

Addendum No. 2



Date: **May 10th, 2021**

Project No.: 2150

Project: **Public Health Sudbury & District
Wall Remediation at West Stairwell**

The following information, amendments and revisions shall constitute Addendum No.2, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

The Contractor shall bring this Addendum to the attention of all sub-trades and suppliers from whom they may be receiving quotations.

2.1

2.1.1 **Description:** Refer to enclosed Addendum no. 2, prepared by 3rdLine Studio, dated May 10th, 2021, 2 pages.

Reasons for Change:

- Request for Alternate
- Change from CM Tender to GC Tender
- Electrical Clarifications

A handwritten signature in black ink that reads "V. Vachon".

Vanessa Vachon, PQS, GSC, M.A.A.T.O.
Construction Manager

ADDENDUM NO. 2

Date: **May 10th, 2021**

Project No.: **2047**

To: **Vanessa Vachon
Polestar CM Inc.**

Project: **PUBLIC HEALTH SUDBURY &
DISTRICTS - WALL REMEDIATION AT
WEST STAIRWELL
1300 Paris Street, Sudbury, On**

Copy: **France Quirion, PHSD
Tim James, 3LS**

The following information, amendments and revisions shall constitute Addendum No. 2, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

The Contractor shall bring this Addendum to the attention of all sub-trades and suppliers from whom they may be receiving quotations.

This addendum adds and alters work of the project. Refer also to the drawings and specifications for additional information and details that relate to and provide additional information that supplements and supports the content of this addendum.

Item No.	Refer to	Specifications
2.1	Specs	Description: Division 07, Section 07 42 13 – Metal Wall Panels Accumet's Dry-Joint System with Aluminum plus FR-Core Panel composite panels is an approved as alternate. Reason for Change: Request for alternate
2.2	Specs	Description: Delete the Tender Form in its entirety, and Replace with the enclosed tender form, rev. 2021.05.10, 3 pages Reason for Change: Change from CM Tender to General Contractor Tender
2.3	Specs	Description: Delete the Division 00 in its entirety and Replace with the enclosed Division 00 – Procurement + Contracting, rev. 2021.05.10, 4 pages Reason for Change: Change from CM Tender to General Contractor Tender
2.4	Specs	Description: Delete the Supplementary Conditions in its entirety and Replace with the enclosed, rev. 2021.05.10, 9 pages Reason for Change: Change from CM Tender to General Contractor Tender

ADDENDUM NO 1

- 2.5 Elec. Dwgs. **Description:** Refer to Electrical Drawing E101, floor plan no. 3
- Please omit the new 'Direct Connection for equipment' located in the Mech(Ex) room #334. Total of three (3) of them.
- Reason for Change:** Clarifications
- 2.5 Elec. Dwgs. **Description:** Regarding lighting controls, please add the following:
- Contractor shall provide new, 120V, 20A, 3 pole lighting contractor to control new signage. Contactor to be controlled from existing photocell.
- Reason for Change:** Clarifications



Angèle Dmytruk, MArch BArch Sci OAA
Architect

TENDER FORM

To: **Public Health Sudbury and Districts – Wall Remediation at West Stairwell**
1300 Paris Street, Sudbury, Ontario

Herein referred to as the "OWNER".
The UNDERSIGNED, herein referred to as the "CONTRACTOR"

With the legal company name of _____

A company duly incorporated under the laws of _____

And having its Head Office at _____

1. HEREBY UNDERTAKES AND AGREES WITH THE OWNER AS FOLLOWS:
Having examined all the Tender Documents, entitled **Public Health Sudbury and Districts – Wall Remediation at West Stairwell, 1300 Paris Street, Sudbury, Ontario**, and including:
- .1 All Drawings dated: **2021.04.15**
 - .2 Specifications dated: **2021.04.15**
 - .3 Addenda Numbers _____
Issued _____
- And having visited the site, and having examined and become familiar with all conditions affecting the proposed work,

WE UNDERTAKE TO DO WORK, AND SUPPLY MATERIALS AND SERVICES IN ACCORDANCE WITH THE TENDER DOCUMENTS, FOR THE **CONTRACT PRICE**, WHICH **EXCLUDES** HARMONIZED SALES TAX (HST),

OF _____
_____ and _____ /100 DOLLARS (\$ _____).

VALUE ADDED TAXES (HST) OF 13% PAYABLE BY THE OWNER TO THE TRADE CONTRACTOR IS:

_____ and _____ /100 DOLLARS (\$ _____).

TOTAL AMOUNT PAYABLE BY THE OWNER TO THE CONTRACTOR FOR THE CONSTRUCTION OF THE WORK

IS: _____
_____ and _____ /100 DOLLARS (\$ _____).

- 2. The UNDERSIGNED hereby submits that all amounts are in Canadian funds and that these amounts shall be subject to adjustments as provided in the Construction documents.
- 3. The UNDERSIGNED further submits that all costs for supervision, administration, co-ordination, handling, management, expediting, scheduling, overhead and profit and assuming full responsibility and warranty for the assigned work are included in the Contract Price Tendered.
- 4. That the UNDERSIGNED, if notified of tender acceptance within **THIRTY (30) DAYS** of Tender Closing Date agrees to enter into a formal Contract with the Owner for the work, in the form of the Canadian Standard Construction Document, CCDC 2-2020, Stipulated Price Contract.
- 5. **The UNDERSIGNED agrees to complete the work prior to November 26, 2021.**
- 6. The UNDERSIGNED undertakes to commence the work under the Contract forthwith after execution of the formal Contract and when notified so to do by the Owner and to carry out work without interruption to completion of the Contract.
- 7. The UNDERSIGNED will include the following unit cost. All unit costs include profit and overhead and shall not fluctuate for the duration of this Contract.
- 8. All rates are firm and shall not fluctuate for the duration of this Contract. There shall be no additional charges for overhead and profit.

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL
Project No. 2047, Revised 2021.05.10

9. **Subcontractors:**

- .1 We the undersigned submit below a list of subcontractors on which the bid is based. No changes to this list shall be made without written permission from the Owner.
- .2 We the undersigned submit that we have consulted each of the under mentioned subcontractors and have ascertained to our complete satisfaction that the firms are fully acquainted with the extent and nature of the work involved, and of the requirements of the construction schedule, and that all subcontractors shall execute the work to conform to the requirements of the Contract Documents and the required schedule.

Work Description	Name of Subcontractor

10.

Item	Standard Rate/Hour	Overtime Rate/Hour
Foreman		
Tradesman		
Labourer		

11. **Unit Prices:**

The UNDERSIGNED agrees to provide additional labour, equipment and materials required to complete the following tasks for the stated unit prices;

Item (All unit prices to exclude HST)	Unit Rate
Metal Wall Panel System incl. 1" Z-Girts	ft ²
2" Mineral Fiber Insulation (Roxul - Comfortboard 80)	ft ²

12. **I/WE DECLARE** that this tender is made without collusion, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a tender for the same work and is in all respects fair and without collusion or fraud.

13. The UNDERSIGNED estimates the time required to Substantially Perform the work included in the tender documents will be _____ weeks from the time Trade Contractor mobilizes to site. Trade Contractor expects to mobilize as early as, and required to submit a detailed schedule to the Consultant outlining deliverables and milestones within 14 days after tender award.

DIVISION 00 - PROCUREMENT + CONTRACTING

1.0 GENERAL

1. The Owner is seeking the services of qualified contractors to supply labour, materials and equipment to construct and addition for **Public Health Sudbury and Districts – Wall Remediation at West Stairwell, 1300 Paris Street, Sudbury, Ontario.**
2. The Owner hereby invites you to submit quotations for the construction work as described in the contract documents.

2.0 - CONTRACT DOCUMENTS

1. Bidders to consult the Contract Documents. Contract Documents to be determined by the Owner:
 - .1 Agreement between Owner and Contractor - **CCDC-2 2020**
 - .2 Definitions
 - .3 General Conditions of the Contract - **CCDC-2 2020**
 - .4 Supplemental General Conditions
 - .5 Bid Form
 - .6 Specifications and Drawings
 - .7 Any addenda issued prior to the close of the bid
2. Bidders must familiarize themselves with the requirements of the contract documents **prior** to tender submission. No consideration will be given to a Bidder's failure to comply with the requirements of the contract documents.
3. Examine the Tender Documents upon receipt thereof, and should you discover any errors, contradictions, or omissions therein, immediately notify the Consultant so that further instructions in writing may be issued to Bidders before the Tender Closing Date.
4. If there is a conflict within the Contract Documents:
 - .1 The order of priority of documents, from highest to lowest, to be:
 - .1 *The Agreement between the Owner and the Contractor*
 - .2 *The Definitions*
 - .3 *Supplementary General Conditions*
 - .4 *The General Conditions*
 - .5 *Divisions 00/01 of the Specifications*
 - .6 *Divisions 02 to 32 of the Specifications*
 - .7 *Material, Room Finish, Door and Window Schedules*
 - .8 *The Drawings*
 - .2 Drawings of larger scale to govern over those of smaller scale of the same date.
 - .3 Dimensions shown on Drawings to govern over dimensions scaled from Drawings.
 - .4 Later dated documents to govern over earlier documents of the same type.

2.0 EXAMINATION OF THE SITE

1. Bidders are required to submit their bids upon the following express conditions:
 - .1 The bidder and trade contractors to examine the bid documents and make personal examination of the site(s) in order to become acquainted with the conditions under which the bidder will be obliged to work.
 - .2 The bidder to make the investigations necessary to become thoroughly informed regarding facilities for access to the site(s) such as may be required to execute the work.
 - .3 The bidder to be wholly responsible for the completeness and accuracy of the information obtained by the bidder's personal examination and study. No plea for ignorance of conditions that exist, or that may exist hereafter, or of conditions, or difficulties that may be encountered in the execution of the work under the resulting contract as a result of failure to make the necessary examinations and investigation, or ascertaining the required information will be accepted as an excuse for any failure or omission on the part of the bidder to fulfill in every detail the requirements of the said contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

3.0 QUESTIONS

1. Matters and inquiries relating to the execution of this Contract to be directed to:
 - .1 **Vanessa Vachon [c: (705) 626 6374 e: vvachon@3rdline.studio].**

4.0 COPIES OF CONTRACT DOCUMENTS

1. Electronic copies (pdf format only) of drawings and specifications will be provided to each bidder.

5.0 ADDENDA / AMENDMENTS

1. If necessary, written instructions or explanations in the form of Addenda or Amendments will be sent to bidders.
2. Bidders to state on the Tender Form in the space provided, the numbers of Addenda and/or Amendments received and included by Bidders in the preparation of their Tender.

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL

Project No. 2047, Revised 2021.05.10

6.0 PRETENDER SITE MEETING

1. A pre-tender site tour and meeting will be conducted by the Construction Manager and Consultant, Bidders are requested to attend. The date and time is established as follows: **Wednesday April 28th 2021 at 2pm**. Pre-tender Site Meeting shall be located at:
1300 Paris Street, Sudbury, Ontario
2. **ALL CONTRACTORS MUST CONFIRM THEIR ATTENDANCE TO THE PRE-TENDER SITE MEETING BEFORE TUESDAY, APRIL 27, AT 1PM, AS WELL AS CONFIRM THE NUMBER OF ATTENDEES. CONTRACTOR TO CONFIRM ATTENDANCE VIA EMAIL TO vvachon@polestarcm.com**. If more than 10 persons confirm attendance, a designated time will be issued to separate groups in order to conform to the Ontario COVID-19 restrictions.
3. **Contractors to refer to the enclosed COVID-19 Site Protocols, prepared by Polestar CM Inc., revised April 21, 2020. Contractors must read through and follow proper protocols prior to attending the site visit.**

7.0 TENDERS

1. All bids to be submitted on the tender form provided by the Architect. The tender form to be provided by the Architect in a 'pdf' format that can be printed by the Contractor on letter sized paper.
2. All bids to be Stipulated Lump Sum in Canadian currency, and to reflect the bidder's total proposed price for the work including, without limitation, labour, materials, coordination, management, supervision, expediting, administration of work of the Contract, work of trades and subcontracts, taxes (including HST), assessments, levies and custom duties, overhead and profit. Bids to be without qualification and in complete compliance with the Contract Documents.
3. Emailed (vvachon@3rdline.studio) bids shall be accepted.
4. Enclose the Tender Forms in a sealed envelope clearly marked:

Public Health Sudbury and Districts – Wall Remediation at West Stairwell, 1300 Paris Street, Sudbury, Ontario, and marked with the Bidder's Company Name, deliver this hardcopy quotation to the office of:

3rdLine Studio Inc.

289 Cedar Street, suite 300

Sudbury, On P3B 1M8

Attn: Vanessa Vachon

No later than 2pm (local time) Wednesday May 12th, 2021

5. Bidders finding any discrepancies in, or omissions from the Tender Documents, or having any doubt as to the meaning or intent of any part thereof, to at once notify the Architect. Neither the Owner, Consultants, nor the Architect will be responsible for verbal instructions. A discrepancy in the contract documents to not limit the obligation of the Bidder to perform the aggregate of work described by the contract documents.
6. All Tenders will be opened and reviewed privately by the Owner and Architect.
7. It is agreed and understood by each bidder that the Owner and/or the Architect reserve the right to reject any or bids, to waive informalities or to accept any proposal that is deemed desirable without regard to whether such bid is the low bid. Of particular importance to the Owner and the Architect will be a Bidder's reputation for quality workmanship and proven ability to perform work on schedule.
8. Alternate, itemized, separate and unit prices, where required by the Tender Documents, must include, without limitation, taxes (except HST) assessments, levies and custom duties, overhead and profit.
9. In the case of a Provincial Sales Tax, levy or custom duty revision effective prior to the acceptance of this proposal, it is assumed that Contractors have taken into account any notice of such revision and have included for any such revision in their contract price.

8.0 PUBLIC TENDER OPENING

1. A public tender opening will be help via Virtual Conference and accessible via conference call. Please follow the following link and/or conference call number.

PHSD - Wall Remediation - Tender Close

Wednesday, May 12 · 2:30 – 3:15pm

Google Meet joining info:

Video call link: <https://meet.google.com/ppc-wgoe-wrj>

Or dial: (CA) +1 587-977-3299 - PIN: 806 653 056#

9.0 TENDER VALIDITY

1. Tenders to remain valid and open for acceptance for a period of **THIRTY (30) DAYS** from the Tender Closing Date. General Contractors to ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the above validity period for General Contract Tenders.

10.0 SUBCONTRACTORS

1. Each bidding Contractor is encouraged to maximize the utilization of qualified local labour and suppliers for the execution of this project.
2. Each bidding Contractor to list, in the appropriate place in the Tender Form, the name of the individual Subcontractor or major supplier he proposes to use in the execution of the Contract, and whose sub-trade or supply quotation he has used in compiling the Stipulated Sum quoted in his Tender.
3. Should the Owner be unable to approve of a Subcontractor recommended by a Tenderer, then another subcontractor may be selected by the Owner, and the Stipulated Sum Tender Figure adjusted accordingly. If no changes are required by the Owner to the list of subcontractors proposed by the Successful Tenderer then those subcontractors named by the successful Tenderer in his subcontractors list to be employed on the work, unless express written approval is received from the Owner for a proposed change.

11.0 INSURANCES

1. The Owner to provide, maintain and pay for Property and Boiler and Machinery in accordance with the General Conditions of the Stipulated Price Contract CCDC 2-2020, as amended by the Supplementary General Conditions.
2. The Contractor to provide, maintain and pay for other insurances as specified in the General Conditions of the Stipulated Price Contract CCDC 2-2020.
3. The Contractor are responsible for paying insurance deductible and uninsured losses as applicable to their operations.
4. The Owner and members of the Consultant Team to be named as additional named insured under the Contractor's insurance policies. Each insurance policy to be endorsed to waive rights of subrogation or cross-claim against the Owner and the Consultant. Each policy to state that it cannot be cancelled, lapsed or materially altered without at least thirty (30) days prior written notice to the Owner.
5. Prior to commencing work on site, the Trade Contractor to submit to Owner / Architect, a letter of good standing from the Workplace Safety & Insurance Board (WSIB), a form 1000, and a current Health and Safety Policy and Procedures document.

12.0 PERMITS

1. The Building Permit will be obtained and paid for by the Owner.
2. The Contractor to obtain and pay for other permits required to complete the work of this Contract.

13.0 ACCEPTANCE PERIOD

1. The Tender to be valid and subject to acceptance by the Owner for a period of **THIRTY (30) DAYS** from the date of closing Tenders.

14.0 CONSTRUCTION SCHEDULE + COMPLETION OF THE WORK

1. Work under this Contract for submittals and shop drawings are to commence immediately upon receipt of written acceptance of tender and to be continued to completion without interruption to completion no later than **November 26th, 2021**. The completion date assumes that the Owner to award the contract within 30 days of the close of the tender. Should the award of the tender occur after this time frame the completion date will be extended to match the delay in award of the tender.

15.0 COMMENCEMENT OF THE WORK

1. The submission of a Tender constitutes the bidder's agreement to commence work promptly and to execute the work without interruption until completion, in accordance with the schedule prepared by Owner.
2. As time is of the essence, the successful Contractor to immediately upon receipt of a letter of acceptance proceed with the preparation of shop drawings and/or samples and procurement of major component materials and equipment to avoid delay to the work.

16.0 ASSIGNMENT OF THE CONTRACT

1. The successful bidder to not assign the whole or any part of the resulting contract without the prior written consent of the Owner, which consent may be withheld by the Owner in its sole discretion or may be given subject to such terms and conditions that the Owner may impose.

1.0 DISCREPANCIES AND / OR OMISSIONS

1. If the Contractor finds discrepancies in, or omissions from the Drawings, Specifications or other Contract Documents or has any doubt as to the meaning or intent of any part thereof the Consultant to be notified at once. The Consultant will send written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL

Project No. 2047, Revised 2021.05.10

19.0 EXAMINATION

1. Make a careful examination of the site of the project, and investigate and be satisfied as to matters relating to the nature of the work to be undertaken, as to the means of access and egress thereto and there from, as to the obstacles to be met with, as to the rights and interests which may be interfered with during the construction of the work, as to the extent of the work to be performed and any and matters which are referred to in the Drawings, Specifications and other Contract Documents, or which are necessary for the full and proper understanding of the work and the conditions under which it will be performed. No allowance to be made subsequently in this connection on behalf of the Contractor for any error or negligence on its part. Before commencing the work of any Section, the work of other Sections upon which it may depend, to be carefully examined. Report any defects which might affect the new work in writing to the Consultant. Commencement of new work to imply acceptance of work by other Sections upon which the new work depends. Verify dimensions of prepared work before fabrication of that work which is dependent on the prepared work.

20.0 EXISTING CONDITIONS

1. Make good surfaces and finishes damaged or disturbed due to Work of this Contract to match existing. Ensure that material used to repair damage is compatible with existing work. Term "make good" to mean repairing or filling operations performed on existing floors, walls, ceiling or any other exposed surfaces. Perform cutting and patching where applicable as specified herein. It is intended that finished surfaces match and line with existing adjoining surfaces. Restore Site to condition equal to or, if specified elsewhere, to condition better than existing conditions. Restore lands outside of limits of Work which are disturbed due to Work to original condition in addition to complying with requirements of General Conditions of the Contract.

SUPPLEMENTAL GENERAL CONDITIONS

PART 1. General

- .1 The General Conditions of the Stipulated Price Contract Canadian Standard Construction Document – CCDC 2-2020, Articles GC1 through GC13 inclusive, form part of this Contract.
- .2 The following Supplementary Conditions modify, change, delete from and/or add to the Articles of Agreement, the Definitions, and the General Conditions of the Stipulated Price Contract, Standard Construction Document CCDC 2-2020.
- .3 Where any Article, Paragraph or Sub-paragraph in the Agreement and/or General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph or Sub-paragraph to remain in effect and the supplemental provisions to be considered as added thereto.
- .4 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 to remain unchanged, and the numbering of the deleted item will be retained, unused.
- .5 Where any article, paragraph, or sub-paragraph in the Agreement and/or General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or sub-paragraph not so amended, voided, or superseded to remain in effect.
- .6 The term "provide" as used in the Contract Documents, to mean the furnishing of labour, materials, equipment, transportation and other services required, including costs in connection therewith, to complete the Work.
- .7 Wherein the word "submit" is used in the Contract Documents, it to be followed by the words "to the Consultant" unless the context provides otherwise. Wherein the words "approved", "designated", "directed", "inspected", "instructed", "permitted", "required", "satisfactory", and "selected" are used in the Contract Documents, they to be followed by the words "by the Consultant" unless the context provides otherwise.
- .8 Articles, Definitions, General Conditions, paragraphs, subparagraphs or clauses thereof have been modified in these Supplementary General Conditions as described in this section

PART 2. Modifications to Agreement Between Owner and Contractor

ARTICLE A-5 PAYMENT

- .1 Add the following Paragraph:
 - .1 "5.3 The Consultant may withhold or nullify, in whole or in part, any application for payment represented by the Contractor's estimate or any Certificate for Payment to such extent as may be necessary to protect the Owner from loss because of the following:
 - .1 Defective work not remedied.
 - .2 Claims filed or reasonable evidence indicating probably filing of claims.
 - .3 Failure of contractor to make payment properly to subcontractor or suppliers for materials and/or labour.
 - .4 Reasonable doubt that the contract can be completed, and unpaid claims, charges, liens and encumbrances satisfied, for balance then unpaid.
 - .5 Damage to the work of another contractor.
 - .6 Erroneous or inflated estimates by the contractor of value of work performed.
 - .7 Unauthorized deviations by contractor from contract documents.
 - .8 Unsatisfactory progress of project work by contractor.
 - .9 Record drawings not current and up-to-date with changes.
 - .10 Legal costs related to lien action(s).
 - .11 When the above noted grounds are resolved, payments will be made for amounts withheld because of them. No interest will be paid on payments withheld. The Consultant's determination as to issuance or withholding of, or amount of payment reflected by Certificates for Payment, to be final and binding, and to not subject the Consultant to any liability whatsoever to the Owner, Contractor, Surety, or any other person."

PART 3. Modifications to Definitions

- .1 Add the following:
 - .1 Submittals
 - .1 *Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:
 - .1 *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
 - .2 As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.
- .2 Add the following to, "Value Added Taxes"
 - .1 "Value Added Taxes to be as levied by the Federal Government and is computed at **Thirteen (13)** percent of the Contract Price. The payment or collection of which is by the legislation imposing such tax an obligation of the Contractor".

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL
Project No. 2047, Revised 2021.05.10
MODIFICATIONS TO GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 4. General Provisions

GC 1.1 CONTRACT DOCUMENTS

- .1 Add the following items to the end of sentence 1.1.7.1:
 - .1 "All other information provided such as appended documents, specifications, reports, etc."
- .2 Paragraph 1.1.5.1 is amended by adding new subparagraphs 6, .7, and .8
 - .1 "Architectural drawings to have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of architectural layouts and architectural elements of construction. It to be understood that the integrity and installation of the engineered systems are to remain with each of the applicable engineering disciplines.
 - .2 "In the case of conflict, other documents to govern over the colour schedule and colour schedule drawings."
 - .3 "Addenda to have priority over the documents they refer to or amend and addenda of a later date to have priority over earlier documents of the same type."
- .3 Add paragraph 1.1.12 as follows:
 - .1 The Contractor will rely on electronic Documents and Specifications made available by the Owner. Paper Copies can be provided to the Contractor at cost."
- .4 Add paragraph 1.1.13 as follows:
 - .1 The Contractor to be provided with an electronic PDF copy of Architectural, Structural, Mechanical and Electrical Drawings for the purpose of assisting in the preparation as-built drawings. A service charge of \$750.00 (Seven Hundred and Fifty-Five and xx/100 Dollars) will apply for each/any electronic AUTOCAD drawing file requested. The Contractor is responsible for distribution of files and recovery of costs from subcontractors.
- .5 Add paragraph 1.1.14 as follows;
 - .1 The digital data supplied by the Consultant will be provided to the Contractor as a matter of courtesy and convenience and is in no way to be taken as appurtenant to, associated with, or in placement of the officially signed and sealed contract documents. The data contained will be provided "as is" without warranty of any kind either expressed or implied and to be relied upon as such. Although every care and diligence is taken to ensure the accuracy and correctness of supplied data, any and liabilities for damage, direct or indirect, however caused and resulting in any from the use of the supplied digital data will be the full responsibility of the Contractor. The Contractor accepts these conditions upon acceptance of the digital data.

PART 5. Administration Of The Contract

GC 2.2 ROLE OF THE CONSULTANT

- .1 Add at the end of paragraph 2.2.8 add the following items;
 - .1 "The Owner and the Contractor to waive any claims against the Consultant arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.6., 2.2.7. and 2.2.8 unless such interpretations and findings are the result of negligent actions or willful misconduct.
 - .2 The consultant's obligation to make findings on a large claim or large numbers of claims is subject to the terms and conditions of the Owner/Consultant Agreement.

GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:
 - .1 "2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, defective work and deficiencies throughout the Work, whether or not they are specifically identified by the *Consultant*."
 - .2 "2.4.1.2 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*."

Part 1. Execution of the Work

GC 3.1 CONTROL OF THE WORK

- .1 Add the following to Paragraph 3.1.2:
 - .1 Add the word "schedules" after the word "techniques"
- .2 Add new paragraph 3.1.3:
 - .1 Prior to commencing individual procurement, fabrication and construction activities, the Contractor to verify, at the Place of the Work, relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and to 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 to immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work."

GC 3.4 CONSTRUCTION SCHEDULE

- .1 Add sentence .4 to paragraph 3.5.1:
 - .1 “clearly indicate and communicate materials/products procurement and delivery dates paying particular attention to schedule.”

GC 3.5 SUPERVISION

- .1 Add the following paragraphs:
 - .1 3.5.3 The Owner may, with reasonable cause, at any time during the course of the Work, request the replacement of the supervisor or the representative. Upon receipt of such request, the Contractor will immediately make arrangements to appoint an acceptable replacement. Costs associated with any removal(s) or replacement(s) of these individuals to be the responsibility of the Contractor.
 - .2 3.5.4 The Contractor shall employ an “Office Representative/Manager of the Work”, in addition to the Superintendent of the Work, for the entire duration of the project.
 - .1 Coordinating, managing and expediting control of the project relating to matters of the project including, but not limited to authorities having jurisdiction, product suppliers, subtrades, Owner and Consultant etc.
 - .2 Project scheduling and management (i.e. trades, products, etc.)
 - .3 Work with the Site Superintendent of the Work as required to ensure compliance of the Work with the intent of the Construction Documents including but not limited to projects scheduling, coordination of subtrades, quality control and performance of the Work.
 - .3 3.5.5 The Site Superintendent of the Work shall perform duties and responsibilities at the Place of Work until completion of the work has been achieved and as issued by the Consultant.
 - .4 3.5.6 Both the Site Superintendent of the Work and the Office Representative/Manager of the Work shall have relevant and verifiable experience with undertaking and completing projects of this nature.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- .1 Revise Paragraph 3.6.2 as follows:
 - .1 After the word “if” in the first line add “when requested at the time of tender and within five (5) working days”.
- .2 Add the following paragraph 3.6.7:
 - .1 The contractor shall not change subcontractors and/or suppliers and agrees not to do so without the prior written consent of the Owner and the Consultant. The Contractor must substantiate cause for change.

GC 3.7 LABOUR AND PRODUCTS

- .1 Add to sentence 3.7.3
 - .1 Where the Contract Documents permit the use of salvaged materials and /or where those salvaged materials are provided by the Owner it to be the responsibility of the Contractor to be responsible for transportation to the project site, any taxes, handling, on-site storage and protection.
- .2 Add new paragraph 3.7.4:
 - .1 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide relevant information on the Products supplied by the Owner.”
- .3 Add new paragraph 3.7.5:
 - .1 The responsibility as to which Subcontractor provides labour, products and services rests solely with the Contractor”.

GC 3.8 SHOP DRAWINGS

- .1 Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS to read “SHOP DRAWINGS AND OTHER SUBMITTALS”
- .2 Add “and Submittals” after the words “Shop Drawings in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.4, and 3.8.7.
- .3 Revise 3.8.3 to read as follows; Prior to the first application for payment, the Contractor and the Consultant shall, together, prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals. The schedule shall create an orderly sequence and have submissions sufficiently in advance so as to cause no delay in the Work or in the work of Other Contractors or the Owner’s own forces.
- .4 Revise 3.8.7 to read as follows; ‘The Consultant will review and return Shop Drawings in accordance with the schedule agreed upon or, in the absence of such schedule, within 10 working days for Architectural and Structural Trades and 15 working days for Mechanical and Electrical Trades or such longer period as may be reasonably required.’
- .5 Add the following paragraphs to GC- 3.8:
 - .1 3.8.8. The contractor acknowledges its responsibilities to submit complete shop drawings and other submittals. Incomplete submittals will be returned to the contractor unreviewed and will be not be deemed a bona fide submittal. No time extensions or cost increases will be allowed for delays caused by return of incomplete submittals.

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL

Project No. 2047, Revised 2021.05.10

- .2 3.8.9 The contractor shall submit shop drawings and other submittals for each and every component of the Work as a requirement of completing the Work and for verification and audit purposes as stipulated in the Contract Documents.
- .3 3.8.10 The Contractor shall not provide any of the Products nor include those products in the Work without reviewed shop drawings and other submittals. The Contractor will be totally responsible for rectifying and correcting the Work as required including assuming responsibility for related costs should Products or the Work occur without approved Shop Drawings and Submittals.
- .4 3.8.11 The Consultant's review will not include review of dimensions, quantities, calculations, weights, fabrication processes, construction means or methods, the coordination of trades, or safety factors relating to the construction for which the Contractor has the sole responsibility in connection therewith.
- .5 3.8.12 Should any errors in dimensions, or interference with other work be noted by the Consultant in his review of the shop drawings, the attention of the Contractor will be called to them, but review of shop drawings by the Consultant shall not in any way whatsoever relieve the Contractor from responsibilities required for the preparation and submission of shop drawings.
- .6 3.8.13 Only shop drawings indicated as 'Reviewed', 'Reviewed for General Design', 'Reviewed as Noted' or 'Reviewed as Modified' and bearing the Consultant's review date and initials, shall be used at the Place of the work or for the manufacture of fabrication of Products.
- .7 3.8.14 The review of shop drawings, by the Consultant, does not authorize a change in the Contract Price or Contract Time.

GC 3.9 PERFORMANCE BY CONTRACTOR

- .1 Add new General Condition 3.9.1
 - .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.
- .2 Add new General Condition 3.9.2
 - .1 The *Contractor* further represents, covenants and warrants to the *Owner* that:
 - .1 The personnel it assigns to the *Project* are appropriately experienced;
 - .2 The Contractor has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.

PART 6. Allowances

GC 4.1 CASH ALLOWANCE

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:
 - .1 4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Consultant's direction to cover the shortfall.
- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:
 - .1 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, to be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount(s).
- .3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:
 - .1 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 3.5, that items called for under cash allowances and 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.
- .4 Add new paragraph 4.1.8:
 - .1 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 7. Payment

GC 5.2 APPLICATIONS FOR PAYMENT

- .1 Revise 5.2.5 to read as follows; The schedule of values shall be made out to reasonably reflect the nature and value of the Work in the Contract. The Consultant and Owner will determine the acceptance of the breakdown submitted. The Contractor will revise as directed".

GC 5.3 PAYMENT

- .1 Delete the word "calendar" and substitute the word "business" in sentence 5.3.1.1:
- .2 Delete the word "calendar" and substitute the word "business" in sentence 5.3.1.2:

GC 5.4 SUBSTANTIAL PERFORMANCE OF WORK AND PAYMENT OF HOLDBACK

- .1 Add the following paragraph 5.4.7: Procedures upon application by the Contractor for Certificate of Substantial Performance of the Work, and for statement of Completion of the contract, respectively, to be in accordance with OAA/OGCA Document No. 100 - 2018, reissued Jan. 8 , 2019, Take-Over Procedures."
- .2 Add the following paragraph 5.4.8: In addition to the requirements of applicable lien legislation, a condition precedent to Substantial Performance of the Work to include submission to the Consultant of the following materials and documentations:
 - .1 Submission of warranties, operating and maintenance manuals, shop drawings and as-built records in acceptable manner;
 - .2 Systems demonstrations and instruction of Owner in the operation of systems;
 - .3 Receipt and submission of the OBC and Municipal Occupancy Permits;
 - .4 receipt and submission of sprinkler system approval from Insurance Advisory Organization;
 - .5 Submission to and acceptance by the Consultant of interim accounts of the Work showing additions and deletions to the Contract Price;
 - .6 Receipt and submission of elevator inspection and approval by governing authorities;
 - .7 Verification reports confirming systems and equipment started up and tested, except for final balancing;
 - .8 Verification reports confirming life safety systems verified by Contractor as complying with the requirements of the Contract Documents;
 - .9 Inspection reports from local fire authority confirming that life safety systems installed are acceptable;
 - .10 Submission of spare parts and maintenance materials
- .3 Add the following paragraph 5.4.9: The Contractor to co-operate with the Consultant and Owner in establishing a Deficiency List before Substantial Performance of the Work. The Contractor to complete the Work noted on the Deficiency List expeditiously and at the discretion and convenience of the Owner. If more than one (1) inspection is required to review deficiency completion each subsequent site visit will be charged at \$750.00 per visit per consultant required to attend the visit.
- .4 Add the following paragraph 5.4.10: Acceptance of the Work by the Owner does not relieve that Contractor from correcting deficiencies that are missed at the time of preparing the deficiency list, or hidden deficiencies, which become apparent during warranty period.
- .5 Add the following paragraph 5.4.11: The publication by the Contractor of the Certificate of Substantial Performance of the Work to constitute a waiver by the Contractor, 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.
- .6 Add the following paragraph 5.4.12: If a lien is registered by a Subcontractor, supplier, labourer, or mechanic, the Contractor shall reimburse the Owner for damages and costs which may result from such action, and the Contractor to pay for legal costs incurred in the removing of such lien."

GC 5.5 FINAL PAYMENT

- .1 Add the following to paragraph 5.5.1: 'The Contract to be deemed to be completed when the price of completion or correction of known defects is not more than the lesser of
 - .1 one percent (1%) of the contract price; and
 - .2 \$1,000.00.'
- .2 Revise paragraph 5.5.4 to read as follows: 'Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the Place of the Work, the Owner shall, no later than (20) calendar days after the issuance of a final certificate for payment, pay the Contractor as provided in Article A-5 of the Agreement - PAYMENT.'

PART 8. Changes in the Work

GC 6.2 CHANGE ORDER

- .1 Add the following paragraph 6.2.3: 'The value of a change shall be determined in one or more of the following methods:
 - .1 By estimate and acceptance in a lump sum substantiated by an itemized cost breakdown satisfactory to the consultant with the applicable overhead and profit percentage fees applied.;
 - .2 By unit prices set out in the contract or subsequently agreed upon;
 - .3 By cost and a fixed or percentage fee.'
- .2 Add the following paragraph 6.2.4: 'In the case of changes in the Work to be paid for under methods (.1) and (.3) of paragraph 6.2.3, the Contractor and Subcontractor, respectively, may add to the reasonable net cost of additional work a fee, or mark-up, inclusive of overhead and profit, limited to the following:
 - .1 The Subcontractor may add to the total net cost of labour and materials, a fee, or mark-up, equal to ten percent (10%) of such cost for Work done by the Subcontractor.
 - .2 The Contractor may add to the net cost of additional work by a Subcontractor, a fee, or mark-up, equal to ten percent (10%) of the total sum quoted by such Subcontractor.
 - .3 The Contractor may add to the total net cost of labour and materials of additional work to be carried out by his own forces a fee, or mark-up equal to fifteen percent (15%) of such cost.

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL

Project No. 2047, Revised 2021.05.10

- .4 In the event that owner-initiated changes in the Work result in delays to the completion of the Project, the Contractor and/or the Subcontractor(s) who are executing the Work to each be allowed an additional one (1%) percent of the cost of the changes as compensation in full for the delay.
- .5 For Owner requested substitution of building material(s) and/or building component(s) with *no additional labour content* by the Contractor, a total mark-up of five (5%) percent to be allowed on such changes regardless of the value of the change
- .6 For Owner requested substitution of building material(s) and/or building component(s) with *no additional labour content* by Subcontractor(s), the Subcontractor(s) to be allowed a total mark-up of five (5%) percent and the Contractor to be allowed an additional total mark-up of five (5%) percent regardless of the value of the change.
- .7 Such fee or mark-up, by Contractor and Sub-contractor respectively, to be based on net additional cost for any one change in the Work, such net additional cost being derived by deducting credits for labour and materials involved in deleted work from the cost of labour and materials involved in additional work. When quantities of the same product or material are changed in the same Change in the Work, the change in the Contract Price to be based on the net difference in quantity between the product or material deleted and the same product or material added. The procedure of crediting deleted material at a certain unit cost and then charging the aggregate quantity of the same material at a higher unit cost will not be accepted.
- .8 The Consultant alone to determine the scope of change
- .9 Consideration for Unusual Changes: unusual and/or peculiar changes requiring consideration to be reviewed on an individual basis. The consultant alone to determine what constitutes an unusual and/or peculiar change.
- .10 Changes for Cause and/or Changes for Convenience: The Contractor and sub-contractors must demonstrate, by way of their submissions that any/all products and/or substitutions are made as substitutions for 'cause' in support of the intent of the contract documents.
- .11 Changes and/or Substitutions deemed 'for convenience' will not be considered and allowed. The Consultant alone will determine the acceptance of a change or Substitution.'
- .12
- .3 Add the following paragraph: 6.2.5: 'In the case of a Change in the Work to be paid for under method (.2) of Paragraph 6.2.3, involving a class of work for which a unit price was required to be quoted in the Tender proposal, the cost to be paid for such class of work, derived by deducting quantity of deleted work involved in such change from the quantity of additional work involved in such change, multiplied by the applicable unit prices quoted.'
- .4 Add the following paragraph 6.2.6: 'Overhead to include any additional charges and/or premiums for Permits, Bonds, Insurance, Site Supervision, Office Administration and the like, which may result from Changes in the Work, whether calculated on the basis of quoted Unit Prices, or on the basis of Cost Plus Fee or Mark-up.'
- .5 Add the following paragraph 6.2.7: 'Except where Unit Prices have been quoted, the value of a change in the Work to be determined by method (3) of Paragraph 6.2.3.'
- .6 Add the following paragraph 6.2.8: 'Where the additional cost of a change in the Work has been quoted by the Contractor and accepted by the Owner in the form of a lump sum as evidenced by the issuance of a Change Order, such quoted cost to be deemed to have included costs, including any costs for delay of work, which are or may be occasioned by such change. No later claims for additional costs will be considered.'
- .7 Add the following paragraph 6.2.9: 'The Contractor's fee, or mark-up, inclusive of overhead and profit, is understood to include, without limitation, the following:
 - .1 The Contractor's head office and administration expenses, associated travelling /
 - .2 Accommodation / meals costs, financing costs including holdback, bonding and insurance costs;
 - .3 All supervision, co-ordination, administration, margin and risk of undertaking within stipulated amount;
 - .4 The salaries of superintendents, project managers, engineers, timekeepers, accountants,
 - .5 Clerks, and other Site supervision staff above foreperson level employed directly on the Work;
 - .6 The Contractor's mark-up and profit;
 - .7 Use of temporary offices, sheds and other general temporary Site support facilities and utilities used therein;
 - .8 Miscellaneous additional costs related to:
 - .1 Licenses, building permit and statutory fees, except when these are
 - .2 Special for a particular item of Work;
 - .3 Purchase of rental material, plant and equipment;
 - .4 Purchase of small tools and supplies;

GC 6.3 CHANGE DIRECTIVE

- .1 Delete Paragraph 6.3.11 in its entirety.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new subparagraph 6.4.5: The Contractor confirms that, prior to bidding the Project, the Contractor carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.9.1, The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 Delays

- .1 Amend paragraph 6.5.1 by delete the period at the end of the paragraph and adding: 'but excluding any consequential, indirect or special damages.'
- .2 Amend paragraph 6.5.2 by deleting the period at the end of the paragraph and adding: 'but excluding any consequential, indirect or special damages.'
- .3 Add new subparagraph 6.5.6: 'If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone directly or indirectly employed or engaged by the Contractor, or by any cause within the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for reasonable costs incurred by the Owner as the result of such delay, including, but not limited to, the cost of additional services required by the Owner from the Consultant or any sub consultants, project managers, or others employed or engaged by the Owner. And, in particular, the cost of the Consultant's services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor directly or indirectly, or by stop work order or by a court or public authority as the result or an act of the contractor, or by unusual delay by common carriers or unavoidable casualties or, without limit to any of the forgoing, by any cause within the Contractor's control.'

GC 6.6 CLAIMS FOR CHANGE IN CONTRACT PRICE

- .1 Amend paragraph 6.6.5 to read as follows; The Consultant's findings, with respect to a claim made by either party, will be given Notice in Writing to both parties within 30 Working Days after the receipt of the claim, **as noted in paragraph 6.6.3**, by the Consultant, or within such other time period as may be agreed by the parties **and the Consultant.**

PART 9. Dispute Resolution

GC 8.1 AUTHORITY OF THE CONSULTANT

- .1 Amend paragraph 8.1.2 to read as follows.
 - .1 A party shall be conclusively deemed to have accepted a finding of the Consultant under GC 2.2 - ROLE OF THE CONSULTANT and shall have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 Working Days after receipt of that finding, the party sends a notice in writing of dispute to the other party and to the Consultant, which contains the particulars of the matter in dispute and the relevant provisions of the contract documents. The responding party to send a notice in writing of reply to the dispute within 10 Working Days after receipt of the notice of dispute setting out particular of this response and any relevant provisions of the Contract Documents."
 - .2 Add the following paragraphs:
 - .1 It is agreed that no act by either party to be construed as a renunciation or waiver of their rights or recourses, provided they have given the notices in accordance with paragraph 8.1.2 and have carried out the instructions as provided in paragraph 8.1.3."
 - .2 If the dispute is not resolved in the first instance by the decision of the Consultant, then either party may submit the dispute to such judicial tribunal as the circumstances may require."
 - .3 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."

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Add the following new paragraph 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 to 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.'
- .2 Add the following new paragraph 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 8.2.6, and,

PUBLIC HEALTH SUDBURY AND DISTRICTS - WALL REMEDIATION AT WEST STAIRWELL

Project No. 2047, Revised 2021.05.10

- .4 Agrees to be bound by the arbitral award made in the arbitration.
- .3 Add the following new paragraph 8.3.11: 'If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator to begin to run from the date the respondent receives a copy of the notice of arbitration.'
- .4 Add the following new paragraph 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.'
- .5 Add the following new paragraph 8.3.13: 'The provisions of paragraph 8.2.9 to apply mutatis mutandis to written notice to be given by the *Consultant* to any sub-consultant.'
- .6 Add the following new paragraph 8.3.14: 'In the event of notice of arbitration given by the *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10, and is deemed to be bound by the arbitration proceeding.'

PART 10. Protection of Persons and Property

GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:
 - .1 Errors 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 substitute the following new paragraph 9.1.2:
 - .1 Before commencing any *Work*, the *Contractor* to determine the locations of 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 word 'designated' to the words "toxic" and "hazardous" in this General Condition
- .2 Add the following sentence to paragraph 9.2.1:
 - .1 Designated substances to be as defined by applicable legislation and the Occupational Health and Safety Act.
- .3 Add to paragraph 9.2.6 after the word "responsible", the following new words:
 - .1 "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, "
- .4 Subparagraph 9.2.7.4 is deleted.
- .5 Add to paragraph 9.2.8 after the word "responsible", the following new words:
 - .1 "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,"
- .6 Add the following to subparagraph 9.2.8.4 :
 - .1 Add "and the *Consultant*" after the word "Owner"

GC 9.5 MOULD

- .1 Add the following to Subparagraph 9.5.2.4:
 - .1 Add "and the *Consultant*" after the word "Owner"
- .2 Delete Subparagraph 9.5.3.4.

PART 11. 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:
 - .1 "Subject to paragraph 3.9.1, the".

Part 2. Insurance and Contract Security

GC 11.1 INSURANCE

- .1 Delete paragraph 11.1.1.3; 'Unmanned aerial vehicle aircraft, manned aircraft or watercraft liability' insurance is not required for the project.
- .2 Paragraph 2 of CCDC 41 – CCDC Insurance Requirements to be amended by replacing the amount of \$10,000,000 with the amount of \$5,000,000 for the automobile liability insurance.

Part 3. Indemnification, Waiver of Claims and Warranty

GC 13.1 INDEMNIFICATION

- .1 Add new clause 13.1.1.3.
 - .1 13.1.1.3. The *Contractor* shall indemnify and hold harmless the *Consultant*, its 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, the *Contractor's* performance of the *Contract*, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of Work*.

GC 12.3 WARRANTY

- .1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.9.1, the..."
- .2 Add the following paragraphs 12.3.7: 'Faulty materials or workmanship to include but not be limited to shrinkage, expansion and movement. Make good deficiencies outstanding within thirty (30) days from the end of warranty period.'
- .3 Add the following paragraph: 12.3.8: 'The Contractor or Subcontractor responsible to also bear costs involved in removing or replacing adjacent affected materials, including owners' Goods and equipment, that may be disturbed and which to be required in the complete restoration of the original finish.'