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TENDER DOCUMENTS

'GENERAL CONTRACT' – New Main Floor Kitchen Addition & Second Floor Swing Suite

to;

**BEACHGROVE GOLF AND COUNTRY CLUB,
14134 Riverside Drive East, Tecumseh, Ontario**

ARCHITECTURAL DESIGN ASSOCIATES INC., ARCHITECT
WINDSOR, ONTARIO

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**SECTION 1 A
GENERAL INFORMATION TO TENDERERS**

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1.0 INFORMAL TENDERS

Tenderers are required to complete all blank spaces in the Form of Tender.

At all times when completing contract Documents, the Tenderer shall use his full name.

When filling in the Form of Tender, the Tenderer shall complete the blank spaces after the words "being duly incorporated company", "limited company", "sole proprietorship" as the case may be, followed by "which is" or "which is not" registered.

All entries in the Form of Tender shall be made in ink or by electronic type. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders, which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the Tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

The Tenderer shall give the Total Tender Price both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces or unit prices, item prices, lump sums, time for completion and other information in the Form of Tender.

2.0 ACCEPTANCE OR REJECTION OF TENDERS

The Owner reserves the right to reject any or all Tenders or to waive or not to waive any informalities, as it may deem advantageous.

The lowest tender may not necessarily be determined the successful Tenderer, the stated length of time to complete construction, previous similar experience, references etc., will all be considered.

A Tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Architect, with the written authorization of the Owner has issued a written order to commence work to the Tenderer.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance of the non-acceptance by the Owner or by reason of any delay in the acceptance of a Tender same as provided in the Contract.

3.0 EXAMINATION OF SITE

The submission of a Tender shall be deemed proof that the Tenderer has satisfied himself as to all the conditions which he may enter into the carrying out of the Tender to a satisfactory conclusion and no claims will be entertained from a Tenderer who was uninformed as to any of the provisions or conditions intended to be covered by the Tender.

The Tenderer shall make his own estimate of the facilities and difficulties to be encountered including site conditions, roof conditions and the overall nature of the existing building construction. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site and site conditions.

4.0 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he be in doubt as to the meaning or any part of such documents, he should notify the Architect, preferably in writing and not later than three days before the closing date for tenders. If the Architect considers that a correction, explanation or interpretation is necessary or desirable, he will issue an addendum to all who have taken out tender documents.

No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.

Tenderers are advised that neither the Tenderer or the Owner shall take advantage of any apparent errors. The Architect reserves the right to make corrections to any apparent error including, written notification to all Tenderers of corrections or clarifications.

5.0 PLANS AND SPECIFICATIONS

It will be the Tenderer's responsibility to clarify any details in question in this Tender or shown on the accompanying plans before submitting his Tender. The unit prices, as tendered, shall include the supply of all labour, materials and equipment to complete this Tender to the satisfaction of the Architect. No allowance will be made for the Tenderer not being familiar with this Tender.

6.0 PRIME TENDERER

The Tenderer shall bid on all sections of the appropriate Tender and the Architect will deal only with the Prime Tenderer whose name is shown in the Agreement, or his appointed representative.

This Contract will be awarded to one Tenderer only.

7.0 WORK SUBSIDIES

The successful Tenderer shall supply all information to the Owner required for recovery of any subsidies accruing to the Owner under a Federal or Provincial Works program or other similar work incentive program.

All subsidies shall be the property of the Owner and no claims will be allowed or payments made to the Tenderer by the Owner in respect of any subsidies.

8.0 ADDENDA

Addenda to the Tender shall be either delivered or sent by registered mail, sent by facsimile (fax) or email. The Addenda shall be inserted in the Tender Documents immediately preceding the Form of Tender.

If the Addenda are issued, the Tenderer shall indicate the number of issued addenda in the appropriate blank space on the Form of Tender.

If no Addenda are issued, the Tenderer shall stroke out the words "and _____ addenda to the said documents" in the Form of Tender.

9.0 LABOUR CONDITIONS

Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this project.

10.0 DISPROPORTIONATE BIDS

The owner reserves the right to reject any Tender which would appear to contain disproportionate unit prices for the various works included in this Contract.

11.0 WORKERS' COMPENSATION

Clearance Certificates from the Workplace Safety and Insurance (WSIB) will be required before commencement of the work and before final payment is made.

12.0 PROVISIONAL ITEMS

Items of work included in the Form of Tender noted as "Provisional" may be deleted from the Contract at the discretion of the Owner. If any Provisional Item, or part thereof, is deleted from the requirements of the Contract, the Contractor will have no claim against the Owner for so doing and the Contractor must take this requirement into consideration when determining his unit price and his Total Tender Price.

13.0 MAINTENANCE

The successful Tenderer shall guarantee the work for a period of one year, unless notified otherwise from the Date of Substantial Performance thereof from deficiencies that, in the opinion of the Architect, were caused by faulty workmanship or materials. The successful Tenderer shall, at his own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Architect.

Should the successful Tenderer for any reason fail to do so, then the Owner may do so and employ such other person or persons as the Architect may deem proper to make such repairs or do such work, and the whole costs, charges and expenses so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Owner from the successful Tenderer.

The decision of the Architect shall be final as to the necessity or repairs of any work required to be completed under the provisions of this clause or any other clause or clauses, in the amounts expended therefore.

14.0 HOLDBACK

Progress Payments shall be subject to a holdback of ten percent (10%) (in accordance with the requirements of the Construction Lien Act) of the price of the services and materials which have been supplied.

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

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 Workplace Safety and Insurance Board (WSIB)
- b) Publication of the certificate of Substantial Performance in the Daily Commercial News.
- c) A Statutory Declaration stipulating that all accounts with regard to the Contract have been settled.
- d) A Contract Release agreeing to the final measured quantities and the Final Contract Amount.

Tender for 'GENERAL CONTRACT'
New Main Floor Kitchen Addition & Second Floor Swing
Suite

BEACHGROVE GOLF AND COUNTRY CLUB
14134 Riverside Drive East, Tecumseh, Ontario

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 as noted in the invitation to bid.

2.0 LOCATION

The site location is currently known as; **Beach Grove Golf and Country Club located at 14134 Riverside Drive East.**

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 – **New Main Floor Kitchen Addition & Second Floor Swing Suite located at Beach Grove Golf and Country Club.**

ANTICIPATED START DATE; TO BE FURTHER ESTABLISHED WITH SUCCESSFUL TENDERER/GC. FOR THE PURPOSE OF TENDER ASSUME THE PROJECTED START DATE IS JULY 2023.

THERE ARE SEVERAL MILESTONE COMPLETION REQUIREMENTS THAT WILL BE DETERMINED, SCHEDULING FOR THESE ITEMS WILL BE ESTABLISHED WITH THE SUCCESSFUL G.C.

4.0 OWNER

For the purpose of this Tender, the Owner is:

BEACH GROVE GOLF AND COUNTRY CLUB

Any reference in these documents to the Owner or the Corporation shall mean; **BEACH GROVE GOLF AND COUNTRY CLUB**

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'****New Main Floor Kitchen Addition & Second Floor Swing Suite**

will be received by:

**Beach Grove Golf and Country Club
14134 Riverside Drive East, Tecumseh, Ontario**

Attn.: Mr. Dave Gabriele

will be received up until 12:00 p.m. (noon) local time THURSDAY JUNE 15TH, 2023.

7.0 LIST OF DRAWINGS

ARCHITECTURAL

- D1.1 FIRST FLOOR DEMOLITION PLAN
- D1.2 SECOND FLOOR DEMOLITION PLAN
- A0.1 WALL & FLOOR TYPES
- A0.2 INTERIOR WALL TYPES
- A0.3 KITCHEN PHASED WORK
- A1.0 SITE PLAN
- A1.1 FIRST FLOOR PLAN
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- A1.4 FIRST FLOOR REFLECTED CEILING PLAN
- A1.5 SECOND FLOOR REFLECTED CEILING PLAN
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- A1.8 REFLECTED CEILING LEGEND FINISHES SCHEDULES
- A2.1 ENLARGED PLAN
- A2.2 ENLARGED PLAN
- A2.3 ENLARGED PLANS & ELEVATIONS
- A2.4 ENLARGED PLANS & ELEVATIONS
- A2.5 ENLARGED PLANS
- A3.1 EXTERIOR ELEVATIONS
- A4.1 WALL SECTIONS
- A4.2 WALL SECTIONS
- A4.3 WALL SECTIONS
- A4.4 WALL SECTIONS
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- A4.8 WALL SECTIONS
- A4.9 WALL SECTIONS
- A4.10 WALL SECTIONS
- A4.11 WALL SECTIONS
- A5.1 DETAILS
- A5.2 DETAILS
- A6.1 DOORS SCHEDULE & ELEVATION
- A6.2 WINDOWS SCHEDULE & ELEVATION
- A6.3 HEAD, JAM, AND SILL DETAILS & JAMB DETAILS
- A7.1 STAIR AND ELEVATOR SECTION
- A7.2 STAIR AND RAMP SECTION
- A7.3 ENLARGED STAIR PLANS
- A8.1 SECOND FLOOR FF&E PLAN
- A8.2 MILLWORK DETAILS
- A8.3. MILLWORK DETAILS

K1.1 KITCHEN EQUIPMENT PLAN

CIVIL

C1.0 SERVICING & PAVEMENT PLAN

STRUCTURAL

- S0.1 GENARL NOTES
- S1.1 FOUNDATION PLAN
- S2.1 SLAB ON GRADE PLAN, FIRST FLOOR FRAMING PLAN, FOUNDATION SECTIONS
- S3.1 SECOND FLOOR FRAMING PLAN
- S3.2 PARTIAL FRAMING PLAN
- S4.1 ROOF FRAMING PLAN
- S5.1 STRUCTURAL SECTIONS
- S5.2 STRUCTURAL SECTIONS
- S5.3 STRUCTURAL SECTIONS
- S5.4 STRUCTURAL SECTIONS

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- M-1 FIRST FLOOR PLUMBING PLAN
- M-2 SECOND FLOOR PLUMBING PLAN
- M-3 FIRST FLOOR PIPING PLAN
- M-4 SECOND FLOOR PIPING PLAN
- M-5 FIRST FLOOR HVAC PLAN
- M-6 SECOND FLOOR HVAC PLAN
- M-7 MECHANICAL ROOF PLAN
- M-8 FIRST FLOOR FIRE PROTECTION PLAN
- M-9 SECOND FLOOR FIRE PROTECTION PLAN
- M-10 DETAILS AND SPECIFICATIONS
- M-11 DETAILS AND SPECIFICATIONS
- M-12 DETAILS AND SPECIFICATIONS

ELECTRICAL

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- ES-1 ELECTRICAL SITE PLAN
- E-1 FIRST FLOOR POWER PLAN
- E-2 SECOND FLOOR POWER PLAN
- E-3 FIRST FLOOR LIGHTING PLAN
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- E-5 ELECTRICAL ROOF PLAN
- E-6 DETAILS AND SPECIFICATIONS
- E-7 DETAILS AND SPECIFICATIONS
- E-8 DETAILS AND SPECIFICATIONS

- E-9 DETAILS AND SPECIFICATIONS
- E-10 DETAILS AND SPECIFICATIONS

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 **Five Million dollars (\$ 5,000,000.00)**, 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 City of Windsor or County of Essex 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 **Five 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 ad 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.

COMPLETION DATE(s) WILL BE DETERMINED WITH THE SUCCESSFUL TENDERER/GC. AS NOTED, THERE ARE VARYING MILESTONES FOR COMPLETION THAT WILL ESTABLISHED WITH THE SUCCESSFUL GC.

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 Contact 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.

CONSTRUCTION SCHEDULE WILL ADDRESS THE REQUIRED MILESTONES OF COMPLETION FOR THE CURLING RINK, COOLING TOWER AND ONGOING KITCHEN OPERATION/KITCHEN SHUT DOWN TIMING ETC..

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.

client.



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SECTION 2

FORM OF TENDER

New Main Floor Kitchen Addition & Second Floor Swing Suite

BEACHGROVE GOLF AND COUNTRY CLUB
14134 Riverside Drive East, Tecumseh, Ontario

GENERAL CONTRACT

MARCH 2023

To '**Beach Grove Golf and Country Club**';

, 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, 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 _____ (**excluding HST**):

_____ (\$_____) 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.

New Main Floor Kitchen Addition & Second Floor Swing Suite

**BEACHGROVE GOLF AND COUNTRY CLUB
14134 Riverside Drive East, Tecumseh, Ontario**

GENERAL CONTRACT

MARCH 2023

In addition to the itemized list below all tender submissions shall include a **complete detailed scope of work** outlining inclusions and exclusions, allowances, alternates and options etc., submissions for specific subtrades. Item groupings indicated below may or may not be completed specifically by each subtrade tenderer.

ITEM NO.	DESCRIPTION	TOTAL
-------------	-------------	-------

1) Civil / Site Work:

To include all site related work, demolition, removals, stripping, excavation, removal of any subsurface encountered fills, organics, concrete, asphalt, redundant services etc., provide for all indicated new underground services connections from building/municipal connections, provide all required fill materials, new sidewalks, ramps, steps, slabs, asphalt paving, line painting, signage etc., and including all granular base materials, site drainage and all building service connections, gas, water, hydro, etc,

\$ _____

NOTE:

ANY LANDSCAPING WILL BE BY THE OWNER, general contractor to provide finished grade at general area of work at building/site perimeter

2) Building;

Shell;

- a) To include all building components defined in the drawing package; concrete foundations, deck and concrete floors, roof joists, framing, masonry, batt/spray foam insulations, window and door systems, anchoring systems, wall finishes, stone, EIFS, Brick veneer finishes, all related operational hardware, miscellaneous flashings, ice/water-shields, trims etc., all roof systems, EPDM, TPO, asphalt shingles, membranes, barriers, metal cap flashings, fascia, downspouts, drainage, ventilation, rain water leader details, etc.

\$ _____

Interiors;

- b) Interior finishes, finished walls, all interior stud and board, ceilings, bulkheads etc., all noted insulations, and moisture barriers, floor and wall finishes, tile, carpet, HW, plank etc., millwork, granites, quartz, all related trim and bases. door and frames and all related required hardware etc..

\$ _____

3) Mechanical Systems;

HVAC

- a. Mechanical System scope of work to include all HVAC equipment, RTU, related ductwork distribution and return air, (fire)dampers, diffusers, grille work, exhaust fans, HRV, air exchange, temperature controls, thermostats etc., and all system balancing and reports. (All Kitchen equipment noted below is NOT included in this item)

\$ _____

KITCHEN MECHANICAL:

- b. Supply of the hood, exhaust fans, MUA is provided by the Owner selected kitchen equipment supplier (Williams Food Equipment). Provide cost for installation of kitchen hoods, exhaust ductwork and roof top exhaust fans and Make up air units as provided by Kitchen equipment supplier.

\$ _____

FIRE SUPPRESSION:

- c. Supply and installation of fire suppression system for kitchen hoods

\$ _____

d. **KITCHEN EQUIPMENT:**

All Kitchen equipment is provided by the Owner selected kitchen equipment supplier (Williams Food Equipment). Installation of all these indicated kitchen components, including water, gas, electrical services connections to kitchen equipment components is the responsibility of the GC and related Mechanical and Electrical trades. Williams Food equipment is responsible to move equipment into place.

\$ _____

PLUMBING:

- e. Plumbing work to include all rough-in and finish install work including; drain, waste, vent and supply piping, all noted fixtures, equipment, all hardware, relocation and all new connections

\$ _____

5) Electrical Systems;

Electrical; power distribution, lighting exterior and interior. All specialty connections, all fixtures such as LED pot lights, LED surface mount, specialty fixtures, etc., supplied and installed by the general contractor/electrical subtrade. Including all Information Technology: conduit drops for all data, voice, television and phone systems, extension of building security system etc.,

\$ _____

Total Tender Price \$ _____

Add HST @ 13% \$ _____

**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.

SEAL:

TENDERER'S SIGNATURE

NAME AND TITLE

NAME OF CORPORATION

WITNESS _____

DATED AT _____

THIS _____ **DAY OF** _____

20 _____

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

SUBTRADE LISTING

Provide a complete list identifying the SUBTRADES carried in your Lump Sum Tender submission. General Contractors are NOT permitted to change or alter ANY of these firms without the review and approval of the Client and the Architect;

1. Excavation, Conc. Foundation/Flat Work:	
2. Masonry:	
3. Structural Steel – Misc Metals:	
4. Roofing:	
5. Windows and Doors:	
6. Metal Stud and Drywall:	
7. Mechanical HVAC:	
8. Mechanical Plumbing:	
9. Electrical:	
10. Tile Finishes	
11. Paint and Wall Finishes	
12. Elevator	
13. Millwork	

SECTION 3

GENERAL CONDITIONS

The General Conditions of the
Canadian Construction Document
Committee No.2 Stipulated Price
Contract, 2020, Form part of
the Contract Documents

(Only to be included in the executed
Contract Document. Copies of the Document
can be obtained from the Windsor
Construction Association)

Recommended Supplementary Conditions for the Stipulated Price Contract – CCDC 2-2020

September 15, 2021 (Revised February 10, 2022)

The Standard Construction Document for CCDC 2 Stipulated Price Contract, 2020 English version, consisting of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused

AMENDMENTS TO AGREEMENT

ARTICLE A-5 – PAYMENT

- .1 In paragraph 5.1.1 of Article A-5 add the following words to the end:
“or, where there is no *Payment Certifier*, jointly by the Owner and Contractor”

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

- .1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:
“6.5 Contact information for a party may be changed by *Notice in Writing* to the other party setting out the new contact information in accordance with this Article.”

AMENDMENTS TO DEFINITIONS

- .1 Add the following definition: Proper Invoice
“*Proper Invoice* means a “proper invoice” as defined in the *Payment Legislation*, if any, and as may be modified by written agreement between the parties to the extent permitted by such *Payment Legislation*.”
- .2 Add the following definition: Submittals
“*Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor* such as:
 - *Shop Drawings*, samples, models, mock ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*, and
 - As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.”

SECTION 4

SUPPLEMENTARY GENERAL CONDITIONS

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PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- .1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

1.1.3

The Contractor shall review the Contract Documents for the purpose of facilitating and co-ordination and execution of the Work by the Contractor. The Contractor shall report promptly to the Consultant any ambiguities, design issues or other matters requiring clarification made known to the Contractor or that the Contractor may discover from such a review. Such review by the Contractor shall comply with the standard of care described in paragraph 3.9.1 of the Contract.

1.1.4 Except for its obligation to review the Contract Documents and report the result pursuant to paragraph 1.1.3, the Contractor is not responsible for ambiguities, design issues or other matters requiring clarification in the Contract Documents and does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. Without limiting the foregoing, the Contractor shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the Contract Documents which the Contractor could not reasonably have discovered from such a review in accordance with the standard of care. If the Contractor does discover any ambiguities, design issues or other matters requiring clarification in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received modified or additional information from the Consultant. The impacts of any ambiguities, design issues or other matters requiring clarification in the Contract Documents, including to the Contract Price and Contract Time, shall be addressed by the parties in accordance with Part 6 – CHANGES."

- .2 Add the following to the end of subparagraph 1.1.6.2:

"Except to the extent the Consultant is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3."

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

- .1 In paragraph 2.2.3 add the following to the end:

"Without limiting the foregoing, the Consultant may appoint one or more authorized representatives in writing who may fulfill the obligations of the Consultant under this Contract."

- .2 In paragraph 2.2.8 add the words ", written statements" after the word "interpretations" in both the first and second sentences; and

- i. add the following to the end of paragraph 2.2.8:

"The Owner and the Contractor shall waive any claims against the Consultant arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the Consultant in an unbiased manner, and in accordance with the Consultant's professional standard of care at law."

- .3 In paragraph 2.2.13 add the words "which are provided" before the words "by the Contractor".

GC 2.4 DEFECTIVE WORK

- .1 In paragraph 2.4.1:
- i. Add after the words "shall promptly correct" the phrase "in a manner acceptable to the Owner and the Consultant"; and
 - ii. Add after the words "Contract Documents" the phrase "or work that the Contractor discovers to be defective, whether or not the defective work had been identified by the Consultant, and".
- .2 Add new paragraph 2.4.4 as follows:
- "2.4.4 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day-to-day operation of the Owner."

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

- .1 Add new paragraph 3.2.7 as follows:
- "3.2.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work."

GC 3.7 LABOUR AND PRODUCTS

- .1 Add the following to the end of paragraph 3.7.1:
- "The Contractor represents that it has sufficient skilled employees to replace, subject to the Owner's approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation."

.2 Add new paragraphs 3.7.4 and 3.7.5 as follows:

- "3.7.4 The Owner shall provide the Contractor in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding Products to be supplied by the Owner or other contractors and, prior to delivery of any such Products to the Place of the Work, the Owner shall obtain the Contractor's written approval of the delivery date and proposed storage, protection and installation requirements.
- 3.7.5 Once the Contractor has accepted delivery of Products, the Contractor shall be responsible for the safe storage and protection of Products as required to avoid dangerous conditions or contamination to the Products or other persons or property. Products shall be stored in locations and at the Place of the Work to the satisfaction of the Owner and the Consultant as agreed and approved by the Contractor pursuant to paragraph 3.7.4.

Notwithstanding the foregoing, the Contractor shall not be responsible for any Products supplied by the Owner or other contractors unless:

- (i) the Contract Documents expressly stipulate that such Product is to be the Contractor's responsibility and to be installed by the Contractor as part of the Work;
- (ii) the Contractor has or has received from the Owner proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such Product; and
- (iii) the Owner obtained the Contractor's approval as required by paragraph 3.7.4."

GC 3.8 SHOP DRAWINGS

- .1 Add the words "AND OTHER SUBMITTALS" to the title of GC 3.8 after the words "SHOP DRAWINGS".
- .2 Add the words "and Submittals" after the words "Shop Drawings" in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.
- .3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows: "3.8.2 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and Submittals in an orderly sequence."
- .4 Delete the words "with reasonable promptness so as to cause no delay in the performance of the Work" and replace them with the words "within 10 Working Days or such longer period as may be reasonably required" in paragraph 3.8.7.

GC 3.9 PERFORMANCE BY CONTRACTOR

- .1 Add new General Condition GC 3.9 as follows:

"GC 3.9 PERFORMANCE BY CONTRACTOR

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

.1 Delete paragraph 4.1.7 in its entirety and replace it with the following:

"4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the Place of the Work to avoid delaying the progress of the Work."

.2 Add new paragraph 4.1.8 as follows:

"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."

PART 5 PAYMENT

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

"5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within five (5) Working Days, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

5.4.2 The Consultant will review the Work to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's application:

- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

- 5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the Owner shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the Owner and the Contractor.
- 5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the Contractor no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.
- 5.4.5 The Contractor shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the *Place of the Work*. Except to the extent required by any *Payment Legislation*, such application for release of the holdback shall not constitute an application for payment that is subject to *Proper Invoice* requirements.
- 5.4.6 Where legislation permits progressive release of the holdback for a portion of the Work and the *Consultant* has certified or verified that the part of the Work has been performed prior to *Substantial Performance* of the Work, the Owner hereby agrees to release, and shall release the holdback for such portion of the Work to the Contractor in accordance with such legislation.
- 5.4.7 Notwithstanding any progressive release of the holdback, the Contractor shall ensure that such parts of the Work are protected pending the issuance of a final certificate for payment or until the Owner takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released."

GC 5.5 FINAL PAYMENT

- .1 Add to the end of paragraph 5.5.1 the following sentence:
"The application for final payment shall meet the requirements of a *Proper Invoice*."
- .2 Add the following to the end of paragraph 5.5.3:
"Subject to any *Payment Legislation*, when the *Consultant* finds the Contractor's application for final payment to be not valid, the Contractor shall revise and resubmit the application when the Contractor has addressed the reasons given by the *Consultant*."

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

- .1 Delete the word "and" from the end of subparagraph 6.3.7.18.
- .2 Delete the period from the end of subparagraph 6.3.7.19 and replace it with "; and".
- .3 Add new subparagraph 6.3.7.20 as follows: ".20 safety measures and requirements."

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 6.4.5:

“6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully reviewed the *Place of the Work* and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the Contractor by such review undertaken in accordance with this paragraph 6.4.5.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the Consultant”, at the end of paragraph 6.6.5.

PART 8 DISPUTE RESOLUTION

GC 8.3 ADJUDICATION

- .1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Add the following new paragraphs 8.3.9 to 8.3.13:

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

- .1 a copy of the notice of arbitration;
- .2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this Contract, and;
- .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

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

- .1 has a vested or contingent financial interest in the outcome of the arbitration;
- .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
- .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
- .4 agrees to be bound by the arbitral award made in the arbitration.

- 8.3.11 Without limiting and subject to the Owner and Contractor's rights under paragraph 8.3.12 to challenge whether the Consultant has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:
- .1 the Owner or Contractor may request particulars and evidence of the Consultant's vested or contingent financial interest in the outcome of the arbitration;
 - .2 the Consultant shall participate in the appointment of the arbitrator; and,
 - .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.3.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.3.10 to become a full party may:
- .1 on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.3.10, and;
 - .2 make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.
- 8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the Consultant to any sub-consultant."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:
 - ".1 errors or omissions in the *Contract Documents* which the Contractor could not have discovered applying the standard of care described in paragraph 3.9.1;"
- .2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

"9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.9.1."

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add the following words to paragraph 9.2.6 after the word "responsible":
 "or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,"

- .2 Add the words "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.
- .3 Add the following words to paragraph 9.2.8 after the word "responsible":
 "or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

GC 9.5 MOULD

- .1 Add the words "and the Consultant" after the word "Contractor" in subparagraph 9.5.3.4.

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words "Subject to paragraph 3.9.1, the".

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- .1 After the second occurrence of the term "Ready-for-Takeover" insert before the term "Ready- for-Takeover" in paragraph 12.1.3 the words "determination of".

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- .1 Delete the word "achieve" in paragraph 12.2.4 and replace it with the words "have achieved".

GC 12.3 WARRANTY

- .1 Delete the word "The" from the first line of paragraph 12.3.2 and replace it with the words "Subject to paragraph 3.9.1, the".

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- .1 Add new paragraph 13.1.0 as follows:
 "13.1.0 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the Contractor's performance of the Contract, provided such

claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - .2 caused by negligent acts or omissions of the Contractor or anyone for whose negligent acts or omissions the Contractor is liable, and
 - .3 made by *Notice in Writing* within a period of 6 years from the Ready-for-Takeover date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the *Place of Work*."
- .2 Add the words "13.1.0," after the word "paragraphs" in paragraph 13.1.3.