



LINDSAY ROOF RENEWAL

322 Kent St. W, Lindsay, Ontario

Project No. 1047430-271140

13/09/2017

This Invitation to Bid Closes before
2:00:00 p.m. on September 28, 2017
unless otherwise stated in an Addendum.

Bid Call Submission

Lindsay Roof Renewal

322 Kent St. W, Lindsay, Ontario

Project No. **1047430-271140**

Closing Date:	September 28, 2017
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Closing Time:	Before 2:00:00 p.m. (Local time)
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Deliver to:

Attn: Tony Hamilton
Colliers Project Leaders Inc.
27 Place D'Armes, Suite 203
Kingston, Ontario K7K 6Z6
Tel: 613-417-0895 Ext 228
Fax:1-800-662-1731

Fold or cut above label and securely tape to the lower right corner of the envelope or submission package containing the Bid Submission.

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DRAWINGS

The Drawings forming part of Contract Documents are listed below and bound separately.

Dwg No.	Title
A1	EXISTING ROOF PLAN / DEMOLITION
A2	NEW ROOF PLAN
A3	DETAILS

END OF LIST OF DRAWINGS

1. INTRODUCTION

1.1. Project Description

Lindsay Roof Renewal :

The Client, which is an agency of the Ontario Government, is a crown corporation owned by the Province of Ontario and established by the Ontario Infrastructure and Lands Corporation Act, 2011. Infrastructure Ontario provides customer focused real estate services to the Ontario Government, including strategic portfolio management, asset management, property and land management, and capital projects.

1.2. General Description of Work

1.2.1. This project is to complete the renewal process of the built up roof at the Maintenance Building at 322 Kent St. in Lindsay, Ontario. The Scope of the work includes, but is not limited to, the following: complete removal of all existing roof membrane, insulation, flashings, roof drains, curbing & other roof elements; all rooftop equipment/services are to be removed and reinstated as required; replace demolished roof with a new built-up roof for the entire building including new flashings; perimeter curbs are to be raised as required to accommodate increased insulation; crickets are to be installed, as required, to ensure roof water is directed into roof drains avoiding pooling water on roof. Roof drains are to be removed & replaced and ensure piping cleaned out prior to completion. Parapets are also to be examined once exposed to determine any repairs that are required.

1.3. Schedule

1.3.1. The following are Project Milestone Dates:

Tender Issued:	September 13, 2017
Site Visit:	September 20, 2017
Query End:	72 Hours Prior to Close Date
Tender Closing:	September 28, 2017
Substantial Performance:	On or before November 20, 2017
Total Performance:	On or before February 20, 2017

1.3.2. Time will be of the essence of the Contract.

1.4. Definitions

- 1.4.1. Owner and Project Manager, acting on behalf of Ontario Infrastructure and Lands Corporation (OILC):

Colliers Project Leaders Inc.

27 Place D'Armes, Suite 203
Kingston, Ontario K7K 6Z6
Tel: 613-417-0895 Ext 228
Fax: 1-800-662-1731
Contact: Tony Hamilton
Mobile: 613-449-7251

- 1.4.2. Prime Consultant:

Christopher Z. Tworkowski Architect

34 Bridge St., Lakefield, Ontario
Phone Number: 705-652-1646
Contact: Christopher Tworkowski

- 1.4.3. Bid, Offer, or Bidding:
Act of submitting an offer under seal.
- 1.4.4. Bid Price:
Monetary sum identified in the Bid Form.
- 1.4.5. Bidder:
Prequalified general contractors on the OILC Vendor of Record (VOR) list. The invited General Contractor who submits a Bid
- 1.4.6. Confidential Information:
Information of the Crown or of **Colliers Project Leaders Inc/IO**, other than confidential information which is disclosed to Bidders in the normal course of the Bidding process, where the Confidential Information is relevant to the Work required by the Bid Documents, their pricing or the Bid evaluation process.
- 1.4.7. Successful Bidder:
The compliant Bidder, which, having achieved the highest scoring of its Bid, will be awarded a contract contingent upon approval by OILC.
- 1.4.8. Tender Documents:
Solicitation documents prepared and distributed by the Owner to obtain Bids.

2. BID INFORMATION

2.1. Document Availability

- 2.1.1. Bid Documents will be distributed by the Owner electronically via *Biddingo.com*.

2.2. Non-Disclosure Agreement

- 2.2.1. N/A
- 2.2.2. N/A

2.3. Document Examination

- 2.3.1. Upon receipt of Bid Documents the Bidder shall verify that the Bid Documents are complete. The Bidder shall immediately notify the Owner of any discrepancies, errors, inconsistencies or omissions in the Bid Documents.

2.4. Inquiries

- 2.4.1. The last date for receipt of inquiries from Bidders is 17:00:00 on the Query End Date.
- 2.4.2. Address all queries during the Bid period to the Project Manager by email at:
Tony Hamilton
Tony.Hamilton@colliersprojectleaders.com
- 2.4.3. All replies shall be in the form of written Addenda, copies of which will be electronically posted for all Bidders on Biddingo.
- 2.4.4. Verbal responses to Bidders' queries shall not be binding upon the Owner unless confirmed by written Addenda.

2.5. Addenda

- 2.5.1. During the Bid period Bidders may be advised by Addenda of required additions to, deletions from, or modifications to the requirements of the Bid Documents. The information contained in the Addenda may supersede and amend the Drawings, Specifications and Schedules.
- 2.5.2. All Addenda issued during the Bid period shall become part of the Contract Documents. Bidders shall include for all costs associated with these Addenda in their Bid price.
- 2.5.3. Bidders shall insert in the spaces provided in the Bid Form the number of all Addenda received by the Bidder during the Bid period. If no Addenda have been received, the word "NONE" shall be inserted in the space provided.

2.6. Mandatory Bidders' Site Visit

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- 2.6.1. *Bidders* shall attend the mandatory site visit and ensure they register his/her name, title and company name with the Colliers Project Leaders Inc representative. Failure to attend and to register will result in the *Bid* not being accepted
- 2.6.2. N/A
- 2.6.3. The site visit will commence at 11:00AM on September 20, 2017 at the site, 322 Kent St. W, Lindsay, Ontario. Bidders are to meet with the Project Manager at the maintenance building to the left of the OGB building. Tony Hamilton can be reached at Tony.Hamilton@colliersprojectleaders.com or at 613-449-7251 to confirm attendance and verify any details regarding the site visit location.
- 2.6.4. Prior to submission of its Bid, each Bidder is responsible for carefully examining the Place of the Work, and buildings and services (if any) thereon, in order to ascertain and verify the extent and nature of site conditions affecting the scope and performance of the Work.
- 2.6.5. The Owner has full discretion to schedule additional site visits if deemed necessary to accommodate the interest of Bidders.
- 2.6.6. N/A
- 2.6.7. N/A

2.7. Bid Submission

- 2.7.1. The Owner will accept Bid Submissions received via mail/courier or hand delivery.
- 2.7.2. Oral, telephonic, telegraphic or electronic submissions will not be considered.
- 2.7.3. Bid Submission envelope/package must have affixed with the Submission Return Label provided in Document 00 01 02.
- 2.7.4. The Bidders' company name and return address must be identified on each Bid Submission envelope/package.

2.8. Bid Closing Location, Date and Time

- 2.8.1. Sealed Bids shall be delivered to:

Colliers Project Leaders Inc.
27 Place D'Armes, Suite 203

Kingston, Ontario K7K 6Z6

Attn: Tony Hamilton

- 2.8.2. Only Bids received prior to 2:00:00 p.m. on September 28, 2017 will be considered.
- 2.8.3. Bids received after the specified bid closing date and time will be returned to the Bidder.
- 2.8.4. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.

2.9. Bid Amendments

- 2.9.1. The Bidder acknowledges that any Bid is subject to the terms and conditions of this Bid Call.
- 2.9.2. A Bid that has been submitted may be amended or withdrawn by the Bidder by submission of facsimile notice, provided a signed letter on Bidder's company letterhead is received identifying the Project Number and Project Name prior to the established time for Bid Closing. Amendments must be endorsed by the same party or parties who signed and sealed the original Bid.
- 2.9.3. Amendments to a Bid price must identify only the amount to be added to or deducted from the submitted Bid price. The Bidder shall be responsible to ensure and verify that the amendment has been received and recorded prior to Bid Closing.

2.10. Posting of Bid Results

- 2.10.1. The Owner will post the results of the Bid Price on Biddingo.com within 24 hours of closing date and time.
- 2.10.2. Posting of Bid Prices will be unofficial and will remain under review by the Owner until Notification of Award.

2.11. Debrief

- 2.11.1. Bidders may request a debriefing after receipt of a Notification of Award. Bidder requests must be in writing to the Colliers Project Leaders Inc Project Manager no later than 30 days of receipt of the notification. The Owner will determine the format and contents of the debriefing session.

3. BID SUBMISSION

3.1. Bid Contents

3.1.1. The Bid Submission shall consist of the following documents, submitted in one sealed envelope/package:

-) Bid Form
-) Contract Security
-) Construction Project Manager – Resume
-) Construction Superintendent – Resume
-) Reference Projects
-) Project Work Plan
-) Itemized Construction Schedule

3.2. Bid Form

3.2.1. Bidders shall submit their bids on the supplied Bid Form (Document 00 41 13) without interlineations, alterations or erasures.

3.2.2. In the case of the Bidder being a Limited Company, the normal signatures of duly authorized signing officers shall be inserted in the Bid Form. The capacity in which the signing officer acts shall be inserted under each signing officer's signature. The corporate seal shall be affixed to the Bid Form. If officials other than the President, Secretary or Treasurer of the company sign the Bid, a copy of the by-law resolution of the Board of Directors authorizing such action must be submitted with the Bid. If a corporate seal is not available, the signature from a witness to the principal is required. Signatures shall be longhand and executed by the principal duly authorized to make contracts.

3.2.3. Cash Allowances

All Cash Allowance items listed in the Bid Form and as described in the Bid Documents shall be subject to the requirements of the General Conditions as modified by the Supplementary Conditions.

The total value of all Cash Allowance items shall be included in the Bid Price.

Whether items on the Cash Allowance list are ultimately tendered by the Owner or the Contractor, the Contractor shall contract with the selected suppliers and/or subcontractors, for execution of the parts of the Work identified under these Cash Allowances.

Such suppliers and subcontractors shall have the same status as other suppliers and subcontractors on the Work and the Contractor shall be as responsible for such suppliers and subcontractors, so nominated, as for the Contractor's other suppliers and subcontractors on the Work.N/A

3.2.4. Itemized Prices

N/A

3.2.5. Separate Prices

N/A

3.2.6. Unit Prices

N/A

3.3. Contract Security

3.3.1. Submit an original Bid Bond in the amount of 10% of the Bid price.

3.3.2. Submit an original Agreement to Bond in conformance with the requirements set out in GC 11.2 CONTRACT SECURITY and as modified by the Supplementary Conditions.

3.4. Construction Project Manager - Resume

3.4.1. Submit a resume, not to exceed two pages in length, for the Construction Project Manager proposed to lead the Bidder's project team, detailing the project specific qualifications and relevant experience of the proposed individual. Identify the Construction Project Manager's committed time allocation/involvement in the Project, presented as the number of hours spent on the project per week for the duration of the project.

3.5. Construction Superintendent – Resume

3.5.1. Submit a resume, not to exceed two pages in length, for the Bidder's proposed Construction Superintendent, detailing the project specific qualifications and relevant experience of the proposed individual.

3.6. Reference Projects

3.6.1. Using Document 00 41 16 – Reference Projects, submit details of two (2) comparable projects completed by the Bidder on which Substantial completion was achieved in the last 5 years.

3.7. Project Work Plan

3.7.1. Submit a proposed Work Plan demonstrating the Bidder's understanding of the project and an action plan to deal with the following during the construction period:

-) ability to gather resources, initiate project and mobilize on site within a reasonable time; and
-) change management process, keeping costs low and providing cost effective options for the Owner; and
-) schedule management process, understanding that time is of the essence and committing to achieving the established Substantial Performance date; and
-) quality management: maintain quality assurance and control in the workmanship of subcontractor and trades on site; and
-) project close-out: strategy for closing out a project within a reasonable period, including completion of deficiencies and submission of closeout materials.

4. EVALUATION OF BIDS

4.1. General

4.1.1. The Owner will establish an evaluation team for the purpose of evaluating Bid Submissions. The evaluation team will reach consensus on a single score per Bidder.

4.1.2. Compliant Bid Submissions will be evaluated and scored based on the following points breakdown:

Bid Price	70 points
Resumes & Reference Projects	10 points
Project Work Plan	5 points
VPP Rating	15 points
Total	100 points

4.1.3. It is the Owner's intent to award a Contract to the highest scoring compliant Bidder that has met all the tender submission requirements.

4.1.4. If the evaluation of Bid submissions results in two or more submissions achieving equal Total Scores (the Total Score being the sum of the Bid Price Score, the Resumes and Reference Projects Score, and the Project Work Plan Score), then the Successful Bidder shall be the Bidder with the highest Bid Price Score.

4.2. Offer Acceptance/Rejection

4.2.1. Bids shall remain irrevocable for acceptance for a period of sixty days after the Bid Closing Date.

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- 4.2.2. The Owner reserves the right, in its absolute discretion, to:
- a. Disqualify Bids not submitted in strict accordance with requirements of Bid Documents;
 - b. Not necessarily accept the lowest or any Bid;
 - c. Waive any irregularities in any Bid;
 - d. Reject any or all Bids;
 - e. Elect to accept or reject the Bid if only one Bid is received;
 - f. Negotiate for the modification of any single Bid;
 - g. Request clarification and additional information on any Bid;
 - h. Alter the schedule, Bid call process, procedures or objective of the Contract or any other aspects of the Bid call, as it may determine in its sole and absolute discretion;
 - i. Cancel the Bid call at any time without incurring any liability whatsoever to any Bidder;
 - j. Re-advertise for new Bids;
 - k. Negotiate a contract with the highest scoring compliant bidder in circumstances where the Owner needs to request an extension to the Bid irrevocability period or the Bids exceed the Owners' budget, and
 - l. Accept the Bid, which, in the Owner's sole judgment, is most advantageous to its own corporate needs, whether or not such Bid contains the lowest Bid Price.
 - m. Accept a bid where the bid price is indicated in numerals where the Owner determines, in its sole discretion, that the bid price is legible"

4.3. Mandatory Requirements

4.3.1. Bid Form

The Bid Form is a mandatory submission requirement. A Bid Form that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may be declared informal and rejected.

4.3.1.1 Conflict of Interest Declaration

Each Bidder must include in its Bid Form a declaration that the Bidder does not and will not have any actual or perceived conflict of interest or any other type of unfair advantage in submitting its Bid or, if selected, with the contractual obligations of the Bidder as Contractor under the Agreement. A Bidder

must declare in its Bid any situation that may be a conflict of interest, actual or perceived, in submitting its Bid or, if selected, with the contractual obligations of the Bidder as Contractor under the Agreement as defined below. Failure to abide this requirement may render the Bid non-compliant.

4.3.1.2 Confidential Information

Each Bidder shall confirm in the Bid Form that it does not possess and has not previously possessed any Confidential Information. Failure to abide this requirement may render the Bid non-compliant.

4.3.1.3 Contract Security

The Contract Security, issued to Colliers Project Leaders Inc. is a mandatory submission requirement. Contract Security that does not satisfy the requirements of the General Conditions and the Supplementary Conditions may render the Bid non-compliant.

4.4. Evaluation of Bid Price

- 4.4.1. The lowest base bid submission will receive the maximum points available for the Bid Price criteria. All other submission will receive a percentage of the maximum points available, calculated by dividing the lowest bid submission price by the evaluated bid submission price and multiplying by the maximum points available.

4.5. Evaluation of Construction Project Manager and Superintendent

- 4.5.1. The candidates proposed by the Bidder for the roles of Construction Project Manager and the Construction Superintendent will be evaluated with regard to the following criteria:

-) Qualifications
-) Experience in comparable role
-) Experience in a comparable with the Bidder's organization
-) Experience on comparable projects

4.6. Evaluation of Work Plan

- 4.6.1. The Bidder's submitted Work Plan will be evaluated with regard to:

-) Personnel Allocations
-) Change Management
-) Schedule Management
-) Quality Management

) Close-Out Process

4.7 Evaluation of Vendor Performance Rating

For the purposes of this Tender, the VPR for each Proponent will be scored in the following manner:

- (a) IO Procurement provides a score based on a 0 to 10 scale, for the purpose of this tender the final VPS score will be calculated by multiplying the IO provided score by 1.5.
- (b) The VPR score of each eligible Proponent will be added to its technical score and to its fee score in order to determine its final score.

The Owner will follow IO's standard policies for applying the VPP rating. The rating documentation can be found at: <http://www.infrastructureontario.ca/Doing-Business-With-Us.htm>.

Vendor Performance Rating ("VPR") is an average of all of that Vendor's Scorecards over a three (3) year period. If the Vendor does not have a Scorecard for each of the three (3) years, its VPR will be based on the average ratings for the year(s) for which Scorecard(s) are available.

If the Vendor does not have a Scorecard completed within the previous three (3) year period it will be assigned a rating based on the average of all IO Vendors' ratings from the previous fiscal year (the "Global Average"). This Global Average will not be used once the Vendor acquires its first Scorecard, as the VPR will then be based on the Vendor's own recorded average of all of the Vendor's Scorecards

The legal name of the Respondent stated on the Proposal Submission Form will be used. It is the responsibility of the Respondent to ensure that its proper legal name has been stated on the Proposal Submission Form. The Owner will not accept any requests from the Respondent to change the legal name provided after the Proposal Submission Deadline

5. CONSTRUCTION CONTRACT

5.1. Form of Contract

-
- 5.1.1. The Successful Bidder will execute a CCDC 2 – 2008 Stipulated Price Construction Contract as modified by the Supplementary Conditions and as stipulated in section 5.3 below.
- 5.1.2. The construction contract between the Owner and the successful Bidder will include:
-) CCDC-2 2008 for Stipulated Price Contract, English Version
 -) Supplementary Conditions
 -) Project Specific Supplementary Conditions
 -) General Requirements
 -) Specifications
 -) Drawings
 -) Bid Documents
 -) Addenda
 -) Pre-Award meeting Minutes; if applicable
 -) Ontario Fair Wage Program Labour Conditions including the applicable Schedule of Fair Wage Rates;
 -) Performance Bond
 -) Labour and Material Payment Bond
 -) Insurance Certificates
 -) WSIB Clearance Certificate
 -) Vendor Performance Program and Vendor Performance Scorecard

5.2. Contract Submission Requirements

Prior to execution of the construction contract the successful Bidder is to submit to the Owner the following documentation:

5.2.1. Bonding

Bonds as per GC 11.2 CONTRACT SECURITY and as modified by the Supplementary Conditions. Issued to Colliers Project Leaders Inc.

5.2.2. Insurance Certificates

At the Contract execution stage, the contractor shall submit the Colliers Project Leaders Inc. Insurance Certificate document, included herewithin as Appendix A, fully completed and executed by an insurer or insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work meeting the requirements in GC 11.1 of the Contract and as amended by the Supplementary Conditions.

If the contractor fails to provide any or all insurances listed in the attached Colliers Project Leaders Inc. insurance certificate within 10

business days of the contract award, Colliers Project Leaders Inc. reserves the right to purchase the required coverage and reduce the Contract amount by the cost corresponding to such coverage purchase.

Any delays by the contractor in producing the insurance certificates will not constitute grounds for a schedule extension.

5.2.3. Fair Wage Program Documentation

Submit an executed Fair Wage document and applicable Fair Wage schedule.

5.2.4. WSIB Certificate of Clearance

Submit a current Workplace Safety and Insurance Board (WSIB) Certificate of Clearance.

5.3. Electronic Contract Form and Execution

5.3.1. The parties to this Contract agree that the Contract Documents shall be executed and maintained in electronic format in accordance with the protocol set forth in this Electronic Contract Form and Execution.

5.3.2. The Contractor shall affix on the signature page of the Contract such copyright sticker as may be required to evidence compliance with the requirements of CCDC. Upon execution of this Contract by the Contractor, the Contractor shall, as an attachment in .pdf format, email the execution page of the Agreement together with all other pages bearing the Contractor's signature or initial, if any, to the Owner at the following email address:

5.3.3. The Owner shall upon receipt of the .pdf referenced in subparagraph 5.3.2 hereof, execute the Contract and affix its signature or initial to such other pages bearing the Contractor's signature or initial, if any.

5.3.4. The Owner shall thereupon convert the Contract Documents, including the documents referenced in subparagraphs 5.3.2 and 5.3.3 hereof, into a single electronic file in uneditable .pdf format and shall email a copy of such single file of such Contract Documents to the Contractor.

5.3.5. Upon completion of the steps set forth in subparagraph 5.3.4 hereof, the electronic files posted on Biddingo.com for the Project, during the tender period, including without limitation, plans and specifications, addenda and supplementary conditions shall be deemed to constitute the reference copy of such of the Contract Documents. for all purposes of this Contract and, together with the standard CCDC 2-2008 form, shall be binding upon the parties.

5.3.6. The parties agree that for the purposes of execution, any true electronic signature of the representatives of the parties duly authorized to

execute the Contract shall be deemed to constitute the signature of such authorized representative for all purposes of the Contract

- 5.3.7. The parties agree that execution by them in counterparts in the manner set forth in paragraphs 5.3.2 and 5.3.3 hereof shall be sufficient to evidence execution of the Contract for all purposes.
- 5.3.8. Notwithstanding the above, the Contractor is to provide to the owner the original hard copies of the Bonding and Insurance Certificates required by the contract.

6. Cost Breakdown

- 6.1.1. Using the Owner/Consultant provided prescribed form (PM choose appropriate cost breakdown), all bidders are required to submit schedule of Cost Breakdown within twenty-four (24) hours of bid closing time. Fax and email submissions are acceptable. The bidders are encouraged to submit the aforementioned document at the time of bid submission.

END OF INSTRUCTIONS TO BIDDERS

From (Bidder):

Legal Name of Company

Street Address

City or Town

Postal Code

Telephone

Fax

Email Address

To (Owner):

Colliers Project Leaders Inc..
27 Place D'Armes, Suite 203
Kingston, Ontario K7K 6Z6

Re: Bid Submission for

Project: Lindsay Roof Renewal
322 Kent St. W, Lindsay, Ontario
Project No: **1047430-271140**
Issue Date: **September 13, 2017**

I/We agree to supply all labour, materials, plant, equipment and services necessary for the execution and completion of the Project in accordance with the Tender Documents, for the stipulated **Bid Price** of:

\$ _____/00 in CAD
Bid Price in words

Except for Harmonized Sales Tax (HST), the Bid Price is inclusive of all other applicable taxes and custom duties and is in accordance with the General Conditions of the Contract, as may be modified by the Supplementary Conditions.

The HST amount that is additional to the Bid Price is:

\$ _____/00 in CAD
Amount in words

Enclosed is our Bid Bond in the amount of 10% of the Bid Price that is made payable to Colliers Project Leaders Inc..

Enclosed is our Agreement to Bond in conformance with the requirements set out in GC 11.2 CONTRACT SECURITY and as modified by the Supplementary Conditions.

I/We confirm that the personnel whose resumes are submitted as part of this Bid and as set out in sections 3.4 and 3.5 of the Instructions to Bidders, will serve the Project from contract award to Total Completion.

I/We confirm that I/we remain committed to implement the work plan that is submitted as part of the Bid and set out in section 3.7 of the Instructions to Bidders.

I/We have included in the **Bid Price** all Cash Allowances as indicated in the table below:

Cash Allowance Description	Allowance Price
Building Permit	\$ 6,000.00

In preparing the Bid Price, I/We have received and included for Addenda numbered: _____ to _____ .

I/We have listed the names of the Subcontractors intended to be used for the Project.

Trade or Item of Work	Name of Subcontractor
Roofing	
Electrical	
Mechanical	
Demolition	

Conflict of Interest Declaration

For the purposes of this form, the terms "Conflict of Interest" and "Confidential Information" have the same meaning as that in Clause 4.3.3 and Clause 4.3.4 respectively, in the Instructions to Bidders.

I/We confirm that:

- there is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting this Bid or performing or observing the contractual obligations of the Contractor in the Agreement.

OR

- the following is a list of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this Bid or the contractual obligations of the Contractor under the Agreement.

In submitting this Bid:

- our company **has no** knowledge of or the ability to avail ourselves of Confidential Information of the Crown or of Colliers Project Leaders Inc. (other than confidential information which may have been disclosed by Colliers Project Leaders Inc. to the Bidders in the normal course of the bidding process) and the Confidential Inf Colliers Project Leaders Inc. ormation was relevant to the Work, its pricing or the Bid evaluation process.

OR

- our company **has** knowledge of or the ability to avail ourselves of Confidential Information of the Crown or of Colliers Project Leaders Inc. (other than confidential information which may have been disclosed by Colliers Project Leaders Inc. to the bidders in the normal course of the bidding process) and the Confidential Information was relevant to the Work, its pricing or the Bid evaluation process.

The following individuals, whether as employees, advisors or in any other capacity:

- a) participated in the preparation of our Bid; and
- b) were employees of Colliers Project Leaders Inc. and/or OILC and have ceased that employment since April 23, 1997:

Name of Individual	
Job Classification (of last position with Colliers Project Leaders Inc. and/or OILC)	

Last Date of Employment with Colliers Project Leaders Inc. and/or OILC	
Name of Last Supervisor with Colliers Project Leaders Inc. and/or OILC	
Brief Description of Individual's Job Functions (at last position with Colliers Project Leaders Inc. and/or OILC)	
Brief Description of Nature of Individual's Participation in Preparation of Bid	

(Repeat above for each identified individual)

I/We agree that, upon request, I/we shall provide the Owner with a Conflict of Interest Declaration from each individual identified above in the form prescribed by Colliers Project Leaders Inc..

Tax Compliance Declaration

(a) I/We hereby certify that at the time of submitting our Bid, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

(b) I/We consent to the Ministry of Finance releasing the taxpayer information described in Clause 5.2.3 in the Instructions to Bidders as necessary for the purpose of verifying that we are in full compliance with all statutes administered by the Ministry of Finance.

I/We understand that the price(s) submitted in this Bid is/are based upon the acceptance of the Bid to the end of the 60th day after the Bid closing date. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday in Ontario, the time for acceptance shall be extended to the end of the next business day.

I/We confirm that I/we have carefully examined the Place of the Work and all the Bid Documents and have a clear and comprehensive knowledge of the Work required under this Contract and of all the working conditions.

I/We confirm to be in a position to commence the Work immediately upon receipt of the Owners' written direction and to carry it through to a prompt and satisfactory conclusion as per schedule specified in Clause 1.3 in the Instruction to Bidders.

Signed, sealed and submitted by:

Legal Name of Contractor

Signature of Company Official

Name & Title – Printed or typed

Signature of Company Official

Name & Title – Printed or typed

Signature of Witness

Name – Printed or typed

Dated this _____ day of _____, 20__.

END OF BID FORM

Note: This Form to be completed and submitted with the Bid Submission.

Submit details of two (2) comparable projects completed by the Bidder on which Substantial completion was achieved in the last 5 years.

Reference Projects – Details	
Project name:	
City located:	
Client name:	
Client phone no.:	
Client e-mail address (if applicable):	
Project description:	
Describe contractor's role:	
Year completed:	
Were there any Health and Safety Incidents?	Y/N, if yes provide details:
Were there any Claims/Disputes on the project?	Y/N, if yes provide details:
Relevance to this Project	

Note: This Form to be completed and submitted only by the successful Bidder.

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, *Bidders* are advised that any contract with the Ontario Government will require a declaration from the *Bidder* that the *Bidding Company's* provincial taxes are in good standing. In order to be considered for a contract award, the *Bidder* must submit the following tax compliance status statement and the following consent to disclosure:

Declaration: I/We hereby certify that, at the time of submitting this *Bid*,

(Legal Name of Proponent – must be provided)

(Trade Name of Proponent)

(Full Address of Proponent)

Is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangement for their payment have been made and maintained.

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to Infrastructure Ontario as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at _____ this _____ day of _____ 2015

(Signature of an Authorized Signing Officer)

(Print Name of an Authorized Signing Officer) (Title)

(Phone Number) (Fax Number)

Inquires must be directed to:
Ministry of Finance, Collections Branch
6th Floor, 33 King Street, Oshawa, ON L1H 8H5
Telephone: toll free at 1-800-246-4441 or Fax: 905 433 6266

Cost Breakdown			
Project Type 2			
Upgrade or Replacement of Base Building Components			
Total actual Project Cost - as per Close Out Section 4.1			\$0.00
GSF Total construction Area - if relevant to this project (enter number only)			0
Cost Item	Comments		
01. General Requirements	0	0	\$
02. Demolition/removal/disposal	0	0	\$
03. Designated substance remediation	0	0	\$
04. Roofing & Insulation	0	0	\$
05. Electrical	0	0	\$
06. Mechanical	0	0	\$
07. Structural Steel & Misc Metals (Flashing)	0	0	\$
08. Commissioning	0	0	\$
09. Close-out Documents	0	0	\$
	0	0	\$
	0	0	\$
Building Permit Cash Allowance	0	0	\$ 6,000.00
TOTAL ACTUAL PROJECT COST			\$

**** NOTE:** Sum of the Cost Breakdown above should equal the total Bid Price

Note: This Form to be completed and submitted only by the successful Bidder.

Ontario
Ministry of Labour

FAIR WAGE PROGRAM

LABOUR CONDITIONS
FOR INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR
CONSTRUCTION CONTRACTS

(Labour classifications and wage rates are listed in attached Schedules)

DEFINITIONS

1. In these Labour Conditions,

(a) "Contract" means a contract between
("Owner")

Ministry Crown Corporation/agent

and the Contractor for the Work at _____
location

(b) "Contractor" refers to

name of business

business address

business phone No./fax No.

(c) "Employee" means a person in the employ of the Contractor or a Sub-Contractor doing or contracting to do the whole or any part of the Work contemplated by this Contract.

(d) "Employer" means the Contractor, and/or any of the Contractor's Sub-Contractors, who has control or direction of, or is directly or indirectly responsible for, the employment of a person therein.

(e) "Fair Wage" or "Fair Wage Rates"- means the respective wage rates listed in the attached Schedule(s), or any revisions from time to time, for each classification of labour.

(f) "Non-Urban Zone"- means a geographic area in the Province of Ontario which is designated by the Ontario Ministry of Labour from time to time as non-urban, for the purpose of establishing the Fair Wage Rates.

- (g) "Owner" refers to the ministry, crown corporation or agent named in subsection (a) as one of the contracting parties of the Contract.
- (h) "Owner's Representative" refers to

Name

Business address

Business phone No/fax No.

- (i) "Site" means the area defined on the drawings or in the Contract as the location of the Work.
- (j) "Sub-Contractor" means any person, firm or corporation having a contract for the execution of a part or parts of the Work included in the Contract, or a person, firm or corporation furnishing material called for in the Contract and worked to a special design according to the Contract but does not include one who merely furnishes material not so worked.
- (k) "Urban Zone" means a geographic area in the Province of Ontario which is designated by the Ontario Ministry of Labour from time to time as urban, for the purpose of establishing the Fair Wage Rates,
- (l) "Work" means each and everything that is necessary to be done, furnished or delivered by the Contractor, and by those for whom it is responsible, to perform the Contract, subject only to any express stipulation in the Contract to the contrary.

CLASSIFICATIONS, WAGES AND HOURS

2.

- (1) All Employees have the right to be paid, as their regular wages, an amount not less than the Fair Wage Rates as revised from time to time, for regular-non-overtime hours, or not less than any other rates fixed by the Ontario Minister of Labour.
- (2) The Fair Wage Rates only apply to work performed under a contract let by a ministry of the Ontario Government, a corporation established under the Capital Investment Planning Act, 1993, or a third party acting on behalf of the Ontario Government as its agent.
- (3) Except where the Ontario Minister of Labour otherwise orders, each Employee has the right to be paid for hours worked in excess of eight (8) hours per day or forty-four (44) hours per week at a rate of not less than one and one-half times the Employee's regular wages.

3.

- (1) For Urban Zones only, Fair Wage Rates represent 85% of the union rate established in the specific zone for the respective trade, as determined by the Ontario Ministry of Labour from time to time, plus 15% in lieu of non-statutory benefits.

(2) In Urban Zones, employers may pay a portion of the Fair Wage Rates, up to a maximum of 15% of the applicable Fair Wage Rate, to their Employees in non-statutory benefits, and the remainder of not less than 85% of the Fair Wage Rate shall be paid to these Employees in wages.

In Non-Urban Zones, Employers shall pay their Employees the full amount (100%) of the Fair Wage Rates in wages, exclusive of non-statutory benefits.

(3) In the event that an Employer is performing Work in an Urban Zone and it chooses to pay a portion of the Fair Wage Rates to its Employees in non-statutory benefits, the Contractor must inform the Owner prior to commencing the Contract or the relevant sub-contract as to the total cost of such non-statutory benefits to the Contractor and/or its Sub-Contractor where a Sub-Contractor has elected to provide these non-statutory benefits. The cost of any non-statutory benefit paid to Employees shall be calculated in accordance with subsection (5).

(4) Upon informing the Owner as to its selection in accordance with subsection (2), the Contractor shall provide documentation to the Owner, prior to commencing the Contract or relevant sub-contract, to sufficiently substantiate, in the Owner's opinion, the total cost of the all non-statutory benefits to the Contractor and/or respective Sub-Contractor.

(5) The cost to the Contractor, and/or a Sub-Contractor, of any non-statutory benefit shall be calculated on the basis of the total weekly cost to the Contractor/Sub-Contractor of each non-statutory benefit provided to Employees divided by forty-eight (48). The total cost of all non-statutory benefits equals the sum of the costs of each non-statutory benefit provided to Employees.

(6) Where the documentation is not provided to the Owner in accordance with subsections (4) and (5), the Contractor and/or relevant Sub-Contractor is responsible for paying its Employees the full amount (100%) of the Fair Wage Rates in wages, exclusive of non-statutory benefits.

(7) Notwithstanding subsection (6), where the Contractor fails to inform and/or provide such documentary proof to the Owner as required by subsections (3), (4) and (5) and the Contractor or any of its Sub-Contractors proceeds to pay a portion, up to a maximum of 15%, of the Fair Wage Rates in non-statutory benefits, the Owner may withhold payments under the Contract until such time as the Owner is satisfied that the Employees have received their Fair Wages.

(8) Once an Employer has made its selection pursuant to subsection (2), it shall continue to pay its Employees in accordance with its initial selection for the entire duration of the Contract and/or relevant sub-contract.

DISCRETION OF THE ONTARIO MINISTER OF LABOUR.

4.

(1) The Ontario Minister of Labour may decide that special circumstances exist which make it expedient for him/her to decide:

- (a) what the current or fair and reasonable wage rates for overtime are; and/or
- (b) the proper classification of any Work for the purposes of wages and hours.

- (2) The Contractor and Sub-Contractor(s) shall adjust the wages, hours, and classification of workers accordingly, upon receiving a decision made by the Ontario Minister of Labour.

REGISTRY

5.

- (1) The Owner shall maintain a register of its contracts subject to the Fair Wage Program.
- (2) The registry will contain the following information:
- (a) project number/name;
 - (b) location of project;
 - (c) Contractor's name; and
 - (d) reference to the applicable Fair Wage Schedule(s).
- (3) Any person or entity may obtain from the registry any of the information set out in subsection (2), by completing the Owner's form in this regard and agreeing to the provisions set out in the form.

CONTRACTOR'S OBLIGATIONS

6. The Contractor must comply with the requirements set out in these Labour Conditions.

7.

- (1) The Contractor shall post and keep posted these Labour Conditions, and the applicable Schedule, and any revisions thereto, in a conspicuous place on the Site.
- (2) Where applicable in Urban Zones, the Contractor shall ensure that the posted Schedule includes a breakdown of the wages and non-statutory benefits paid to the Employees of the Contractor and each Sub-Contractor electing to pay the Fair Wage Rates in accordance with Section 3(2).

8.

- (1) The Contractor must keep records of the names, addresses, trades, wages paid, and hours worked of its Employees, as well as the Contractor's costs for all non-statutory benefits where the Contractor chooses to pay its Employees Fair Wages in accordance with Section 3(2).
- (2) These records shall be kept separate from records concerning staff who are not performing Work under this Contract.
- (3) These records shall be kept in the Province of Ontario and shall be made available for inspection by the Owner's Representative upon request, whether or not a complaint has been made pursuant to Section 14.

9. The Contractor shall deliver to the Owner, when required by the Contract, a declaration(s) attesting to its compliance with these Labour Conditions.

CONTRACTOR'S OBLIGATIONS WITH RESPECT TO SUB-CONTRACTORS

10.

- (1) The Contractor is responsible for ensuring that all Sub-Contractors comply with these Labour Conditions.

-
- (2) The Contractor must provide all Sub-Contractors with a copy of these Labour Conditions and the applicable Schedule before any Work is performed by the Sub-Contractor.
11. Where any Sub-Contractor under this Contract fails to pay Fair Wage Rates to an Employee, the Contractor shall pay directly to the Employee, regardless of whether or not monies are still owed by the Contractor to the Sub-Contractor, the difference between the amount of wages paid and the amount of wages that should have been paid pursuant to the Fair Wage Rates, regardless of whether or not the Contractor had prior notice of these Fair Wage claims.
12. The Contractor shall, in any Contract with a Sub-Contractor, require the Sub-Contractor to,
- (a) pay all Employees in accordance with Sections 2, 3 and 4(2);
 - (b) keep records of the names, addresses, trades, wages paid, and hours worked or all their Employees, as well as the Sub-Contractor's costs for all non-statutory benefits where the Sub-Contractor chooses to pay its Employees Fair Wages in accordance with Section 3(2);
 - (c) keep these records separate from records concerning staff who are not performing Work under this Contract;
 - (d) keep these records in the Province of Ontario and to make them available for inspection by the Contractor and/or the Owner's Representative upon request. whether or not a complaint had been made; and
 - (e) require a sub-sub-contractor under this Contract to assume the same obligations in relation to its own Employees.

OWNER'S RIGHT TO HOLD BACK

- 13.
- (1) Where the Owner receives a complaint or finds that an Employee is not being paid Fair Wage Rates, the Owner may withhold the amount owing to an Employee from any payment owed by the Owner to the Contractor, until the Contractor or Sub-Contractor pays the Employee.
- The Owner further reserves the right to set-off any outstanding amount in respect of Fair Wages owing to an Employee against payments owed by the Owner to the Contractor pursuant to other contracts between the Owner and the Contractor.
- (2) An amount withheld under subsection (1) will be paid to the Contractor if,
- (i) the Owner finds that the Employee was in fact being paid Fair Wage Rates; or
 - (ii) subsequent to the Owner verifying that the Employee was not being paid Fair Wage Rates, the Employee was paid the difference between the amount of wages paid and the amount of wages that should have been paid in accordance with Section 2(1).
- (3) If the Owner has found that an amount is owing to an Employee and that amount has not been paid within one hundred and five (105) days of the completion of the Work, the amount withheld may be forfeited to the Crown at the discretion of the Owner, in which case the entitlement of the Contractor under this Contract is reduced by the amount forfeited.

CLAIM PROCEDURE

14.

- (1) An Employee may file a complaint in respect of a failure to pay Fair Wage Rates, with the Owner, by completing the form provided by the Owner's Representative.
- (2) An Employee employed by the Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but not later than forty-five (45) days following total completion of the Contract, as defined in the Construction Lien Act.
- (3) An Employee employed by a Sub-Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but not later than forty-five (45) days following total completion of the relevant sub-contract, as defined in the Construction Lien Act.
- (4) Third parties may assert a Fair Wage complaint on the Owner's prescribed form on behalf of an Employee where it is based on specific information.
- (5) The Owner shall not disclose the identity or the complainant Employee until the Owner has verified the claim and unless the disclosure is necessary for the Contractor or Sub-Contractor to pay monies to the Employee in respect of the complaint

15.

- (1) An Employee may file a complaint, in respect of a failure to comply with the requirements prescribed in Section 2(3), with the Ontario Ministry of Labour, Employment Practices Branch.
- (2) Where a Contractor or Sub-Contractor fails to pay an Employee wages at all, the employees may file a complaint with the Ontario Ministry of Labour, Employment Practices Branch.

16. In addition to, or alternatively to, an Employee's rights under Sections 14 and 15, an Employee may file a lien claim for wages, in respect of a failure to comply with any requirement under Section 2 under the Construction Lien Act. These lien claims must be filed directly with the Owner,

- (4) Upon informing the Owner as to its selection in accordance with subsection (2), the Contractor shall provide documentation to the Owner, prior to commencing the Contract or relevant sub-contract, to sufficiently substantiate, in the Owner's opinion, the total cost of the all non-statutory benefits to the Contractor and/or respective Sub-Contractor.
- (5) The cost to the Contractor, and/or a Sub-Contractor, of any non-statutory benefit shall be calculated on the basis of the total weekly cost to the Contractor/Sub-Contractor of each non-statutory benefit provided to Employees divided by forty-eight (48). The total cost of all non-statutory benefits equals the sum of the costs of each non-statutory benefit provided to Employees.
- (6) Where the documentation is not provided to the Owner in accordance with subsections (4) and (5), the Contractor and/or relevant Sub-Contractor is responsible for paying its Employees the full amount (100%) of the Fair Wage Rates in wages, exclusive of non-statutory benefits.

- (7) Notwithstanding subsection (6). where the Contractor fails to inform and/or provide such documentary proof to the Owner as required by subsections (3), (4) and (5) and the Contractor or any of its Sub-Contractors proceeds to pay a portion, up to a maximum of 15%, of the Fair Wage Rates in non-statutory benefits, the Owner may withhold payments under the Contract until such time as the Owner is satisfied that the Employees have received their Fair Wages.
- (8) Once an Employer has made its selection pursuant to subsection (2), it shall continue to pay its Employees in accordance with its initial selection for the entire duration of the Contract and/or relevant sub-contract.

DISCRETION OF THE ONTARIO MINISTER OF LABOUR.

17.

- (1) The Ontario Minister of Labour may decide that special circumstances exist which make it expedient for him/her to decide:
 - (a) what the current or fair and reasonable wage rates for overtime are; and/or
 - (b) the proper classification of any Work for the purposes of wages and. hours.
- (2) The Contractor and Sub-Contractor(s) shall adjust the wages, hours, and classification of workers accordingly, upon receiving a decision made by the Ontario Minister of Labour.

REGISTRY

18.

- (1) The Owner shall maintain a register of its contracts subject to the Fair Wage Program.
- (2) The registry will contain the following information:
 - (a) project number/name;
 - (b) location of project;
 - (c) Contractor's name; and
 - (d) reference to the applicable Fair Wage Schedule(s).
- (3) Any person or entity may obtain from the registry any of the information set out in subsection (2), by completing the Owner's form in this regard and agreeing to the provisions set out in the form.

CONTRACTOR'S OBLIGATIONS

19. The Contractor must comply with the requirements set out in these Labour Conditions.

20.

- (1) The Contractor shall post and keep posted these Labour Conditions, and the applicable Schedule, and any revisions thereto, in a conspicuous place on the Site.
- (2) Where applicable in Urban Zones, the Contractor shall ensure that the posted Schedule includes a breakdown of the wages and non-statutory benefits paid to the Employees of the Contractor and each Sub-Contractor electing to pay the Fair Wage Rates in accordance with Section 3(2).

21.

- (1) The Contractor must keep records of the names, addresses, trades, wages paid, and hours worked of its Employees, as well as the Contractor's costs for all non-statutory

benefits where the Contractor chooses to pay its Employees Fair Wages in accordance with Section 3(2).

- (2) These records shall be kept separate from records concerning staff who are not performing Work under this Contract.
- (3) These records shall be kept in the Province of Ontario and shall be made available for inspection by the Owner's Representative upon request, whether or not a complaint has been made pursuant to Section 14.

22. The Contractor shall deliver to the Owner, when required by the Contract, a declaration(s) attesting to its compliance with these Labour Conditions.

CONTRACTOR'S OBLIGATIONS WITH RESPECT TO SUB-CONTRACTORS

- 23.

- (1) The Contractor is responsible for ensuring that all Sub-Contractors comply with these Labour Conditions.
- (2) The Contractor must provide all Sub-Contractors with a copy of these Labour Conditions and the applicable Schedule before any Work is performed by the Sub-Contractor.

24. Where any Sub-Contractor under this Contract fails to pay Fair Wage Rates to an Employee, the Contractor shall pay directly to the Employee, regardless of whether or not monies are still owed by the Contractor to the Sub-Contractor, the difference between the amount of wages paid and the amount of wages that should have been paid pursuant to the Fair Wage Rates, regardless of whether or not the Contractor had prior notice of these Fair Wage claims.

25. The Contractor shall, in any Contract with a Sub-Contractor, require the Sub-Contractor to,
 - (c) pay all Employees in accordance with Sections 2, 3 and 4(2);
 - (d) keep records of the names, addresses, trades, wages paid, and hours worked or all their Employees, as well as the Sub-Contractor's costs for all non-statutory benefits where the Sub-Contractor chooses to pay its Employees Fair Wages in accordance with Section 3(2);
 - (c) keep these records separate from records concerning staff who are not performing Work under this Contract;
 - (d) keep these records in the Province of Ontario and to make them available for inspection by the Contractor and/or the Owner's Representative upon request. whether or not a complaint had been made; and
 - (e) require a sub-sub-contractor under this Contract to assume the same obligations in relation to its own Employees.

OWNER'S RIGHT TO HOLD BACK

- 26.

- (1) Where the Owner receives a complaint or finds that an Employee is not being paid Fair Wage Rates, the Owner may withhold the amount owing to an Employee from any payment owed by the Owner to the Contractor, until the Contractor or Sub-Contractor pays the Employee.

The Owner further reserves the right to set-off any outstanding amount in respect of Fair Wages owing to an Employee against payments owed by the Owner to the Contractor pursuant to other contracts between the Owner and the Contractor.

- (2) An amount withheld under subsection (1) will be paid to the Contractor if,
 - (i) the Owner finds that the Employee was in fact being paid Fair Wage Rates; or
 - (ii) subsequent to the Owner verifying that the Employee was not being paid Fair Wage Rates, the Employee was paid the difference between the amount of wages paid and the amount of wages that should have been paid in accordance with Section 2(1).
- (3) If the Owner has found that an amount is owing to an Employee and that amount has not been paid within one hundred and five (105) days of the completion of the Work, the amount withheld may be forfeited to the Crown at the discretion of the Owner, in which case the entitlement of the Contractor under this Contract is reduced by the amount forfeited.

CLAIM PROCEDURE

27.

- (1) An Employee may file a complaint in respect of a failure to pay Fair Wage Rates, with the Owner, by completing the form provided by the Owner's Representative.
- (2) An Employee employed by the Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but not later than forty-five (45) days following total completion of the Contract, as defined in the Construction Lien Act.
- (3) An Employee employed by a Sub-Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but not later than forty-five (45) days following total completion of the relevant sub-contract, as defined in the Construction Lien Act.
- (4) Third parties may assert a Fair Wage complaint on the Owner's prescribed form on behalf of an Employee where it is based on specific information.
- (5) The Owner shall not disclose the identity or the complainant Employee until the Owner has verified the claim and unless the disclosure is necessary for the Contractor or Sub-Contractor to pay monies to the Employee in respect of the complaint

28.

- (1) An Employee may file a complaint, in respect of a failure to comply with the requirements prescribed in Section 2(3), with the Ontario Ministry of Labour, Employment Practices Branch.
- (2) Where a Contractor or Sub-Contractor fails to pay an Employee wages at all, the employees may file a complaint with the Ontario Ministry of Labour, Employment Practices Branch.

29. In addition to, or alternatively to, an Employee's rights under Sections 14 and 15, an Employee may file a lien claim for wages, in respect of a failure to comply with any requirement under Section 2 under the Construction Lien Act. These lien claims must be filed directly with the Owner.

FOR CONSTRUCTION CONTRACT BIDS

FOR: Lindsay Roof Renewal
Bid #: 1047430-271140

This Non-Disclosure Agreement (the "NDA") is made in duplicate as of Month Day, 2015.

BETWEEN

**Infrastructure Ontario, acting as agent on behalf of
Her Majesty the Queen in Right of Ontario as Represented by
the Minister of Infrastructure** (hereinafter "IO")

AND

(hereinafter the "Recipient")

WHEREAS Colliers Project Leaders Inc., on behalf of IO has invited firms to submit Bids in respect of the invitation for Construction Contract Bids for Lindsay Roof Renewal at located at 322 Kent St. W, Lindsay, Ontario Ontario (BID # 1047430-271140) (the "Project") and intends to disclose information to the Recipient in connection with the Project and make materials related to the Project physically available for review by the Recipient and/or available in an electronic data room;

AND WHEREAS the Recipient intends to submit a Bid in connection with the Project and wishes to access the said information and materials to assist in preparing its Bid;

NOW THEREFORE in consideration of the premises and mutual covenants contained in this NDA and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information

- 1.1. For the purposes of this NDA, Confidential Information refers to and shall mean any information disclosed by IO, Ministry Client, or Colliers Project Leaders Inc. to the Recipient with respect to the Project, either electronically, in writing or orally and any other information related to the Project, including but not limited to information obtained by the Recipient directly from IO, its directors, officers, appointees, employees, agents and advisors or made available to the Recipient through an electronic data room.
- 1.2. Confidential Information does **not** include information that:
 - 1.2.1. is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; or
 - 1.2.2. the Recipient can demonstrate that it rightfully possessed prior to disclosure to Recipient by IO.

2. Non-disclosure and Non-use of Confidential Information

- 2.1. Recipient shall not disclose, publish, or disseminate the Confidential Information to anyone other than those of its employees, advisors or representatives who will be assisting to prepare a Bid in respect of the Project.
- 2.2. Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information.
- 2.3. Recipient agrees to take appropriate efforts (not less than reasonable efforts) to keep the Confidential Information confidential.
- 2.4. Recipient agrees to accept the Confidential Information for the sole purpose of submitting a Bid with respect to the Project.
- 2.5. Recipient agrees to ensure that anyone, to whom Recipient discloses Confidential Information, further abides by obligations restricting use, restricting disclosure, and ensuring security at least as protective as required under this NDA.
- 2.6. The Recipient agrees not to use the Confidential Information for its own or any third party's benefit without the prior written approval of IO.

3. Ownership of Confidential Information

- 3.1. The Confidential Information shall remain the property of IO and no license or other rights to the Confidential Information are hereby granted or implied.

4. No Warranty

- 4.1. IO makes no representation, warranty or guarantee as to the accuracy or completeness of any of the Confidential Information.
- 4.2. IO shall not be liable to the Recipient or to any other person or entity for any damages suffered as a result of any use of the Confidential Information

5. Equitable Relief

- 5.1. The Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to IO that may be difficult to ascertain. Accordingly, the Recipient agrees that IO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

6. Counterparts

- 6.1. This NDA may be executed in two or more counterparts which shall be binding on the parties, and all of which shall be considered one and the same agreement and each of which shall be deemed an original. Facsimile signatures shall be deemed valid as to the execution of this NDA.

IN WITNESS WHEREOF the parties hereto have executed this NDA on the day and year first above written.

RECIPIENT (Full legal name)

By:

(Name)

(Title)

E-Mail Address

(I have the authority to bind the Recipient.)

WITNESS

(Signature)

(Name and title of person signing)

**Infrastructure Ontario
acting as Agent on behalf of Her Majesty the
Queen in Right of Ontario as Represented by
the Minister of Infrastructure**

By:

(Name)

(Title)

WITNESS

(Signature)

(Name and title of person signing).

SUPPLEMENTARY CONDITIONS

The Standard Construction Document CCDC-2 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. These Supplementary Conditions have been developed by Ontario Infrastructure and Lands Corporation, with the endorsement of the Ontario General Contractors Association. Where any provisions of the Agreement, Definitions, General Conditions is supplemented or amended by these Supplementary Conditions, the unaffected provisions of such Agreement, Definition, General Condition shall remain in effect. Supplementary Conditions to any provisions of the Agreement, Definitions, General Conditions shall be considered as added thereto. Amendments to any provisions of the Agreement, Definitions, General Conditions shall be considered as superseding the affected provision thereof.

Where an Article, Definition, General Condition or paragraph thereof is deleted by these Supplementary Conditions, the numbering of the remaining Article, Definition, General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 – CONTRACT DOCUMENTS

3.1 Include in the list of *Contract Documents* in paragraph 3.1:

- Supplementary Conditions
- *Ontario Fair Wage Program Labour Conditions* including the applicable *Schedule of Fair Wage Rates*
- Performance Bond
- Labour and Material Payment Bond
- *Vendor Performance Program (Real Estate)* and/or *Vendor Performance Scorecard and Guidelines*
- Project Specific Supplementary Conditions

ARTICLE A-5 – PAYMENT

5.3.1 Delete paragraph 5.3.1 in its entirety and substitute new paragraph 5.3.1:

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest on such unpaid amounts shall also become due and payable from the date that is 30 calendar days after the date when the payment became due until payment at the rate established from time to time by the Bank of Canada.

ARTICLE A-9 – CONFLICT OF INTEREST

Add new Article A-9 – Conflict of Interest:

9.1 The *Contractor*, all of the *Subcontractors*, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest includes the use of

Confidential Information where the *Owner* has not specifically authorized such use.

9.2 The *Contractor* shall disclose to the *Owner*, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.

9.3 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of Ontario Realty Corporation, Ontario Infrastructure Projects Corporation, *IO* or the Ontario Public Service where to do so constitutes a breach by such employee or previous employee of the previous employer's conflict of interest policy, as it may be amended from time to time.

9.4 A breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity.

ARTICLE A-10 – CONFIDENTIALITY

Add new Article A-10 – Confidentiality:

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

DEFINITIONS

Add the following definitions:

a. Affected Party and Affected Parties

Affected Party and *Affected Parties* have the meaning set out in GC 13.6.4

b. As-Built Drawings

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

2a. Confidential Information

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

- 1) is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;
- 2) the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- 3) the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- 4) is independently developed by the *Contractor* without use of any *Confidential Information*.

9a. Contractor Security Officer or “CSO”

Contractor Security Officer or “*CSO*” means the individual designated by the *Contractor* as the *Contractor’s* representative who will liaise with the *Owner* for the purposes of coordinating the *Security Clearance Checks* for the *Contractor* and all *Affected Parties* and who will have overall responsibility for carrying out *Contractor’s* security screening obligations outlined in this contract, and to whom any additional information deemed relevant to the required *Security Clearance Checks*, may be communicated during the contractor security screening process.

10b. Fair Wage Program Labour Conditions

Fair Wage Program Labour Conditions refers to the Ontario Fair Wage Program Labour Conditions and applicable Schedule of Fair Wage Rates included in the *Contract Documents*.

10d. Infrastructure Ontario or IO

“*Infrastructure Ontario*” or “*IO*” means Ontario Infrastructure and Lands Corporation, the statutory agent and delegate of Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure or his or her authorized successor.”

11c. Open Data

“*Open Data*” means data that is required to be released to the public pursuant to the Open Data Directive

11d. Open Data Directive

“*Open Data Directive*” means the Management Board of Cabinet’s Open Data Directive updated on April 29, 2016, as amended from time to time.

12b. Personal Information

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

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13b. PPEB

“*PPEB*” means the Program & Policy Enablement Branch, Supply Chain Ontario, Ministry of Government & Consumer Services, or any successor thereof.

16a. Security Clearance Check

Security Clearance Check includes all of the following:

(a) a written declaration by an individual disclosing any unresolved charges and previous convictions under the offense provisions of federal statutes, including but not limited to the *Criminal Code*, R.S.C. 1985, C. C-46, as amended, for which a pardon under the *Criminal Records Act*, R.S.C. 1985, C. C-47, as amended, has not been granted;

(b) a police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual in relation to:

- convictions under the offense provisions of federal statutes, including but not limited to the *Criminal Code*, R.S.C. 1985, C. C-46, as amended, for which a pardon under the *Criminal Records Act*, R.S.C. 1985, C. C-47, as amended, has not been granted;
- findings of guilt in relation to federal statutes for which a court has granted a discharge;
- charges laid under the offense provisions of any federal statutes that are unresolved; and
- records of judicial orders in effect made in relation

to the offense provisions of federal statutes;

(c) a police records check in other jurisdictions as deemed necessary by the information provided to the *PPEB* during a Security Clearance Check; and

(d) if deemed necessary by *PPEB* considering the circumstances of the Project, a driving records check.

24a. Vendor Performance Guidelines

Vendor Performance Guidelines mean guidelines developed by the *Owner* in connection with the *Vendor Performance Program (Real Estate)*.

24b. Vendor Performance Program (Real Estate)

Vendor Performance Program (Real Estate) means the *Owner's* policy for monitoring, evaluating and recording vendor performance, as same may be amended or replaced from time to time. The *Vendor Performance Program (Real Estate)* establishes a standard methodology for the incorporation of a vendor's past performance as a criterion in assessing that vendor's bids or proposals for future work with the *Owner*.

24c. Vendor Performance Scorecard

Vendor Performance Scorecard means a scorecard developed by the *Owner* in connection with the *Vendor Performance Program (Real Estate)*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

- .1 Add new sentence to the end of paragraph 1.1.6:
 - 1.1.6 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions.
- .2 Add new subparagraph 1.1.7.5:
 - 1.1.7.5 noted materials and annotations shall take precedence over graphic indications.
- .3 Delete paragraph 1.1.8 in its entirety and substitute new paragraph 1.1.8:
 - 1.1.8 The *Owner* shall provide the *Contractor*, without charge, 6 copies of the *Contract Documents*.

GC 1.3 RIGHTS AND REMEDIES

- .1 Delete the word "No" from the beginning of paragraph 1.3.2 and substitute the words:
 - 1.3.2 "Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1, no ...".

GC 1.4 ASSIGNMENT

- .1 Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:
 - 1.4.1 The *Owner* may assign the *Contract* or a portion thereof without the consent of the *Contractor*, where such assignment is to an entity undertaking the *Project* for the use of the Crown in Right of Ontario or Canada. The *Contractor* may not assign the *Contract* or a portion thereof without the consent of the *Owner*, and the granting of such consent shall be in the *Owner's* discretion, not to be unreasonably withheld.

GC 2.2 ROLE OF THE CONSULTANT

- .1 Add the following to the end of paragraph 2.2.1:
 - 2.2.1 , and where applicable, in accordance with the recommended procedures outlined in the OAA OGCA Document No. 100 dated December 12, 2007 and the OAA OGCA Guide to Project Closeout Procedures dated November 2010.

GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

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

2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.

GC 3.1 CONTROL OF THE WORK

.1 Add new paragraph 3.1.3:

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

.1 Delete subparagraph 3.2.2.1 in its entirety

.2 Delete subparagraph 3.2.2.2 in its entirety

.3 Add new subparagraph 3.2.3.4:

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

GC 3.4 DOCUMENT REVIEW

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

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

.2 Add new paragraph 3.4.2:

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

GC 3.5 CONSTRUCTION SCHEDULE

.1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

3.5.1 The *Contractor* shall,

.1 within 15 days following the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when required by the *Specifications* to employ construction scheduling software, the *Contractor* shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the construction schedule and any successor or revised schedules to the *Owner* in electronic format and paper copy. When required by the *Specifications* to employ construction scheduling software, the *Contractor* shall provide the construction schedule to the *Owner* in editable format, together with a record version in PDF format. Once reviewed by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule. The review of the construction schedule by the *Owner* and the *Consultant* shall not be perceived as their approval in any way of the construction schedule. The *Contractor* is fully responsible for the means and methods necessary to meet the baseline construction schedule or any revision(s) thereto. The *Owner* and the *Consultant's* review are solely intended to help establish the *Contractor's* ability to meet the requirements of the *Contract*.

.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the baseline construction schedule or any successor or revised schedule pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;

.3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and

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

.2 Add new paragraph 3.5.2:

3.5.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.

GC 3.6 SUPERVISION

.1 Delete paragraph 3.6.1 in its entirety and substitute new paragraph 3.6.1:

3.6.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld.

.2 Add new paragraph 3.6.3:

3.6.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement.

GC 3.8 LABOUR AND PRODUCTS

.1 Delete paragraph 3.8.2 and replace with new paragraph 3.8.2:

3.8.2 Unless otherwise specified in the Contract Documents, Products provided

shall be new and as specified. The *Contractor* shall not provide substitutions for specified Products without the express written consent of the Consultant and the Owner.

.2 Add new paragraph 3.8.4:

3.8.4 The *Contractor* shall comply with all requirements set out in the *Fair Wage Program Labour Conditions*. The hours of work, the rates of wages paid, and the working conditions shall be in accordance with the Labour Conditions and applicable Schedule of Fair Wage Rates, included therein, as amended from time to time.

GC 3.11 USE OF THE WORK

.1 Add new paragraph 3.11.3:

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

Add new General Conditions 3.14, 3.15, and 3.16:

GC 3.14 PERFORMANCE BY CONTRACTOR

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

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

.1 the personnel it assigns to the *Project* are appropriately experienced;

.2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and

.3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.15 RIGHT OF ENTRY

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

GC 3.16 OAA/OGCA TAKE-OVER PROCEDURES

3.16.1 Unless otherwise required by this Contract, *Contractor* shall execute the closing stages of the Work in accordance with the OAA OGCA Document No. 100, dated December 12, 2007 and the OAA OGCA Guide to Project Closeout Procedures dated November 2010.

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:
4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:
4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- .3 Add new paragraph 4.1.8:
4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Revise the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.
- .2 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:
5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.
- .3 Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Add to the end of paragraph 5.2.7 the following new sentence:
5.2.7 Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.
- .2 Add new paragraphs 5.2.8, 5.2.9, and 5.2.10:
5.2.8 As a condition of receiving each progress payment after the first, the *Contractor* shall submit a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein.
5.2.9 The *Contractor* shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.
5.2.10 The *Contractor* shall prepare current *As-Built Drawings* during the course

of the *Work*, which current *As-Built Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* may retain a reasonable amount and up to a maximum of the amounts outlined in paragraph 5.4.7, from any progress payment for the value of the *As-Built Drawings* not presented for review until the *As-Built Drawings* are presented for review.

GC 5.3 PROGRESS PAYMENT

- .1 Delete subparagraph 5.3.1.3 in its entirety and substitute new subparagraph 5.3.1.3:
5.3.1.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than 45 calendar days after the date of a certificate of payment issued by the *Consultant*

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:
5.4.3 Immediately prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for finishing the *Work* and correcting deficiencies.
- .2 Add new paragraphs 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8 and 5.4.9:
5.4.4 Within 7 calendar days of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall publish a copy of the certificate in a construction trade newspaper (as that term is defined in the *Construction Lien Act*) and shall provide to the *Consultant* and the *Owner* the date of publication and the name of the construction trade newspaper in which the publication occurred. If the *Contractor* fails to comply with this provision, the *Owner* may publish a copy of the certificate and charge the *Contractor* with the costs so incurred.
- 5.4.5 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:
- .1 guarantees;
 - .2 warranties;
 - .3 certificates;
 - .4 testing and balancing reports;
 - .5 distribution system diagrams;
 - .6 spare parts;
 - .7 maintenance manuals;
 - .8 samples;
 - .9 existing reports and correspondence from authorities having jurisdiction in the *Place of the Work*;
 - .10 commissioning verification form(s);
 - .11 computerized maintenance management system form(s) for base building and/or client equipment and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities

having jurisdiction in the *Place of the Work*.

5.4.6 Where the *Contractor* is unable to deliver the documents and materials described in paragraph 5.4.5, then, provided that none of the missing documents and materials interferes with the use and occupancy of the *Project* in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. If the *Contractor* fails to deliver any of the materials required in subparagraphs 5.4.5.7 or 5.4.5.8, the *Consultant* shall retain from the payment of holdback under General Condition 5.5 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, the amount set out in paragraph 5.4.7., until the materials required pursuant to subparagraphs 5.4.5.7 or 5.4.5.8 are delivered.

5.4.7 The amount to be retained by the *Consultant* as contemplated in subparagraphs 5.2.10 and 5.4.6 is as follows:

.1 where the *Contract Price* is less than \$100,000 the amount to be retained is \$5,000;

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

.3 where the *Contract Price* is greater than \$500,000 but less than \$5,000,000, the amount to be retained is the greater of \$25,000 or 3% of the *Contract Price*;

.4 where the *Contract Price* is greater than \$5,000,000, the amount to be retained is 1.5% of the *Contract Price* up to a maximum of \$1,000,000.00.

5.4.8 Should the *As-Built Drawings* not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.5 by the earlier of 50 days following the date of Substantial Performance of the Work and the submission of the *Contractor's* application for final payment under paragraph 5.7.1 of General Condition 5.7 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.2.10 or 5.4.7 shall be forfeit to the *Owner* as compensation for the damages deemed to have been incurred by the *Owner*, and not as a penalty, arising from the failure to deliver the documents or materials, and the *Contract Price* shall be reduced accordingly.

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

.1 identify the parties involved;

.2 identify the amount in dispute;

- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;
- .5 include copies of any documents of any court or arbitration process related to the matter;
- .6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates; and
- .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The disclosure requirements detailed herein are of a continuing nature and survive completion of the *Work*. Accordingly, the *Contractor* shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available. The *Contractor* shall not be entitled to recover from the *Owner* any amount pertaining to any claim or dispute referred to in this paragraph, if the provisions of this paragraph have not been fully complied with. For greater certainty, the *Contractor* is not obliged to make the aforementioned disclosure with respect to any dispute or claim that is not related to or does not touch upon any then outstanding and unresolved dispute or claim between the *Contractor* and the *Owner*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Add new subparagraph 5.5.1.3:
 - 5.5.1.3 submit a statement that no written notices of lien have been received by it.
- .2 Delete from line 1 of paragraph 5.5.2, the words, “the statement” and substitute the words:
 - “the documents”.
- .3 Delete paragraph 5.5.3 in its entirety.

GC 5.7 FINAL PAYMENT

- .1 Delete paragraph 5.7.1 in its entirety and substitute new paragraph 5.7.1:
 - 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5. The *Work* shall be deemed not to be performed until all of the aforementioned documents have been delivered.
- .2 Delete from the first line of paragraph 5.7.2 the words, “calendar days” and substitute the words: “*Working Days*”.
- .3 Delete from the second line of paragraph 5.7.4 the words, “calendar days” and substitute the words: “*Working Days*”.
- .4 Add new paragraph 5.7.5:
 - 5.7.5 Prior to the release of the finishing holdback provided for under the *Construction Lien Act*, the *Contractor* shall submit:

- .1 *Contractor's* written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;
- .2 a Statutory Declaration CCDC 9A-2001;
- .3 a final Workplace Safety & Insurance Board Clearance Certificate.

GC 6.2 CHANGE ORDER

- .1 Add new paragraphs 6.2.3, 6.2.4, 6.2.5 and 6.2.6 as follows:
 - 6.2.3 The *Contractor* may apply mark-ups for overhead and profit to approved changes to the *Contract Price* as follows:
 - .1 15% for work carried out by the *Contractor's* own forces;
 - And .2 10% for work carried out by *Subcontractors*.Similarly, *Subcontractors* shall be entitled to apply mark-up for overhead and profit as follows:
 - .3 15% for work carried out by their own forces; and
 - .4 10% for work carried out by their *subcontractors*.
 - 6.2.4 In no event shall the maximum aggregate mark-up applied by all levels of contract for overhead and profit exceed 40% of an approved change.
 - 6.2.5 Where the cost of a proposed change is a credit to the *Contract Price*, such credit shall be exclusive of the *Contractor's* overhead and profit.
 - 6.2.6 The *Contractor's* overhead includes without limitation all site and head office costs including head office personnel, insurance and bonding (except where additional bonding is at the *Owner's* expense pursuant to sub-paragraph 11.2.3), traveling costs, financing costs including those related to hold back; the salaries, premiums for overtime or shift time unless otherwise approved by the *Owner* in writing prior to the *Work* being performed, and other miscellaneous employee benefits of superintendents and sub-trade superintendence, engineers, timekeepers, accountants, clerks, watch persons and security, office administration; processing correspondence, changes, shop drawings, engineering, *As-Built Drawings*, maintenance manuals and all other documents required to be provided prior to certification of *Substantial Performance* of the *Work*, costing and accounting, payroll, , technical staff, and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, plant, tools and equipment including operators, sheds, storage compounds and other general temporary site support facilities and all utilities used therein; first aid, safety and protection measures, including training; licences and permits; scheduling; temporary protection; daily clean up; disposal; garbage chute; scaffolding; hoisting and unloading; commissioning; cutting and patching, and shall be applied to both extras and credits equally.

GC 6.3 CHANGE DIRECTIVE

- .1 Delete subparagraph 6.3.7.1(1) and replace it with:
 - “(1) carrying out the work, including necessary supervisory services;”
- .2 Delete subparagraph 6.3.7.1(2) and replace it with

“(2) intentionally left blank.”

.3 Amend subparagraph 6.3.7.1(3) so that, as amended, it reads:

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

.4 Amend subparagraph 6.3.7.1(4) so that, as amended, it reads:

“(4) including clerical staff engaged in processing changes in the *Work*.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new paragraph 6.4.5:

6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation, because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

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

“, but excluding any consequential, indirect or special damages.”

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

“, but excluding any consequential, indirect or special damages.”

.3 Add new paragraph 6.5.6.

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor*, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any subconsultants, project managers, or others employed or engaged by the *Owner*.

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

.1 Revise the heading, “**OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**” to read, “**OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO**

CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT”

.2 Delete paragraph 7.1.6 and add new paragraphs 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.11 and 7.1.12:

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

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

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

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

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

Contract or suspension of the *Work*.

7.1.11 If any security check performed in accordance with GC13.6 discloses a security problem that is not resolved by *Contractor* to the satisfaction of the *Owner* within ten (10) *Working Days* following receipt of written notice of such problem from the *Owner*, the *Owner* may terminate this *Contract* by giving *Contractor* notice in writing to that effect.

7.1.12 Without limiting the foregoing in this section, a finding on a security check that is incompatible with ensuring any of the achievement of the following objectives is a security problem:

- (i) *Contractor's* ability to provide the services in accordance with the Agreement;
- (ii) the safety of the client's directors, officers, appointees, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors, the *Owner's* clients and their directors, officers, appointees, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors and the public;
- (iii) the reputation of or public confidence in the client;
- (iv) the security of the client's financial assets and revenue;
- (v) the security of any real property owned, controlled or managed by the client;
- (vi) the security of any other property owned, controlled, managed or licensed by the client;
- (vii) the security, confidentiality or integrity of the client's confidential information and the integrity of any other materials held by the client.

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

- .1 Delete paragraph 7.2.2 in its entirety.
- .2 Delete subparagraph 7.2.3.1 in its entirety.
- .3 Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:
7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or
- .4 Delete from subparagraph 7.2.3.4, the words:
7.2.3.4 “, except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,”
- .5 Delete from the end of paragraph 7.2.4 the words “or terminate the *Contract*” and
substitute the words:
7.2.4 “until the default is corrected, provided, however, that in the event of such suspension, the provisions of subparagraph 7.1.10 shall apply. If the *Contractor's Notice in Writing* to the *Owner* was given pursuant to subparagraph 7.2.3.3, then, 180 days after the delivery of the *Notice in*

Writing, the *Contractor* may terminate the *Contract*, provided, however, that in the event of such termination, the provisions of subparagraph 7.1.10 shall apply.”

GC 8.1 AUTHORITY OF THE CONSULTANT

.1 Delete last sentence of 8.1.3 and substitute the following sentence:

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

8.2.6:

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

GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

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

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

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

.3 Add new paragraph 9.1.5:

9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

.4 Add new paragraph 9.1.6:

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the Consultant or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

.1 Add new subparagraph 9.2.5.5

9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price

.2 Delete subparagraph 9.2.7.4 in its entirety.

.3 Add to subparagraph 9.2.8.3 immediately before the comma, the following new words:

“and as a result of the delay”

GC 9.4 CONSTRUCTION SAFETY

.1 Delete paragraph 9.4.1 in its entirety and substitute new paragraph 9.4.1

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

.2 Add new paragraphs 9.4.2, 9.4.3 and 9.4.4:

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

.1 a current Workplace Safety & Insurance Board Clearance Certificate;

.2 copies of the *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;

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

.4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under the *Occupational Health and Safety Act*.

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

special damages.

9.4.4 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the *Contractor* with respect to occupational health and safety and related matters. Prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

Acknowledgement

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

Name:

Title:

Date:

GC 9.5 MOULD

- .1 Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:
“and as a result of the delay”
- .2 Delete subparagraph 9.5.3.4 in its entirety.

GC 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3:
10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.
- .2 Add new paragraph 10.1.4:
10.1.4 In the event that new or additional taxes in respect of the *Work* are required by federal, provincial, territorial, regional or municipal legislation

after the *Contract* is executed, the amount payable under this *Contract* shall be adjusted to include such taxes.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Add to the end of paragraph 10.2.4 the following words:

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

- .2 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words:

“Subject to paragraph 3.4.1, the”.

GC 10.3 PATENT FEES

- .1 Delete paragraph 10.3.2 in its entirety.

GC 10.4 WORKERS’ COMPENSATION

- .1 Add to subparagraph 10.4.1 immediately after the first comma, the following new words:

“again with each application for progress payment, and”

- .2 Add to the beginning of subparagraph 10.4.2 the following new words:

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

- .3 Add new paragraph 10.4.3:

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

GC 11.1 INSURANCE

- .1 Add to the end of paragraph 11.1.1.1 the following new words:

11.1.1.1 “In addition, this policy shall include coverage for non-owned automobiles.”

- .2 Add new subparagraph 11.1.1.6(4):

11.1.1.6(4) If any loss occurs involving damage to property in an amount greater than

\$25,000, bodily injury to any person, or damage to any existing structure, the *Contractor* shall, in addition to the other requirements set out herein, immediately provide a detailed written report to the *Owner* and to *Infrastructure Ontario*, 1 Dundas Street West, Suite 2000, Toronto, Ontario M5G 2L5, Att’n: Divisional Lead, Real Estate Management & Lending.

- .3 Add new subparagraph 11.1.1.8:

11.1.1.8 Pollution Liability Insurance in the joint names of the *Contractor* and the *Owner* with limits of not less than \$5 million per occurrence, an aggregate

limit of not less than \$5 million within any policy year, and a deductible not exceeding \$5,000, such insurance to be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*.

.4 Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:

11.1.2 In all instances in paragraph 11.1.1 where the *Contractor* is required to obtain insurance coverages naming or jointly naming the *Owner*, such policies shall also name Ontario Infrastructure and Lands Corporation and Her Majesty the Queen in Right of Ontario. Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

.5 Add new subparagraph 11.1.9 as follows:

11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: “(excluding flood and earthquake)” is deleted and replaced with the following: “(including flood, earthquake, testing, and commissioning)”.

GC 11.2 CONTRACT SECURITY

.1 Delete paragraph 11.2.1 in its entirety and substitute new paragraph 11.2.1:

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

.1 a performance bond, in the form set out in the *Contract Documents*, in an amount equal to 50% of the *Contract Price*, covering the performance of the *Contract*, including the *Contractor's* requirements with respect to the correction of deficiencies and the fulfillment of all warranties; and

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

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

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

.3 Add new paragraph 11.2.3:

11.2.3 If approved changes pursuant to the Contract result in approved increase or cumulative increases to the *Contract Price* the *Contractor* shall promptly acquire additional bonding at the *Owner's* expense. Where

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

GC 12.1 INDEMNIFICATION

- .1 Delete General Condition 12.1 – INDEMNIFICATION in its entirety and substitute:
12.1 The *Contractor* shall indemnify and hold harmless *IO*, Her Majesty the Queen in right of Ontario, the *Owner*, the *Consultant*, and their respective agents, appointees, directors, officers and employees from and against claims, demands, losses, expenses, costs, damages, actions, suits or proceedings that arise out of or are attributable to the *Contractor's* performance of the *Contract*. Nothing in this paragraph 12.1, shall limit any claim that *IO*, Her Majesty the Queen in right of Ontario, or the *Owner* may have under the insurance coverage to be provided under General Condition 11.1 - INSURANCE.

GC 12.2 WAIVER OF CLAIMS

- .1 Delete the reference to “395 calendar days” in the last line of paragraph 12.2.2 and substitute “120 calendar days”.
- .2 Delete the last sentence of subparagraph 12.2.3.4 and substitute:
12.2.3.4 “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds:
.1 if the *Contract Price* is \$2 million or less, the sum of \$50,000, before *Value Added Taxes*;
.2 if the *Contract Price* exceeds \$2 million, the sum of \$100,000, before *Value Added Taxes*;
but, in any event, a defect or deficiency in the *Work* which affects the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents* shall be deemed to be a “substantial defects or deficiencies” regardless of the cost of repair.
- .3 Amend paragraph 12.2.5 by adding “12.2.3.4” immediately after the reference to paragraph 12.2.3.3.

GC 12.3 WARRANTY

- .1 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words: “Subject to paragraph 3.4.1, the...”.

Add new PART 13 as follows:

PART 13 OTHER PROVISIONS

GC 13.1 OWNERSHIP OF MATERIALS

13.1.1 All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

13.2.1 In the event that a claim for lien is registered against the Project by a

Subcontractor or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, then the *Contractor* shall, at its own expense:

.1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and

.2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

13.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

GC 13.3 CONTRACTOR DISCHARGE OF LIABILITIES

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

GC 13.4 RECORDS/DAILY REPORTS/DAILY LOGS

13.4.1 The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, documents, computer printouts, electronic information, books, plans, *Drawings*, *Specifications*, accounts or other information relating to the *Work*) in its office in Ontario in accordance with requirements of law, but in any event for not less than 6 years from *Substantial Performance of the Work* or until all claims have been settled. During this time, the *Contractor* shall allow the *Owner* and *IO* access to the *Project* records during normal business hours upon the giving of reasonable notice. The *Contractor* shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the *Subcontractors* and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC 13.5 CONTRACTOR EVALUATION

13.5.1 In accordance with the *Owner's Vendor Performance Program (Real Estate)*, the *Owner* will evaluate the performance of the *Contractor* with respect to the *Work* using the criteria outlined in the *Vendor Performance Scorecard* and the *Vendor Performance Guidelines* included with the *Contract Documents*.

GC 13.6 SECURITY SCREENING

13.6.1 *Contractor* acknowledges that the Ontario government has implemented a

policy that requires *Contractor* and all individuals who will be performing work on behalf of the *Contractor* doing business with the Ontario government to undergo *Security Clearance Checks*. The *Security Clearance Checks* are administered by the *PPEB*.

13.6.2 *Contractor* shall comply with the above-noted policy. Should there be any discrepancy between the above-noted policy and the security screening steps outlined herein, the former shall govern. *Contractor* shall ensure that *Contractor's* staff and all *Subcontractors* are in full compliance with the above-noted policy.

13.6.3 *Contractor* shall ensure that the screening provisions outlined herein are included in each subcontract *Contractor* enters into with its *Subcontractors* for any part of the *Work*. In addition, *Contractor* shall require its *Subcontractors* to include the screening provisions outlined herein into every level of contract thereunder with each of their respective subcontractors for any part of the *Work*.

13.6.4 *Contractor* acknowledges that *PPEB* will perform *Security Clearance Checks* on *Contractor*, including its directors, officers, *owner's*, partners, if applicable, and shareholders (if a privately held corporation and as requested by *PPEB*), *Contractor's* staff and *Contractor's Subcontractors* (including each *Subcontractor's* directors, officers, owners, partners, shareholders and employees who will perform any part of the *Work*) (collectively referred to in this section as "*Affected Parties*" and individually as an "*Affected Party*"). Accordingly, *Contractor* shall require each *Affected Party* to undergo a *Security Clearance Check*.

13.6.5 *Contractor* further acknowledges that unless stated otherwise by the *Owner* in writing, *Security Clearance Checks* must be completed for each *Affected party* and each *Affected party* must receive clearance in accordance with the timelines set out in 13.6.5(i) and 13.6.5(ii) in order for *Contractor* its staff and *Subcontractors* to perform any part of the *Work* required for the *Project*. Accordingly:

(i) *Contractor*, its directors, officers, owners, partners, if applicable, shareholders (if a privately held corporation and as requested by *PPEB*) and *Contractor's* staff then assigned to the *Project* must receive clearance prior to award of the *Contract*; and

(ii) *Subcontractors* (including each of the *Subcontractor's* directors, officers, owners, partners, shareholders and staff who will be required to perform any part of the *Work*), must receive clearance prior to performing any part of the *Work*.

13.6.6 The *Owner* will provide *CSO* with all forms and information necessary to coordinate and facilitate the required *Security Clearance Checks*.

13.6.7 *Contractor's CSO* shall obtain:

(i) written consent to perform a *Security Clearance Check*, in the form provided by the *Owner*, from each *Affected Party*; and

(ii) any other information that the *Owner*, in its sole and absolute discretion acting on the direction of *PPEB*, may deem necessary in order to conduct a *Security Clearance Check* on the *Affected Parties*;

and shall submit this information to the *Owner* in the prescribed form, where required.

13.6.8 As a consequence of any *Security Clearance Check*, the *Owner*, acting promptly on the determination by *PPEB*, may notify *Contractor's CSO* that an *Affected Party* did not receive clearance. Upon request by the *Owner*, *Contractor* will remove and replace any such *Affected Party* in accordance with GC13.6.11 and GC 13.6.12 so that such *Affected Party* is no longer performing the *Work* or any part thereof. *Contractor* further acknowledges and agrees that the *Owner* shall be acting reasonably and consistent with applicable laws if the *Owner* requests the replacement of an *Affected Party* who did not receive clearance following a *Security Clearance Check*.

13.6.9 During the term or any extension term of this agreement, *Contractor* shall ensure that, within five (5) *Working Days* of becoming aware of any change, *Contractor* shall inform the *Owner* in writing of any:

- (i) change to any information related to *Security Clearance Checks* for any existing *Affected Party* to enable *PPEB* to update the individual's *Security Clearance Check*; and
- (ii) addition to the *Affected Parties* for the purpose of enabling *PPEB* to perform *Security Clearance Checks* on any such new *Affected Party*. *Contractor* shall provide any such information in accordance with GC 13.6.4, 13.6.5 and GC 13.6.7.

13.6.10 All administrative costs incurred by *Contractor* in complying with the requirements of this GC 13.6 shall be borne solely by *Contractor*.

13.6.11 If any *Affected Party* refuses to consent to a security check performed in accordance with this GC13.6 or if any security check performed in accordance with this GC13.6 relating to any *Affected Party* assigned to fulfil *Contractor's* obligations under this agreement discloses any security issue relating to the *Affected Party*, the *Owner* may determine that any such *Affected Party* is a security threat and provide written notice to *Contractor* of the *Owner's* determination. Upon receipt of such written notice, *Contractor* shall promptly replace any such *Affected Party*.

13.6.12 Unless otherwise agreed to by the *Owner* in writing, any individual proposed by *Contractor* to replace an *Affected Party* further to GC13.6.11 must possess the equivalent or greater qualifications and experience than that of the *Affected Party* being replaced and such individual must be provided at no incremental cost to the *Owner*.

GC 13.7 COUNTERPART EXECUTION

13.7.1 The *Contract* may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The *Contract* may

be executed and delivered by facsimile or electronic (including pdf) transmission and each of the parties hereto may rely on such facsimile or electronic signature as though such facsimile or electronic signature were an original signature.

END OF DOCUMENT

1 DESCRIPTION OF WORK

- 1.1 Work of this Contract includes furnishing labour, materials, equipment, services, and other related expenses to execute complete construction of facility specified under Contract Documents.

2 CONTRACT DOCUMENTS

- 2.1 The Work shall be performed under one Contract utilizing the Canadian Construction Document CCDC 2, 2008– Stipulated Price Contract, as amended by Section 00 73 00 – Supplementary Conditions. The Contract and the Supplementary Conditions shall govern the performance of each Section of the Specifications.
- 2.2 Project specific supplementary conditions specify part of the work and co-ordination that are the responsibility of the Contractor but are not intended to define the responsibilities between the Contractor and Subcontractors. Ensure that Subcontractors fully understand the total Contract, including the Supplementary Conditions and these project specific supplementary conditions.
- 2.3 Sections of the Specifications are not for the purpose of identifying limits of work between the General Contractor and Subcontractors or between Subcontractors.

3 CONSTRUCTION FACILITIES

- 3.1 Provide and maintain all fences, barricades, lights, and other protective structures or devices necessary for the safety of workers, equipment, the public, and property as required by Provincial or Municipal laws and regulations, and local ordinances, laws, and other requirements of the county, Province, and other authorities having jurisdiction with regard to safety precautions, operation, and fire hazards.

4 PERMITS, CERTIFICATES AND FEES

- 4.1 The Contractor shall ensure that copies of all Inspection or Review Reports issued to the Contractor or Subcontractors are forwarded immediately to the Consultant and the Owner.
- 4.2 The Contractor is responsible for the payment and pickup of all building permits and the permit fees shall be incorporated in the Contract price, all as indicated in Supplementary Condition GC 10.2 – LAWS, NOTICES, PERMITS, AND FEES.
- 4.3 The Contractor shall obtain and pay for an electrical permit as required by the Electrical Safety Authority and shall submit the Final Inspection Certificate with the As-Built documents.

5 CONSTRUCTION SCHEDULE

- 5.1 The Contractor shall comply with Construction schedule requirements as set out in Supplementary Condition GC 3.5. The Construction schedule shall be produced in Microsoft Project 2003 format. The first submission of the Construction schedule shall be accompanied by a Critical Materials Delivery Schedule.
- 5.2 The Construction schedule must include, but not be limited to, the following milestones:
- 5.2.1 Kick-off meeting date;
 - 5.2.2 Long lead delivery item dates;
 - 5.2.3 Shop Drawings submission start and finish dates;
 - 5.2.4 Major work packages' start and finish dates;
 - 5.2.5 Substantial Completion date; and
 - 5.2.6 Completion of the Work date.

6 CONSTRUCTION MEETINGS

- 6.1 All parties concerned must be informed of meetings, the time and location of such must be approved by the Owner.
- 6.2 A Project Notification meeting must be held at the site no less than 48 hours prior to the commencement of the Work to finalize all working constraints.
- 6.3 The Contractor shall arrange for and attend bi-weekly meetings with the Owner and/or Consultants. Additional meetings will be scheduled by the Owner as required. The Contractor shall produce minutes of these meetings and distribute them to invited parties no later than 72 hours after the meeting.
- 6.4 The Contractor shall hold weekly project meetings during construction in order to co-ordinate the work of Subcontractors. The meeting schedule shall be acceptable to the Owner, and shall be established at commencement of the Work.
- 6.5 The Contractor shall ensure that representatives of the Contractor and Subcontractors attend the weekly Subcontractor co-ordination meetings and those representatives of the Owner, the Consultant and sub-consultants are invited to attend all meetings. The Contractor shall produce minutes of these meetings and distribute them to invited parties.
- 6.6 For the duration of the Work, the Contractor shall provide and pay for a suitable room (if required) and associated facilities in which to hold all site meetings.

7 SITE RECORDS

In addition to the Documents at the Site requirements as set out in General Condition GC 3.9, the following requirements shall apply:

- 7.1.1 The Contractor shall maintain on site, one complete set of Contemplated Change Orders, Change Orders and Site Instructions;
- 7.1.2 The Contractor shall, as the Work progresses, record deviations from the Contract Documents in red on a separate set of As-Built Drawings; and
- 7.1.3 Prior to issuance of a Certificate of Substantial Performance of the Work, the Contractor shall transfer all recorded deviations to 4 clean sets of white prints, neatly printed to match original drawings, and with both sets annotated as "AS-BUILT RECORD" and all which shall be promptly submitted by the Contractor to the Consultant for review and conversion to Record Drawings in accordance to IO CAD Standards.

8 MAINTENANCE AND WARRANTY DATA

In addition to the requirements set out in Supplementary Condition 5.4.5, the Contractor shall comply with the following requirements:

- 8.1 During the course of the Work, the Contractor shall develop an Operations and Maintenance Manual in accordance with the requirements indicated in the specifications. The draft manual shall be submitted to the commissioning authority and the Owner for review and approval prior to Substantial Performance of the Work.
- 8.2 If the Project is registered for LEED certification, the Operations and Maintenance Manual shall include a re-commissioning manual that prescribes ongoing testing for the maintenance of the performance levels established for LEED certification and as indicated in the specifications.
- 8.3 Prior to submitting its written application for Substantial Performance of the Work, the Contractor shall submit to the Consultant four (4) copies of both electronic (CD) and hardcopies of Operations and Maintenance Manual, Shop Drawing, Warranty and Subcontractor List assembled in vinyl covered 3-ring loose leaf D-ring binders labeled "Operations, Maintenance and Warranty Manual" with a list of contents, broken down by construction divisions. The Manuals shall include maintenance data for finishes, equipment and systems, with parts list and Suppliers' addresses and phone numbers, all as previously agreed-to in draft form as indicated in 8.1 and 8.2 above.

9 SHOP DRAWINGS AND SAMPLES

In addition to the requirements set out in General Condition GC 3.10, the Contractor shall:

- 9.1 Arrange for the preparation of all Shop Drawings and samples by the Subcontractors and Suppliers immediately upon notification of award of Contract;
- 9.2 Check and certify as correct all Shop Drawings and Product data sheets prior to issuing to the Consultant. In the case of nonconforming or incomplete submittals the contractor shall be solely responsible for additional project costs and/or schedule delays at no additional costs to the owner;
- 9.3 Within Five (5) working days following the contract execution, submit the shop drawings for consultant's review;
- 9.4 Submit Shop Drawings in six copies to the Consultant along with electronic version, clearly identify the Contractor, the Project, the Consultant, and the Specifications section pertaining to the Shop Drawing (Faxed and generic documents are not acceptable);
- 9.5 Submit 2 samples as requested in Specifications sections, identifying the manufacturer, Product, colour and Specification section, and insuring Installed work matches the reviewed sample.

10 BY-LAWS

The following shall apply in addition to the requirements set out in General Condition 10.2 and as modified by Supplementary Conditions 10.2.4 and 10.2.5.

- 10.1 Where applicable, all plans and specifications shall be deemed to be supplemented by the Ontario Building Code and/or the National Building Code of Canada, whichever may apply. At all times, the Work must be in accordance with all existing municipal regulations.

11 SAFETY REGULATIONS

The following shall apply in addition to the requirements set out in General Condition 9.4 and as modified by Supplementary Conditions 9.4.1, 9.4.2, 9.4.3 and 9.4.4.

- 11.1 Conform with and strictly enforce compliance with the Construction Safety Act and other similar regulations in force at the place of work.
- 11.2 Observe and enforce construction safety measures required by the latest edition of the NBCC, provincial government, WCB, and municipal statutes.
- 11.3 Provide current MSDS sheets for applicable materials at the Project Notification Meeting.
- 11.4 No "hot work" shall be executed without obtaining the appropriate permit. The contractor shall coordinate with the Facility Manager for the required Permit and will be subject to the Facility Manager's review and approval timelines.

12 MAINTENANCE OF ONGOING OPERATION OF EXISTING FACILITY

12.1 The Contractor shall be aware and shall be responsible for making all Subcontractors and Suppliers aware of the necessity of maintaining the ongoing operation of the tenant in the adjoining occupancy within the building. All work shall be coordinated and scheduled to prevent any disruption to those operations. The Contractor shall provide all necessary hoarding and dust barriers.

13 COST BREAKDOWN AND SUBCONTRACTOR INFORMATION

13.1 For the Work, the Contractor shall use the Subcontractors and Subcontractor prices as documented on the Bid submission. The Subcontractor and pricing information shall be broken, as defined by the Construction Specifications Institute (CSI)'s Master Format, with HST shown separately. The total of individual prices plus separate HST shall amount to total Contract Price.

13.2 Neither the list of Subcontractors nor their Bid prices shall be changed without the Owner's written approval.

14 EXISTING SERVICES

14.1 In accordance with General Condition GC 9.1.2 as modified by Supplementary Condition 9.1.2, establish locations and protect all existing utilities and services.

14.2 Cap off and remove unused utility services within the building as approved by the Consultant and the utility company involved.

15 TEMPORARY FACILITIES AND SERVICES

15.1 Temporary power, water and heating for construction purposes are provided on site for the Contractor.

15.2 The existing building space shall be maintained with heat such that the inside temperature is held above freezing at all times. The Contractor shall carry the cost of any supplemental heating.

15.3 N/A.

15.4 N/A

15.5 The Landlord is responsible for general snow clearing of the site. The Contractor shall be responsible for any additional snow or ice clearing required for safety or work reasons.

16 CLEANING

In addition of the requirements set out in General Condition GC 3.13, the Contractor shall:

16.1 Keep the Place of the Work free from accumulated waste and swept daily;

- 16.2 Maintain cleaning of all areas of the Place of the Work until the Owner has taken full possession or until final completion of the Work;
- 16.3 Prior to any inspection for Substantial Performance of the Work, provide full clean up by approved cleaning company, replace any damaged or broken materials, remove temporary protections and remove dust, stains, sealant and adhesives and any accumulations of construction materials, debris or rubbish both in the interior and exterior of the Place of the Work; and
- 16.4 Prior to final completion of the Work and application for final payment, provide a final cleanup of the Place of the Work to the satisfaction of the Consultant.

17 PROTECTION

In addition to General Condition GC 9.1 as modified by Supplementary Conditions 9.1.1.1, 9.1.2, 9.1.5, and 9.1.6, the Contractor shall:

- 17.1 Provide and maintain all necessary fences, barricades, lights and other protective structures or devices for the safety of the public, workers, existing property and equipment as required by the Provincial or Municipal laws and regulations, local ordinances, laws and other requirements of the Region, County, Province or any other authorities having jurisdiction with regard to safety precautions, operation and fire hazards; and
- 17.2 Keep all access openings and surfaces clear and clean at all times.
- 17.3 The successful bidder will be responsible to conduct a pre-construction site condition survey to document existing conditions in the project work area and other areas to be used by the contractor during construction.

18 CHANGE ORDERS – DIRECTIVES

- 18.1 The Contractor, when notified by the Owner of proposed changes in the Work pursuant to General Condition GC 6.2, shall within five (5) days, submit for the Owner's approval, a fully itemized estimate of the costs of the proposed changes. Such estimate shall be in a form approved by the Owner.
- 18.2 Where the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Cost and contract Time, or where the costs of the proposed change cannot reasonably be determined by estimate, the Owner shall direct the Contractor in writing to proceed with the work for the proposed change and submit for the Owner's approval, a correct and fully documented account of the actual cost of labour, materials and equipment in respect thereof, as set out in General Conditions GC 6.3.6 and 6.3.7 as modified by Supplementary Conditions 6.3.7.1 (1), (2), (3), and (4).
- 18.3 The value of an additional change in the Work shall be determined by adding to the cost, whether determined by estimate or actual cost, a percentage markup for the

Contractor's overhead and profit as described in Supplementary Condition 6.2.3.

- 18.4 The Contractor's overhead and profit is understood to include, without limitation, the following:
- 18.4.1 the Contractor's head office and administration expenses, associated travelling /accommodation/meal costs, financing costs including holdback and bonding costs;
- 18.4.2 all supervision, coordination, administration, margin and risk of undertaking within stipulated amount;
- 18.4.3 the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other Site supervision staff above foreperson level employed directly on the Work;
- 18.4.4 use of temporary offices, sheds and other general temporary Site support facilities and all utilities used therein;
- 18.4.5 all premiums (and any deductibles that become payable) for all insurance for which the Contractor is required to purchase and maintain in relation to the Work (including, without limitation, general liability insurance, automobile liability insurance, boiler and machinery insurance and "all risks" property insurance); and
- 18.4.6 miscellaneous additional costs related to:
- consumable materials - i.e. any item that is expendable such as rags, rope, fasteners, etc. or replacement parts (such as abrasive wheels, dies, welding tips, etc.);
 - tools and equipment, including rented tools and equipment, with original cost of less than one thousand five hundred (\$1,500.00) dollars;
 - premiums for overtime/shift time, unless approved by the Owner in writing prior to the work being performed;
 - travel and subsistence costs incurred while travelling in discharge of duties, including vehicles on site unless specifically required to carry out the work;
 - licenses and permits, except when these are special for a particular item of work;
 - other miscellaneous employee benefits;
 - other miscellaneous training;
 - safety and protection measures, including training; and
 - engineering, As-Built Drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance of the

Work, as well as commissioning.

- 18.4.7 Where the cost of a proposed Change Order or Change Directive is a credit to the Contract Price, such credit shall be exclusive of the Contractor's overhead and profit, the Owner shall certify such increase or decrease in the Contract Price accordingly.
- 18.4.8 Pending final determination of the value of a change in the Work, payment will not exceed fifty percent (50%) on account of the changes and such payment shall be made upon receipt of the Consultant's certificate.
- 18.4.9 If any Change Order or Change Directive that creates a deviation in, or omission from, the Work causes the amount of Work to be decreased, or causes the whole or any portion of the Work to be dispensed with, the Owner shall not be liable to the Contractor and its Subcontractors for any costs or damages whatsoever including, without limitation, any indirect, consequential or special damages, such as loss of profits, loss of opportunity or loss of productivity.
- 18.4.10 Notwithstanding General Condition GC 6.3.6.2; for work deleted from the Contract, the credit to the Owner for Contractor's percentage fee shall be based on the net estimated cost of the Work.

19 TOXIC AND HAZARDOUS SUBSTANCES

- 19.1 Notwithstanding General Condition GC 9.2; if instructed to do so by the Owner, the Contractor shall take all necessary steps in accordance with applicable legislation in force at the Place of the Work to safely remove and dispose the toxic or hazardous substances, while ensuring minimal impact on Contract Time. Assignment of all costs associated with such Contractor action shall be settled as provided for in General Condition GC 9.2.

20 CONSTRUCTION SAFETY

In addition to General Condition GC 9.4 as modified by Supplementary Conditions 9.4.1, 9.4.2, 9.4.3, and 9.4.4, the following conditions shall apply:

- 20.1 Prior to commencement of the Work, the Contractor shall submit to the Owner:
- 20.1.1 Copies of all necessary health and safety permits, notifications and related health and safety documents as called for in the Contract Specifications and/or by any authority having jurisdiction at the Place of the Work;
- 20.1.2 A Site Specific Hazard Assessment;
- 20.1.3 A Site Specific Safety Plan;
- 20.1.4 Copies of all Workplace Hazardous Materials Information System, Material Safety Data Sheet for controlled products to be brought onto or into the Place of the work, or if unknown as at the commencement of the Work, prior to receiving such controlled products at the Place of the Work.

- 20.2 The Contractor shall participate in the Construction Kick-off meeting prior to commencing the Work and fill out, sign and comply with all related and relevant documents required by the Owner.
- 20.3 The Contractor shall ensure that all prescribed posting requirements are posted on the Place of the Work for all workers to view.
- 20.4 The Contractor represents and warrants to the Owner that the Contractor's employees and Subcontractors have been properly trained are familiar with the applicable health and safety legislation and if required by the Owner, shall provide proof of such familiarization and training.
- 20.5 The Contractor shall ensure that its employees and Subcontractors comply with the foregoing conditions and any site specific health and safety protocols and that all Subcontractors attend the Contractor's safety meetings and site inspections as required.
- 20.6 During the construction, the Contractor shall submit the following to the Owner, without delay:
- 20.6.1 Copies of all reports or directions issued by provincial or municipal health and safety inspectors pertaining to the Work;
- 20.6.2 Copies of all site incident/accident reports issued pertaining to the Work;
- 20.6.3 Copies of all monthly health and safety inspections and meeting.

21 INDEPENDENT TESTING & INSPECTION

- 21.1 The cost of Independent Testing & Inspection shall be paid for by the Contractor, as authorized by the Owner, from the Cash Allowance, provided such allowance is identified in the contract documents.
- 21.2 The Independent Testing and Inspection Company shall have the authority to stop work should the perceived deficiencies in the quality of material or workmanship warrant. The Contractor shall be responsible for conveying all Reports and Test Results from the Independent Testing and Inspection Company to the Owner and Consultant.

22 PROJECT CORRESPONDENCE

- 22.1 The Contractor's representative shall communicate daily with the Owner's designated contact.

23 INVOICE PROCEDURES

In addition to General Conditions GC 5.2 and GC 5.3 as modified by Supplementary Conditions 5.2.8, 5.2.9, 5.2.10, and 5.3.1.3, the following Invoice submittal procedures shall apply.

- All consultant approved invoices complete with the required backup are to be submitted electronically to ioinvoice@colliersprojectleaders.com, with a copy to the project manager.
 - The invoice must be accompanied with the following supporting documentation:
 - Valid WSIB Certificate
 - Breakdown of Application of Payment
 - Certificate of Payment
 - Statutory Declaration
 - Publication of Daily Commercial News (holdback draw only)
- The subject line of the email must include the Colliers Project Leaders Inc. project manager's name and the Colliers Project Leaders Inc. P.O. number
- The invoice must reference the full project number and the Colliers Project Leaders Inc. P.O number

Failure to Comply with the above process will lead to rejection and return of the invoice submission

24 FINAL REVIEW

- 24.1 The **OAA/OGCA Take-Over Procedures** document shall be followed with regard to Substantial Performance and Project Completion take-over procedures.
- 24.2 At the completion of the Work, the Contractor shall attend a Project Handover meeting with the Owner to provide a demonstration of the mechanical components of the Work and to answer any questions regarding the Work.
- 24.3 Final review for completion will not take place until authorities having jurisdiction have inspected the Work and provided certificates of approval, and all Warranty information, guarantees, maintenance manuals and As-Built Drawings have been received, reviewed and approved.
- 24.4 Deficiencies shall be corrected on an on-going basis through the life of the Work. The Contractor shall notify the Owner and Consultant when, in its opinion, the Work is complete. The Consultant and Owner shall then undertake a final inspection accompanied by the Contractor's representative. The Contractor shall be given an itemized deficiency list at this time. These deficiencies shall be corrected within a time designated in a notice to the Contractor.
- 24.5 The Contractor shall notify the Owner and Consultant prior to the scheduled completion of the deficiency corrections, so that a re-inspection can be scheduled. Should further inspections be found necessary due to uncorrected deficiencies, all costs incurred by the Consultant and Owner for additional inspections shall be back-charged to the Contractor.
- 24.6 In addition to General Conditions GC 12.3 as modified by Supplementary Condition

12.3.2 the following shall apply.

24.7 Within one month of the one-year warranty period, the Contractor, Consultant, and Owner shall visit the Place of the Work in order to document all outstanding deficiency or Warranty items. The Contractor shall promptly rectify all outstanding Warranty and deficiency items.

25 WORK RESTRICTIONS

25.1.1 Take precautions during inclement weather and provide adequate protection to Work and construction materials from damage.

25.1.2 Continue Work including winter months, if applicable, until Work is completed and accepted.

25.1.3 Inclement weather or extra work caused thereby shall not be considered valid reason for additional payment or delay in satisfactory conclusion of Work.

25.1.4 Work shall be confined to Work Site limits indicated on Drawings and/or within area defined by property lines. Work on Municipal property shall be carried out under regulations of respective Municipality and authorities having jurisdiction including without any limitations any associated fees, permits, insurance or bonding required.

25.1.5 Assume responsibility for care, custody and control of Site and perform work to extent covered in Contract Documents. Make good damage to existing Site and existing buildings (if any) due to Work of this Contract.

25.1.6 Provide roads, walks, ramps, stairs and such other means of access as required. Maintain temporary entrances to building(s) including enclosed hoardings as required. Maintain access to existing service entrance(s) at all times, including ready access for fuel oil trucks and delivery vehicles. Bridge excavations to safely support any load that could be imposed or provide personnel to assist in deliveries to building(s) as required.

25.1.7 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request meeting with Colliers Project Leaders Inc. Project Manager in order to reach agreement as to time and length of time you may interfere, possess, obstruct or remove from use any such area or services.

26.0 Relics and antiquities

26.1 Relics and antiquities and items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found on Site or in building(s) to be demolished, shall remain property of the Owner. Protect such articles and request direction from Owner.

26.2 Give immediate notice to Owner if evidence of archaeological finds is encountered during construction, and await written instructions before proceeding with work in this area.

27.0 Working Hours

27.1 All work shall be performed.....

28.0 Utilities Shutdown Process

28.1 If a service disruption will have an impact, or potential impact, to the operation of IT services, fourteen (20) working days' notice must be provided by submitting a form provided by the Facility Manager or the Owner. The 20 working days does not include Government of Ontario statutory holidays. The following information will need to be provided to the client The following information will need to be provided to the client in order to submit a request:

- Planned outage start date and time;
- Planned outage end date and time;
- Estimated duration of outage (length of time an outage will occur within the implementation window);
 - Reason for outage;
 - Impact to environment (what would be the state of the environment during the implementation of the change);
 - Description of the implementation;
 - What steps will be executed to revert the environment or service to its pre-change state;
- What steps will be taken after the change is executed to verify that the change was successful.

In order to submit a request:

- Planned outage start date and time;
- Planned outage end date and time;
- Estimated duration of outage (length of time an outage will occur within the implementation window);
 - Reason for outage;
 - Impact to environment (what would be the state of the environment during the implementation of the change);
 - Description of the implementation;
 - What steps will be executed to revert the environment or service to its pre-change state;
 - What steps will be taken after the change is executed to verify that the change was successful.

28.2 The contractor shall be responsible to confirm the utility shutdown requirements during the bidding process and shall allow for cost and schedule adjustments.

29.0 Additional Security Clearance

29.1 In addition to security requirements noted in GC 13.6 the following security clearance must be obtained:

- N/A

29.2 N/A

End of Section

VENDOR PERFORMANCE SCORECARD-General Contractor

Contract Reference #: _____
 Contract Description: _____
 Legal Name of Vendor: _____
 Vendor Address: _____
 PMSP Name: _____

RATING LEGEND*

- 1 Consistently falls far below expectations (-0-25% of expectations met)
Provided if performance jeopardized the achievement of Contract requirements, despite additional oversight.
- 2 Frequently misses expectations (-26- 50%)
Provided if there are a number of performance issues that required additional (IO/PMSP) oversight to ensure that performance was maintained to meet
- 3 Mostly meets expectations, but sometimes misses expectations (-51-75%)
Provided if there are very minor performance issues and the Vendor has otherwise met the Contract requirements.
- 4 Consistently meets expectations (-76%-99%)
Provided if there are no performance issues, and the Vendor has met the Contract requirements.
- 5 Meets expectations. (100% of expectations met)
Provided if the Vendor has demonstrated a performance level in measurable excess of Contract requirements.

***REFER TO THE APPLICABLE VENDOR PERFORMANCE SCORECARD GUIDE**

1.0 QUALITY (60%)		Rating
1.1	<p>Rate the Vendor's performance in accordance with the contract / project specifications and compliance with applicable IO standards (e.g. Building Sustainability Standards, Accessibility, etc.).</p> <p>The Contractor maintained skilled trades and workers on the site. The Contractor was prompt reporting errors and inconsistencies in the contract documents and facilitated proactive resolution. The Contractor did not provide reasonable notification for tests, inspections and approvals. At substantial performance there was defective work. The Contractor was prompt and effective at correcting defective work identified by the consultant throughout the project.</p>	0
1.2	<p>Rate the competency of staff that provided the goods / services.</p> <p>The Contractor did not provide the necessary site supervision. The site superintendent did not effectively address site issues. The Project Manager did not effectively manage the construction team. The Project Manager did not effectively address issues on time. The job site was not maintained in a safe and tidy condition.</p>	0
1.3	<p>Rate the Vendor's ability to meet the delivery commitments based on the approved project / deliverable schedule.</p> <p>The Contractor did not consistently prepare, submit and update the construction schedule. The Contractor did not always submit fair pricing for change order requests. The project was not completed in accordance with the agreed upon schedule. The Contractor was not proactive to achieve substantial performance in accordance with the agreed upon schedule. The Contractor did not proactively publish the Certificate of Substantial Performance.</p>	0
1.4	<p>Project Close-Out: Rate the performance of the Vendor with respect to close-out</p> <p>The Contractor did not submit the necessary documentation with its application for Substantial Performance. The Contractor did not complete all deficiencies noted at substantial performance within the required time. The Contractor did not provide the required as built drawings to the Consultant in a timely manner. The Contractor did not produce its invoice on time. The Contractor did not close out the permits.</p>	0
TOTAL RATING: SECTION 1.0 QUALITY		0
2.0 PARTNERSHIP (20%)		Rating
2.1	<p>Rate the Vendor's performance in terms of ease of doing business with.</p> <p>The Contractor's documentation to support its application for substantial performance was not completed accurately. The Contractor did not provide current as built drawings with its application for progress payments. Applications for payment were not submitted on time and were incomplete. The Contractor did not provide the Consultant with the required as-built drawings. The Contractor did not take the steps necessary to minimize disruptions to on-going customer operations.</p>	0
2.2	<p>Rate the Vendor's management capability in terms of issue identification, problem resolution, availability and</p> <p>The Contractor did not address/resolve issues in a timely manner. The Contractor was not proactive to identify and resolve issues. The Contractor did not comply with the rules and regulations concerning health and safety. The Contractor did not deal with health and safety issues in a timely manner. There were instances of notification non-payment from sub-contractors and/or suppliers.</p>	0

<p>2.3 Rate the Vendor's performance in terms of identifying and implementing ideas and advice throughout the term of the Contract.</p> <p>The Contractor was not collaborative with stakeholders.</p> <p>The Contractor did not communicate scheduling issues and/or did not propose mitigation measures.</p> <p>The Contractor did not work collaboratively with the Consultant and/or the PMSP Project Manager.</p> <p>The Contractor did not demonstrate improvement with respect to identified performance issues.</p>	0
TOTAL RATING: SECTION 2.0 PARTNERSHIP	0

<p>3.0 VALUE FOR MONEY (20%)</p> <p>3.1 Rate the performance of the Vendor relative to the contracted cost for the goods or services received?</p> <p>The Contractor did not originally submit complete and/or fair pricing for contemplated change notices.</p> <p>There were no cost saving measures proposed by the Contractor.</p> <p>Cash allowances were not effectively managed.</p>	0
TOTAL RATING: SECTION 3.0 VALUE FOR MONEY	0

OVERALL PERFORMANCE RATING	0.0
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PROJECT MANAGER ADDITIONAL COMMENTS



DATE VPS PREPARED: _____ PREPARED BY: _____
 NAME: _____ SIGNATURE: _____

DATE VPS REVIEWED: _____ REVIEWED BY: _____
 NAME: _____ SIGNATURE: _____

VENDOR COMMENTS:

VENDOR ACCEPTANCE DATE: _____ ACCEPTED BY: _____
 NAME: _____ SIGNATURE: _____



Certificate of Insurance

To be completed only by the Insurer or by its representative.

Name of Insured:	Colliers Project Leaders Contact Name, Address and Telephone Number:
Address and Telephone Number of Insured:	
Operations of Named Insured for which certificate is issued:	
<small>(Note: Provide specific project information including the Colliers Project Leaders contract number)</small>	

1. Commercial General Liability: Liability limits not less than \$5000000 per occurrence, deductible not exceeding \$5000. Deductible \$				
Insuring Company	Policy Number	Policy Limit(s) \$ (per occurrence)	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				
Umbrella/Excess Insurer:				
<input type="checkbox"/> Applicable to Auto Coverage				
Contractor's Pollution Liability Insurer, Sudden and Gradual:				
Aircraft & Watercraft Liability Insurer, if applicable:				

Commercial General Liability provisions:

- a) Colliers Project Leaders Inc., Ontario Infrastructure and Lands Corporation and Her Majesty the Queen in Right of Ontario are added as Additional Insureds, with respect to liability arising out of the operations of the 'Named Insured' in which the additional Insured(s) have an interest.
- b) The policy includes Cross-Liability and Severability of Interest provisions, Blanket Form Contractual Liability, Owner's and Contractor's Protective Liability, Broad Form Property Damage, Contingent and/or Employer's Liability, Non-Owned Automobile Liability, Products/Completed Operations and any other provision relevant to the contract work. If applicable to the insured operations, coverage for Blasting, Pile Driving and/or Collapse is included.
- c) The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to Colliers Project Leaders.

2. Automobile Liability, if applicable: Liability limits not less than \$5000000 per occurrence. Deductible \$				
Insuring Company	Policy Number	Policy Limit(s) \$	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)



Certificate of Insurance

3. Contractor's Equipment Broad Form Insurance: (If Applicable) Deductible: \$ [] Contractor's tools & equipment, materials and supplies in an amount to reflect the replacement cost. Policy includes a Waiver of Subrogation Clause in favour of Colliers Project Leaders Inc..				
Insuring Company	Policy Number	Policy Limit(s) \$	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)

4. Broad Form Property Insurance: Products, supplies and equipment and/or systems, including boiler and machinery, that forms part of the Work**. Deductible not exceeding \$5,000.				
Identify Policy Type: Builders' Risk <input type="checkbox"/> Deductible: []		Policy Includes: Warranties * <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake <input type="checkbox"/>		
Boiler & Machinery <input type="checkbox"/> Deductible: []		Testing & Commissioning <input type="checkbox"/>		
Insuring Company	Policy Number	Policy Limit(s) \$	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)

* If 'Yes' is indicated for Warranties, provide specifics here:

** Broad Form Property Insurance shall have limits not less than the sum of 1.1 times the contract price.

All of the above policies (with the exception of the Automobile Insurance, Section 2 above) must include a clause that states that if the policy is cancelled during the period of coverage, as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to Colliers Project Leaders.

CERTIFICATION

I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) stated in the 'Expiry Date' provision, unless notice is given in writing in accordance with the provision of this Certificate.

Date	Broker's or Insurer's Name and Address	Signature and Stamp of Certifying Official