

## **TENDER DOCUMENTS**

# **Proposed Commercial Development Site Work and Building Shell CRU1,2, 3 and CRU4**

First Ave.

St. Thomas, Ont.

**ARCHITECTURAL DESIGN ASSOCIATES INC., ARCHITECT**  
**WINDSOR, ONTARIO**

**GENERAL CONTRACT**

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**SECTION 1B  
SPECIAL INFORMATION TO TENDERERS  
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## 1.0 PLANS, SPECIFICATION AND TENDER FORMS

Plans and Tender Forms and all necessary information will be sent **electronically** by the architect; Architectural Design Associates Inc. Architect, 1670 Mercer Street, Windsor, Ontario, and will be made available to the **Windsor and London Construction Associations** and **Diazo/Curry Blueprint (Windsor)** for hard copy printing requirements. **Any and all prints will be at your expense.**

## 2.0 LOCATION

The site location is First Avenue, St. Thomas, Ontario

## 3.0 WORK

The work to be carried out under this Contract will include the furnishing of all labour, supervision, equipment and materials necessary to carry out the General Contract for the – Proposed Addition & Interior Fit-Up to Existing Building for the Brick.

Below is a summary of the work to be completed the General Contractor.

New interior and exterior renovations, including but not limited to ALL site demolition, new construction as indicated in the tender documents.

## 4.0 OWNER

For the purpose of this Tender, the Owner is: **Rock Developments (St. Thomas) Inc.**

Any reference in these documents to the Owner or the Corporation shall mean **Rock Developments (St. Thomas) Inc.**

## 5.0 CONTRACT DEPOSIT OR BID BOND

A Bid Bond is not required for this tender.

## 6.0 CLOSING DATE FOR TENDERS

Sealed Tenders, clearly marked  
**Tender for 'GENERAL CONTRACT'**  
Proposed Commercial Development  
Site Work & Building Shell CRU1,2,3 and CRU4  
First Avenue, St. Thomas, Ontario.

shall be submitted to:

Rocco Tullio  
Rock Developments  
19 Amy Croft Drive, Unit #201  
Tecumseh, ON N9K 1C7  
rtullio@rockdevelopments.ca

will be received up until **2:00 p.m** local time **Monday March 25, 2019**

**Note: Email submitted bids will be accepted for this tender**

## 7.0 LIST OF DRAWINGS

### Site Works

#### Architectural

A0.1 SITE PLAN

#### Civil

C1.0 GENERAL NOTES, LEGENDS & DETAILS

C2.0 SITE SERVICING PLAN – REFERENCE ONLY NOT PART OF CONTACT

C3.0 GRADING & PAVEMENT PLAN

C4.0 SEWER EASEMENT PLAN

#### Electrical

E101 ELECTRICAL LEGEND

E102 ELECTRICAL SPECIFICATIONS

E201A ELECTRICAL SITE PLAN

E201B LIGHTING SITE PLAN

E202 SITE PLAN ANALYSIS

E203 ELECTRICAL LEGEND

E204 SITE PLAN DETAILS

#### Landscape

LA-1 LANDSCAPE PLAN

LA-2 LANDSCAPE DETAILS

## CRU1, 2, 3 BUILDING SHELL

#### Architectural

A0.1 WINNERS GENERAL NOTES, VENDORS, MISC. SITE DETAILS, ABBREVIATIONS

A0.2 PETSMART REQUIRED VENDORS, MATERIAL PRODUCT SCHEDULE

A0.3 WALL TYPES, CONTROL JOINT & DEMISING WALL DETAILS, NOTES

A1.1 KEY FLOOR PLAN, ELEVATIONS

A1.2 ROOF PLAN, ROOF DETAILS

A1.3 ROOF DETAILS

A1.4 ROOF DETAILS

A2.1 WINNERS ENLARGED FLOOR PLAN, NOTES

A2.2 PETSMART ENLARGED FLOOR PLAN, GENERAL NOTES, FLOOR FINISHES, DETAILS

A2.3 MARKS WORK WEARHOUSE ENLARGED FLOOR PLAN

A3.1 ENLARGED ELEVATIONS

A3.2 ENLARGED ELEVATIONS

A4.1 WALL SECTIONS, DETAILS

A4.2 WALL SECTIONS, DETAILS

A4.3 WALL SECTIONS, DETAILS

A4.4 WALL SECTIONS, DETAILS

A4.5 WALL SECTIONS, DETAILS

A4.6 WALL SECTIONS, REFUSE

ENCLOSURE PLAN & ELEVATIONS

A5.1 WINNERS DETAILS

A5.2 PETSMART DETAILS

A6.1 WINNERS DOOR & WINDOW

SCHEDULES & DETAILS

- A6.2 PETSMAR WINDOW & DOOR SCHEDULES & DETAILS
- A6.3 MARKS WINDOW & DOOR SCHEDULES, DETAILS & SPECIFICATIONS
- A6.4 MARKS SPECIFICATIONS

### **Structural**

- S1.0 CRU 1-2-3 GENERAL NOTES
- S2.0 CRU 1-2-3 FOUNDATION & S.O.G. PLAN, SCHEDULES AND NOTES
- S2.1 CRU 1-2-3 OPTION 2 - CAISSON AND GRADE BEAM FOUNDATION PLAN
- S4.0 CRU 1-2-3 FOUNDATION SECTIONS
- S5.0 CRU 1-2-3 ROOF FRAMING PLAN, SECTIONS AND DETAILS
- S6.0 CRU 1-2-3 ROOF FRAMING SECTIONS
- S7.0 CRU 1-2-3 FRAMING ELEVATIONS

### **Mechanical**

- FP-1 CRU-1, CRU-2, CRU-3 SHELL BUILDING FIRE PROTECTION
- M-1 GENERAL NOTES, DETAILS, EQUIPMENT SCHEDULE HVAC SHELL BUILDING
- M-2 CRU-1 SHELL BUILDING HVAC LAYOUT
- M-3 CRU2, CRU3 SHELL BUILDING HVAC LAYOUT
- M-4 CRU-1 SHELL BUILDING ROOF - HVAC LAYOUT
- M-5 CRU-2, CRU-3 SHELL BUILDING ROOF - HVAC LAYOUT
- P-1 GENERAL NOTES, DETAILS, SCHEDULES PLUMBING - SHELL BUILDING
- P-2 CRU-1 SHELL BUILDING PLUMBING LAYOUT
- P-3 CRU2, CRU3 SHELL BUILDING PLUMBING LAYOUT
- P-4 CRU-1 SHELL BUILDING ROOF GAS PIPING LAYOUT
- P-5 CRU-2, CRU-3 SHELL BUILDING ROOF GAS PIPING LAYOUT

### **Electrical**

- E-101 ELECTRICAL LEGEND
- E-102 ELECTRICAL SPECIFICATIONS
- E-201 BUILDING CRU 1,2&3 KEY PLAN
- E-202A BUILDING CRU 1 GROUND LIGHTING & POWER PLAN
- E-202B BUILDING CRU 2 GROUND LIGHTING & POWER PLAN
- E-202C BUILDING CRU 3 GROUND LIGHTING & POWER PLAN
- E-203 BUILDING CRU 1,2&3 ROOF PLAN
- E-301 ELECTRICAL DETAILS
- E-302 ELECTRICAL DETAILS
- E-302 PANEL SCHEDULES

## **CRU4 BUILDING SHELL**

### **Architectural**

- A0.2 WALL TYPES
- A1.1 FLOOR PLAN, DETAILS
- A1.2 ROOF PLAN, ROOF DETAILS
- A3.1 EXTERIOR ELEVATIONS
- A3.2 EXTERIOR ELEVATIONS
- A4.1 WALL SECTIONS
- A4.2 WALL SECTIONS
- A4.3 WALL SECTIONS
- A4.4 WALL SECTIONS
- A4.5 WALL SECTIONS

- A4.6 WALL SECTIONS, DETAILS
- A6.1 DOOR & WINDOW SCHEDULES

### **Structural**

- S0.1 CRU4 FOUNDATION, GENERAL NOTES
- S1.0 CRU4 FOUNDATION, SCHEDULES AND NOTES
- S1.1 CRU 4 FOUNDATION SECTIONS & DETAILS
- S2.0 CRU4 SLAB-ON-GRADE, NOTES & DETAILS
- S3.0 CRU4 LINTEL PLAN & OVERHANG CANOPY PLAN
- S4.0 CRU4 ROOF FRAMING PLAN, NOTES & DETAILS
- S4.1 CRU4 ROOF FRAMING SECTIONS & DETAILS
- S5.0 CRU4 STEEL ELEVATIONS

### **Mechanical**

- M-1 GENERAL NOTES, DETAILS, EQUIPMENT SCHEDULE, HVAC - SHELL BUILDING
- M-2 SHELL BUILDING FLOOR PLAN HVAC LAYOUT
- M-3 SHELL BUILDING ROOF PLAN HVAC LAYOUT
- P-1 GENERAL NOTES, DETAILS, SCHEDULES, PLUMBING - SHELL BUILDING
- P-2 SHELL BUILDING FLOOR PLAN PLUMBING LAYOUT
- P-3 SHELL BUILDING FLOOR PLAN PLUMBING LAYOUT

### **Electrical**

- E-101 ELECTRICAL LEGEND
- E-102 ELECTRICAL SPECIFICATIONS
- E-201 BUILDING CRU 4 GROUND LIGHTING & POWER PLAN
- E-202 BUILDING CRU 4 ROOF PLAN
- E-301 ELECTRICAL DETAILS
- E-302 DISTRIBUTION RISER DIAGRAM

## **8.0 INSURANCE**

The successful tenderer must provide to the Owner the following:

### **General Liability Insurance**

Certificate of Insurance must provide a minimum liability insurance coverage of not less than Two Million dollars (\$ 2,000,000.00). per occurrence for bodily injury, death and damage to property, including loss of use thereof.

The consultants and the Owner shall be named as additional insurers. For work within the rights of way, the Contractor must provide the necessary insurance and documentation as required by the respective municipalities.

### **Automobile Liability Insurance**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than One Million Dollars inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide the Owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage:

- (1) Standard non-owned automobile policy including standard contractual liability endorsement.
- (2) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

### **Property Insurance**

- (1) All risks property insurance shall protect the work and Owner's property and property adjacent to the place of work and shall be in the joint names of the Contractor, the Owner and the Consultant.  
This insurance shall be maintained continuously until thirty (30) days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (2) The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers. When the extent of the loss or damage has determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Architect may decide in consultation with the Contractor.
- (3) Payment for loss or damage: The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds. In addition, the Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the work.
- (4) The Contractor shall be responsible for deductible amounts under the policies.
- (5) The Contractor shall provide the Owner with proof of insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. This proof of insurance shall clearly list in writing which risks and perils are not covered by the policy. These exemptions shall not include any perils necessary to complete the work.
- (6) If the Contractor fails to provide or maintain insurance as required in this Clause or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor and the Consultant. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may



deduct the costs thereof from monies which are due or may become due to the Contractor.

#### **9.0 PERFORMANCE AND MAINTENANCE BOND (WARRANTY)**

A Performance and Maintenance Bond is **not required** for this project.

#### **10.0 LABOUR AND MATERIAL PAYMENT BOND**

A Labour and Payment Bond is **not required** for this project.

#### **11.0 COMPLETION DATE**

The Tenderer shall complete all work as described in these tender documents in a timely manner.

#### **12.0 SUBSTANTIAL PERFORMANCE AND TOTAL PERFORMANCE**

Substantial Performance of the Contract is defined as follows:

- a) When the improvement to be made under the Contract is ready for use or is being used for the purposes intended; and
- b) When the improvement to be made under the Contract is capable of completion, or where there is known defect, correction, at a cost of not more than:
  - (i) 3 percent of the first \$500,000 of the Final Contract Price.

Total Performance of the Contract is defined as "all work at all facilities, including the correction of deficiencies is finished, acceptance testing has been completed and approved and acceptance in writing by the Owner has been received" or as further defined in the Technical Specifications and Construction Lien Act.

#### **13.0 PROGRESS PAYMENTS AND HOLDBACK**

Progress Payments for work completed will be made to the Contractor on a monthly basis for work completed. Materials on site will not be paid for unless incorporated into the finished work unless approved by the Architect / Engineer. The Architect / Engineer will prepare the payment certificate in consultation with the Contractor.

Progress Payment shall be subject to a holdback of ten percent (10%) of the value of the work completed in accordance with the requirements of the Contract Documents.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the Architect/Engineer, until deficiencies in any part of the constructed works are rectified or completed

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Lien Act and after the following required documentation has been submitted by the Contractor.

- a) Certificate of Clearance from the Workers' Compensation Board.
- b) Confirmation of publication of the Certificate of Substantial Performance in the Daily Commercial News.
- c) A Statutory Declaration stipulating that all accounts with regard to this Contract have been settled with suppliers and subcontractors.
- d) A Contract Release agreeing to the Final Contract Amount.

#### **14.0 HARMONIZED SALES TAX**

The Contractor should be aware of his responsibility for payment to Revenue Canada of the Harmonized Sales Tax. The Contractor will be required to calculate and include the following in his tender.

- (1) Tender Price (not including HST)
- (2) Total Tender Price (including **13%** HST)

Item (2) above will be considered as the Contract Tender Price. For the purpose of evaluating Tenders, Item (2) **must** be the Tender Price plus 13%. If a percentage other than 13% is added, the tender will be assumed to be in error.

#### **15.0 CONSTRUCTION SCHEDULE**

The contractor shall within (5) days after receipt of the Purchase Order submit a construction schedule in consultation with the Consultant for approval showing activities and completion dates.

#### **16.0 EXCESS MATERIALS**

All materials determined to be excess by the Architect / Engineer, including earth and rock excavation, broken concrete, rubble and broken asphalt, shall be removed from the site by the Contractor. He shall make his own arrangement as to disposal, but must comply with Federal, Provincial and Municipal Regulations attaching thereto.

The cost of removal and disposal of excess materials shall be included in the Contractor's tendered prices.

All existing interior building components, fixtures etc., noted as removed or demolished shall be salvaged and stored on site unless directed otherwise by Owner. DO NOT remove or dispose of any salvageable item.

#### **17.0 CONSTRUCTION MEETINGS**

The Contractor shall set up bi-weekly progress meetings in order to ensure coordination of the project. Minutes of each meeting shall be prepared by the Contractor and forwarded within three (3) days after the meeting to all concerned in as many copies as required. Such meeting will take place on site within a designated area as chosen by the Architect and/or client.

#### **18.0 PRE-CONSTRUCTION SITE VISIT**

A pre-construction site meeting will be not held for this project.

## 19.0 DEVELOPERS TENDER REQUIREMENTS - SCHEDULE A

General **MUST** submit with their pricing on closing of all the trades and their pricing (minimum 3 for each sub trade) for review by owner.

- Full time qualified supervision on site at all times.
- Rain days are to be made up in same week or following week.
- Clean and safe and secure site at all times.
- 30 foot trailer with hydro and heat/air-conditioning.
- All permits to be paid by General Contractor.
- All utilities used on site to be paid by General Contractor.

SECTION 2

**FORM OF TENDER**

**Proposed Commercial Development  
Site Work & Building Shell CRU1,2, 3 and CRU4**

First Ave.  
St. Thomas, Ont.

**GENERAL CONTRACT**

March 2019

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To **Rock Developments (St. Thomas) Inc.**

\_\_\_\_\_, the undersigned having examined the site of the works, Information to Tenderers, Form of Tender, General Conditions of Contract, Technical Specifications and Drawings prepared by **Architectural Design Associates Inc., Architect, Architect**, 1670 Mercer Street, Windsor, Ontario, N8X 3P7, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

\_\_\_\_\_ attached Addenda to the said Documents, this the

firm of \_\_\_\_\_

Being a \_\_\_\_\_

which \_\_\_\_\_ registered under the laws of the Province of

\_\_\_\_\_ hereinafter called the "Tenderer" or "Contractor" with head

office at \_\_\_\_\_

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Tender Documents and attached Addenda for the

**TOTAL TENDER PRICE (including HST):**

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\_\_\_\_\_ (\$\_\_\_\_\_)

or such other sums as may be finally ascertained in accordance with the allowance for addition and deductions as set out in the Tender Documents

# GENERAL CONTRACT

March 2019

Total Tender Price (not incl.hst) \$ \_\_\_\_\_

Add 13% H.S.T. \$ \_\_\_\_\_

**Total Tender Price (including H.S.T.) = \$ \_\_\_\_\_**

The Tenderer agrees, if his Tender is accepted, to supply any additional materials and equipment and to execute any additional work, or to deduct any work as may be required in strict conformity with the requirements of the Contract and that the prices applicable to additions to the work and to deductions there from shall be determined based on the General Conditions of the Contract.

And also agrees that until the Form of Agreement is completed and executed, this Tender, together with the acceptance thereof by the Owner shall constitute a binding Contract between the Owner and the Tenderer, regardless of whether or not any other Tender has been previously accepted.

And also agrees to have this Tender open for acceptance for a period of sixty (60) days from the closing date of Tenders.

And also agrees that the Owner has the right to accept or reject all or any portion of this Tender.

**SIGNED AND SUBMITTED** for and on behalf of:

\_\_\_\_\_  
**TENDERER'S SIGNATURE**

\_\_\_\_\_  
**NAME AND TITLE**

\_\_\_\_\_  
**NAME OF CORPORATION**

**NOTE:**

If this Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof, who shall subscribe his name and office

**WITNESS** \_\_\_\_\_

**DATED AT** \_\_\_\_\_

**THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_

**20** \_\_\_\_\_

**SEAL:**

## **SECTION 3**

### **GENERAL CONDITIONS**

The General Conditions of the  
Canadian Construction Document  
Committee No.2 Stipulated Price  
Contract, 2008, Form part of  
the Contract Documents

(Only to be included in the executed  
Contract Document )

The General Conditions of the contract shall be "The General Conditions of the Stipulated Price Contract" forming part of the "Standard Construction Document CCDC2 2008" and shall be amended as follows:

**1. Definitions delete paragraph 6 and substitute the following:**

6. Contract Documents

The *Contract Documents* consist of the executed Agreement and The General Conditions of the Contract, the Bid Form, the Instructions to Bidders, the Amended General Conditions, Supplementary General Conditions, Specifications, Drawings and such other documents as are listed in Article A-3 of the Agreement including all amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

11. "NOTICE IN WRITING"

Add the following:

"NOTICE IN WRITING" shall be transmitted in the form of a *Request for Information* (RFI). The *Consultant* will distribute to *Sub-Consultants* as deemed.

Add new definitions:

27. **Install**

*Install* means completion of the following activities, including the associated labour, services, plant, construction machinery and equipment required to:

- .1 Position and adjust *Products* in final placement,
- .2 Affix and anchor *Products* in final placement, in accordance with manufacturers 'instructions and *Contract Documents*,
- .3 Commission and adjust *Products* for proper operation.

28. **Make Good**

*Make Good* means to restore to at least the quality of, and leave in no worse condition than, the original.

29. **Proposed Change**

A *Proposed Change* is a written instruction by the *Consultant* directing the *Contractor* to provide the following:

- Amount of an adjustment in the *Contract Price* or *Cash Allowance*.
- The extent of the adjustment in the *Contract Time* if any.

**2. GC 1.1 CONTRACT DOCUMENTS**

2.1 1.1.6 Add 1.1.6.1:

1.1.6.1 "The *Contractor* is the sole arbiter and coordinator of the *Contract* and neither the organization of the specifications into divisions, sections and parts, nor the arrangement of the drawings shall oblige the *Consultant*, or the *Owner* to act as arbiter to establish limits of responsibility between the *Contractor* and its *Subcontractors*

- 2.2 1.1.7.1 Add to fourth bullet point the words "as amended" behind "The General Conditions".
- 2.3 1.1.7 Add 1.1.7.5:
- .5 in case of discrepancies the *Contract Documents*, noted or specified materials shall take precedence over graphic indications."
- 2.4 1.1.10 Delete this section and substitute the following:
- 1.1.10 The Owner shall provide the *Contractor*, without charge, up to twenty (20) copies of the *Contract Documents* to perform the work. Additional copies of the *Contract Documents* requested by the Contractor shall be at the *Contractor's* expense.
- 2.5 Add new paragraph 1.1.11
- 1.1.11 Syntax
- .1 Where the words 'accepted', 'reviewed', 'designated', 'directed', 'inspected', 'instructed', 'permitted', 'required', and 'selected' are used in the *Contract Documents*, they are deemed to be followed by the words 'by the *Consultant*', unless the context provides otherwise.
- .2 Where the words 'acceptable', 'submit' and 'satisfactory' are used in the *Contract Documents*, they are deemed to be followed by the words 'to the *Consultant*', unless the context provides otherwise.
- 3. GC 2.1 AUTHORITY OF THE CONSULTANT**
- 3.1 2.1.3 Delete from line 2, "against whom the *Contractor* makes no reasonable objection and".
- 4. GC 2.2 ROLE OF THE CONSULTANT**
- 4.1 2.2.8 Add 2.2.8.1:
- 2.2.8.1 Questions shall be submitted by the *Contractor* in the form of a "Request for Information" or "Proposed Change" or "Change Directive".
- 5. GC 2.4 DEFECTIVE WORK**
- 5.1 2.4.1 Add 2.4.1.1:
- 2.4.1.1 "The *Contractor* shall rectify in an acceptable manner all other defective work and like deficiencies throughout the *Work* whether or not they are specifically identified by the *Consultant*".



5.2 2.4.2 Delete in its entirety and substitute new paragraph 2.4.2:

2.4.2 Owner, the Owner's own forces or the Owner's other contractors, for work destroyed or damaged or any alterations necessitated by the Contractor's removal, replacement or re-execution of defective work.  
The Owner may appoint the Contractor to rectify any such deficiencies to other contractor's work, at the Contractor's expense.

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

6.1 Add new paragraph 3.1.3:

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

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

7.1 3.2.2 Delete clause 3.2.2.2, in its entirety.

7.2 Add new paragraph 3.2.7:

3.2.7 Placing, installing, application and connection of the Work by the Owner's own forces or by other contractors, on and to the Contractor's Work will not relieve the Contractor's responsibility to provide and maintain the specified warranties.

#### 8. GC 3.7 SUBCONTRACTORS AND SUPPLIERS

8.1 Add new paragraph 3.7.7:

3.7.7 The Contractor agrees not to change Subcontractors without the Owner's and/or Consultant's written authorization.

#### 9. GC 3.8 LABOUR AND PRODUCTS

9.1 Add new paragraphs 3.8.4 & 3.8.5

3.8.4 The Contractor shall use and install all manufactured materials, equipment, appliances and products strictly in accordance with the manufacturer's specifications unless otherwise indicated in the Contract Documents.

- 2.4.2 The *Contractor* shall promptly pay the Owner for costs incurred by the Contract Documents.
- 3.8.5 The *Contractor* shall not substitute any materials, equipment or products for those specified or use any method other than that specified without first obtaining the prior consent in writing of the *Consultant*.
- 2.4.2 The Contractor shall promptly pay the Owner for costs incurred by the product or method shall be made in writing to the Owner, and shall:

- .1 Identify the material, equipment, product or method to be substituted;
- .2 Identify the substitute;
- .3 Provide the name of the manufacturer of the substitute and his address;
- .4 Provide the name of the supplier of substitute and his address;
- .5 Provide a reason for proposing the substitute;
- .6 Provide details and description of alternatives.

The *Contractor* shall assume responsibility to determine that the substituted material, equipment or product meets the space requirements shown in the drawings and described in the specifications.

The *Contractor* shall also be responsible for any additional costs incurred in connection with the installation of any such substitutes material, equipment or product."

## 10. GC 3.9 DOCUMENTS AT THE SITE

### 10.1 Add new paragraph:

- 3.9.2 The *Contractor* shall note on the *Contract Documents* all deviations in construction complete with revised dimensions to clearly identify the as built conditions for all construction trades.

## 11. GC 3.10 SHOP DRAWINGS

### 11.1 Delete 3.10.12 and substitute as follows:

3.10.12 The *Consultant* is permitted ten (10) working days to review shop drawings from date of receipt, to the date of issuance, for return by post, courier, etc.

Should the *Consultant* review require the re-submission of shop drawings, ten (10) working days is again permitted for review.

Should the *Contractor* submit a large number of shop drawings the *Consultant* will notify the *Contractor* within three (3) days of receipt, an estimated time for processing.

11.2 Add 3.10.13:

3.10.13 The review of shop drawings by the *Consultant* does not authorize a change in quantity, *Contract Price* or *Contract Time*.

## 12. ADDITIONAL GENERAL CONDITIONS

12.1 Add new General Conditions 3.14 and 3.15:

### GC 3.14 RIGHT OF ENTRY

3.14.1 The *Owner* shall have the right to enter upon and occupy the *Work*, in whole or in part for the purpose of placing fittings and equipment or for such other uses as it may wish. Both the *Owner* and the *Contractor* shall cooperate with the other, so as to permit the *Contractor* to complete the *Work* and the *Owner* to place fittings and equipment in the most efficient manner possible. Such entry and occupancy shall not be interpreted as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibilities under the *Contract*.

### GC 3.15 CONSTRUCTION SAFETY

3.15.1 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*."

## 13. GC 4.1 CASH ALLOWANCES

13.1 4.1.3 Add new paragraph 4.1.3.1:

4.1.3.1 The *Consultant* will issue a *Cash Allowance Disbursement Authorization* (CADA) signed by *Owner*, *Contractor* and *Consultant*.

13.2 4.1.4 Delete in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances will be reallocated at the *Consultant's* direction to cover the shortfall without additional overhead and profit charges being attributed. Overhead and profit may only be charged to overruns on the total of all cash allowances.

13.3 4.1.5 Delete in its entirety and substitute new paragraph 4.1.5:

4.1.5 The unexpended total cash allowance amount will be deducted from the *Contract Price*.

13.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, competitive tenders for portions of the *Work*, to be paid for, out of cash allowances.

**15. GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

15.1 Revise the heading "**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**" to read "**GC 5.1 FINANCING INFORMATION REQUIRED.**"

15.2 5.1.1 Delete from line 1, "before signing the *Contract*".

15.3 5.1.1 Delete from line 1, "thereafter".

15.4 5.1.1 Add new sentence:

The Contractor shall, at the request of the Owner, promptly from time to time furnish to the Owner reasonable evidence that financial arrangements have been made to fulfill the Contractor's obligations under the *Contract*.

15.5 5.1.2 Delete in its entirety and substitute new paragraph 5.1.2:

5.1.2 The Owner and Contractor shall notify each other in writing of any material change in its financial arrangements during the performance of the *Contract*.

**17. GC 5.3 PROGRESS PAYMENT**

17.1 5.3.1 Delete from line 5.3.1.2, "calendar" and substitute "*Working Days*".

17.2 5.3.2 Delete from line 5.3.1.3, "20 calendar days" and substitute "*20 Working Days*".

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

18.1 Add new paragraph 5.4.4:

5.4.4 The Contractor shall submit, with the application for *Substantial Performance of the Work*, all guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, as-built drawings, and specifications, spare parts, maintenance materials and any 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. Failure to submit all of the foregoing materials and documentation in conformance with the *Contract Documents* shall be grounds for the Consultant to reject the Contractor's application for *Substantial Performance of the Work*.

18.2 Add new paragraph 5.4.5:

5.4.5 The publication by the *Contractor* of the Certificate of Substantial Performance of the Work shall constitute a waiver by the *Contractor* of all claims whatsoever against the *Owner* under this *Contract* whether, for a change in the *Contract Price*, extension of *Contract Time* or otherwise, except those made in writing, prior to the *Contractor's* application for payment upon *Substantial Performance of the Work*, and still unsettled.

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

19.1 5.5.1 Add new clauses 5.5.1.3, 5.5.1.4 and 5.5.1.5:

- .3 submit written request for release of holdback including a declaration that no written notices of lien have been received by it.
- .4 submit a Worker's Compensation Board Certificate of Clearance.
- .5 submit a written confirmation from the bonding company that it has been notified of the intent to claim release of holdback money.

19.2 5.5.3 Delete in its entirety.

**20. GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

20.1 5.6.1 Delete in its entirety and substitute new paragraph 5.6.1:

5.6.1 Application for progressive release of holdback will not be considered.

20.2 5.6.2 Delete in its entirety.

20.3 5.6.3 Delete in its entirety.

**21. GC 5.7 FINAL PAYMENT**

21.1 5.7.2 Delete from line 1, "calendar" and substitute "Working Days".

21.2 5.7.4 Delete from line 2, "5 calendar" and substitute "20 Working Days".

21.3 Add new paragraph 5.7.5:

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

- .1 *Contractor's* written request for release of holdback, including a declaration that no written notices of lien have been received by it.
- .2 *Contractor's* Statutory Declaration CCDC 9A
- .3 *Contractor's* Workers' Compensation Board Certificate of clearance
- .4 Written confirmations from the bonding company that it

has been notified of the intent to claim release of holdback money.

- .5 Certificate of Search of Title from a solicitor testifying there are no liens registered relative to the *Work*.
- .6 Written statement that the *Work* has been performed to the requirements of the *Contract Documents*, itemizing approved changes in the *Work*, *Consultant's* written instructions and modifications required by authorities having jurisdiction.

## 22. PART 6 CHANGES IN THE WORK

22.1 Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, 6.1.9, 6.1.10 and 6.1.11:

- 6.1.3 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.
- 6.1.4 Where work is added, the *Contract Price* shall be increased only by the net actual value of the work added including taxes, but excluding *Value Added Taxes*, plus the following, identified separately:
  - .1 *Contractor's* mark-up on its own work:
    - .1 Overhead and Profit: 10%
  - .2 *Contractor's* mark-up on Subcontractor's work:
    - .1 Overhead and Profit: 5%
  - .3 *Subcontractor's* mark-up on its own work:
    - .1 Overhead and Profit: 10%
  - .4 *Subcontractor's* mark-up on Subcontractors work:
    - .1 Overhead and Profit: 0%
- 6.1.5 Overhead includes all site and head office overheads not including insurance and bonding.
- 6.1.6 Labour costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus Statutory charges on labour including Workers' Compensation, Unemployment Insurance, Canada Pension, Vacation Pay, Hospitalization and Medical Insurance.
- 6.1.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*, submitted in a format acceptable to the *Consultant*.

## SECTION 4

## AMMENDED GENERAL CONDITION

- 6.1.8 Unit and Alternative Prices included in the *Contract* include *Supply*, installation, *Products*, equipment, services, materials, labour, overhead, profit and taxes, but exclude *Value Added Taxes*.
  - 6.1.9 The *Owner*, through the *Consultant*, reserves the right to authorized payment for changes in the *Work* by means of *Cash Allowance Disbursement Authorizations*.
  - 6.1.10 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
  - 6.1.11 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof.
- 23. GC 6.3 CHANGE DIRECTIVE**
- 23.1 6.3.2 Delete in its entirety.
  - 23.2 6.3.3 Delete in its entirety.
  - 23.3 6.3.11 Delete in its entirety.
- 24. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**
- 24.1 6.4.1 Delete 6.4.1.2 in its entirety and substitute new paragraph 6.4.1.2:
    - 6.4.1.2 The *Contractor* shall promptly notify the *Consultant* in writing, if in its opinion, the subsurface or otherwise concealed physical conditions at the *Place of Work* differ materially from those indicated in the *Contract Documents*, or a reasonable assumption of probable conditions based thereon.
  - 24.2 Add new paragraph 6.4.5
    - 6.4.5 The *Contractor* acknowledges and declares its understanding and awareness that any information furnished by the *Owner* is approximate and speculative only and is not in any manner guaranteed by the *Owner*.
- 25. GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT**
- 25.1 7.2.3 Delete from line 2 of clause 7.2.3.4, "OF THE OWNER".
- 26. GC 8.1 AUTHORITY OF THE CONSULTANT**
- 26.1 8.1.1 Add to line 3, prior to "findings", the words "interpretation and".
  - 26.2 8.1.2 Delete in its entirety.
  - 26.3 8.1.3 Delete in its entirety.
  - 26.4 Add new paragraphs 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.6 and 8.1.7:

- 8.1.2 The claimant shall give written notice of such dispute to the other party no later than twenty (20) *Working Days* after the receipt of the *Consultant's* interpretations or findings given under GC 2.2 - ROLE OF THE CONSULTANT. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the *Contract Documents*. The other party shall reply to such notice no later than ten (10) *Working Days* after it receives or is considered to have received it, setting out in such reply its grounds and other relevant provisions of the *Contract Documents*.
- 8.1.3 If the matter in dispute is not resolved promptly, the *Consultant* will give such instructions as, in its opinion, are necessary for the proper performance of the *Work* and to minimize delays pending settlement of dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim it may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which it was required to do beyond those which the *Contract Documents* correctly understood and interpreted would have required it to do, including costs resulting from interruption of the *Work*.
- 8.1.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of its rights or resources, provided it has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.3.
- 8.1.5 If the parties have agreed to submit disputes to arbitration pursuant to a Supplementary Condition to the Contract, or by subsequent agreement, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the *Place of Work*.
- 8.1.6 If no provision or agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 8.1.7 In recognition of the obligation by the *Contractor* to perform the disputed work as provided in paragraph 8.1.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.



**27. GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

27.1 Delete General Condition GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION in its entirety.

**28. GC 8.3 RETENTION OF RIGHTS**

28.1 Delete General Condition GC 8.3 RETENTION OF RIGHTS in its entirety.

**29. GC 9.1 PROTECTION OF PERSONS AND PROPERTY**

29.1 9.1.1 Delete "except damage which occurs as the result of:

- .1 errors in the *Contract Documents*;
- .2 acts or omissions by the *Owner*, the *Consultant* other contractors, their agents and employees."

29.2 Add new paragraphs 9.1.5 and 9.1.6:

9.1.5 The *Contractor* shall not undertake to repair and/or replace any damage whatsoever to adjoining property or acknowledge the same was caused by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed.

9.1.6 Notwithstanding paragraph 9.1.4, where there is danger to life or property, the *Contractor* may take such emergency action as is necessary to remove the danger and shall indemnify and hold harmless the *Owner* and the *Consultant*, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to such action.

**30. GC 10.2 LAWS, NOTICES, PERMITS AND FEES**

30.1 10.2.2 Change "The *Owner*" to read "The *Contractor*", in the first line.

**31. GC10.4 WORKERS COMPENSATION**

31.1 Add to item 10.4.1 after *Commencing of Work*, all progress draws

**33. GC 11.1.1 INSURANCE**

33.1 11.1.1.1 General Liability Insurance

- .1 Revise the first line to read as follows

"General Liability Insurance shall be in the joint names of Contractor, Owner, Prime Consultant with limits of not less than \$2,000,000.00 per occurrence and with a property damage deductible not exceeding \$2,500.00. Owner and Consultants as follows:

## SECTION 4

## AMMENDED GENERAL CONDITION

- (a) Rock Developments (St. Thomas) Inc.  
19 Amy Croft Drive, Unit #201  
Town of Lakeshore, ON N9K 1C7
- (b) Architectural Design Associates Inc., Architect  
1670 Mercer Street  
Windsor, Ontario N8X 3P7
- (c) Aleo Associates Inc. Consulting Engineers  
804 Erie St. East  
Suite 100  
Windsor, Ontario N9A 3Y4
- (d) ANDA Engineering Ltd.  
5125 Ardoch Road  
Ardoch, Ontario K0H 1C0
- (e) E-Lumen International Inc.  
595 Cityview Blvd.  
Suite 204/205  
Vaughan, Ontario L4H 3M7
- (f) Bezaire Partners  
302-180 Eugenie St. West  
Windsor, Ontario N8X 2X6

.2 Add the following:

"The insurance shall preclude subrogation claims by the insurer against anyone insured there under".