractor further acknowledges and agrees that any violation of safety legislation and regulations is justification for the immediate termination of its contract with the DSSAB, without any further obligation on the part of the DSSAB.**
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the contractor. The Contractor shall also comply with federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.

7. This Agreement shall be constructed and enforces in accordance with the laws of the Province of Ontario and the parties agree to adhere to the jurisdiction of the Courts of that Province.
8. This agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under his Agreement without prior written consent of the DSSAB.
10. Contractors and their staff will hold confidential any information pertaining to the DSSAB, DSSAB clients and staff during the course of their work while on DSSAB property.
11. No contracted work offers will be granted by the DSSAB unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the DSSAB.

Accepted this _____ day of _____, 20 ____

CONTRACTOR

DSSAB

By: _____

By: _____

(authorized signing officer)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____