



Tender Call No.: 171-2011 **Asbestos Abatement**
Contract No.: N/A
Issued: June 28, 2011
Bid Bond Amount: 10% of Quoted Bid
Buyer: Michael Porcarelli
Telephone No.: 416 338-5585 **Fax:** 416 397-7779
Email.: mporcar@toronto.ca
Client Division: Facilities Mangement Division

TENDER CALL COVER PAGE
 Purchasing and Materials Management Division

Bids in response to this Tender Call must be completed, properly executed by the Bidder and received at the Purchasing and Materials Management Division, 18th Floor, West Tower, City Hall, 100 Queen Street West, Toronto, Ontario, Canada M5H 2N2 by **12 O’CLOCK NOON (LOCAL TIME) ON THE SPECIFIED CLOSING DATE.**

Closing Date:
July 25, 2011

Late submissions will not be considered. Delays caused by any delivery service (including Canada Post and courier services) shall not be grounds for any extension of the submission deadline. Bids will not be accepted by fax transmission or email.

DESCRIPTION

BIDS ARE REQUESTED FOR: Building Selective Demolition, Interior Alterations and Building System Upgrades at Ramsden Yard located at 1008 Yonge Street, Toronto.

Only the following pre-qualified Contractors that pre-qualified from Request for Pre-qualification No. 3907-10-5128 may submit bids for this Tender 171-2011: 1.) Aecon Buildings 2.) M.J. Dixon Construction Ltd. 3.) PCL Constructors Canada Inc. 4.) Clifford Construction Ltd.

PUBLIC OPENING – You are invited to attend a public opening of the bids at the time and location indicated above. Unless otherwise indicated the prices will be read aloud at this time. Acceptance of any bid is subject to further review by the City of Toronto. For any questions, contact the above named Buyer in writing.

The undersigned, the Bidder, agrees with the City of Toronto, the party inviting the Bid referred to above (hereinafter referred to as “the City” unless otherwise indicated) that:

or services, specified or called for in this tender call, at the prices quoted herein, on receipt of an official purchase order therefore; and

(a) the Bidder will furnish to the City, in conformity with all of the terms and conditions, specifications, plans, price schedules, samples, instructions, addenda or other details provided in connection therewith or referred to herein, the goods, material, articles, equipment, work

(b) the Bidder warrants that any goods, material, articles or equipment to be supplied under or pursuant to any official purchase order based on this Tender, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

Name of Bidder:	Signature of Authorized Signing Officer:
Address:	Print Name:
	Title:
	Date:
	Corporate Seal
Telephone:	
Fax Number:	
Email:	
Amount of Tender Call Herein (HST inclusive Total Amount of Tender Call from the Pricing Form):	\$

Site Meeting To Be Held: A mandatory site meeting will be held on July 7, 2011 at 10:00 a.m. local time. AT: Meet with the City representative at the front doors of the building at Ramsden Yard located at 1008 Yonge Street, Toronto. Drawings will be handed out at the Mandatory Site Meeting only.

I/WE ACKNOWLEDGE THE RECEIPT OF ADDENDUM _____ TO _____ DATED _____ TO _____.

THIS TENDER CALL COVER PAGE MUST BE COMPLETED, SIGNED, SEALED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR BID WILL NOT BE CONSIDERED.

Tender Checklist for Bidders

Tender Call No. 171-2011 Contract No. N/A

**This Tender Checklist is provided for the convenience of Bidders.
Bidders are advised to read and understand the entire tender document package.**

Make sure your tender submission is complete. The Tender Submission Package must be legible, neat and filled out in ink.

Your bid is to include the following where applicable, but not limited to:

Items that must be submitted on Tender closing	Completed
Front Cover which includes:	
<ul style="list-style-type: none">• Filling in Contact information for Bidder	
<ul style="list-style-type: none">• Filling in the Amount of Tender	
<ul style="list-style-type: none">• Acknowledging receipt of Addendums (if applicable)	
<ul style="list-style-type: none">• Signed and Sealed Cover by Signing Officer authorized to bind the company	
Tender Submission Package Forms including:	
<ul style="list-style-type: none">• Bid Bond completed, signed and sealed by your company and the Surety Company licensed in the Province of Ontario on the form included	
<ul style="list-style-type: none">• City Policies Submission form completed	
<ul style="list-style-type: none">• Pricing Form completed	

Please firmly affix this address label to the envelope containing your submission.

Note: The front of your envelope must indicate ALL of the information shown on the above label.

Purchasing and Materials Management cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

If you have any questions feel free to contact the Corporate Buyer referred to on the Tender Call Cover Page.

Return Label

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Firm Name _____

Tender Call No. 171-2011

Contract No. N/A

Closing Date: 12:00 O'Clock Noon, July 25, 2011

**Chief Purchasing Official
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
100 Queen Street West
Toronto Ontario M5H 2N2
Canada**

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Section 1 – Tender Process Terms and Conditions

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1. Definitions

Throughout this Tender Call, unless inconsistent with the subject matter or context,

“Addenda” or “Addendum” means a document containing additional information or changes to the Tender Call issued by the City prior to the Closing Date;

“Bid” means an offer submitted by a Bidder in response to a Tender Call, which includes all of the documentation necessary to satisfy the submission requirements of the Tender Call and “Bids” shall have a corresponding meaning;

“Bidder” means a legal entity, being a person, partnership or firm that submits a Bid in response to a formal Tender Call and “Bidders” shall have a corresponding meaning;

“Buyer” means the main contact person at the City for all matters related to the Tender Call process, as set out on the Tender Call Cover Page;

“Chief Purchasing Official” means the person holding the position of Director of Purchasing and Materials Management whose responsibility it is to supervise and carry out the procurement function on behalf of the City and includes his or her designate;

“City” means the City of Toronto;

“Closing Date” means the specified deadline for Bids to be submitted to the City as indicated on the Tender Call Cover Page and any subsequent Addenda;

“Contract” means the Contract Execution Package duly executed by the Successful Bidder and the City with respect to the Work contemplated by this Tender Call, and shall be deemed to include all terms and conditions set out in this Tender Call;

“Contract Administrator” means the main contact person at the City for all matters relating to the project. The reference to “Project Manager” means the same;

“Contractor” means the Successful Bidder of the Tender Call with whom the City enters into a Contract with to perform the Work;

“Council” means City Council;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended, or any successor or replacement legislation

“Subcontractor” means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor;

“Successful Bidder” means the Bidder that has been selected to perform the Work.

“Tender Call” means this Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City.

“Work” means all services and deliverables to be provided by a Contractor as described in this Tender Call.

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2. Bidder's Responsibility

It shall be the responsibility of each Bidder:

- a) to examine all the components of this Tender Call, including all appendices, forms and addenda;
- b) to become familiar and comply with all of the terms and conditions contained in this Tender Call and the City's Policies and Legislation set out on the City of Toronto website at: <http://www.toronto.ca/calldocuments/policy.htm>

The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order issued based on its Bid.

3. Tender Submission Package

To submit a valid Bid, Bidders must complete, in ink, all the applicable forms in Section 3, and complete, sign and seal the Tender Call Cover Page.

As a means of facilitating the announcement of the Bid amounts, the Bidder is to complete the Tender Call Cover Page, including filling in the "Amount of Tender Call" in the space provided. This insertion is to facilitate the conduct of the Tender Call opening meeting only. For Lump Sum Tenders, in the event of any discrepancy between the information so inserted on the front cover and the amount set out in the Pricing Form in Section 3, the Pricing Form total shall govern. For Unit Price Tenders, where any discrepancy exists between the total price and the unit price, the unit price shall prevail and the total price shall be adjusted accordingly.

4. Bid Bond

Every Bid shall be accompanied by a Bid Bond in the provided form in the specified amount signed by a guarantee surety company, acceptable to the City of Toronto Treasurer, authorized by law to carry on business in the Province of Ontario, and having an office in Ontario, to secure the execution of the formal Contract.

Failure of a Bidder to submit a fully completed Bid Bond in the form enclosed in Section 3 - Tender Submission Package, shall result in the Bid being rejected as informal. Submitting a photocopy of the Bid Bond is not acceptable.

5. Site Meetings

Mandatory Site Meetings

If a mandatory site meeting has been indicated in the Tender Call, then interested Bidders **MUST** attend the site meeting to familiarize themselves with the project and ascertain the full extent of the work required. **Bidders submitting Bids that do not attend the mandatory site meeting SHALL be declared informal.**

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Optional Site meetings

If a mandatory site meeting is not required, interested Bidders may be invited to attend an optional site meeting as indicated on the Tender Call Cover Sheet to familiarize themselves with the project and ascertain the full extent of the work required. Any information available at the optional site meeting will be issued by an Addenda to the list of Bidders who purchased the Tender from the City.

6. Fair Wage Policy

The Bidder agrees to abide by the Fair Wage Policy as found in Section 7 – City Policies and pay its workers the appropriate wage as set out in the applicable Fair Wage Schedules. The Fair Wage Schedule that is applicable to this Tender Call is set out in Section 2 – Information for Bidders.

As per the Fair Wage Policy, In the case of a jurisdictional dispute or disputes as to rate of wages to be paid under the Contract or to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.

Failure to comply with the Fair Wage Policy, or being in violation of the Fair Wage Policy without paying restitution as set out in the Fair Wage Policy (*Chapter 67 – Fair Wage – Schedule A Fair Wage Policy § 67-A8D*) may result in the Bid being declared informal.

7. Questions

All questions concerning this Tender Call should be directed in writing to the Buyer as designated on the Tender Call Cover Page.

No other City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this Tender Call, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the Tender Call process may be grounds for rejection of its Bid.

8. Addenda

The City reserves the right to revise this Tender Call up to the Closing Date, *including extension of the Closing Date*. Any such revisions will be made by way of Addenda. Addenda will be faxed or emailed to the Tender Call pick up log.

All Bidders must comply with and acknowledge all addenda in their Bid. Failure to acknowledge receipt of Addenda on the Tender Call Cover Page **SHALL** result in the rejection of the Bid.

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9. Omissions, Discrepancies and Interpretations

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the Tender Call documentation or who is in doubt as to the meaning or has a dispute respecting any part of the Tender Call should notify the Buyer in writing not later than three (3) working days before the Closing Date. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the Tender Call documents.

10. Incurred Costs

The City will not be liable for, nor reimburse, any potential Bidder or Bidders, as the case may be, for costs incurred in the preparation and submission of any Bid.

The rejection or non-acceptance of any or all Bids shall not render the City liable for any costs or damages to any Bidder that submits a Bid.

11. Post-Submission Adjustments

No unilateral adjustments by Bidders to submitted Bids will be permitted.

If the City makes a written request to a Bidder for clarification of its Bid, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Bid.

12. Withdrawal of Bids

A) Prior to Submission Deadline

A Bid may be withdrawn at any time prior to the submission deadline by delivery to the City of Toronto Purchasing and Materials Management Division at the address therein specified of a written notice to that effect under the Bidder's duly attested corporate seal (or if the Bidder possesses no corporate seal, accompanied by a sworn statement establishing that the signatory of the notice has authority to bind the Bidder), which notice shall identify the contract Bidder and, if more than one Bid has been submitted by that Bidder, the Bid(s) to be withdrawn, on the basis that the Bid material for any Bid so withdrawn shall be returned to the Bidder as soon after the opening of all Bids as is convenient for the City of Toronto Purchasing and Materials Management Division.

13. Irrevocability

After the Closing Date each submitted Bid shall be irrevocable and binding on Bidders for a minimum period of 90 days.

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14. No Collusion

No Bidder may discuss or communicate about, directly or indirectly, the preparation or content of its Bid with any other Bidder or the agent or representative of any other Bidder or prospective Bidder. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Bid or terminate any ensuing contract.

15. Prohibition against Gratuities

No Bidder and no employee, agent or representative of the Bidder, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this Tender Call, whether for the purpose of securing a contract or seeking favourable treatment in respect to the award or amendment of the contract or influencing the performance of the contract, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of a contract or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Bidder, the City may exclude its Bid from consideration, or if a Contract has already been entered into, may terminate it without incurring any liability.

16. Acceptance of Bids

- A. The City shall not be obliged to accept any Bid in response to this Tender Call.
- B. The City may modify and/or cancel this Tender Call prior to accepting any Bid.
- C. Bids may be accepted or rejected in total or in part.
- D. The lowest quoted price may not necessarily be accepted by the City.
- E. In determining which Bid provides the best value to the City, consideration may be given to the past performance of any Bidder.
- F. The City reserves the right to verify the validity of information submitted in the Bid and may reject any Bid where, in the City's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.
- G. The City reserves the right to assess the ability of the Bidder to perform the contract and may reject any Bid where, in the City's sole estimation, the personnel and/or resources of the Bidder are insufficient.
- H. If, in the opinion of the City, any Bidder has underestimated the value of the goods and/or services to be provided as reflected in its submitted price/fee, the City may reject its Bid as unbalanced (i.e., not representative of the scope of the goods and/or services). The City may reject a bid if it determines, in its sole discretion, that the bid is materially unbalanced.

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A bid is materially unbalanced when:

- (1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (2) the City had determined that the bid may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment.

17. Informal Bids

Bids which are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.

The City reserves the right to waive immaterial defects and minor irregularities in any Bid.

The chart below lists irregularities and the respective action that will be taken by the Chief Purchasing Official, in determining whether a bid is informal. The Chief Purchasing Official is not limited to the following list for reasons to declare a Bid informal. Bidders are reminded to read the entire Tender Call document, as failure to comply with other requirements may or shall result in a Bid being declared informal.

IRREGULARITY	ACTION
Late Response	Automatic rejection and not read publicly.
Unsealed Envelopes	Automatic rejection
Insufficient Financial Security (No deposit or Bid Bond or Agreement to Bond or insufficient deposit or Bid Bond or Agreement to Bond).	Automatic rejection
Response not completed in non-erasable medium and signed in ink	Automatic rejection
Incomplete Response	Automatic rejection unless, in the opinion of the Chief Purchasing Official, the incomplete nature is trivial or insignificant.
Qualified Response (qualified or restricted by an attached statement unless allowed for).	Automatic rejection unless, in the opinion of the Chief Purchasing Official the qualification or restriction is trivial or not significant
Response received on documents other than those provided by the City	Automatic rejection unless, in the opinion of the Chief Purchasing Official the matter is trivial or insignificant
Execution of Agreements to Bond (Performance	

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IRREGULARITY	ACTION
Security)	
<ul style="list-style-type: none"> • Corporate seal or signature of authorized agents of bonding company missing 	Automatic rejection
Execution of Bid Bonds (Financial Security)	
<ul style="list-style-type: none"> • Corporate seal or signature of the bidder missing. 	Two (2) business days to correct
<ul style="list-style-type: none"> • Both corporate seal and signature of the bidder missing. 	Automatic rejection.
<ul style="list-style-type: none"> • Corporate seal or signature of authorized agents of bonding company missing. 	Automatic rejection.
<ul style="list-style-type: none"> • Other Bid Security - Uncertified Cheques 	Automatic rejection.
Documents – Execution:	
<ul style="list-style-type: none"> • Corporate seal or signature missing. 	Two (2) business days to correct.
<ul style="list-style-type: none"> • Corporate seal and signature missing 	Automatic rejection
Erasures, Overwriting or Strike-Outs which are not Initialed:	
<ul style="list-style-type: none"> • Uninitiated changes to responses which are minor (example: the respondent's address is amended by over-writing but not initialed) 	Two (2) business days to initial.
<ul style="list-style-type: none"> • Unit prices have been changed but not initialed and the contract totals are consistent with the price as amended. 	Two (2) business days to initial
<ul style="list-style-type: none"> • Unit prices have been changed but not initialed and the contract totals are not consistent with the price as amended. 	Automatic Rejection
Minor Irregularities	The Chief Purchasing Official shall have the authority to waive irregularities deemed to be minor.

18. Execute Contract

The Successful Bidder will be required to execute the Contract, including executing four original copies of the Form of Agreement, furnish a Performance Bond and Payment Bond, complete the insurance certificate and the Supplementary Statutory Declaration if required, within ten **(10)** working days, not including Saturday, Sunday or a legal holiday, after being notified by the City that the Contract is ready for signature.

Should the Bidder fail or refuse to execute the Contract within ten **(10)** working days after being requested by the City, it will be considered that the Bidder has abandoned all rights and interests in the award and the Bid Bond shall be forfeited to the City as liquidated damages.

Section 1 – Tender Process Terms and Conditions

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19. Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may:

- a) disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one year; and
- b) require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

20. Currency

Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

21. Tied Bids

In the event that the City receives two or more Bids identical in price, the City reserves the right to select one of the tied Bids by way of lottery or coin toss as set out in the Purchasing Procurement Processes Policy.

22. Mathematical Errors

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

23. Conflicts of Interest

In its Bid, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Bid.

The Bidder must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award on any contract, the City may, at its discretion, refuse to consider the Bid or withhold the awarding of any contract to the Bidder until the matter is resolved to the City's sole satisfaction.

Bidders are cautioned that the acceptance of their Bid may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The Successful Bidder for this project may participate in subsequent/other City projects provided the Successful Bidder has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an agreement by the Successful Bidder.

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24. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this Tender Call, the Work or the acceptance of any Bid:

- a) is and shall remain the property of the City;
- b) must be treated by Bidders and prospective Bidders as confidential;
- c) must not be used for any purpose other than for replying to this Tender, and for fulfillment of any related subsequent agreement.

25. Ownership and Disclosure of Bid Documentation

The documentation comprising any Bid submitted in response to this Tender Call, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this Tender Call, once received by the City:

- a) shall become the property of the City;
- b) shall become subject to MFIPPA, and may be released, pursuant to that Act.

Because of MFIPPA, prospective Bidders are advised to identify in their Bid material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder's name and price shall be made public. Bids will be made available to members of Council on a confidential basis and may be released to members of the public pursuant to MFIPPA.

26. Intellectual Property Rights

Each Bidder warrants that the information contained in its Bid does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Bid.

27. Governing Law

This Tender Call and any Bid submitted in response to it and the process contemplated by this Tender Call shall be governed by the laws of the Province of Ontario. Any dispute arising out of this Tender Call or this Tender Call process will be determined by a court of competent jurisdiction in the Province of Ontario.

Section 2 – Information for Bidders

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1. General Information

Section 1 – Tender Process Terms and Conditions sets out the terms and conditions that will be used during the process of the Tender Call. Each Bidder should review the terms and conditions to understand the rules related to the Tender Call process.

Section 2 – Information for Bidders contains general information and instructions for Bidders in relation to filling out this Tender Call.

Section 3 – Tender Submission Package contains the forms that must be filled out and returned to form a complete bid. Please see below for instructions.

Section 4 – Scope of Work contains the scope of work for the Tender Call, the specifications that must be abided by for the Tender Call and any related drawings to understanding the work required. Bidders should review this section in detail to fully understand what the Bidder is bidding on.

Section 5 – General Conditions of Contract contain the City of Toronto's general conditions of Contract that set out the responsibilities of the Contractor and the City. This forms part of the Contract that will be awarded to the lowest compliant Bidder. The Bidder should review these terms to understand the Contract being entered into with the City.

Section 5A – Specific Conditions of Contract, if included, contains additional terms for the Contract that supersedes or adds to the General Conditions of Contract. The Bidder should review these terms to understand the Contract being entered into with the City.

Section 6 – Contract Execution Package contains examples of the Contract, Performance/Payment Bonds, Insurance Certificate and various Statutory Declarations that will be completed by the winning Bidder after the award and notification by the City is made. These forms do not have to be submitted for the Bid to be valid. Please see Section 1, Clause 18 for additional information on the execution of the Contract.

Section 7 – City Policies contains specific City Policies related to the Tender Call. It is the responsibility of the Bidder to review all of the City's Policies related to the Tender Call located in Section 7 and as found on the City's website at www.toronto.ca/tenders/index.htm.

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

2. Mandatory Site Meeting

Interested Pre-qualified bidders are invited to attend the following Mandatory Site Meeting for the Pre-qualified Bidders only to ascertain the amount of work involved. **A Mandatory Site Meeting will take place at 10:00 am local time on July 7, 2011 on site. Meet with the City representative at the front doors of the building, Ramsden Yard located at 1008 Yonge Street, Toronto.** Site meetings will not be available at any other times so Bidders may choose to invite their sub-contractor to the meeting however, the sub-contractor is not required to sign-in. Bidders must sign in with the City's Representative at the Mandatory Site Meeting during the designated date and time for their Bid to be considered. Bidders submitting Bids that do not attend the Mandatory Site Meeting **SHALL** be declared informal.

Please Note:

This Tender is for the following Pre-qualified bidders **only** that have pre-qualified from request for Pre-qualification No. 3907-10-5128 – Building Selective Demolition, Interior Alterations and Building System Upgrades at Ramsden Yard located at 1008 Yonge Street, Toronto:

- Aecon Buildings
- M.J. Dixon Construction Ltd.
- PCL Constructors Canada Inc.
- Clifford Construction Ltd.

Specifications and Drawings: Will be handed out at the Mandatory Site Meeting only and will be available in PDF format on CD's for vendors who have purchased the Tender document.

3. Deadline for Questions

All questions concerning this Tender Call should be directed in writing to the Buyer indicated on the Tender Call Cover Page. The last day for questions with respect to this Tender Call is three (3) working days before closing time and date.

4. Fair Wage Schedule Information

The Fair Wage Schedule that is applicable to this Tender Call is the:

"INDUSTRIAL/COMMERCIAL/INSTITUTIONAL WORK (I.C.I.)"

Please review a copy of the Fair Wage Schedule applicable to this Tender Call. The Fair Wage Schedules can be found at the following website:

<http://www.toronto.ca/fairwage/index.htm>

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

In the event that other Fair Wage Schedules may overlap the work covered by this Contract or if you have any questions with respect to the Fair Wage Policy or the Fair Wage Schedules please contact the Fair Wage Office by:

- Tel: (416) 392-7300
- Fax:(416) 392-0801
- E-Mail: fairwage@toronto.ca

5. Payment and Discount Terms

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, the City will endeavour to pay within the vendor's terms from the receipt date of the invoice in Corporate Accounts Payable Unit - Metro Hall, 55 John Street, 14th floor

Payment terms should be clearly indicated on the invoice including early payment terms.

The City will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice in the Corporate Accounts Payable unit.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Accounting Services Division, and Corporate Accounts Payable unit.

City of Toronto offers secure electronic deposit payments directly to your bank account through our "Direct Deposit" program. For more information and/or to enrol for this payment option, please email us at FASPDD@toronto.ca or contact our AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235.

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email at APinvoices@toronto.ca .

Note: Electronic invoices submitted must be in a PDF format as an attachment. If you have any questions regarding this process, please contact our AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235

5.1 City of Toronto - Invoice/Billing Requirements

To help us pay you promptly, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to you without payment.

- 1) All original vendor invoices must be addressed and be sent DIRECTLY to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14 Floor, Metro Hall
Toronto, ON M5V 3C6

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

- 2) Invoice/s submitted to the City of Toronto must have complete ship to information including:
- I. Name of City Division,
 - II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),
 - III. Delivery location of goods and/or services (excluding pick-up order),
 - IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

- 3) City purchases with the use of a credit card/Pcard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.

5.2 Contract Release Order

A request for delivery in the form of a Contract Release Order (CRO) will be issued for each release against this contract.

All invoices submitted for payment must contain:

- I. Blanket Contract Number
- II. Contract Release Order Number (CRO)

Under no circumstances are Contract Release Orders to be filled for commodities or services that are not included on this Contract.

The total value estimated on this Contract including all charges, excluding any applicable taxes, is not to be exceeded without further authorization.

This Contract shall not be valid once the specified period has elapsed unless an extension has been requested by the City.

The City, in its sole discretion, has the right to terminate the contract prior to the expiration of the term without cause or penalty, provided the Total Value Estimated as specified on the Contract Order has been reached.

5.3 Exceptions

The above standard billing requirement for invoices must be followed excluding exceptions for vendor invoices related to approved capital projects subject to construction lien holdbacks.

Billing requirement direction will be provided by the contract custodian or city divisional designate.

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

For any further vendor invoicing information, please contact Corporate Accounts Payable at APHelp@toronto.ca or 416-397-5235.

6. Instructions for Section 3 Tender Submission Package

6.1 Mandatory Bid Submission Requirements

The following must be completed in its entirety and submitted with your Bid at the time of closing. Failure to submit SHALL result in the Bid being rejected as informal.

A. Tender Call Cover Page

Bidder must fill in all information as requested in ink. Remember to have the cover signed and sealed by an authorized signing officer, if a corporation. If not a corporation, have the cover signed by an authorized signing officer.

Remember to indicate the receipt of all addenda.

B. Bid Bond

Every bidder shall submit with their Bid a Bid Bond in the amount of 10% of Quoted Bid to provide a Performance Bond and a Labour and Material Bond for the due and proper performance of the work, each in the amount of 50% of the contract amount including an extended 24 month warranty period. The Bonds will be issued by a licensed surety company authorized to transact business in the Province of Ontario and shall be maintained in good standing until the fulfilment of the contract.

The bonds shall be in accordance with the City's standard form attached to this document..

Failure of a Bidder to submit a fully completed Bid Bond, in the form enclosed in the Tender Submission Package SHALL result in the Bid being rejected as informal.

Should the Bidder fail or refuse to execute the Agreement within ten (10) working days after being requested by the City, it will be considered that the Bidder has abandoned all rights and interests in the award and the Bid Bond shall be forfeited to the City as liquidated damages.

C. City Policies Submission Form

The Policy Submission Form contains three statements from different City of Toronto Policies. The complete text of these policies can be found on the City's website (<http://www.toronto.ca/calldocuments/policy.htm>). The Bidder shall answer the questions posed and include the submission form with the completed Tender Submission Package.

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

D. Pricing Form

All instructions to fill out the Pricing Form can be found on the first page of the Pricing Form in Section 3.

In the event of any discrepancy between the information provided on the Tender Call Cover Page and the amount set out in the Pricing Form, the Pricing Form shall govern.

In the event of any discrepancy between the total price and the unit price, the unit price shall prevail and the total price shall be adjusted accordingly.

6.2 Mandatory Submission Requirements Prior to Award

The Bidder must submit the following documents within 5 working days upon being contacted by the City. Failure to submit the documents within this time limit will result in disqualification of the Bid.

A. Statutory Declaration with Asbestos Abatement

It is the Bidder's responsibility as "Constructor" under the provisions of the *Occupational Health and Safety Act* of Ontario, R.S.O. 1990, c. O.1, as may be amended (hereinafter "OHSA"), to co-ordinate the activities of all employees and workers under the Bidder's control operating within the Contract limits to ensure that the requirements of the OHSA are satisfied.

To that end, the Bidder must complete the Statutory Declaration found in Section 3 indicating whether they comply with the OHSA. This Statutory Declaration must be signed and declared before a Commissioner of Oaths. The Statutory Declaration states that:

- i) the Bidder and all Sub-Contractors have in place safety programs according to the requirements of the OHSA;
- ii) all employees of the Bidder and Sub-Contractors have received training in occupational safety in accordance with the requirements of the OHSA; and
- iii) a representative of the Bidder, whom he shall designate and name in the required Statutory Declaration, with responsibility for supervising the Contract's implementation is qualified as a "Competent Person" as defined in the OHSA.

In the case where the Bidder has indicated "HAVE NOT" in either or both of sub-clauses 3(A) or 3(B) of the Statutory Declaration submitted with his Bid and has been awarded the Contract, the Bidder will be required to submit a Supplementary Statutory Declaration after award of the Contract in the form provided in Section 6 entitled "Supplementary Statutory Declaration" to the effect that the requisite training and programmes are in place. The Bidder will bear full responsibility for all consequences, financial or otherwise, of any failure or delay by the Bidder in submitting the Supplementary Statutory Declaration.

Section 2 – Information for Bidders

Tender Call No. 171-2011 Contract No. N/A

B. List of Subcontractor Form

Upon request the Contractor will be required to provide a list of subcontractors and associated work types to the City for its review and approval prior to award.

The Contractor will not be permitted to change any named Subcontractor without the written approval of the Contract Administrator. Any request for changing a named Subcontractor must be submitted in writing.

The Contractor acknowledges that upon receipt of such a request by the City, the review and approval process could take a time to complete. Any delay in the commencement of the Work or in the performance of the Work or in the Contractor's performance of its obligations under the Contract related to or arising from the City's consideration of the Contractor's request for a Subcontractor change shall be solely borne by the Contractor.

Where union affiliation is required pursuant to the City's "Labour Trades Contractual Obligations in the Construction Industry" (more particularly described in the document attached to the Applicable City Policies section) for the Work or any part thereof, the Contractor (and any Subcontractor performing any part of such Work) must be affiliated with the applicable collective bargaining agency and the Bidder shall submit proof of such affiliation of the Contractor prior to an award of contract.

Section 3 – Tender Submission Package

Bid Bond

Tender Call No. 171-2011 Contract No. N/A

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we

herein called the "Principal"

- and -

herein called the "Surety"

are jointly and severally held and firmly bound unto the City of Toronto, hereinafter called the "City", each, in the penal sum of

10% of Quoted Bid

of lawful money of Canada, to be paid to the City or to its successors or assigns for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective executors, administrators, successors and assigns and every of them forever firmly by these presents.

SEALED with our several and respective seals.

DATED this _____ day of _____ 20____

WHEREAS the said Principal is herewith submitting to the City its Tender for

TENDER CALL NO. 171-2011

CONTRACT NO. N/A

and the said Tender provides that it is to continue open to acceptance and to be irrevocable until the formal contract is executed by the successful Bidder.

Section 3 – Tender Submission Package

Bid Bond

Tender Call No. 171-2011 Contract No. N/A

NOW the condition of this obligation is such that if, on acceptance of the Tender of the aforesaid Principal in accordance with the terms and conditions of said Tender within 90 days from the closing date of the Tender, the said Principal shall, within the time required, enter into a formal contract and give good and sufficient bonds required by the said Tender to secure

- (i) the performance of the terms and conditions of the contract, and
- (ii) payment for certain labour and materials,

both in the forms required by the City then this obligation shall be void; otherwise the Principal and Surety will pay unto the City the difference in money between the total amount of the Tender of the said Principal and the sums of the amount for which the City legally contracts with another party to perform the work and for which the City of Toronto may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders if the latter sums of the amount be in excess of the former; but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

SEALED AND DELIVERED)	_____
in the presence of)	_____
)	_____
	)	Principal
)	_____
)	_____
)	_____
	)	Surety

Section 3 – Tender Submission Package
Statutory Declaration Form with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

DOMINION OF CANADA	}	IN THE MATTER of a proposed Contract for
	}	
PROVINCE OF ONTARIO	}	_____
	}	
JUDICIAL DISTRICT	}	_____
	}	
OF YORK;	}	_____
	}	
TO WIT:	}	_____

as hereinbefore described on the first page of the TENDER CALL PACKAGE.

I/we _____

of the city / town / village of _____

in the province of _____ do solemnly declare as follows:

**IF AN INDIVIDUAL
STRIKE OUT "OF"**

1. I am _____
(If an incorporated Company, state "President", "Secretary", or as the case may be)

of _____
(State Firm Name)

the Bidder herein.

**IF AN INDIVIDUAL
CARRYING ON A
BUSINESS UNDER
A FIRM NAME, USE
THE FOLLOWING
PARAGRAPH**

I am the Bidder herein and I carry on business at _____
under the name of _____ and
(State Firm Name)

there is no other person associated with me in partnership.

**IF A
PARTNERSHIP,
USE THE
FOLLOWING
PARAGRAPH**

We are the Bidders herein and we carry on business at _____
in partnership,
under the name of _____ and
(State Firm Name)

we are the only members of such partnership.

Section 3 – Tender Submission Package
Statutory Declaration Form with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

2. I/We have a health and safety policy and a programme to implement such policy as required by clause 25 (2) (J) of the Occupational Health and Safety Act. R.S.O., 1990, c. O.1, as may be amended (hereinafter "OHSA"), and the said policy does not conflict with the Health and Safety Policy of the City of Toronto.
 3. With respect to the goods and services contemplated in the above Contract, the Bidder and its proposed Subcontractors
 - a) **HAVE/HAVE NOT YET **** conducted training, for all personnel to be involved in providing such goods and services (including but not limited to employees and workers as well as the employees and workers of all sub-contractors), as required by the OHSA and all regulations thereunder, including those with respect to the workplace hazardous materials information system, industrial establishments, construction projects, confined spaces and designated substances.
 - b) **HAVE/HAVE NOT YET **** put into effect all programmes relating to designated substances as required by the regulations under the OHSA.
 - c) **HAVE/HAVE NOT YET **** put into effect all programs and plans related to confined spaces as required by the regulations under the OHSA.
 - d) In the case where "HAVE NOT YET" has been indicated in either or all of (a), (b) or (c) the Bidder undertakes to provide to the Executive Director or General Manager of the respective Division a "Supplementary Statutory Declaration" on the form provided following award of Contract that the requisite training and/or programmes have been completed in order that a written order to commence Work may be issued by the Executive Director or General Manager, and undertakes that no claim for delay or extension of Contract will be made for failure by the Bidder to comply with this requirement.
- ** EITHER "HAVE" OR "HAVE NOT YET" TO BE STRUCK OUT AND INITIALLED**
- *** BIDDER TO WRITE IN THE NAME OF THE DESIGNATED "COMPETENT PERSON"**
4. (a) The Bidder Designates ******* _____, a representative of the Bidder who shall be assigned to a supervisory role over the work of the Contract and who has received training in the provisions of the OHSA which qualifies him/her to act as a "Competent Person" as defined in the OHSA, in order to have him/her act in an informed and responsible manner in complying with the OHSA and the Contractor's role as employer under the terms of this Contract and the OHSA.
 4. (b) Without limiting the generality of the foregoin, the Bidder's supervisors **HAVE/HAVE NOT YET **** received, in addition to the training set out in 3(a), a program of Asbestos Management Training which meets the requirements of Ontario Regulation 278/05 (Designated Substances – Asbestos on Construction Projects and in Buildings and Repair Operations) and which includes the matters set out in Appendix "B".
 4. (c) Without limiting the generality of the foregoing, the Bidder **HAS/HAS NOT YET **** provided to its supervisors and all personnel (including but not limited to employees and workers as well as the employees and workers of all sub-contractors) training with respect to Asbestos Abatement which meets the requirements of Ontario Regulation 278/05 (Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations)

Section 3 – Tender Submission Package
Statutory Declaration Form with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

and which includes the matters set out in Appendix "A". Effective November 1, 2007, and in accordance with section 20 of Ontario Regulation 278/05, for type 3 operations, supervisors and personnel (including but not limited to employees and workers as well as the employees and workers of all sub-contractors) **HAVE/HAVE NOT YET** completed the Asbestos Abatement Worker Training program approved by the Ministry of Training Colleges and Universities.

- 5. I/We have carefully read through the foregoing Tender Call Package, and to the best of my/our information, knowledge and belief the several matters stated in the said Bid are in all respects correct and true.
- 6. I am/We are each of the full age of twenty-one years or over.

And I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "the Canada Evidence Act".

SEVERALLY DECLARED before me at the _____ }
_____ of _____ in _____ }
the Province of Ontario }
this _____ day } _____ }
of _____ 20____ } Signing Officer of Company

A Commissioner, etc.

Section 3 – Tender Submission Package
Statutory Declaration Form with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

APPENDIX “A”

“ASBESTOS ABATEMENT TRAINING”

- history of asbestos and asbestos-containing materials;
- the hazards of asbestos;
- health effects associated with asbestos exposure;
- methods of controlling asbestos hazards;
- review of Ontario’s Occupational Health and Safety Act and Regulation (278/05) pertaining to asbestos;
- reasons for abatement;
- Type 1, Type 2 and Type 3 abatement methods and procedures;
- notification of project procedures;
- use and maintenance of personal protective equipment;
- air monitoring and analysis procedures;
- asbestos disposal requirements;
- overview of asbestos products in switch gears, roof felts and underground tanks;
- owner’s and employer’s responsibilities;
- employee’s responsibilities;
- consultant roles and responsibilities;
- contractor roles and responsibilities;
- access procedures for areas containing asbestos
- procedure regarding unplanned asbestos identification;
- use of air monitoring/testing equipment;
- use of respirators;
- use of disposable clothing;
- construction of enclosure with decontamination facility (exhaust unit, worker access, airlocks, etc.) including a transfer room and clean room;
- use of air movement and filtration system;
- use of vacuum system (HEPA);
- use of hand tools, cleaning tools;
- use of poly sheeting, bags, labels and tape;
- use of warning signs;
- use of surfactants and encapsulents; and
- use of airless electric sprayer.

Training on the aforementioned topics shall have been delivered no more than 6 months prior to the commencement of the Work, and proof of training shall be provided to the City immediately prior to the commencement of the Work and the Bidder shall retain a copy to be made available for inspection upon request.

Section 3 – Tender Submission Package
Statutory Declaration Form with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

APPENDIX “B”

“ASBESTOS MANAGEMENT TRAINING”

- Occupational Health and Safety Act and Regulations and Ontario Regulation 278/05 regarding Asbestos
- Identification of health hazards
- Legislated employer duties
- Responsibilities of Workers
- Legislated constructor duties
- Legislated Asbestos Management Plans
- Ongoing Asbestos Management in Buildings, O Reg 278/05
- Asbestos Records
- Asbestos Management Program
- Building Surveys
- Control considerations including management plan, encapsulation / encasement, enclosure, removal
- Asbestos Waste Disposal
- Environmental Protection Act
- Ontario Regulation 347
- Packaging Waste
- Transporting Asbestos
- Legislation Requirements
- General Respirator Limitations
- Types of Respirators
- Parts of a Respirator
- Visual Inspection
- Fit Checks
- Particulate Filters
- General Guidelines for Abatement Activities
- Classifying Activities
- Work Procedures – Type 1, Type 2 and Type 3 abatement methods and procedures

Training on the aforementioned topics shall have been delivered no more than 6 months prior to the commencement of the Work, and proof of training shall be provided to the City immediately prior to the commencement of the Work and the Bidder shall retain a copy to be made available for inspection upon request.

Section 3 – Tender Submission Package

City Policies Submission Form

Tender Call No. 171-2011 Contract No. N/A

Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request

To ensure fair and equal treatment in its competitive procurements, the City of Toronto will undertake to:

- disallow bidders/proponent from submitting a Bid to any Tender, Quotation, or Proposal call in which the bidders/proponent has participated in the preparation of the call document; and
- a bidders/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the Bidder, assist the City of Toronto in the preparation of this Tender Call Document (this question does not refer to your Bid)?

Yes _____ No _____

Policy on Restrictions on Hiring and Use of Former City of Toronto Management Employees for City Contracts

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Bidders are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: _____

Policy on the Purchase of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development

Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development. Therefore, preference will be given to bidders that obtain products from any country other than the aforementioned, but this criteria will not be used to disqualify any Bidder.

Bidders are to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development.

Yes _____ No _____

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

**PRICE SCHEDULE FORM
ITEMIZED PRICES**

**BUILDING SELECTIVE DEMOLITION, INTERIOR ALTERATIONS AND BUILDING SYSTEM UPGRADES AT
RAMSDEN YARD LOCATED AT 1008 YONGE STREET, TORONTO.**

ALL BIDDERS MUST COMPLETE IN FULL AND SUBMIT THIS PRICE SCHEDULE FORM, ITEMIZED PRICES, WITH YOUR BID SUBMISSION BY THE CLOSING TIME AND DATE. FAILURE TO COMPLETE THIS PAGE IN FULL WILL DECLARE YOUR BID SUBMISSION AS BEING DISQUALIFIED.

BIDDERS THAT DO NOT FULLY COMPLETE THIS FORM (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A" OR "TBD", DASHES OR HYPHENS) WILL BE DISQUALIFIED.

NAME OF CONTRACTOR: _____

The City reserves the right to award work identified for this quotation in whole or part should it be deemed in the interest of the City to do so. The City reserves the right to not award this quotation or any part of this quotation to the lowest or any bidder. In addition, the City has the right to reduce the scope of work from the contract by the amount as indicated for each Itemized Price as listed below.

The following itemized prices shall be INCLUDED in the Quoted Bid Price (H.S.T. excluded). These items do not necessarily represent all of the work specified in this Quotation.

- a) **CONTINGENCY ALLOWANCES** (H.S.T. excluded) is an allowance for additional work that may be authorized by the owner. Do not add overhead, profit or any taxes to this amount when calculating the total bid price. **Work for any extras will have a maximum markup of 15% overhead and profit for work carried out by the General Contractor. The General Contractor is only entitled to a maximum markup of 5% overhead and profit on work carried out by their sub-contractors (1)\$ 225,000.00**

(1) Overhead and Profit shall include but is not limited to all administration costs including head office and site administration, safety training and meetings, supervision, travel costs including cost to and from the site, copying, printing, faxing, telephone charges, email charges, computer and software, drafting, O&M manuals, record keeping, financing and small tools, cleaning and waste disposal.

- b) **CASH ALLOWANCES** (H.S.T. excluded)
Such are intended to cover the net cost to the Contractor of providing the pre-determined services, products, or for other authorized expenses specified. The Total Bid Price, and not the Cash Allowances, shall include the Contractor's overhead, and profits, supervision on such cash allowances. If cost exceeds the cost allowance, the extra sum is an extra to the contract, if cost is less the unused portion is credit to the contract.

- 1) Supply and Install Supply of Window Treatment such as privacy film, blinds and window coverings and Wayfinding Signage..... **\$7,000.00**
- 2) Additional Testing and Inspection requested by Owner (2)..... **\$6,000.00**

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

3) Data and IT Allowance for additional equipment above base contract requirements.....	\$6,000.00
4) Environmental Soils Characterization	\$7,000.00
5) Hydro Service Application	\$5,000.00

(2) Owner Directed Inspections and Testing for any testing over and above the minimum inspection and testing requirements specified in the Technical Specifications. Payments from the Cash Allowance will not be permitted without prior written approval of the City Project Manager. The City will direct useage and procurement of inspection agencies under this Cash Allowance.

c) WORK SPECIFIED

It is agreed and understood that the following price will apply to the complete applicable work specified in the specification. Include in the price all overheads, profits and statutory charges as applicable (HST excluded).

- 1) Work Specified\$ _____
Include all work required in order to successfully implement the work of the project identified in the specifications and drawings and not listed below in (2) to (21).
- 2) Mobilization\$ _____
- 3) Demobilization\$ _____
- 4) Building A\$ _____
Exterior masonry tuckpointing and restoration including metal entrance gates and exterior decorative metal elements as per specifications.
- 5) Building B\$ _____
Exterior masonry tuckpointing and restoration including decorative metal elements as per specifications.
- 6) Building C\$ _____
Exterior masonry tuckpointing and restoration including decorative metal elements as per specifications.
- 7) East Parking Lot \$ _____
Include all work to refurbish the existing east parking lot including asphalt (paving), concrete curbing, concrete sidewalks, lighting standards and line painting as per specifications and drawings.
- 8) Building A, B and C Fire Protection\$ _____
Supply and installation of fire sprinkler systems including connection to existing DCW line, backflow preventor and valving assembly in accordance with specifications and drawings.

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

- 9) Building A Mechanical AC Unit #1\$ _____
Supply and installation of air cooled roof mounted air conditioning unit #1 and associated ductwork including all associated power and control requirements for a complete installation as per the specifications and drawings.
- 10) Building A Mechanical AC Unit #2\$ _____
Supply and installation of air cooled roof mounted air conditioning unit #2 and associated ductwork including all associated power and control requirements for a complete installation as per the specifications and drawings.
- 11) Building A Mechanical AC Unit #3\$ _____
Supply and installation of air cooled roof mounted air conditioning unit #3 and associated ductwork including all associated power and control requirements for a complete installation as per the specifications and drawings.
- 12) Building B Mechanical AC Unit #4\$ _____
Supply and installation of air cooled roof mounted air conditioning unit #4 and associated ductwork including all associated power and control requirements for a complete installation as per the specifications and drawings.
- 13) Building B Mechanical AC Unit #5\$ _____
Supply and installation of air cooled roof mounted air conditioning unit #5 and associated ductwork including all associated power and control requirements for a complete installation as per the specifications and drawings.
- 14) Block Heaters and Associated Conduit and Wiring\$ _____
- 15) Lockers and Benches, supply only\$ _____
- 16) Windows Replacement for Buildings A.....\$ _____
Supply and installation of replacement windows including associated work for a complete installation as per the specifications and drawings.
- 17) Windows Replacement for Buildings B.....\$ _____
Supply and installation of replacement windows including associated work for a complete installation as per the specifications and drawings.
- 18) Windows Replacement for Buildings C.....\$ _____
Supply and installation of replacement windows including associated work for a complete installation as per the specifications and drawings.

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

19) Electric Window Operators for Buildings A,B&C.....\$ _____
Including all associated power and control requirements
for a complete installation as per the specifications and drawings

20) All Associated Voice and Data Cabling as per designated
sub-contractor Bell\$ _____
*(Note: A bid price included for this item confirms that
the GC has contacted Bell and reviewed the Bell quote
as part of the tender evaluation and the scope of
work between Bell and the GC is concise and complete.)*

21) All Associated Roof Work for Installation of HVAC
Equipment including all ancillary equipment as per designated
sub-contractor Dufferin Roofing..... \$ _____
*(Note: A bid price included for this item confirms that the
GC has contacted Dufferin Roofing and reviewed their
quote as part of the tender evaluation and the scope of
work between Dufferin Roofing and the GC is concise
and complete.)*

d) **QUOTED BID PRICE (H.S.T. excluded)**
It is agreed and understood that Quoted Bid Price is the total of the items identified in a), b)
and c) listed above.

Quoted Bid Price: \$ _____

HST Calculation: \$ _____

Total Quoted Bid Price (including HST): \$ _____

(Please indicate this amount on the Tender Call Cover Page)

e) The City reserves the right to remove the items 4 through to 21 under part "c" and items 1
through 5 under part "b" of this section when issuing the purchase order.

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

**PRICE SCHEDULE FORM
UNIT PRICES**

BUILDING SELECTIVE DEMOLITION, INTERIOR ALTERATIONS AND BUILDING SYSTEM UPGRADES AT RAMSDEN YARD LOCATED AT 1008 YONGE STREET, TORONTO.

ALL BIDDERS MUST COMPLETE IN FULL AND SUBMIT THIS PRICE SCHEDULE FORM, UNIT PRICES, WITH YOUR BID SUBMISSION BY THE CLOSING TIME AND DATE. FAILURE TO COMPLETE THIS PAGE IN FULL WILL DECLARE YOUR BID SUBMISSION AS BEING DISQUALIFIED.

BIDDERS THAT DO NOT FULLY COMPLETE THIS FORM (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A" OR "TBD", DASHES OR HYPHENS) WILL BE DISQUALIFIED.

NAME OF CONTRACTOR: _____

1. It is agreed and understood that the following Unit Prices will apply to changes to the Work. Include in these Unit Prices charges for materials, labour, equipment, delivery handling, disposal, duties and statutory charges, overhead and profit, and other related charges, on account of such work, measured complete in place. These unit prices do not include H.S.T. The appropriate H.S.T. amount shall be added to the Total change in price when these Unit Prices are applied
2. UNIT PRICES (UNIT PRICES FOR "CREDIT" shall be 100% of Unit Prices for "EXTRA").
Note: credit is any deletion from the contract and Extra refers to any addition to the contract. Any modifications to this form will result in Disqualification.

Refer to Items No. 1 to 14 listed below on this page and continued on next page:

No.	Item Description	ADD/DELETE
.1	Painting (Primer and two finish coats to Walls, doors / frames	\$_____ Sq. Ft
.2	Typical Light Fixture (Supply and Install)	\$_____ each.
.3	110 Power Outlet (Supply and Install)	\$_____ each.
.4	LED-Type Exit Sign (Supply and Install)	\$_____ each.
.5	Relocate Supply Air Diffuser	\$_____ each.
.6	Additional Supply Air Ductwork	\$_____ Lin.Ft
.7	Epoxy Flooring	\$_____ Sq. Ft
.8	Partition Type A Specified on Drawing No. A21-01-01	\$_____ Lin. Ft
.9	Partition Type B Specified on Drawing No. A21-01-01	\$_____ Lin. Ft
.10	Partition Type C Specified on Drawing No. A21-01-01	\$_____ Lin. Ft

Section 3 – Tender Submission Package
Pricing Form

Tender Call No. 171-2011 Contract No. N/A

.11	Partition Type B1 Specified on Drawing No. A21-01-01	\$_____ Lin. Ft
.12	Partition Type C1 Specified on Drawing No. A21-01-01	\$_____ Lin. Ft
.13	Partition Type C2 Specified on Drawing No. A21-01-01	\$_____ Lin. Ft
.14	Partition Type C3 Specified on Drawing No. A21-01-01	\$_____ Lin. Ft

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

**PRICE SCHEDULE FORM
SEPARATE PRICES**

BUILDING SELECTIVE DEMOLITION, INTERIOR ALTERATIONS AND BUILDING SYSTEM UPGRADES AT RAMSDEN YARD LOCATED AT 1008 YONGE STREET, TORONTO.

ALL BIDDERS MUST COMPLETE IN FULL AND SUBMIT THIS PRICE SCHEDULE FORM, SEPARATE PRICES, WITH YOUR BID SUBMISSION BY THE CLOSING TIME AND DATE. FAILURE TO COMPLETE THIS PAGE IN FULL WILL DECLARE YOUR BID SUBMISSION AS BEING DISQUALIFIED.

BIDDERS THAT DO NOT FULLY COMPLETE THIS FORM (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A" OR "TBD", DASHES OR HYPHENS) WILL BE DISQUALIFIED.

NAME OF CONTRACTOR: _____

The Separate Price(s) is (are) not to be included in the Stipulated Price.

The amount quoted for each separate item Includes all overheads, profits and statutory charges as applicable (HST excluded). The City reserves the right to select none of these items or any items at the time of award of this Quotation or within 2 months of the award of this Quotation. The Stipulated Price will be adjusted in accordance with the amount shown on this Appendix for the particular item or items selected.

1. The Change to Stipulated Quote Price for the extra materials and work is as indicated:
 - A. Replacement of Existing Garage Floor Epoxy Flooring (Building C).
Provide a Separate Price for removal of old delaminated epoxy flooring and for the replacement with New Epoxy Flooring excluding the area shown in Storage/Supply Room C10 which is included in the base bid. Material and details to be as per same system noted in the drawings and specifications.\$ _____(HST excluded).

**Section 3 – Tender Submission Package
Pricing Form**

Tender Call No. 171-2011 Contract No. N/A

PROPOSED ALTERNATIVES

THIS FORM CONSTITUTES PART OF THIS CONTRACT

NAME OF CONTRACTOR:

1. Contractor proposes to use materials or equipment as a suitable alternative to the following product(s):

Specified in Section _____ of the Specifications, the following alternative:

2. The Proposed Alternative is submitted for the following reason:

3. We ensure that a comparison has been made of all specified characteristics, that the Proposed Alternative does not alter the intent of the Drawings and Specifications. We hereunder tabulate significant variations which lessen or increase the performance characteristics (including weight and/or dimensions), or the quality of the material or equipment specified.

For the Specified Product	For the Proposed Alternative

(Attach cuts and engineering specification date if pertinent)

4. The change to the Stipulated Sum quoted, if the Proposed Alternative is accepted, excluding the H.S.T. is:

..... .Dollars (\$.....)

ADDITION/ DEDUCTION

Section 4 – Scope of Work

Tender Call No. 171-2011

SCOPE OF THE WORK

The Contractor shall furnish all labour, materials, equipment and supervision to construct this project at 1008 Yonge Street in accordance with the drawings and specifications including any addenda issued during the time of bidding. This work shall include, but not necessarily be limited to the short summary below:

1. Provide detailed schedule in MS Project format, indicating phases and completion within period specified. The schedule must adhere to the City's guidelines and restrictions regarding staff moves, and is to be approved by the City prior to commencement of work. Update schedule as required or requested by the City of Toronto Project Manager to ensure accuracy of project deliverables.
2. Planning, scheduling, co-ordination and supervision of all sub-trades and work during the implementation of the scope of work. Ensure that sub-trades are co-ordinated in a manner to cause the least amount of disruption and shortest project duration.
3. Provide a construction sequencing and staging plan to the City of Toronto Project Manager indicating site access, safety barriers, material staging area, work area, phasing of work and disposal bin location. This plan must be approved by the City of Toronto prior to any mobilization on site.
4. Protection of existing facility, and adjacent facilities, finishes, etc. during project. Any damages caused by the contractor to existing facilities will be the contractors responsibility to rectify.
5. Selective demolition of existing building elements and services necessary to facilitate the new work and as indicated in the attached Construction Documents.
6. Removal and disposal of existing finishes and remaining items in the building and as indicated in attached Construction Documents.
7. Patching and making good of existing finishes to match existing affected by the new work as indicated in the attached Construction Documents and any areas damaged by trades during the work.
8. Structural Modifications including new concrete work, wood joist reinforcing and structural steel framing and as noted on the Construction Documents.
9. New construction as indicated in attached Construction Documents.
10. Supply and installation of new finishes as indicated in attached Construction Documents including floor treatments.
11. Additions and Revisions to the Electrical Systems, and Lighting and as indicated in attached Construction Documents.
12. Additions and Revisions to Sprinkler, Fire Alarm, HVAC and Plumbing systems and as indicated in attached Construction Documents. Including of any coring and Xray required for Plumbing/HVAC locate purposes as indicated.
13. Disposal of any construction materials/debris, in a legal manner, for this project on a daily basis.

**Section 4 – Scope of Work
Tender Call No. 171-2011**

14. Roofing work and as indicated on the Construction documents.
15. Exterior Masonry tuckpointing and restoration including restoration of metal entrance gates, exterior decorative metal elements affixed to facade and as indicated on the Construction Documents.
16. Final and finish clean, acceptable for handover to client prior to turn over.
17. Coordinate and administer all necessary inspections for Authorities having jurisdiction including but not limited to ESA inspections, Building Department Inspections and signoff, Fire alarm Verification, and HVAC and plumbing inspections and applications for all occupancy permits. The complete approvals of these agencies is the responsibility of Contractor, the City will provide necessary HVAC and Building Permits.
18. Coordinate with Owner receipt of Owner supplied equipment to work with construction schedule.
19. Cooperate with Owner and other Owner agents for general work and regular building functions for the duration of the construction period.
20. Furnish a Hardware Schedule from certified Architectural Hardware Consultant A.H.C for door hardware noted on drawings and specifications.
21. Apply and pay for all necessary right of way permits to accommodate the work specied on the contract documents including but not limited to road closures, air encroachment agreements, hydro permits, lifting permits and pay duty officers required to facilitate the work.

WORKING HOURS

1. Working hours for interior work are from 7:00am. – 7:00 pm. Monday to Friday. The owner reserves the right to stop any disruptive work during these hours, and request to have this work completed at a different time. The Contractor will not be entitled to a claim for work deemed too disruptive to staff during regular business hours. It will be the Contractors responsibility to co-ordinate this work at a time suitable to the Client.
2. All noisy and/or odorous work must be completed after or before normal business hours, which are 6:30 am to 3:30 pm.
3. The Contractor must work around the Owners existing delivery dates and storage requirements. The areas of construction is to be clearly delineated for safety purposes at all times, including access to exits, and clear paths of travel. Refer to phasing and sequencing information included in the contract documents.
4. The Contractor shall primarily have access to the Work in the late evenings and on weekends. Saturday and Sunday work is permitted with prior notification to the owner a minimum of 10 days in advance. No additional payment for Saturday and Sunday and after hours work will be permitted. The General contractor must schedule accordingly and include after hours work within his bid price.
5. 'RESERVED'

Section 4 – Scope of Work Tender Call No. 171-2011

PHASED CONSTRUCTION:

1. General Contracting Services / Maintenance upgrades will be implemented in a phased approach within the facility. It is the responsibility of the General Contractor to become familiar with the site and develop the phased implementation for the defined scope of work.
2. Provide detailed schedule in MS Project format, indicating phases and completion within period specified. The schedule must adhere to the City's guidelines and restrictions regarding staff moves, and is to be approved by the City prior to commencement of work. The schedule is to be reviewed and discussed at every site meeting. Accuracy of the schedule is of the will ensure the accuracy of the project deliverables.
3. The schedule must be updated and maintained throughout the duration of the project. The contractor must note all shut downs of services in the schedule and the duration of the shut down for advance notice to the community centre. Shutdowns of services will not be permitted unless a minimum of two weeks notice is given.
4. Refer to Technical Specifications for additional information regarding work sequence and phases related to this project. .

COMMENCEMENT AND COMPLETION DATE

1. The start date of this Contract is within four days of purchase order issuance by the Owner to commence construction, after the award of the Contract. Award is conditional on all approvals being in place. Continuous and progressive operation shall be carried out until the work is completed.
2. Completion dates of the Contract may be extended subject to the required approvals being obtained.
3. Due to nature of the security requirements for working in this particular facility, the Contractor and all Subcontractors may be required undergo a security check, and will be required to complete a non-disclosure document prior to beginning any work on site.
4. The completion date for all work under this Contract, including all site restorations, clean up and the rectification of any and all deficiencies is to be 100% complete within 318 working days from Contractor's mobilization start date. The work is to be substantially complete no later than July 15, 2012. Should the work be delayed for any reason and be carried over to 10 additional weeks, the Contractor shall not be entitled to any claims.
5. The General contractor is responsible to provide any and all the forces necessary to complete the work within the specified timeframe.

DESIGNATED SUBCONTRACTORS

Employ the following sub-contractors for work indicated. Include their work into the base Contract Price. Include the cost of all designated subcontractors in the base Contract Price. Refer to 5. List of Subcontractors.

1. Roofing: Dufferin Roofing Limited, Contact: Sonny Banares 416-749-6120 ext 225, Fax 416-743-1290, 65 Milan Drive Toronto, Ontario, M9L 1Y8. Email: sonny@dufferinroofing.com. or all roofing work related to installation of new rooftop HVAC system, Plumbing Venting and Exhaust Fans including as noted on the drawings. The general contractor shall coordinate this work with all related sub-trades such as the mechanical and electrical sub-contractors and include for all

Section 4 – Scope of Work Tender Call No. 171-2011

roofing work such as equipment curbs, conduit penetrations, vent pipes, pitch pockets, gas stub ups, and any or all work required to provide a complete installation.

2. Voice, Data and IT: Bell Canada, Contact: Greg Machado, Technical Application Specialist Tel: 416 981-0851, Fax: 416 981-0851, Cell: 416 522-6567, email greg.machado@bell.ca for all voice data and IT equipment and cabling requirements as per City of Toronto Corporate IT cabling standards included with the contract documents and as noted below:
 - i. **Voice:** For the Voice cabling must be completed By Bell who is under contract was awarded under an RFP to provide centrex phones services and who maintains the ownership of the centrex phone system, up to the station device (telephone).
 - ii. **Data:** For data cabling Bell has also been selected as the vendor for network cabling system, though the City will own this cabling system outright, The city has awarded Bell the contract to install, maintain, expand, sustain and support this system as per manufacturers specifications and industry standards, they are expected to follow IT processes and procedures and standards, work with IT telecommunication procurement systems. They are expected to have fully qualified trained technicians and certified for the cabling systems that bell is installing, as well as have the appropriate resources for cabling design professionals with industry certifications from organization such as BICSI and also follow IT processes standards such as ITIL.
 - iii. **VOIP:** Also the city has awarded Bell to implement and maintain a UC (unified communications system AKA VOIP) running over the network, as part of this implementation Bell will be reviewing the cabling infrastructure since it is critical part of this system, if they system is not certified properly, this could also be a warranty issues with the GC.
 - iv. For these reasons, and support and maintenance and warranty, the City requires that the vendor to be used under the GC for any IT/Network cabling to be the tendered cabling provider as per the ITI contract which is Bell. Also the City IT reserves the right to review any quote between the GC and Bell to see that they are provided quotes that are inline with the city contract. Bell's quote is to be consistent with the city contract and equal to all GC's, The GC must follow the cabling standards as defined by the city and the installation must be installed to the manufacturers standards.
 - v. The GC should also Give Bell sufficient time to review the tender documents. Bell will be provided these ahead of time and be invited to the mandatory construction meeting.

COORDINATION WITH OWNERS' SUBCONTRACTORS

1. The contractor will cooperate with maintenance personnel and security personnel to facilitate the work of the contract.
2. The Owner will not coordinate any work of the designated subcontractors. All designated subcontractors to be the responsibility of the general contractor and be coordinated accordingly to perform the work of the contract.

**Section 4 – Scope of Work
Tender Call No. 171-2011**

3. (Unless otherwise noted) The general contractor is to carry the price for all named designated sub contractors within their price as noted in the pricing form.
4. The contractor will cooperate with the Owner's subtrades, such as, locksmith, fire alarm, sprinkler, maintenance personnel and security personnel to facilitate the electrical and cabling connections, installation of furniture, the move and security locks for owners occupancy.

RECORD DRAWINGS AND AS BUILTS:

1. Maintain a complete set of record drawings and specifications throughout the duration of the work of the contract on site.
2. The project close out documents (including as-builts) and the operations and maintenance manuals must be submitted by the general contractor and accepted by the Project Administrator before the Certificate of Substantial Performance can be certified by the Prime Consultant.
3. Refer to technical specifications for additional requirements regarding as-built drawings.

SECURITY OF THE SITE WHILE WORK IS BEING PERFORMED

While work is being performed access to the facility will be granted to the General Contractor. The General contractor is solely responsible for securing the site while trades are working during the evenings and weekends.

EXISTING UTILITIES

1. There are various utilities within the contract limits. It shall be the Contractor's responsibility to contact the local utility authorities to determine the exact locations of these utilities.
2. The City of Toronto will not locate any utility services for contracts. The Contractor shall paint all utility service locations, within the construction limits, with fluorescent paint prior to construction. All costs associated with this work shall be borne by the Contractor.
3. Before excavating across or along any utility or service, the Contractor shall determine its exact location and elevation. The utility or service shall be exposed by hand excavation only and shall be adequately protected before proceeding with machine excavation. All costs for fulfilling these requirements shall be considered incidental to all related items of work. No separate payment will be made.
4. The Contractor is fully responsible for the protection of all utilities shown on the drawings and/or the utility locates.
5. Contractors (and inspectors) are advised that under no circumstances shall unshrinkable fill be placed directly in contact with Enbridge gas mains. A minimum of 300mm of compacted granular material shall be placed around any gas mains or services before unshrinkable fill is placed.
6. Utility Support Specifications: the Contractor must be familiar with the most up to date support specifications for the support of the various utilities in the vicinity of excavations. Field personnel will be enforcing these support specifications.

END OF SECTION 4

Section 5 – General Conditions of Contract

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CITY OF TORONTO

GENERAL CONDITIONS OF CONTRACT

September 2009

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Section 5 – General Conditions of Contract

Tender Call No. 171-2011 Contract No. N/A

CITY OF TORONTO

GENERAL CONDITIONS OF CONTRACT

September 2009

SECTION GC 1.0 INTERPRETATION

GC 1.01 Captions

.01 The captions appearing in these general conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit or enlarge the scope or meaning of the general conditions or any provision hereof.

GC 1.02 Abbreviations

.01 The abbreviations listed on the left below are commonly found in the Contract Documents and represent the organizations and phrases listed on the right:

"AASHTO"	- American Association of State Highway Transportation Officials
"ANSI"	- American National Standards Institute
"ASTM"	- American Society for Testing and Materials
"AWG"	- American Wire Gauge
"AWWA"	- American Water Works Association
"CESA"	- Canadian Engineering Standards Association
"CGSB"	- Canadian General Standards Board
"CSA"	- Canadian Standards Association
"CWB"	- Canadian Welding Bureau
"GC "	- General Condition
"MOE"	- Ministry of the Environment (Ontario)
"MTO"or"MTC"	- Ministry of Transportation (Ontario)
"MUTCD"	- Manual of Uniform Traffic Control Devices, published by MTO
"OPS"	- Ontario Provincial Standard
"OPSD"	- Ontario Provincial Standard Drawing
"OPSS"	- Ontario Provincial Standard Specification
"PEO"	- Professional Engineers Ontario
"SAE"	- Society of Automotive Engineers
"SSPC"	- Structural Steel Painting Council
"THEC"	- Toronto Hydro Electric Commission or successor business corporation as provided for under the Electricity Act, 1998, as may be amended.
"TRCA"	- Toronto Region Conservation Authority
"UL"	- Underwriters Laboratories
"ULC"	- Underwriters Laboratories Canada

GC 1.03 Gender and Singular References

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.01 References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa as the context requires.

GC 1.04 Definitions

For the purposes of this Contract the following definitions apply:

Actual Measurement: means the field measurement of that quantity within the approved limits of the Work.

Addenda: means additions or changes made by the City to a Tender Call before the closing of the Tender Call.

Additional Work: means work not provided for in the Contract and not considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope.

Agreement: means the executed agreement entered into between the Contractor and the City setting out the Contract between the parties.

Base: means a layer of material of specified type and thickness placed immediately below the Pavement, driving surface, finished grade, curb and gutter or sidewalk.

Bid: means an offer in writing from the Contractor, submitted in the format prescribed by the Owner, to complete the Work.

Certificate of Subcontract Completion: means the certificate issued by the Contract Administrator in accordance with clause [GC 8.02.03.02](#), Certificate of Subcontract Completion.

Certificate of Substantial Performance: means the certificate issued by the Contract Administrator at Substantial Performance.

Change Directive: means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

Change in the Work: means the deletion, extension, increase, decrease or alteration of lines, Grades, dimensions, quantities, methods, drawings, changes in the character of the Work to be done or materials of the Work or part thereof, including changes in geotechnical, subsurface, surface or other conditions, within the intended scope of the Contract.

Change Order: means a written amendment to the Contract signed by the Contractor and the Owner, or the Contract Administrator where so authorized, covering contingencies, a Change in the Work, Extra Work or, Additional Work, and establishing the basis for payment and the time allowed for the adjustment of the Contract Time, if any.

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City: means the City of Toronto, the Owner, for whom the Work is being performed .

“Completion” has the meaning as defined in the Construction Lien Act, as amended.;

Completion Certificate: means the certificate issued by the Contract Administrator at Completion.

Constructor: means, for the purposes of, and within the meaning of the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter O.1, as amended, the Contractor who executes the Agreement, unless otherwise stated in the Contract Documents or otherwise indicated in writing by the Contract Administrator.

Contract: means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

Contract Administrator: means the person, partnership or corporation designated by the Owner to be the Owner's representative for the purposes of the Contract.

Contract Documents: mean the executed Agreement between the Owner and the Contractor, including its various schedules, the Tender Call, the General Conditions of Contract, the Specific Conditions of Contract, Standard Specifications, Special Specifications, Special Provisions, Contract Drawings, Addenda, such other documents as may be listed in the Agreement and any Change Orders.

Contract Drawings: or **Contract Plans:** mean drawings or plans, any Geotechnical Report, any Subsurface Report and other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources lists, Quantity Sheets, cross-sections and standard drawings.

Contract Price: means the amount payable by the Owner to the Contractor for Work to be completed under the Contract in accordance with the method and manner of payment stipulated in the Contract and the unit prices or lump sum prices tendered by the Contractor, and includes any additional amounts payable for Extra Work and approved Changes in the Work as provided for and authorised in the Contract Documents.

Contract Time: means the time stipulated in the Contract Documents for Completion of the Work, including any extension of time made pursuant to the Contract Documents.

Contractor: means the person, partnership or corporation undertaking the Work as identified in the Agreement.

Controlling Operation: means any component of the Work, which, if delayed, will delay the completion of the Work.

Cost Plus: See "[Time and Material](#)".

Cut-off Date: means the date up to which payment will be made for work performed.

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Daily Work Records: mean daily Records detailing the number and categories of workers and hours worked or on standby; types and quantities of Equipment and number of hours in use or on standby; and description and quantities of Material utilized.

Day: means a calendar day.

Drawings: or **Plans:** mean any Contract Drawings or Contract Plans or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

Equipment: means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and normally referred to as construction machinery and equipment.

Estimate: means a calculation of the quantity or cost of the Work or part of it depending on the context.

Extra Work: means work not provided for in the Contract as awarded but considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope, including unanticipated work required to comply with legislation and regulations which affect the Work.

“Final Acceptance” has the meaning set out in [GC 1.07](#).

Final Acceptance Certificate: means the certificate issued by the Contract Administrator at Final Acceptance of the Work.

Final Detailed Statement: means a complete evaluation prepared by the Contract Administrator showing the quantities, unit prices and final dollar amounts of all items of Work completed under the Contract, including variations in Tender Call items and Extra Work, all as set out in the same general form as the monthly Estimates.

Force Account: See "[Time and Material](#)".

Geotechnical Report: means a report or other information identifying surface and below surface soil, rock and ground water conditions in the area of any proposed construction.

Grade: means the required elevation of that part of the Work.

Hand Tools: means tools that are commonly called tools or implements of the trade and include small power tools.

Hazardous Material: means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, coal tar and any other biological or chemical agent, substance or material named, described, declared or defined to be hazardous, toxic, or a contaminant or pollutant in, or pursuant to, any applicable federal, provincial or municipal statutes, by-laws, regulations, codes, agreements, standards or orders.

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Highway: means a common and public highway any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Inspector: means any person, partnership or corporation appointed by the Contract Administrator to participate in the inspection and measurement of the Work and the Material used, or to be used, in the Work.

Lump Sum Item: means a Tender Call item indicating a portion of the Work for which payment will be made at a single tendered price. Payment is not based on a measured quantity, although a quantity may be given in the Contract Documents.

Major Item: means any Tender Call item that has a value, calculated on the basis of its actual or estimated Tender Call quantity, whichever is the larger, multiplied by its Tender Call unit price, which is equal to or greater than the lesser of,

- i. \$100,000, or
- ii. 5% of the total Tender Call value calculated on the basis of the total of all the estimated Tender Call quantities and the Tender Call unit prices.

Material: means material, machinery, equipment and fixtures forming part of the Work.

Owner: means the City of Toronto, the party to the Contract for whom the Work is being performed, as identified in the Agreement, and includes, with the same meaning and import, "Authority".

Pavement: means an engineered layer or layers of material intended to support vehicular traffic comprised of a course or courses of varied thickness placed on the Roadway and consisting of specified types of one or both of asphaltic concrete or Portland cement concrete placed over Base.

Performance Bond: means the bonding security furnished to the Owner to guarantee completion of the Work in accordance with the Contract Documents.

Plan Quantity: means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

Project: means the construction of the Work as contemplated by this Contract.

Quantity Sheet: means a list of the quantities of Work to be done.

Rate of Interest: means the rate determined by the Minister of Finance of Ontario and issued by, and available from, the Owner.

Records: mean any books, payrolls, accounts, invoices, receipts or other information or documentation which relate to the Work or any Change in the Work or claims arising therefrom or which are required to identify and calculate taxes paid or payable and any savings resulting from tax changes.

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Roadway: means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

Shop Drawing: means any drawing, diagram, illustration, schedule, performance chart, scheme, brochure or data which is provided or required to be provided by the Contractor to illustrate specific details of the performance and construction of a portion of the Work.

Shoulder: means that portion of the Roadway between the edge of the wearing surface and the top inside edge of the ditch or fill slope.

Special Provisions: mean special directions containing requirements peculiar to the Work.

Special Specification: means a specification containing requirements peculiar to the Work which are not included in any Standard Specification or which are intended to supplement, amend or override part or all of a Standard Specification.

Standard Specification: means a standard practice required and stipulated by the Owner for performance of the Work.

Subbase: means a layer of material of specified type and thickness between the Subgrade and the Base.

Subcontractor: means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

Subgrade: means the earth or rock surface, whether in cut or fill, as prepared to support the Base, Subbase and Pavement.

“Substantial Performance” has the meaning as set out in the Construction Lien Act, as amended.

Subsurface Report: means a report or other information identifying the location of utilities, concealed and adjacent structures and physical obstructions which fall within the influence of the Work.

Superintendent: means the Contractor's authorized representative in charge of the Work and who is a “competent person” within the meaning of the definition contained in the Occupational Health and Safety Act (R.S.O. 1990, c. 0.1), as amended.

Surety: means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the *Insurance Act*, R.S.O. 1990, c.1.8, as amended, executing a bond provided by the Contractor.

Tender Call: means this Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City

Time and Material: means costs calculated according to clause [GC 8.02.04](#), Payment on a Time and Material Basis. Where "Cost Plus" and "Force Account" are used they shall have the same meaning.

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Utility: means an aboveground or underground facility maintained by a municipality, public utility authority or regulated corporation and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone and cable television.

Warranty Period: means the period of 24 months measured from the date of Substantial Performance or such longer or shorter period as may be specified for certain Materials or some or all of the Work, in the Contract Documents

Work: means the total construction and related services required by the Contract Documents.

Working Area: means all the lands and easements owned or acquired by the Owner for the construction of the Work.

Working Day: means any Day,

- a) except Saturdays, Sundays and statutory holidays;
- b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this will be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and equipment force effectively engaged on the Controlling Operation for at least 5 hours; except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,
 - i. any breach of the Contract by the Owner or if such prevention is not due to the Owner, due to another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
 - ii. non-delivery of Owner-supplied materials,
 - iii. any cause beyond the reasonable control of the Contractor which can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

Working Drawings: or Working Plans: means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework and shoring plans, Roadway protection plans, shop drawings, shop plans or erection diagrams.

GC 1.05 Not used

GC 1.06 Not used

GC 1.07 Final Acceptance

- .01 Final Acceptance shall be deemed to occur when the Work has passed all inspection and testing requirements and when the Contract Administrator is satisfied that, to the best of the Contract Administrator's knowledge at that time, the Contractor has

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rectified all imperfect work and has discharged all of the Contractor's obligations under the Contract.

- .02 For the purposes of [GC 1.07.01](#), the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 24 months after Substantial Performance.

GC 1.08 Interpretation of Certain Words

- .01 The words "acceptable", "approval", "authorized", "considered necessary", "directed", "required", "satisfactory", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Contract Administrator unless the context clearly indicates otherwise.

GC 1.09 Language of the Contract

- .01 For the purposes of this Contract, all documents and communications pertaining to this Contract shall be in the English language.

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SECTION GC 2.0 CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents - Underground Structures and Utilities

.01 For the limited purpose of determining any Change in the Work, the Owner represents that the information furnished in the Contract Documents can be relied upon, but subject to the following limitations or exceptions:

- a) The Owner only represents that the location of all underground utilities or other structures which will affect the Work will be shown in any drawing to a tolerance of:
 - i. 1m horizontal and
 - ii. 0.3 m vertical;
- b) The Owner does not represent or warrant the accuracy of any interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor and excluded from the Contract Documents; and
- c) The Owner does not represent or warrant the accuracy of any information for which the Contract Documents specifically exclude any representation or warranty by the Owner.

.02 Despite [GC2.01.01](#), the Owner will not be responsible for the accuracy of any information contained in the Contract Documents and does not represent that such information can be relied upon in situations where the Owner's Tender Call requires the Contractor to make relevant inquiries and such inquiries would reasonably have provided accurate information to the Contractor.

- a) The representations contained in this [GC 2.01](#) shall not relieve the Contractor from properly performing the Work with due diligence and undertaking the repair of damage to all utilities or subsurface structures. The Contractor shall take all reasonable action not to damage any utilities or other subsurface structure.
- b) The Contractor shall arrange for stakeouts from the utility companies, in compliance with clause [GC7.01.13](#).

GC 2.02 Order of Precedence

.01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- a) Agreement
- b) Addenda
- c) Contract Drawings
- d) Bid
- e) Special Specifications
- f) Standard Specifications
- g) Specific Conditions

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- h) General Conditions
- i) Working Drawings

Later dates shall govern within each of the above categories of documents.

.02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:

- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
- b) Drawings of larger scale shall govern over those of smaller scale;
- c) Detailed Drawings shall govern over general Drawings; and
- d) Drawings of a later date shall govern over those of an earlier date in the same series.

.03 In the event of any inconsistency or conflict in the contents of Standard Specifications, the following order of precedence shall govern:

- e) City of Toronto Standard Specifications and Standard Drawings, then
- f) Ontario Provincial Standard Specifications and Drawings; including any amendments, then
- g) Other Standard Specifications, such as those produced by CSA, CGSB, ASTM and ANSI, and referenced in the City of Toronto Standard Specifications, Standard Drawings or Ontario Provincial Standard Specifications.

.04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

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SECTION GC 3.0 ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

- .01 The Contract Administrator will be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate whichever is later. All instructions to the Contractor including instructions from the Owner will be issued by the Contract Administrator. The Contract Administrator will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator.
- .03 The Contract Administrator will inspect the Work for its conformity with the plans and specifications, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to make an assessment of the value of the work completed in the case of a lump sum price contract.
- .04 The Contract Administrator will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment in such amounts as provided for in [Section GC 8.0](#), Measurement and Payment.
- .05 The Contract Administrator will, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents.
- .06 The Contract Administrator will investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.
- .07 The Contract Administrator will prepare Change Directives and Change Orders.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor will jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work and/or the date of Completion of the Work.
- .09 The Contract Administrator will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and in making these decisions the Contract Administrator will not show partiality to either party.
- .10 The Contract Administrator will have the authority to reject part of the Work or Material which does not conform to the Contract Documents.
- .11 Defective work, whether the result of poor workmanship, use of defective material, or damage through carelessness or other act or omission of the Contractor and whether

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incorporated in the Work or not, which has been rejected by the Contract Administrator as failing to conform to the Contract Documents shall be removed promptly from the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at no additional cost to the Owner.

- .12 Any part of the Work destroyed or damaged by such removals, replacements or re-executions shall be made good, promptly, at no additional cost to the Owner.
- .13 If, in the opinion of the Contract Administrator, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective work or Material shall not constitute acceptance of defective work or Material.
- .15 The Contract Administrator will have the authority to temporarily suspend the Work for such reasonable time as may be necessary to facilitate the checking of any portion of the Contractor's construction layout or the inspection of any portion of the Work. There shall not be any extra compensation for this suspension of work.
- .16 In the case of non-compliance with the provisions of the Contract by the Contractor, the Contract Administrator will have the authority to suspend the Work for such reasonable time as may be necessary to remedy such non-compliance. The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.

GC 3.02 Working Drawings

- .01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- .02 The Contractor shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Contract Administrator so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract requirements that exist in the Working Drawings.
- .03 The Contract Administrator will review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's responsibility in review will be to check for conformity to

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the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

- .05 The Contractor shall make any changes in Working Drawings which the Contract Administrator may require consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and marked with the words "Reviewed. Permission to construct granted".
- .07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

GC 3.03 Right of the Contract Administrator to Modify Methods and Equipment

- .01 The Contractor shall, when requested in writing, make alterations in the method, Equipment or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
- .02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.
- .03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

GC 3.04 Emergency Situations

- .01 The Contract Administrator has the right to determine the existence of an emergency situation, and when such an emergency situation is determined to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.
- .02 If the emergency situation was the fault of the Contractor, the remedial work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner will pay for the remedial work.

GC 3.05 Layout

- .01 The Contract Administrator will provide baseline and benchmark information for the

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general location, alignment and elevation of the Work. The Owner will be responsible only for the correctness of the information provided by the Contract Administrator. For more details, refer to clause [GC 7.02](#).

GC 3.06 Working Area

- .01 The Contractor's sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
- .02 The Contractor shall confine his construction operations to the Working Area. Should the Contractor require more space than that shown on the Contract Drawings, the Contractor shall obtain such space at no additional cost to the Owner.
- .03 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.

GC 3.07 Extension of Contract Time

- .01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons, and state the length of extension required.
- .02 Circumstances suitable for consideration of an extension of Contract Time include the following:
 - a) Delays; See subsection [GC 3.08](#).
 - b) Changes in the Work; See clause [GC 3.11.01](#).
 - c) Extra Work; See clause [GC 3.11.02](#).
 - d) Additional Work; See clause [GC 3.11.03](#).
- .03 The Contract Administrator will, in considering an application for an extension to the Contract Time, take into account whether the delays, Changes in the Work, Extra Work or Additional Work involve a Controlling Operation.
- .04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.
- .05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

GC 3.08 Delays

- .01 If the Contractor is delayed in the performance of the Work by,

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- a) war, blockades, and civil commotions, errors in the Contract Documents; an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
- b) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;
- c) the Contract Administrator giving notice under subsection [GC 7.09](#), Suspension of Work;
- d) abnormal inclement weather; or
- e) archaeological finds in accordance with subsection [GC 3.16](#), Archaeological Finds, then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time will be granted in accordance with subsection [GC 3.07](#), Extension of Contract Time.

.02 If the Work is delayed by labour disputes, strikes or lock-outs - including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound - which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection [GC 3.07](#), Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.

GC 3.09 Assignment of Contract

.01 The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Owner.

GC 3.10 Subcontracting by the Contractor

.01 The Contractor may subcontract any part of the Work, subject to these General Conditions and any limitations specified in the Contract Documents.

.02 The Contractor shall notify the Contract Administrator, in writing, of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.

.03 The Contract Administrator will, within 10 Days of receipt of such notification, accept or reject the intended Subcontractor. A rejection will be in writing and will include the reasons for the rejection.

.04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with this General Condition.

.05 The Contractor shall preserve and protect the rights of the Owner under the Contract

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with respect to that part of the Work to be performed under subcontract and shall,

- a) enter into agreements with the intended Subcontractors to require them to perform their work in accordance with the Contract Documents; and
- b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

.06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

.07 The Contractor and all associated subcontractors, shall be subject to the Owner's Fair Wage Policy, as adopted by the Owner from time to time, and any of the Owner's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.

GC 3.11 Changes

GC 3.11.01 Changes in the Work

.01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Directive. Upon the receipt of such Change Directive the Contractor shall proceed with the Change in the Work.

.02 The Contractor may apply for an extension of Contract Time according to the terms of subsection [GC 3.07](#), Extension of Contract Time.

.03 If the Changes in the Work relate solely to quantities, payment for that part of the Work will be made according to the conditions specified in clause [GC 8.01.02](#), Variations in Tender Call Quantities. If the Changes in the Work do not solely relate to quantities, or if the Changes relate to a Lump Sum Contract, payment shall be made in accordance with:

- a) a lump sum price or unit price agreed between the Contractor and the Contract Administrator prior to commencement of the Work, in which case the Contract Administrator shall issue a Change Order for the Work which shall state the agreed lump sum price or unit price, as applicable; or
- b) the provisions contained in clause [GC 8.02.04](#), Payment on a Time and Material Basis.

GC 3.11.02 Extra Work

.01 The Owner, or Contract Administrator where so authorized, may instruct the Contractor to perform Extra Work without invalidating the Contract. The Contractor

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shall not be required to proceed with the Extra Work until in receipt of a Change Directive. Upon receipt of such Change Directive the Contractor shall proceed with the Extra Work.

- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection [GC 3.07](#), Extension of Contract Time.
- .03 If the Extra Work relates solely to quantities, payment for the work will be made according to the conditions in clause [GC 8.01.02](#), Variations in Tender Call Quantities. If the Extra Work does not relate solely to quantities, or if the Extra Work relates to a Lump Sum Contract, payment for the Extra Work may be made in accordance with:
 - a) lump sum price or unit price agreed between the Contractor and the Contract Administrator prior to commencement of the work, in which case the Contract Administrator shall issue a Change Order for the work which shall state the agreed lump sum price or unit price, as applicable; or
 - b) the provisions contained in clause [GC 8.02.04](#), Payment on a Time and Material Basis.

GC 3.11.03 Additional Work

- .01 The Owner, or Contract Administrator where so authorized, may request the Contractor to perform Additional Work without invalidating the Contract. If the Contractor agrees to perform Additional Work, the Contractor shall proceed with such Additional Work upon receipt of a Change Order.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection [GC 3.07](#), Extension of Contract Time.
- .03 If the Additional Work relates solely to quantities, payment for the work will be made according to the conditions in clause [GC 8.01.02](#), Variations in Tender Call Quantities. If the Additional Work does not relate solely to quantities, or if the Additional Work relates to a Lump Sum Contract, payment for the Additional Work may be made in accordance with:
 - a) a lump sum price or unit price agreed between the Contractor and the Contract Administrator prior to commencement of the work, in which case the Contract Administrator shall issue a Change Order for the work which shall state the agreed lump sum price or unit price, as applicable; or
 - b) the provisions contained in clause [GC 8.02.04](#), Payment on a Time and Material Basis.

GC 3.12 Notices

- .01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand or by facsimile transmission and on the fifth Day after the date of mailing if sent by mail.

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- .02 The Contractor and the Owner shall provide each other with the mailing addresses, telephone numbers and facsimile terminal numbers for the Contract Administrator and the Superintendent at the commencement of the Work.
- .03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.
- .04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

GC 3.13 Use and Occupancy of the Work Prior to Substantial Performance

- .01 Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 30 Days' written notice has been given to the Contractor.
- .02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner will be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

GC 3.14 Claims, Negotiations, Mediation

GC 3.14.01 Continuance of the Work

- .01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action will not jeopardize any claim it may have.

GC 3.14.02 Record Keeping

- .01 Immediately upon commencing work which may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator will keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with clause [GC 8.02.07](#), Records.

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.02 The Contractor and the Contract Administrator shall reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted.

.03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

GC 3.14.03 Claims Procedure

.01 The Contractor shall give oral notice to the Contract Administrator of any situation which may lead to a claim for additional payment immediately upon becoming aware of the situation and shall provide written notice to the Contract Administrator of such situation or of any express intent to claim such payment, within seven Days of the commencement of any part of the work which may be affected by the situation or will form part of the claim.

.02 Not used

.03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days after completion of the work affected by the situation. The detailed claim shall:

- a) identify the item or items in respect of which the claim arises;
- b) state the grounds, contractual or otherwise, upon which the claim is made;
and
- c) include the Records maintained by the Contractor supporting such claim.

In exceptional cases the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Contract administrator.

.04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.

.05 Within 90 Days of receipt of the detailed claim, the Owner, or if authorized by the Owner, the Contract Administrator, shall advise the Contractor, in writing, of the Owner's opinion with regard to the validity of the claim.

GC 3.14.04 Negotiations

.01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.

.02 Should the Contractor disagree with the opinion given in paragraph [GC 3.14.03.05](#), with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Owner to resolve the matters in dispute. Where a negotiated settlement cannot

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be reached, or it is agreed that payment cannot be made on a Time and Material basis in accordance with clause [GC 8.02.04](#), Payment on a Time and Material Basis, the parties may, upon mutual agreement, proceed in accordance with clause [GC 3.14.05](#), Mediation.

- .03 Negotiation shall occur on three levels; first, with the Contract Administrator, second, with the Owner's Manager level, and third, with the Owner's Director, General Manager or Executive Director level. Corresponding level shall be involved in the discussions on behalf of the Contractor. Any agreement reached with the Contract Administrator shall be subject to the Owner's approval. Prior to commencement of construction the Owner and the Contractor shall meet to determine the names of the representatives at the three levels of discussion. These names shall be put in writing, to be used in the event of a dispute in issue.
- .04 Discussions with the Contract Administrator shall be completed as soon as possible and shall be limited to a period of no more than 30 Days following receipt of the opinion given in paragraph GC 3.14.03.05. Manager level discussion shall be completed as soon as possible following failed discussions with the Contract Administrator, and shall be limited to a period of no more than a further 30 Days. The Director, General Manager or Executive Director level discussion shall be completed as soon as possible following failed manager level discussions, and shall be limited to a period of no more than a further 30 Days.
- .05 Each party shall be responsible for elevating an issue to the next level of negotiation, if the issue has not been resolved at the current level. The Contractor or Contract Administrator shall notify the other properly in writing if he or she wishes to pursue an issue to the next level of negotiation.

GC 3.14.05 Mediation

- .01 If a claim is not resolved satisfactorily through the negotiation process in clause [GC 3.14.04](#), , and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third party mediator.
- .02 The mediator shall be mutually agreed upon by the Owner and Contractor.
- .03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together and separately, as necessary, to review all aspects of the issue. The mediator may provide the parties with his or her non-binding without prejudice settlement recommendation, on the day of the mediation.
- .04 Each party is responsible for its own costs related to the use of the third party mediator process. The costs of the third party mediator shall be equally shared by the Owner and Contractor.

GC 3.14.06 Payment

- .01 Payment of the claim will be made no later than 30 Days after the date of resolution of the claim or dispute. Such payment will be made according to the terms of [Section GC](#)

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[8.0](#), Measurement and Payment.

GC 3.14.07 Rights of Both Parties

.01 It is agreed that no action taken under this subsection [GC 3.14](#), Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties, provided that the requirements set out in this subsection are fulfilled. Provided further however that an agreement reached during any such Negotiations or Mediation is binding.

GC 3.15 Arbitration

GC 3.15.01 Conditions for Arbitration

.01 If a claim is not resolved satisfactorily through the negotiation process, or mediation if utilized, either party may request an arbitration of the dispute and the parties, by mutual agreement, may submit such dispute to arbitration and the provisions of the Arbitration Act of Ontario, save as hereinafter provided, shall apply to such arbitration, including the provisions for appeal therein. Provided however, that in the case of claims for amounts of \$150,000, exclusive of G.S.T., or less, the provisions of subsection GC 3.15, Arbitration, are mandatory, and the matter shall proceed to arbitration if not resolved through the said negotiation or mediation processes.

.02 If the Parties engage in arbitration to resolve the issue, notification to that effect shall be communicated in writing to the Contract Administrator within 30 Days of completing the negotiations referred in paragraph 3.14.04, or, if the parties proceed to mediation under paragraph 3.14.04, within 30 Days of completing that mediation.

.03 The parties shall be bound by the decision of the arbitrator.

.04 the rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of this subsection [GC 3.15](#), Arbitration.

GC 3.15.02 Arbitration Procedure

.01 The following provisions are to be included in the agreement to arbitrate:

- a) All existing actions in respect of the matters under arbitration will be stayed pending arbitration;
- b) All then unresolved claims and matters to be settled are to be set out in a schedule to the agreement. Only such claims and matters as are in the schedule will be arbitrated; and
- c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

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GC 3.15.03 Appointment of Arbitrator

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in paragraph [GC 3.15.01.02](#), the Owner and the Contractor shall each chose an appointee with 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the Arbitration and Mediation Institute of Ontario Inc. which will select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
- .05 The arbitrator is not bound by the rules of evidence which govern the trial of cases in court but may hear and consider any evidence which the arbitrator considers relevant.
- .06 The hearing will commence within 90 Days of the appointment of the arbitrator.

GC 3.15.04 Costs

- .01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.
- .03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.15.05 The Decision

- .01 The reasoned decision will be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with clause [GC 3.14.06](#), Payment.

GC 3.16 Archaeological Finds

- .01 If the Contractor's operations expose any items which may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or

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arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection [GC 7.09](#), Suspension of Work.

.02 Any delay in the completion of the Contract that is caused by such a suspension of Work will be considered to be beyond the Contractor's control in accordance with paragraph [GC 3.08.01](#).

.03 Any work directed or authorized in connection with an archaeological find will be considered as Extra Work in accordance with clause [GC 3.11.02](#), Extra Work.

GC 3.17 Changed Geotechnical or Subsurface Conditions

.01 The Contractor or the Contract Administrator shall promptly notify the other party in writing if the geotechnical or subsurface conditions in the Working Area appear to differ materially from those indicated in the Contract Documents. The Contract Administrator will promptly investigate the apparent changed geotechnical or subsurface conditions and make a finding. Subject to the provisions of [GC 2.01](#), if the finding is that the conditions differ materially and this would cause an increase or decrease in the Contract Price or Contract Time, then the Contract Administrator, with the Owner's approval, shall provide the Contractor with a Change Directive in accordance with the provisions of [GC 3.11.02](#), Extra Work. If the finding is that the conditions are not materially different or that no change in the Contract Price or the Contract Time is justified, the Contract Administrator shall promptly report the reasons for this finding to the Contractor and Owner in writing.

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SECTION GC 4.0 OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

- .01 The Owner will acquire all property rights which are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and will indicate the full extent of the Working Area on the Contract Drawings.
- .02 The Geotechnical Report and Subsurface Report which will be provided by the Owner as part of the Tender Call shall form part of the Contract Drawings.

GC 4.02 Approvals and Permits

- .01 The Owner will pay for all plumbing and building permits.
- .02 The Owner will obtain and pay for all permits, licenses and certificates solely required for Project approval.

GC 4.03 Management and Disposition of Materials

- .01 The Owner will identify in the Contract Documents the materials to be moved within or removed from the Working Area, and any characteristics of those materials which will necessitate special materials management and disposition.
- .02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that
 - a) the designated substance arsenic may be present throughout the Working Area occurring naturally, in contaminated soil or in sewage;
 - b) the designated substance asbestos is typically present throughout the Working Area in cement products, asphalt, and conduits for utilities. Exposure may occur as a result of activities by the Contractor such as cutting, grinding, drilling, blasting, breaking, crushing or removing of cement products, asphalt or conduits;
 - c) the designated substance lead may be present throughout the Working Area in contaminated soil, in sewage or in lead-containing paints, coatings, or conduits. Exposure may occur during soil excavation, or during removal or high temperature cutting/welding of paints/coatings or during cutting, grinding, drilling or removing of conduits;
 - d) the designated substance silica is typically present throughout the Working Area in cement materials. Exposure may occur as a result of activities such as sweeping, drilling, cutting, grinding, breaking or removing rock, concrete, masonry, stone or refractory materials; and
 - e) The designated substances benzene and mercury may be present throughout the Working area in sewage.

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- .03 Where building records or test results indicate the presence of a designated substance, specific information on its condition and location will be provided by the Owner in the Contract Documents.
- .04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous materials which are in addition to those listed in paragraph [GC 4.03.02](#), or not clearly identified in the Contract Documents according to paragraph [GC 4.03.03](#), then oral notice will be provided to the other party immediately with written confirmation within 2 Days. The Contractor will stop work in the area immediately and will determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.
- .05 The Owner will be responsible for any reasonable additional costs of removing, managing and disposing of any Hazardous Materials not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.
- .06 Prior to commencement of the Work, the Owner will provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), which the Owner will supply or use on the Contract, together with copies of the Materials Safety Data Sheets for these products. The Owner will notify the Contractor in writing of changes to the list and provide relevant Material Safety Data Sheets.

GC 4.04 Construction Affecting Railway Property

- .01 The Owner will pay the costs of all flagging and other traffic control measures required and provided by a railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.

GC 4.05 Default by the Contractor

- .01 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.
- .02 If the Contractor fails to commence the Work within 14 calendar days of a formal order to commence work signed by the Contract Administrator or, upon commencement of the Work, should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract and if the Contract Administrator has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working days immediately following the receipt of such notice.

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GC 4.06 Notification of Default

- .01 The Owner will give written notice of a default to the Contractor as soon as the Owner becomes aware of the default, but failure to give such notice in a timely way shall not constitute condonation of the default. The notice will include instructions to correct the default within 5 Working Days following receipt of such notice.

GC 4.07 Contractor's Right to Correct a Default

- .01 The Contractor shall have the right within the 5 full Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.
- .02 If the correction of the default cannot be completed within the 5 full Working Days following receipt of the notice, the Contractor shall be in compliance with the Owner's instructions if the Contractor,
- a) commences the correction of the default within the 5 full Working Days following receipt of the notice;
 - b) provides the Owner with an acceptable schedule for the progress of such correction; and
 - c) completes the correction in accordance with such schedule.

GC 4.08 Owner's Right to Correct Default or Terminate the Contract

- .01 If the Contractor fails to correct the default within the time specified in subsection [GC 4.07](#), Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may:
- a) correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor; or
 - b) terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.
- .02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner will be entitled to,
- a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
 - b) utilize the Equipment of the Contractor and any Material within the Working Area which is intended to be incorporated into the Work, the whole subject to the right of third parties;
 - c) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
 - d) charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract

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- Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;
- e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection [GC 7.15](#), Warranty;
 - f) charge the Contractor for any damages the Owner may have sustained as a result of the default; and
 - g) charge the Contractor the amount by which the cost of corrections to the Work under subsection [GC 7.15](#), Warranty, exceeds the allowance provided for such corrections.
 - h) inform the Surety and demand that the terms and conditions of the Surety Bonds, provided in the Contract, be fulfilled.

GC 4.09 Not Used

GC 4.10 Final Payment to Contractor

- .01 If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under subsection [GC 4.09](#), Termination of Contractor's Right to Continue the Work, the Owner will pay the balance to the Contractor as soon as the final accounting for the Contract is complete.
- .02 If the Owner elects to terminate the Contract the Owner will provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

GC 4.11 Not Used

GC 4.12 Continuation of Contractor's Obligations

- .01 The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

GC 4.13 Not Used

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SECTION GC 5.0 MATERIAL

GC 5.01 Supply of Material

- .01 All Material necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract prices for the appropriate tender items shall be deemed to include full compensation for the supply of such Material.

GC 5.02 Quality of Material

- .01 All Material supplied by the Contractor shall be new unless otherwise specified in the Contract Documents.
- .02 Material supplied by the Contractor shall conform to the requirements of the Contract.
- .03 As specified or as requested by the Contract Administrator, the Contractor shall make available for inspection or testing a sample of any Material to be supplied by the Contractor.
- .04 The Contractor shall obtain for the Contract Administrator the right to enter upon the premises of the Material manufacturer or supplier to carry out such inspection, sampling and testing as specified or as requested by the Contract Administrator.
- .05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling and testing.
- .06 The Owner will not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling and testing before the scheduled shipping dates.
- .07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.
- .08 Material which is not specified shall be of a quality best suited to the purpose required and the use of such Material shall be subject to the approval of the Contract Administrator.
- .09 All material testing is on a random sampling basis and all approvals given by the Contract Administrator for materials to be used in the Work, is on a general basis. Therefore, any approval given for Material to be used or failure to approve same shall not relieve the Contractor from the responsibility for the proper performance of the Contract or liability for failure to properly perform, including failure to adhere to any specification.

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GC 5.03 Rejected Material

- .01 Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of in what the Contract Administrator considers to be the most appropriate manner and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

GC 5.04 Substitutions

- .01 Where the specifications require the Contractor to supply a Material designated by a trade or other name, the Tender Call shall be based only upon supply of the Material so designated, which shall be regarded as the standard of quality required by the specification. After the acceptance of the Bid, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as set out above. The application shall be in writing and shall state the price for the proposed substitute Material, and such other information as the Contract Administrator may require.
- .02 Rulings on a proposed substitution will not be made prior to the acceptance of the Bid. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution will be made at the discretion of the Contract Administrator.

- .03 Not Used

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

- .01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

GC 5.05.02 Care of Material

- .01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator; and on the receipt of such Material shall promptly place it in storage except where it is to be incorporated forthwith into the Work.
- .02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract

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Administrator. If such Material is rejected by the Contract Administrator for reasons which are not the fault of the Contractor it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.

- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator. The Contract Administrator shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies that are confirmed. Where damage or deficiencies are not so reported ,any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.
- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers and other types of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor unless otherwise specified in the Contract Documents.
- .06 The Contractor shall provide the Contract Administrator, immediately upon receipt of each shipment, copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

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SECTION GC 6.0 INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

- .01 The Contractor, the Contractor's agents and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons and property from damage or injury, and shall be responsible for all losses and damage which may arise as the result of the Contractor's operations under the Contract unless indicated to the contrary below.
- .02 The Contractor is responsible for the full cost of any necessary temporary protective work or works and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property the Contractor shall restore such damage, and such work shall be administered according to these General Conditions.
- .03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries which occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of occurrence of incident.
- .04 The Contractor shall not be responsible for loss and damage that occurs as a result of,
- a) war;
 - b) blockades and civil commotions;
 - c) errors in the Contract Documents; or
 - d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.
- .05 The Contractor and his Surety or Sureties shall not be released from any term or provision of any responsibility, obligation or liability under the Contract or waive or impair any of the rights of the Owner except by a release duly executed by the Owner.

GC 6.02 Indemnification

- .01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, and each of their elected officials, officers, employees and agents (hereinafter referred to collectively as the "Indemnitees") from and against all claims, demands, actions, suits or proceedings which may be brought against or made by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Contract.
- .02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.

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- .03 The Owner shall indemnify and hold harmless the Contractor, his agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.
- .04 The Contractor will pay to the Indemnitees, or any of them, on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Indemnitees, or any of them, in consequence of any such action, suit, claim, lien, execution or demand pursuant to [GC 6.01](#) and any moneys paid or payable by the Indemnitees in settlement or in discharge or on account thereof, provided that on default of such payment all such mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Owner on account of the Work or from moneys payable by the Owner to the Contractor on any account whatever or may be recovered from the Contractor or its Surety, as the case may be, in any court of competent jurisdiction as moneys paid at their request; and the Contractor hereby authorizes and empowers the Owner or the Contract Administrator as the case may be, or their Solicitor, for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Owner or the Contract Administrator, as the case may be, or their said Solicitor may deem expedient, and hereby agree to ratify and confirm all the acts of the Owner or the Contract Administrator or their Solicitor in that behalf, and to pay to such Solicitor on demand his or her reasonable costs of any such defense, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Owner to the Contractor on any account whatever; Provided, however, that the Contractor, at the expense of the Contractor may take charge of and conduct the defence in the name of the Owner or the Contract Administrator, as the case may be, to any such action, suit, claim, lien, execution or demand.
- .05 The obligations of the Contractor pursuant to this [GC 6.02](#) expressly survive the termination of the Contract except if the Contract is terminated due to the default of the Owner.

GC 6.03 Contractor's Insurance

GC 6.03.01 General

- .01 Without restricting the generality of subsection [GC 6.02](#), Indemnification, the Contractor shall provide, maintain and pay for the insurance coverages listed in this General Condition under clauses [GC 6.03.02](#) and [GC 6.03.03](#). Insurance coverage in clauses [GC 6.03.04](#), [GC 6.03.05](#) and [GC 6.03.06](#) will only apply when so specified in the Contract Documents.

GC 6.03.02 General Liability Insurance

- .01 Comprehensive or Commercial General liability insurance shall be, unless otherwise required by the contract documents, in the name of the Contractor, with the Owner and

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the Contract Administrator named as additional insureds, with limits of not less than 5 million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$5000. The form of this insurance shall be as required by the City's Treasurer, and no less than the coverage granted under the Insurance Bureau of Canada Form IBC 2100, dated 8-87.

- .02 Another form of insurance equal to or better than that required by the City's Treasurer may be used, provided all the requirements listed in the Contract are included. Approval of this insurance will be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.
- .03 The insurance shall be maintained continuously from the commencement of the Work until final acceptance of the Work. Prior to commencement of the work and upon placement, renewal, amendment or extension of all or any part of the insurance, the contractor shall promptly provide the Owner with confirmation or coverage on the Owner's certificate of insurance form and, if required, by the Contract Administrator, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
- .04 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and if the Contractor fails to do so, the limitation period for claiming indemnity described in paragraph [GC 6.02.03](#) will not be binding on the Owner.
- .05 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, or pile driving or caisson work, or removal or weakening of support of property building or land, the form of insurance shall include the appropriate endorsements.
- .06 The policies shall be endorsed to provide the Owner with not less than 30 Days' written notice in advance of cancellation, change or amendment restricting coverage.
- .07 "Claims Made" insurance policies will not be permitted.

GC 6.03.03 Automobile Liability Insurance

- .01 Automobile liability insurance in respect of licensed vehicles shall, unless otherwise required by the contract documents, have limits of not less than 2 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 30 Days' written notice in advance of any cancellation, change or amendment restricting coverage:
 - a) standard non-owned automobile policy including standard contractual liability endorsement; and
 - b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

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GC 6.03.04 Aircraft and Watercraft Liability Insurance

- .01 Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than 5 million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than 5 million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days' written notice in advance of cancellation, change or amendment restricting coverage.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

- .01 All risks property insurance, including flood and earthquake, shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds and loss payee, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding 1% of the amount insured at the site of the Work. This insurance shall be in a form acceptable to the Owner and shall be maintained continuously until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

GC 6.03.05.02 Boiler Insurance

- .01 Boiler insurance insuring the interests of the Contractor, the Owner and the Contract Administrator for not less than the replacement value of boilers and pressure vessels forming part of the Work, shall be in a form acceptable to the Owner. This insurance shall be maintained continuously from commencement of use or operation of the property insured until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

- .01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner will give 30 Days' written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor

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with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- .02 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 both the Owner and the Contractor for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is 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 Contract Administrator may decide in consultation with the Contractor.

GC 6.03.05.04 Payment for Loss or Damage

- .01 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 and in accordance with the requirements of [Section GC 8.0](#), Measurement and Payment. In addition the Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work.
- .02 The Contractor shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Contractor's responsibility by the terms of this Contract.
- .03 In the event of a loss or damage to the Work arising from the action or omission of the Owner or others, the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of [Section GC 8.0](#), Measurement and Payment.

GC 6.03.06 Contractor's Equipment Insurance

- .01 All risks Contractor's equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days' written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's Equipment.

GC 6.03.07 Insurance Requirements and Duration

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- .01 Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
- .02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work, and signed by an officer of the Contractor and either the underwriter or the broker.
- .03 The Contractor shall, on request, 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. The certified true copy shall include a signature by an officer of the Contractor and in addition, a signature by an officer of the insurer or the underwriter or the broker.
- .04 Where a policy is renewed the Contractor shall provide the Owner, on a form acceptable to the Owner, renewed proof of insurance immediately following completion of renewal.
- .05 Unless specified otherwise the Contractor shall be responsible for the payment of deductible amounts under the policies.
- .06 If the Contractor fails to provide or maintain insurance as required in this General Condition or elsewhere in the Contract Documents, then the Owner will have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.
- .07 If the Contractor fails to pay the cost of the insurance placed by the Owner within 30 Days of the date on which the Owner made a formal demand for reimbursement of such costs the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

GC 6.04 Bonding

- .01 The Contractor shall provide the Owner with the surety bonds, addressed to the correct obligee, in the amount and for the duration, required by the Tender Call.
- .02 Such bonds shall be issued by a Surety and shall be maintained in good standing until the fulfillment of the Contract.

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SECTION GC 7.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 General

- .01 The Contractor warrants that the site of the Work has been visited during the preparation of the Bid and the character of the Work and all local conditions which may affect the performance of the Work are known.
- .02 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the Work, signed by the Contract Administrator.
- .03 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work.
- .04 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.
- .05 Notwithstanding paragraph [GC 7.01.04](#), where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.
- .06 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (the "Act") and Ontario Regulation 213/91 (which regulates Construction Projects) and any other regulations under the Act (the "Regulations") which may affect the performance of the Work, as the "constructor" or "employer", as defined by the Act, as the case may be. The Contractor shall ensure that:
 - a) worker safety is given first priority in planning, pricing and performing the Work;
 - b) its officers and supervisory employees have a working knowledge of the duties of a "constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
 - c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
 - d) workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
 - e) its supervisory employees are Competent Persons as defined in the Occupational Health and Safety Act, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and

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- f) all Subcontractors and their employees are properly protected from injury while they are at the work place.
- .07 The Contractor when requested shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting, and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the Work performed or in respect of any fine incurred or claim made as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.
- .08 Prior to commencement of the Work the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or WHMIS, which the Contractor expects to use on the Contract. Related Materials Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled. The Contractor shall notify the Contract Administrator of changes in writing and provide relevant Material Safety Data Sheets.
- .09 The Contractor shall have a Superintendent on the site while any work is being performed, to act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions and telephone numbers of the Superintendent who can be contacted at any time to deal with matters relating to the Contract.
- .10 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.
- .11 The Contractor shall prepare, and update as required, a construction schedule indicating the timing of the major and critical activities of the Work. The schedule shall be designed to ensure conformity with the specified Contract Time. The schedule shall be submitted to the Contract Administrator within 7 Days from the date of the Contract award, unless otherwise required by the Contract. The Owner shall at its sole discretion be entitled to decide to not issue an order to commence work, until such a schedule has been received.
- .12 Where the Contractor finds any errors, inconsistency or omission relating to the Contract or relating to the utility stake outs, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving advice from the Contract Administrator.
- .13 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections which may be affected by the Work. The Contractor shall be responsible for any damage done to the underground utilities and

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service connections by the Contractor's forces during construction. The Contractor shall observe the location of the stake outs, prior to commencing the Work, and in the event that there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected utility companies, in order to resolve the discrepancy.

GC 7.02 Layout

Where the Contract Documents provide for the Contractor to layout the Work, subclauses .01 to [.07](#), below, shall apply. Where the Contract Documents provide for the Owner to layout the Work, subclauses [.08](#) to [.14](#), below, shall apply :

Layout by Contractor:

- .01 Prior to commencement of construction, the Contract Administrator and the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
- .02 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor's operations shall be replaced by an Ontario Land Surveyor, at the Contractor's expense.
- .03 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.
- .04 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
- .05 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.
- .06 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.
- .07 All stakes, marks and reference points provided by the Contract Administrator shall be carefully preserved by the Contractor. In the case of their destruction or removal as a result of the Contractor's operations, such stakes, marks and reference points will be replaced by the Contract Administrator at the Contractor's expense.

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Layout by Owner:

- .01 The Owner shall be responsible for setting out the line and grade for the project.
- .02 The Owner shall supply a copy of the alignment and grade sheets to the Contractor to facilitate the construction of the Work according to the Contract Drawings.
- .03 The Owner shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work.
- .04 All stakes, marks and reference points provided by the Owner shall be carefully preserved by the Contractor. In the case of the destruction or removal as a result of the Contractor's operations, such stakes, marks and reference points will be replaced by the Owner at the Contractor's expense.
- .05 The Contractor shall give the Owner at least 24 hours notice before requiring levels, lines or stakes, on any portion of the Work and the Contractor shall clearly state in such notice the exact locality or localities where such are needed for use.
- .06 The Contractor must satisfy itself before commencing work at any point as to the meaning and accuracy of all stakes and marks, and no claim will be considered by the Owner for or on account of any alleged inaccuracies or for any alternations subsequently rendered necessary on account of any such alleged inaccuracies, unless the Contractor notifies the Owner thereof in writing before commencing to work there from.
- .07 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor's operations shall be replaced by an Ontario Land Surveyor, at the Contractor's expense.

GC 7.03 Damage by Vehicles or Other Equipment

- .01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other equipment, whether licensed or unlicensed equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

GC 7.04 Excess Loading of Motor Vehicles

- .01 Where a vehicle is hauling Material for use on the Work, in whole or in part upon a Highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such

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vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

GC 7.05 Condition of the Working Area

- .01 The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris, other than that caused by the Owner or others.

GC 7.06 Maintaining Roadways and Detours

- .01 Where an existing Roadway is affected by construction, it shall be kept open to traffic, and the Contractor shall, except as otherwise provided in this subsection, be responsible for providing and maintaining for the duration of the Work, a road through the Working Area, whether along an existing Highway, including the road under construction, or on detours within or adjacent to the Highway, in accordance with the MUTCD.
- .02 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.
- .03 Where localized and separated sections of the Highway only are affected by the Contractor's operations, the Contractor will not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.
- .04 Where the Contract Documents provide for, or the Contract Administrator requires, detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, will be made at the Contract prices appropriate to such work.
- .05 The Contractor shall maintain, in a satisfactory condition for traffic, a road through the Working Area, at the Owner's expense. The road through the Working Area will include any detour constructed in accordance with the Contract Documents or required by the Contract Administrator. Compensation for all labour, equipment and materials to do this work shall be at the Contract prices appropriate to the work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment will be made.
- .06 Where work under the Contract is discontinued for any extended period including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe and satisfactory condition for public travel.

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- .07 Where the Contractor constructs a detour which is not specifically provided for in the Contract Document, or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .08 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect and maintain traffic control devices in accordance with the MUTCD.
- .09 Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under subsection [GC 6.01](#), Protection of Work, Persons and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of Highway within the Working Area that are being maintained by others.

GC 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services

- .01 The Contractor shall provide at all times, and at no extra cost to the Owner,
 - a) adequate pedestrian and vehicular access; and
 - b) continuity of Utility services to properties adjoining the Working Area.
- .02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, and water and gas valves located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection [GC 7.11](#), Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

GC 7.08 Approvals and Permits

- .01 Except as specified in subsection [GC 4.02](#), Approval and Permits, the Contractor shall obtain and pay for any permits, licenses, and certificates which at the date of Tender Call closing, are required for the performance of the Work.
- .02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in paragraph [GC 7.08.01](#).

GC 7.09 Suspension of Work

- .01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, will be administered

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according to subsection [GC 3.08](#), Delays.

GC 7.10 Contractor's Right to Stop the Work or Terminate The Contract

- .01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- .02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
 - a) the Contract Administrator fails to issue certificates in accordance with the provisions of [Section GC 8.0](#) Measurement and Payment;
 - b) the Owner fails to pay the Contractor, within 30 Days of the due dates identified in clause [GC 8.02.03](#), Certification and Payment, the amounts certified by the Contract Administrator or within 30 Days of an award by an arbitrator or court; or
 - c) the Owner violates the requirements of the Contract.
- .04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 7 Days immediately following the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.
- .05 If the Contractor terminates the Contract under the conditions set out in this subsection, the Contractor shall be entitled to be paid for all work performed according to the Contract Documents and for any losses or damage as the Contractor may sustain as a result of the termination of the Contract.

GC 7.11 Notices by the Contractor

- .01 Before work is carried out which may affect the property or operations of any Ministry or agency of government or any person, company, partnership or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours' advance written notice of the date of commencement of such work to the person, company, partnership, corporation, board, or commission so affected.
- .02 In the case of spills, as defined in section 79, Ontario Environmental Protection Act, or

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successor legislation, or damage to, or interference with any utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately owned works or property, the Contractor shall immediately notify the Owner and the Contract Administrator of the location and details of such spill, damage or interference. In the case of spills, the Contractor shall also, immediately, report the spill to the MOE.

GC 7.12 Obstructions

- .01 Except as otherwise noted in these General Conditions, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage or expense occasioned thereby.
- .02 Where the obstruction is a Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the plans or described in the specifications and the location so shown is within the tolerance specified in paragraph [GC 2.01.01,a\)](#) or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with these General Conditions.
- .03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utility from damage.

GC 7.13 Limitations of Operations

- .01 Except for such work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry on operations under the Contract on days other than Working Days without permission in writing from the Contract Administrator, except as otherwise required by the Contract.
- .02 The Contractor shall cooperate with other Contractors, Utility companies and the Owner and they shall be allowed access to their work or plant at all reasonable times.

GC 7.14 Cleaning Up Before Acceptance

- .01 Upon attaining Substantial Performance of the Work, the Contractor shall remove surplus materials, tools, construction machinery and equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner, or others and leave the Work and Working Area clean and suitable for occupancy by the Owner unless otherwise specified.

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- .02 The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, construction machinery and equipment. The Contractor shall also have removed debris, other than that caused by the Owner, or others.

GC 7.15 Warranty

- .01 The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.
- .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work which appear, prior to and during the period of 24 months after the date of Substantial Performance or such longer or shorter periods as may be specified elsewhere in the Contract documents for certain equipment, materials or components of work. The Contract Administrator will promptly give the Contractor written notice of observed defects or deficiencies.
- .03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph [GC 7.15.02](#).

GC 7.16 Character of workers

- .01 The Contractor shall employ only orderly, competent and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly such worker or workers shall be removed from the work and shall not again be employed on the work without the consent in writing of the Contract Administrator.

GC 7.17 Resident or property owner complaints or claims

- .01 The Contractor shall immediately upon becoming aware of a complaint or claim made by a resident or property owner, inform the Contract Administrator.

GC 7.18 Contractor's responsibility for drainage

- .01 The Contractor shall keep all portions of the Work well, properly and efficiently drained, to at least the same degree as that of the existing drainage conditions, during construction and until the Work is completed. The Contractor shall be solely responsible for all damages caused by or resulting from water backing up or flowing over, under, through, from, on or along any part of the works or which any of his operations may cause to flow elsewhere and shall bear such costs, make such provisions and provide such indemnity as required in the Contract Documents, in default of which the same remedies shall be available to the Owner as are stipulated in the Contract Documents. It is understood that in the case where the contractor has complied with the above

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requirements and that the damages were a result of rare and severe weather conditions, beyond the ability of the existing drainage system, the contractor shall not be held responsible.

GC 7.19 Blasting

- .01 The Contractor shall not carry out any blasting operation except with the written consent of the Contract Administrator, provided that any consent so granted shall not under any circumstances relieve the Contractor of the liabilities and obligations assumed by him under this Contract.
- .02 The Contractor shall comply with all laws and regulations respecting the handling, storage and use of explosives.

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SECTION GC 8.0 MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

- .01 The Contract Administrator will make an estimate once a month, in writing, of the quantity of Work performed. The first estimate will be the quantity of Work performed since the Contractor commenced the Contract, and every subsequent estimate, except the final one, will be of the quantity of Work performed since the preceding estimate was made. The Contract Administrator will provide the copy of each estimate to the Contractor within 15 Days of the Cut-Off Date.
- .02 Such quantities for progress payments shall be construed and held to be approximate. The final quantities for the issuance of the Completion Certificate shall be based on the confirmation of the Work completed.
- .03 On Bids that show a difference between plan quantities and actual measurement quantities, the following shall apply. Measurement of the quantities of the Work performed will be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements will normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender Call by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement.

GC 8.01.02 Variations in Tender Call Quantities

- .01 Where it appears that the quantity of work to be done and/or Material to be supplied by the Contractor under a unit price Tender Call item will exceed or be less than the Tender Call quantity, the Contractor shall proceed to do the work and/or supply the Material required to complete the Tender Call item and payment will be made for the actual amount of Work done and/or Materials supplied at the unit prices stated in the Tender Call except as provided below:
 - a) In the case of a Major Item where the quantity of Work performed and/or Material supplied by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed and/or Material supplied which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the reasonable cost of doing the work and/or supplying the Material under the tender item plus a reasonable allowance for profit and applicable overhead.
 - b) In the case of a Major Item where the quantity of work performed and/or material supplied by the Contractor is less than 85% of the tender quantity, the Contractor

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may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity will be paid.

Written requests for compensation must be received no later than 30 Days after the issuance of the Completion Certificate.

GC 8.02 Payment

GC 8.02.01 Price for Work

.01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment and Material" shall include Hand Tools, supplies and other incidentals.

.02 Payment for work not specifically detailed as part of any one item and without specified details of payment will be deemed to be included in the items with which it is associated.

GC 8.02.02 Advance Payments for Material

.01 The Owner may make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

- a) The Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities and notify the Contract Administrator of their locations.
- b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
 - i. Sources Other Than Commercial
 - i. Granular 'A', 'B' and 'M' shall be assessed at the rate of 60% of the Contract price.
 - ii. Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - i. Payment for separated coarse and fine aggregates will be considered at the above rate when such materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such materials into a final product. Advance payments

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for other materials located at a commercial source will not be made.

- c) Payment for all other materials, unless otherwise specified elsewhere in the Contract, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
- d) Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the material. Such payment shall not exceed 80% of the Contract price for the item.
- e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
- f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use or destruction of the material however caused.

.02 Where the Owner makes advance payments subject to the conditions listed in paragraph [GC 8.02.02.01](#), such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the material meets the requirements of the appropriate specifications.

GC 8.02.03 Certification and Payment

GC 8.02.03.01 Progress Payment Certificate

.01 The value of the Work performed and Material supplied will be calculated once a month by the Contract Administrator in accordance with the Contract Documents and clause [GC 8.01.01](#), Quantities.

.02 The progress Payment Certificate will show,

- a) the quantities of Work performed;
- b) the value of Work performed;
- c) any advanced payment for Materials;
- d) the amount of statutory holdback, liens, Owner's set-off;
- e) the amount of GST as applicable; and
- f) the amount due the Contractor.

.03 One copy of the progress Payment Certificate will be sent to the Contractor.

.04 Payment will be made within 30 Days of the Cut-off Date.

GC 8.02.03.02 Certification of Subcontract Completion

.01 Before the Work has reached the stage of Substantial Performance, the Contractor may

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notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.

- .02 The Contract Administrator will issue a Certificate of Subcontract Completion if the subcontract has been completed satisfactorily, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory.
- .03 The Contract Administrator will set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and within 7 Days of the date the subcontract is certified complete, the Contract Administrator will give a copy of the certificate to the Contractor and to the Subcontractor concerned.

GC 8.02.03.03 Subcontract Statutory Holdback Release Certificate and Payment

- .01 Following receipt of the Certificate of Subcontract Completion, the Owner will release and pay the Contractor the statutory holdback retained in respect of the subcontract. Such release shall be made 46 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:
 - a) a document satisfactory to the Contract Administrator that will release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;
 - b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;
 - c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and
 - d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.
- .02 Paragraph [GC 8.02.03.03.01](#) d) will apply to Lump Sum Items only and then only when the Contract Administrator specifically requests it.
- .03 Upon receipt of the statutory holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.
- .04 Release of statutory holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.

GC 8.02.03.04 Certification of Substantial Performance

- .01 Upon application by the Contractor and where the Contract has been substantially performed the Contract Administrator will issue a Certificate of Substantial Performance.
- .02 The Contract Administrator will set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within 7 Days after signing

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the said certificate the Contract Administrator will provide a copy to the Contractor.

- .03 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- .04 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .05 Except as otherwise provided for in Section 31 of the Construction Lien Act, the 45-day lien period prior to the release of holdback as referred to in clause [GC 8.02.03.05](#), Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

GC 8.02.03.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

- .01 When the Contract Administrator issues the Certificate of Substantial Performance the Contract Administrator will also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
- .02 The Substantial Performance Payment Certificate will show,
 - a) the value of Work performed to the date of Substantial Performance;
 - b) the value of outstanding or incomplete Work;
 - c) the amount of the statutory holdback, allowing for any previous releases of statutory holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected equipment;
 - d) the amount of maintenance security required; and
 - e) the amount due the Contractor.
- .03 Payment of the amount certified will be made within 30 Days of the date of issuance of the payment certificate.
- .04 The Substantial Performance Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 46 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents:
 - a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work or matters arising out of subsection [GC](#)

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[3.14](#), Claims, Negotiations, Mediation;

- b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
- c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- d) proof of publication of the Certificate of Substantial Performance.

GC 8.02.03.06 Certification of Completion

- .01 Upon application by the Contractor, and when the Contract reaches Completion, the Contract Administrator will issue a Completion Certificate.
- .02 The Contract Administrator will set out in the Completion Certificate the date on which the Work was completed and within 7 Days of signing the said certificate the Contract Administrator will provide a copy to the Contractor.

GC 8.02.03.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

- .01 When the Contract Administrator issues the Completion Certificate, the Contract Administrator will also issue the Completion Payment Certificate and the Completion Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
- .02 The Completion Payment Certificate will show,
 - a) measurement and value of Work at Completion;
 - b) the amount of the further statutory holdback based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to above; and
 - c) the amount due the Contractor.
- .03 The Completion Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the further statutory holdback. Payment of such statutory holdback shall be due 46 Days after the date of Completion of the Work as established by the Completion Certificate but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents:
 - a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions where appropriate;
 - b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate; and
 - c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance

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Board.

GC 8.02.03.08 Not Used

GC 8.02.03.09 Not Used

GC 8.02.03.10 Not Used

GC 8.02.03.11 Owner's Set-off

.01 Pursuant to Section 12 of the Construction Lien Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties which have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner under paragraph [GC 8.01.02.01](#), a), any assessment due the Workplace Safety and Insurance Board and any monies to be paid to the workers in accordance with clause [GC 8.02.06](#), Payment of Workers.

.02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

GC 8.02.03.12 Not Used

GC 8.02.04 Payment on a Time and Material Basis

GC 8.02.04.01 Definitions

.01 For the purposes of this clause the following definitions apply:

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Cost of Labour: means the amount of wages, salary, travel, travel time, food, lodging or similar items and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration or management time spent on the entire Work or any wages, salary or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

Cost of Material: means the cost of Material purchased, or supplied from stock, and valued at current market prices, for the purpose of carrying out Extra Work, by the Contractor, or by others when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

Operated Rented Equipment: means Rented Equipment for which an operator is provided by the supplier of the equipment and for which the rent or lease includes the cost of the operator.

Payroll Burden: means the payments in respect of workplace insurance, vacation pay, employment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

Rented Equipment: means equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm or corporation that is not an associate of the lessee as defined by the *Securities Act*, R.S.O. 1990, Chapter c.S.5, as amended, and is approved by the Contract Administrator.

Road Work: means the preparation, construction, finishing and construction maintenance of roads, streets, highways and parking lots and includes all work incidental thereto other than work on structures.

Sewer and Watermain Work: means the preparation, construction, finishing and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than work on structures.

Standby Time: means any period of time which is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of equipment cannot practically be used on other work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

Structure Work: means the construction, reconstruction, repair, alteration, remodeling, renovation or demolition of any bridge, building, tunnel or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel or retaining wall and the installation of equipment and appurtenances incidental thereto.

The 127 Rate: means the rate for a unit of equipment as listed in OPSS 127, Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference, which is current at the time the work is carried out or for equipment which is not so listed,

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the rate which has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

Work on a Time and Material Basis: means Changes in the Work, Extra Work and Additional Work approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, specifications and provisions of the Contract.

Working Time: means each period of time during which a unit of equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

GC 8.02.04.02 Daily Work Records

- .01 Daily Work Records prepared as the case may be by either the Contractor's representative or the Contract Administrator and reporting the labour and Equipment employed and the Material used on each Time and Material project, shall be reconciled and signed each day by both the Contractor's representative and the Contract Administrator.

GC 8.02.04.03 Payment for Work

- .01 Payment as herein provided shall be full compensation for all labour, Equipment and Material to do the Work on a Time and Material Basis except where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

GC 8.02.04.04 Payment for Labour

- .01 The Owner will pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3000, then at 120% of any portion of the Cost of Labour in excess of \$3000.
- .02 The Owner will make payment in respect of Payroll Burden for Work on a Time and Material Basis at the Contractor's actual cost of Payroll Burden.
- .03 At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Time and Material work on the Contract.

GC 8.02.04.05 Payment for Material

- .01 The Owner will pay the Contractor for Material used on each Time and Material project

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at 120% of the Cost of the Material up to \$3,000, then at 115% of any portion of the Cost of Material in excess of \$3,000.

GC 8.02.04.06 Payment for Equipment

GC 8.02.04.06.01 Working Time

.01 The Owner will pay the Contractor for the Working Time of all equipment other than Rented Equipment and Operated Rented Equipment used on the Work on a Time and Material basis at the 127 Rates with a cost adjustment as follows:

- a) Cost \$10,000 or less - no adjustment;
- b) Cost greater than \$10,000 but not exceeding \$20,000 - payment \$10,000 plus 90% of the portion in excess of \$10,000; and
- c) Cost greater than \$20,000 - \$19,000 plus 80% of the portion in excess of \$20,000.

.02 The Owner will pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint will be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.

.03 The Owner will pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the equipment on the Work on a Time and Material Basis.

GC 8.02.04.06.02 Standby Time

.01 The Owner will pay the Contractor for Standby Time of Equipment at 35% of the 127 Rate or 35% of the invoice price whichever is appropriate. The Owner will pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by the Contract Administrator. This will include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

.02 In addition, the Owner will include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the standby period or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.

.03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the Lessor until the work requiring the equipment can be resumed. The Owner will pay such costs as result directly from such return.

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- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment will be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

GC 8.02.04.07 Payment for Hand Tools

- .01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or Equipment that are tools of the trade.

GC 8.02.04.08 Payment for Work By Subcontractors

- .01 For Changes in the Work, Extra work, or Additional Work, where the work is performed by a Sub-contractor the owner shall pay the Contractor a mark up in the amount of 10 % of the first \$ 10,000 plus 5 % of the amount in excess of \$ 10,000.
- .02 No further markup will be applied regardless of the extent to which the work is assigned or sublet to others. If work is assigned or sublet to an associate, as defined by the Securities Act no markup whatsoever will be applied.

GC 8.02.04.09 Submission of Invoices

- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such work.
- .02 Separate summaries shall be completed by the Contractor according to the standard form "Summary for Payment of Accounts on a Time and Material Basis". Each summary shall include the order number and covering dates of the work and shall itemize separately labour, Materials and Equipment. Invoices for Materials, Rented Equipment and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.
- .03 Each month the Contract Administrator will include with the monthly progress payment certificate, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final "Summary for Payment of Accounts on a Time and Material Basis" shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.04.10 Payment Other Than on a Time and Material Basis

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- .01 This Section does not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum or Unit Price payment for Changes, Extras and Additional Work.

GC 8.02.04.11 Payment Inclusions

- .01 Except where there is agreement in writing to the contrary the compensation as herein provided shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the work including all cost of general supervision, administration and management time spent on the work and no other payment or allowance shall be made in respect of such work.

GC 8.02.05 Final Acceptance Certificate

- .01 After the acceptance of the Work the Contract Administrator will issue the Final Acceptance Certificate, or, where applicable, after the Warranty Period has expired. The Final Acceptance Certificate will not be issued until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract.

GC 8.02.06 Payment of Workers

- .01 The Contractor shall, in addition to any fringe benefits, pay the workers employed on the Work in accordance with the labour conditions set out in the Contract and at intervals of not less than twice a month.
- .02 The Contractor shall require each Subcontractor doing any part of the Work to pay the workers employed by the Subcontractor on the Work in accordance with paragraph [GC 8.02.06.01](#).
- .03 Where any person employed by the Contractor or any Subcontractor or other person on the Work is paid less than the amount required to be paid under the Contract, the Owner may set off monies in accordance with clause [GC 8.02.03.11](#), Owner's Set-off.

GC 8.02.07 Records

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, and Extra Work. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor

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preserve all original Records pertaining to the Work, Changes in the Work, Extra Work and claims arising therefrom for a similar period of time.

- .02 If, in the opinion of the Contract Administrator, Daily Work Records are required, such records shall report the labour and Equipment employed and the Material used on any specific portion of the Work. The Daily Work Records shall be reconciled with and signed by the Contractor's representative each day.
- .03 The Owner may inspect and audit the Contractor's Records relating to the Work, Extra Work and Changes in the Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required whenever requested by the Owner.

GC 8.02.08 Taxes and Duties

- .01 Where a change in Canadian Federal or Provincial taxes occurs after the date of the Tender Call closing for this Contract, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease Contract payments to account for the exact amount of tax change involved.
- .02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.
- .03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator, on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.
- .04 Changes in Canadian Federal or Provincial taxes which impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of equipment, the provision of labour and the supply of commodities, which do not form part of the Work.

GC 8.02.09 Liquidated Damages

- .01 It is agreed by the parties to the Contract that if all the work called for under the Contract is not completed within the time specified or any extension thereof by the Contract Administrator, damage will be sustained by the owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the owner Five Hundred Dollars (\$ 500.00), or as otherwise indicated in the contract documents, for liquidated damages for each and every Working Day's delay in finishing the work beyond the date of completion or

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number of days prescribed. It is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion, and is not a penalty.

The owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account with respect to the same Contract. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy action or other alternative that may be available to the owner.

Section 5A – Specific Conditions of Contract

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1. Specification Reference Numbers

All index and reference numbers in the Tender Submission Package, Plans and/or Specifications, or Index are given for the convenience of the Contractor and as such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item, but the Contract as a whole must be fully read in detail for each item.

2. Emergency During Construction

The Contractor is requested to furnish the phone number and name of a representative who can be contacted on a 24 hour basis in case of emergency during construction, upon request by the Contract Administrator after the award of the Contract. Those nominated shall have a cellular phone and/or pager to ensure that potential contact with them can be sustained over 24 hours, seven days a week throughout the duration of the Contract.

3. Workplace Safety And Insurance Act

Before the first payment under the Contract is released, and at other times, if requested by the Contract Administrator, the Contractor shall furnish evidence that she/he is in good standing with the Workplace Safety & Insurance Board (WSIB). Prior to the release of final monies owing by the City of Toronto, the Contractor will be required to produce a certificate issued by the Board to the effect that she/he and her/his subcontractors have paid in full their assessment based on a true statement of the amount of payrolls. If such a certificate cannot be provided because the Contractor is considered by WSIB to be an independent operator without coverage, a letter to this effect from the WSIB shall be provided by the Contractor.

4. Occupational Health And Safety Act

4.1 Nothing in this section shall be deemed or construed as making the City the "employer" of any workers employed or engaged by the Contractor to perform the Work and/or supply services to the project, including any part thereof, or the "constructor", either instead of or jointly with the Contractor. "Employer" and "constructor" shall have the same meaning as in section 1 of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, as amended from time to time, including any regulations thereunder and successor legislation (hereinafter collectively referred to as the "OHS").

4.2 Unless specifically advised otherwise in writing by the Contract Administrator or otherwise directed by the Ministry of Labour, where the Work consists of or includes construction, the Contractor shall for the purposes of the OHS be deemed, construed and designated as the "constructor" for the project comprising the Work and shall:

- (a) assume all of the responsibilities of that constructor as set out in the OHS and its regulations including, without restricting the generality of the foregoing,

Section 5A – Specific Conditions of Contract

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- (i) registration as a constructor with the Director of the Construction Health and Safety Branch in accordance with the OHSA and, in particular section 5 of Regulation 213/91 or any successor provision;
 - (ii) posting/compliance with any applicable notice-filing and notice-posting/availability requirements of the OHSA and, in particular section 6 of Regulation 213/91 under or any successor provision;
 - (b) provide the City with adequate written proof of the registration referred to in subsection (a) (i) of this section before commencing the Work; and
 - (c) where the notice requirements referred to in subsection (a) (ii) of this section are applicable, provide a copy of such notice to the City concurrently with the filing thereof pursuant to the OHSA.
- 4.3 In accordance with the OHSA, as amended, a list of designated substances found at the project site is appended to hereto under Section 4 – Scope of Work and forms part of this Contract.
- 4.4 The Contractor shall ensure that each prospective subcontractor engaged by the Contractor for the project has received a copy of the list of designated substances that are present at the site, provided to the Contractor by the City, before each prospective subcontractor enters into a binding contract for the supply of Work on the project, and the Contractor shall perform all other obligations as the constructor under the Contract and for the project.
- 4.5 The Contractor shall conform to and enforce strict compliance with the OHSA including, without restricting the generality of the foregoing, the Contractor's duties and obligations as an "employer" under section 25 and 26 thereof, and OHSA regulations with respect to construction, designated substances and asbestos. "Designated substance" and "hazardous material" shall have the same meaning as in the OHSA.
- 4.6 The Contractor shall:
- (a) ensure that no work will commence, and that those engaged by the Contractor are aware of and comply with the requirements of the OHSA and shall not commence work, without first reporting their arrival and intent at the Work site on the first day to the Contract Administrator;
 - (b) establish and maintain at each Work site, in a manner easily available to all workers, other staff and authorized City staff, a copy of all relevant Material Data Safety Sheets ("MSDS");
 - (c) deliver to the Contract Administrator a list of all designated substances and a copy of the MSDS for each hazardous material, both as defined in the OHSA, that will be brought to the Project site and/or used in the performance of the Work, no later than Five (5) working days following execution of the Contract and at least Ten (10) working days prior to commencement of the Work;
 - (d) not bring onto the Work site any designated substance or hazardous material without the prior written authorization of the Contract Administrator;

Section 5A – Specific Conditions of Contract

Tender Call No. 171-2011 Contract No. N/A

- (e) strictly conform to and comply with, all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority pertaining to lead and any other designated substance(s) or hazardous material(s), including without limitation, the OHSA and all regulations thereunder, and also cause its subcontractors to do so;
- (f) submit to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour;
- (g) should the Contractor be issued a notice/directive as either an "order to comply" or a "stop work order", immediate corrective measures shall be taken by the Contractor. A copy of the notice/directive shall be delivered to the Contract Administrator immediately.
- (h) promptly report to the Contract Administrator all accidents involving personal injury or property damage that occur in connection with the work; and
- (i) take all steps necessary to prevent the spread of lead-containing dust/particles and any other designated substance(s) or hazardous material(s) from the Work site when performing Work involving, but not limited to, lead-containing paint, and to protect the Contractor, those engaged by the Contractor in performance of the Work, City employees and all others, including the general public, likely to be at or near the Work site.

4.7 Where the Work includes removal of asbestos, the Contractor shall:

- (a) conform to and enforce strict compliance with all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority governing workplace safety or asbestos on construction projects and in building and repair operations with respect to the removal of asbestos, air testing and removal of barriers, including without limitation, OHSA Reg. 278/05 (Designated Substance --- Asbestos on Construction Projects and in Buildings and Repairs Operations), hereinafter referred to as the "Asbestos Regulation", as may be amended from time to time;
- (b) ensure, through appropriate air testing and such other measures as may be appropriate and necessary, that the Work site and adjacent areas not been contaminated with asbestos during the performance of the Work; and
- (c) prior to dismantling any barriers erected to contain asbestos and asbestos-containing materials, the Contractor shall provide written confirmation to the Contract Administrator that, after conducting proper air testing and other due diligence measures, the area is safe in accordance with the requirements of the OHSA.

4.8 Asbestos

- 4.8.1 If, during the course of the Work, the Contractor or any of the subcontractors or suppliers engaged by the Contractor, disturb material that is believed to be asbestos containing material, separate and apart from asbestos abatement work forming part of the Contract, the Contractor shall act in strict compliance

Section 5A – Specific Conditions of Contract

Tender Call No. 171-2011 Contract No. N/A

with the OHSA, including but not limited to the Asbestos Regulation, and without limiting the generality of the foregoing, shall:

- (a) Stop work and evacuate the area where the asbestos containing material is believed to have been disturbed and take all precautions or actions mandated by the OHSA and notify the City immediately;
- (b) Notify the Contract Administrator via telephone, with written notification to follow as soon as possible; and
- (c) Refrain from entering the work area for any reason whatsoever until safe to do so, in accordance with the requirements of the OHSA and, prior to re-entry, notify the Contract Administrator for approval to recommence Work.

4.8.2 The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City's asbestos management program (the "Program") prior to the commencement of the work. The training will include the specific requirements of the Program and the record containing the City's inventory report, including,

- (a) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;
- (b) whether the material is friable or non-friable;
- (c) a description of the condition of the material.

4.8.3 Prior to the commencement of the Work, the Contractor shall confirm to the City in writing that the training described in section 4.8.2 has been completed.

4.8.4 The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City's asbestos report prepared in accordance with section 10 of the Asbestos Regulation. The training shall include the specific requirements of the report including,

- (a) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;
- (b) whether the material is friable or non-friable;
- (c) a description of the condition of the material.

4.8.5 Prior to the commencement of the work, the Contractor shall confirm to the City in writing that the training described in paragraph 4.8.4 has been completed.

4.9 The Contractor shall use all reasonable and due care to avoid spilling or disturbing any designated substance(s) or hazardous material(s) of which the City notifies the Contractor are or may be on the site; and shall not remove or interfere with any designated substance(s) or hazardous material(s) except in full compliance with the OHSA and, after notifying the Contract Administrator, being authorized to do so by the Contract Administrator. The Contractor shall, following discovery that any designated substance or hazardous material has been removed or interfered with other than in compliance with this subsection,

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forthwith report same to the Contract Administrator and ensure that no further such non-complying removal or interference occurs.

- 4.10 Where the Contractor encounters designated substance(s) or hazardous material(s) at the site or has reasonable grounds to believe that designated substance(s) or hazardous material(s) are or may be present at the site, the Contractor shall take all reasonable steps as deemed necessary to comply with the OHSA, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of such substance(s) or material(s), and immediately report the circumstances to the Contract Administrator and any other appropriate authority, in writing. Where there is a delay by reason of so doing, the Contractor shall be entitled to its reasonable costs, to the extent directly incurred by reason of that delay and directly related to designated substance(s) or hazardous material(s) which existed at the site prior to the commencement of the Work which were not disclosed by the City.
- 4.11 Authorized representatives of the City shall, at all times, have access to the Work site to monitor the Contractor's compliance with the terms of the Contract.
- 4.12 During the course of the Work, the Contractor shall furnish forthwith to the City of Toronto Health and Safety Manager, via the Contract Administrator, a copy of all correspondence, reports, compliance orders or charges arising from or issued in respect to the requirements of the OHSA which are received or which come to the notice of the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.
- 4.13 Without limiting any other right, remedy or privilege of the City under this Contract or otherwise provided by law, statute or in equity, where the Contractor has failed to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, whether express or implied, the City shall have the right to:
- (a) Require the Contractor to remedy such default, by the removal of any workers from the Work that fail to comply with the OHSA (or any other health and safety plan, policy or program requirement of the Contract) or the taking of such other measures as may be necessary to remedy such default;
 - (b) Suspend or Stop the Work;
 - (c) Cancel or Terminate the Contract; and/or
 - (d) Exercise any other right, remedy or privilege available to the City for default or breach of this Contract available under the terms of this Contract, or may be available in law, by statute or in equity.
- 4.14 In the event that the City exercises the right to suspend or stop the Work or an affected part thereof, as a result of the failure by the Contractor to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, such Work or part thereof shall not resume until any such violation has been completely rectified to the satisfaction of the Contract Administrator.

Section 5A – Specific Conditions of Contract

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4.15 The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation of a health and safety requirements of any federal, provincial or municipal governmental authority, it being understood that no such delay shall be deemed or construed as an "Unavoidable Delay" for the purposes of extending the time for performance for the Work or entitling the Contractor to additional compensation whatsoever, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City. The City shall not be responsible for any compensation, expense or liability resulting from any such delay.

4.16 Nothing in this Contract shall be construed as requiring the City to monitor or approve the workplace health and safety practices of the Contractor. The City shall not be liable to any person by reason of a breach by the Contractor or any subcontractor of any applicable health and safety standard or requirement.

5. Organization Of Work And Work Restrictions

Before work commences, the Contractor shall expedite the ordering and delivery of all materials and equipment required, and shall co-ordinate the sequence of the work stages. No claim shall be allowed for delays and/or additional expense resulting from failure to order and accept the delivery of materials from suppliers in a timely manner and subsequent failure to maintain the contract schedule.

It is the Contractor's responsibility to implement all required measures (e.g. fences, enclosures, etc.) in order to strictly control the pedestrian traffic in the construction area and to prevent any pedestrian approaching into the areas of construction hazard, or any other dangerous area.

The Contractor shall be attentive to the needs of pedestrians that are visually or physically impaired, and the Contractor must be prepared at all times to assist in the safe and comfortable passage of these pedestrians.

The Contractor shall note that a number of existing utilities and services are located below the area of reconstruction and others in the near vicinity. The Contractor shall examine the site to identify potential problems associated with the accessibility, transportability and constructability of their proposed methods.

6. Other Contractors

The Contractor is advised that existing utility relocation and other work, survey, testing, sampling and quality control estimates may take place within the construction limits prior to and possibly during the work to facilitate the new construction. The Contractor shall co-ordinate his activities with those of any particular utility, testing companies, City crew and other contractor working within the project construction limits at a particular work location in order that all work can take place expeditiously and without conflict.

There shall be no consideration for additional payment to the Contractor related to work activity co-ordination as described above.

Section 5A – Specific Conditions of Contract

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7. Contractor's Liability

The Contractor will be held responsible by the City of Toronto for damages caused by the Contractor's work to utilities, properties, structures near to or in the general area of the Work, through the Contractor's or his sub-contractor's intentional or negligent action or omission, or through settlement of ground, vibration or shock etc., resulting from causes relating to the Work performed under the Contract. Additionally, the Contractor will be required to make good all damage at his expense and to the satisfaction of the Contract Administrator.

8. Pre-Construction Survey And Layout

8.1 Pre-Construction Survey

The City shall perform a pre-construction survey to identify property bars, and to establish baselines and benchmarks necessary for the delineation of Working Area and layout of the Works in accordance with General Conditions of Contract section 3.05.

Notwithstanding, the City may request the Contractor to perform the pre-construction survey. In which case, compensation for the service shall be determined on a time and materials basis in accordance with GC 8.02.04.

8.2 Layout

The City shall perform the layout of the Works in this Contract in accordance with GC 7.02, Layout by Owner section. Notwithstanding, the City may request the Contractor to perform the Layout of the Works. In which case, compensation for the service shall be determined on a time and materials basis in accordance with GC 8.02.04.

9. Disposal Of Surplus Excavated Material And Removals

All surplus excavated materials, removals, grindings and all other debris, including that from sewer flushing and catch basin cleaning, shall be disposed of, off site. No separate payment shall be made for the costs associated with this work.

The City of Toronto will not make arrangements for the disposal of surplus materials or supply bills of lading.

The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal. The Contractor shall indemnify and hold harmless the City and each of its elected officials, officers, employees and agents from and against all claims, demands, actions, suits or proceeding which may arise in connection with the excavated material and the handling and disposal thereof.

The Contractor shall comply with the requirements of all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract.

Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all excavated material off site immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.

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10. Smog Alert Response Plans

The Contractor, when notified by the Contract Administrator that the City's Smog Alert Response Plan has been implemented, shall, where applicable:

- suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
- suspend all pesticide spraying;
- suspend grass cutting operations;
- not allow refuelling during daytime hours;
- not permit equipment and vehicle idling;
- curtail the use of two-stroke engines as much as practical;
- suspend normal street sweeping of all roadways during daytime hours except where there is an urgent need for clean-up, i.e. following a special event such as Caribana;
- suspend the operation of loop cutting tar pots; and
- suspend any non-essential planned traffic control device installation or modification work which will require lane closures or require complete deactivation of the traffic control device. Work that is required to address safety concerns or to reduce traffic congestion may continue.

Asphalt paving operations using SS-1 tack coat (water based) may continue.

A Smog Alert may be preceded by a Smog Watch. A Smog Watch is issued when there is a 50 percent chance that a smog day is coming within the next three (3) days. The Contractor shall not be entitled to any additional payment or extension of Contract Time due to the implementation of the Smog Alert Response Plans.

Notwithstanding the above, if it is necessary and the Contract Administrator ordered the suspension of paving operations, payment and/or extension of the Contract for the suspension of asphalt paving operations shall only be made if notification by the Executive Director or General Manager to suspend work is made in less than four hours prior to starting of such operations, and if such suspension has detrimentally impacted on the Contractor's work schedule. The Contractor shall provide supporting documentation identifying the impact and associated fair and reasonable costs in accordance with the General Conditions of Contract section 8.02.07 Records and any delay in accordance with the General Conditions of Contract section 3.07 Extension of Contract Time and section 3.08 Delays.

Payment for this work, at actual costs incurred, shall be made under the appropriate provisional item(s) identified in the Pricing Form and in accordance with the General Conditions of Contract 8.02.04 Payment on a Time and Material Basis with the exception of any mark ups.

11. Security

The Contractor shall be responsible for the security of the work of this Contract from the time the job site is turned over to him until all work has been completed.

The Contractor shall take all necessary precautions to ensure that the construction site does not pose a hazard to the public for the duration of the project. Appropriate safety

Section 5A – Specific Conditions of Contract

Tender Call No. 171-2011 Contract No. N/A

and warning signs must be posted. All such site security measures shall be removed from the site at the completion of the project.

The Contractor shall supply an Emergency Call Sign that shall be posted in a prominent area. The sign shall conform to City's standard drawing T-216.02-24

No additional separate payment will be made for such work and provisions.

12. Material And Truck Weighing

The City reserves the right to randomly verify the quantity of materials supplied in connection with this Contract. Prior to unloading of materials that are priced on a unit weight basis ("unit weight materials"), the weight tickets must be provided to the Contract Administrator (or in his/her absence, the City's inspector). Material weight tickets that are not provided to the Contract Administrator or the City's inspector prior to unloading will not be accepted later for payment.

When directed by the Contract Administrator or the City's inspector, trucks carrying unit weight materials shall proceed immediately to a City's weighing facility as specified by the Contractor Administrator or the inspector. After passing through the City's weight scale and unloading the materials, the empty truck shall return to the same facility to verify the vehicle tare if so directed by the Contract Administrator or the City's inspector.

Should the weight verification show that the verified weight of the material is less than what is shown on the Contractor's weight ticket by more than 1.0%, the payment for the affected load shall be made based on the weight measured by the City's weighing facility.

City staff will also adjust the method of measurement for all following loads that are not weight-verified but have been delivered to the site before a new weight verification process can prove the Contractor had rectified the weight inconsistency. The weight of the following loads will be adjusted based on an adjustment factor determined from the most recently weight-verified load

The City will not compensate contractors for any cost associated with the weight verification process.

13. Noise Regulations

The Contractor shall comply with all City noise bylaws. In addition, the Contractor shall ensure the following:

- Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to proper muffler systems, properly secured components and the lubrication of all moving parts; and
- Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.

Section 5A – Specific Conditions of Contract

Tender Call No. 171-2011 Contract No. N/A

14. Fair Wage And Labour Trades Policy

The Contractor and all associated subcontractors, shall be subject to the City's Fair Wage Policy and Labour Trades Obligations, as adopted by the City from time to time, and any of the City's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.

The Fair Wage Schedule that is applicable to this Contract is set out in Section 2 – Information for Bidders – of this Tender Call.

15. Liquidated Damages

The Contractor recognizes and agrees that the City will suffer financial loss if the Work is not completed within the time specified in this Contract. The Contractor also recognizes the delays, expenses and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Contractor agrees that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the City the sum of \$ 1,000.00 (ONE THOUSAND DOLLARS) per day as liquidated damages for each and every calendar day's delay from the specified time for completion of the Work until actual completion of the Work, and it is further expressly acknowledged and agreed by the Contractor that:

- (a) this amount is a reasonable estimate of the actual damage that will be incurred by the City due to any failure to complete the Work within the time required by this Contract;
- (b) the City may deduct the amount due under this section from any monies that may be due or payable to the Contractor, whether under this Contract or any other agreement; and,
- (c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the City is entitled at law or in equity.

16. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990, c. E.19, as may be amended.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCBs and shall forthwith be reported to the Contract Administrator.

Section 5A – Specific Conditions of Contract

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This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

17. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

18. Hot Work & Red Tag Permit Training

All contractor's forces, including sub-contractors, performing work for **Building Selective Demolition, Interior Alterations and Building System Upgrades at Ramsden Yard located at 1008 Yonge Street, Toronto, Tender 171-2011,** are required to have successfully completed "Managing Impairments Using FM Global's Red Tag Permit System" (if any work involves or is to be done on any fire protection system- exception- a fire detection system if it is not a part of a fire protection system- ie. It is not used to trip a gaseous suppression or sprinkler system) and/or Managing Hot Work Using FM Global's Hot Work Permit System as applicable to the scope of work .

In order to successfully complete the training, a grade of 80% is required. The contractor and sub-contractor's staff must be recertified every three years. Each session takes less than one hour to complete and can be accessed 24 hours a day, seven days a week from any computer connected to the Internet. No downloads required. There is no limit to the number of people that can register.

To register, please fill out the enclosed application and e-mail to onlinetraining@fmglobal.com. N.B. Once enrolled for one course you are automatically enrolled for all courses.

The contractor can sign up directly by sending an e-mail to onlinetraining@fmglobal.com with the name, company name and e-mail address of the person (s) requiring authorization. The contractor must enter "City of Toronto" and the location of the City facility into the sign up window so that FM Global can track that they are a City contractor.

Please note that 24 hours is required to allow for confirmation of contractor authorization.

This will be a mandatory requirement of the Contract and applicable work shall only be performed by those who have successfully completed the course.

Upon request by the City, either before commencement of the work or at any time throughout the duration of the Contract, the contractor shall submit written certificates confirming that the contractor's and sub-contractor's staff have successfully completed the applicable training session(s).

Section 5A – Specific Conditions of Contract

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FM Global Online Training Pre-Registration Form (complete and email to onlinetraining@fmglobal.com)

City Of Toronto-
Acct. 1-07087

Last Name	First Name	Title	Email Address	Requested Username (if don't have email)	Local name of location

The contractor can sign up directly by sending an e-mail to onlinetraining@fmglobal.com with the name, company name and e-mail address of the person (s) requiring authorization. The contractor must enter "City of Toronto" and the location of the City facility into the sign up window so that FM Global can track that they are a City contractor.

Please note that 24 hours is required to allow for confirmation of contractor authorization.

This will be a mandatory requirement of the Contract and applicable work shall only be performed by those who have successfully completed the course.

Upon request by the City, either before commencement of the work or at any time throughout the duration of the Contract, the contractor shall submit written certificates confirming that the contractor's and sub-contractor's staff have successfully completed the applicable training session(s).

Section 6 – Contract Execution Package

Tender Call No. 171-2011 Contract No. N/A

Note

Bidders are not required to complete the following listed documents as part of the Bid Submissions.

The successful Bidder shall complete these documents upon notification by the City.

FORM OF AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

WSIB & TAX STATUTORY DECLARATION

INSURANCE CERTIFICATE

SUPPLEMENTARY STATUTORY DECLARATION FOR OHSA

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

THIS CONTRACT, made in quadruplicate this _____ day of _____, 20____

B E T W E E N:

[Contractor's Full Legal Name]
(hereinafter called the "Contractor")

Of The First Part

- and -

CITY OF TORONTO
(hereinafter called the "City")

Of The Second Part

WHEREAS the City issued a Tender Call for Project Title (hereinafter referred to as the "Project"), being Tender Call No. 171-2011, Contract No. N/A and further issued [enter #] Addenda, with respect thereto;

AND WHEREAS the Contractor submitted a Bid dated [enter date] in response to the Tender Call and Addenda, a copy of which is hereto annexed to this Contract and constitutes a part thereof; and

AND WHEREAS at its meeting held on [enter date], the Bid Committee adopted the recommendations of the Report of the [enter title of Division Representative] of [enter name of Division] and the Director, Purchasing and Materials Management, dated [enter date], and authorized the retention of the Contractor to provide the Work in connection with the Project in accordance with all the terms and conditions of the Tender Call and the Contract Documents (including the Specifications and General Conditions hereto annexed or referred to, and of the Drawings referred to and listed in such Specifications), with payment therefore to be in accordance with the prices set out in this Contract, but not to exceed the total amount of \$[enter amount] including all taxes and contingencies;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Interpretation

The Interpretation provisions of and definitions contained in the Tender Call are incorporated into and form part of this Contract. In addition to the foregoing, the following terms shall have the meanings herein specified unless the context otherwise specifies or requires:

"City Personnel" means its mayor, elected officials, officers, employees, servants, agents, volunteers and contracted personnel (excluding the Contractor);

"Claims" or "Claim" means any demands, claims, actions, causes of action, suits, proceedings, executions, liens and otherwise for, without limitation, liabilities, damages and loss of any kind and any nature whatsoever including but not limited to property damage or loss, bodily injury and death, loss of reputation, loss of opportunity, economic loss, royalties, judgments, fines,

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

penalties, interest, charges, expenses and costs (including legal costs on a substantial indemnity basis);

“Contract Documents” means all of the following documents:

- (a) this Contract between the City and the Contractor, upon execution, including all schedules and amendments thereto;
- (b) the Tender Call;
- (c) Contractor’s Bid, dated [enter date]; and
- (d) any other document agreed by the parties, in writing, to constitute one of the Contract Documents;

"Division Head" means [enter title of Division Representative and name of Division];

“Specifications” means all written or printed descriptions, instructions or parameters within this Contract pertaining to the method and manner of supplying the Work or performing the scope and requirements related to such supply, including those pertaining to the qualities of the Work and includes, without limitation, any other technical, functional and warranty requirements set out in this Contract and includes any Standard Specifications and Special Specifications contained in the Tender Call.

Any reference to a Division Head or an officer or representative of the City shall be construed to mean the person holding that office from time to time and any person holding a successor office, and shall be deemed to include a reference to any person delegated, in accordance with any applicable by-laws and policies of the City, the authority of that Division Head, officer or representative of the City so referenced or otherwise duly authorized as a representative of that person to the extent of such authorization.

A reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof.

Where there is conflict, inconsistency, ambiguity or incongruity between the interpretation provisions and definitions contained in this Contract and those in the Tender Call, the interpretations and definitions in this section shall apply and prevail to the extent of such conflict, inconsistency, ambiguity or incongruity.

2. Incorporation of Contract Documents

The Contract Documents are incorporated into and form part of this Contract to the same extent, effect and fully as if each of them was set out and specifically repeated in this Contract, even if said documents are not physically attached hereto. The Contractor acknowledges receipt of all Contract Documents.

3. Performance

The Contractor shall execute and perform the whole of the Work with all due expedition and in a thoroughly worker-like manner in all respects in strict accordance with all terms and conditions of the Contract Documents and will maintain and guarantee the Work as provided for in the Contract Documents, all to the entire satisfaction of the Division Head, and that in the execution

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

and performance of the Work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions mentioned and contained in the Contract Documents on the part of the Contractor to be carried out, performed, observed and fulfilled.

The Contractor shall furnish all materials, equipment, tools, plant, machinery, labour, and workmanship required for the Work, together with transportation of the same, and all other things necessary for the due and proper execution of the Work in the manner aforesaid and will do all such Work and furnish all such materials according to the directions and to the satisfaction of the Contract Administrator for the Division Head. The Contractor shall proceed with the provision of Work diligently and at a rate of progress that, in the reasonable opinion of the Division Head, will ensure entire completion within the time provided for in the Contract.

4. Payment

If the Contractor shall duly and properly execute and perform this Contract and the Work and shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisos, terms and conditions herein and in the Contract Documents, the City will pay the Contractor for the Work (exclusive of all Extra Work or Additional Work and subject to any alterations or deductions in Work ordered by the said Division Head in connection therewith) in accordance with the prices set out in the Contractor's Bid and the terms of payment in the Contract Documents and for such alterations, deductions, Extra Work or Additional Work at the unit rates set out in the Contractor's Price Form of its Tender or the amounts, as the case may be, stipulated in a written order or written orders of the said Division Head authorizing the Extra Work, Additional Work, alterations or deductions. All such payments shall be made in the manner and subject to the forfeitures and deductions set out in the Contract Documents upon estimates or certificates signed by the said Division Head and subject to the provisions of all applicable by-laws of the City; PROVIDED

- (a) that no money shall become due or payable under this Contract unless and until an estimate or certificate therefore shall have been signed as herein provided, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;
- (b) that the City shall not be liable or compelled to pay for any Extra Work or Additional Work except in the manner and as provided for herein and in the Contract Documents, or to grant or issue any estimate or certificate for any of the Work or Material rejected as unsatisfactory or deficient by the said Division Head or to pay any money therefore until the Work or material so rejected has been replaced by new material and proper workmanship to the written satisfaction of the said Division Head, and
- (c) that the granting of any estimate or certificate or the payment of any moneys thereunder shall not be construed as an acceptance by the City of any bad or defective Work or Material to which the same relates, or as an admission of liability by the City to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such Work or Material, although the condition of the same may not have been known to or discovered by the said Division Head at the time such estimate or certificate was granted, or moneys paid thereon.

5. Indemnification

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

The Contractor agrees that it will from time to time, and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the City, its City Personnel and successors and assigns of, from and against any and all Claims which may be brought against or made upon the City, its City Personnel and successors and assigns, or any of them, and of, from and against all loss, liability, judgements, costs, charges, damages, liens and expenses which the City, City Personnel and its successors and assigns, or any of them, may sustain, incur or be put to by reason or arising out of or in consequence of the City entering into this Contract, the execution and performance of the Work or the non-execution, or imperfect execution of the Work or the supply or non-supply of plant and Material for the Work, including any injury, loss or damage arising out of or incidental to this Contract, including passage of persons, vehicles and property over any lands of the City, including lands which do not form part of the Contractor's hoarded construction area.

The Contractor further agrees that it will pay to the City and to each such City Personnel and its successors and assigns on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the City or by any of its City Personnel, successors or assigns in consequence of any such Claim and any moneys paid or payable by the City or any of the City Personnel in settlement or in discharge or on account thereof, PROVIDED that on default of such payment all such last mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the City on account of the Work or from moneys payable by the City to the Contractor on any account whatever or may be recovered from the Contractor or its Surety in any court of competent jurisdiction as moneys paid at their request; and the Contractor hereby authorizes and empowers the City, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits claims, liens, executions or demands as the City or its said Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the City or its Solicitor in that behalf, and to pay to such Solicitor on demand his reasonable costs of any such defence, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the City to the Contractor on any account whatever; PROVIDED, HOWEVER, that the Contractor at the expense of the Contractor may take charge of and conduct the defence in the name of the City to any such action, suit, claim, lien, execution or demand.

6. Insurance, OHS and WSIB Compliance

The Contractor shall comply with all of the insurance, Ontario Health and Safety Act and Workplace Safety and Insurance Board provisions of this Contract and legislative requirements, as applicable, prior to the commencement of Work. The Contractor shall bear all costs, expenses, losses and damages of its own and those of the City which may arise as a result of the Contractor failing to or delaying in promptly complying with this condition.

7. City Policies, Declarations and Forms

The Contractor shall comply with all City policies, contained in the Contract Documents, and acknowledges execution of the applicable declarations and forms attached thereto. The Contractor represents and warrants that it is in compliance with all such policies and acknowledges that the City is relying on such representation and warranty.

8. Non-Waiver

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the City's right hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the City save only by express waiver in writing.

9. Contract in Writing

No verbal arrangement or agreement, relating to the Work will be of any force or effect unless it is in writing and signed by duly authorized representative of the City. The City shall not be bound by any oral communication or representation whatsoever, including but not limited to any instruction, amendment or clarification of this Contract or any of the Contract Documents, or any representation, information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, independent contractor or any other person acting on the behalf of or at the direction of the City or other representative of the City) concerning this Contract, the Contract Documents, or any other matter concerning the Contract or Work. Where in this Contract a reference is made to the express written agreement, approval or consent of the City or the Division Head, it shall be understood that the City or Division Head shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other term or condition that deviates from a provision set out in any of the Contract Documents, unless that deviation is expressly confirmed in the executed Contract or in a written and express amendment to this Contract.

10. Entire Contract

This Contract, including the Contract Documents, embodies and constitutes the sole and entire agreement between the parties hereto. There are no terms, obligations, covenants or conditions between the parties hereto, other than as contained herein. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties. Neither this Contract, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by such instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. The Contract Documents are complementary and what is required by any part thereof shall be considered as being required by the whole.

11. Successors and Assigns

This Contract and all terms, covenants, conditions and provisions herein shall be binding upon and shall ensure to the benefit of the City and the Contractor and their respective permitted assigns, successors and legal representatives.

The Contractor shall not assign, transfer or encumber in any manner or part this Contract without the prior written consent of the City, which consent shall not be unreasonably withheld. The Contractor shall not sub-contract this Contract or change any approved sub-contractor without the prior written consent of the City. No assignment or sub-contracting shall, in any circumstances, relieve the Contractor of its responsibilities, obligations and liabilities under this Contract.

12. Set-Off

The City shall have the right to satisfy any amount from time to time owing by it to the Contractor by way of a set-off against any amount from time to time owing by the Contractor to the City, including

**Section 6 – Contract Execution Package
Form of Agreement**

Tender Call No. 171-2011 Contract No. N/A

but not limited to any amount owing to the City pursuant to the Contractor's indemnification of the City in the Contract.

13. Precedence

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- a) this Contract;
- b) Addenda;
- c) Contract Drawings;
- d) Bid;
- e) Special Specifications;
- f) Standard Specifications;
- g) Specific Conditions;
- h) General Conditions;
- i) Working Drawings;

Later dates shall govern within each of the above categories of documents.

IN WITNESS WHEREOF the Contractor and the City of Toronto have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED	)	[Contractor's Full Legal Name]
)	
)	
)	
)	_____
	)	Name -
	)	Title -
)	
)	_____
	)	Name -
	)	Title -
)	
	)	I/We have the authority to bind the corporation.
)	
	)	CITY OF TORONTO
)	
)	
)	_____
	)	City Clerk
)	
)	
)	_____

**Section 6 – Contract Execution Package
Performance Bond**

Tender Call No. 171-2011 Contract No. N/A

Bond No: _____

Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we

hereinafter called "the Principal"

– and –

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the City of Toronto and its successors, hereinafter called "the Obligee" as Trustee, in the sum of _____ Dollars (\$ _____) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, and our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

SIGNED AND SEALED with our respective seals and dated this _____ day of _____, 20____.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract", for the construction of _____ as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee, and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract, and shall fully reimburse and repay the Obligee for all outlay, expenses, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material

**Section 6 – Contract Execution Package
Payment Bond**

Tender Call No. 171-2011 Contract No. N/A

Bond No: _____

Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we

hereinafter called "the Principal"

– and –

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the City of Toronto and its successors, hereinafter called "the Obligee" as Trustee, in the sum of Dollars (\$) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract", for the construction of _____ as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall:

- (a) at all times make payment to all claimants for all labour, materials or services used or reasonably required for use in the performance of the Contract, or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee;
- (b) at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, action, claims, liens, proceedings, demands, awards, payments, and liabilities arising out of or in any manner based upon or attributable to the claims of such persons;
- (c) promptly see to the removal from the registered title to the lands on which said

**Section 6 – Contract Execution Package
Payment Bond**

Tender Call No. 171-2011 Contract No. N/A

construction takes place, of all claims for lien by claimants as aforesaid and all certificates of action in connection therewith; and

- (d) fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments, incurred or undertaken to be made by the Obligee, attributable to the claims of such persons made pursuant to the Contract or the Construction Lien Act, R.S.O. 1990, c. C.30, as may be amended (hereinafter "Construction Lien Act").

then this obligation shall be void, but otherwise it shall be and remain in full force and effect subject, however, to the following conditions:

- (i) a Claimant for the purpose of this Bond shall be individual, firm or corporation having a direct contract with the Principal for labour, services, material or any combination thereof used or reasonably required for use in the performance of the Contract;
- (ii) labour, material and services shall be construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract;
- (iii) an individual, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall be a Claimant only to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract;
- (iv) the prevailing industrial value of equipment shall be determined, insofar as it is practicable to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract;
- (v) the Obligee and the Principal shall have the right to change, alter and vary the terms of the Contract, and the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee;

**Section 6 – Contract Execution Package
Payment Bond**

Tender Call No. 171-2011 Contract No. N/A

- (vi) the Principal and the Surety shall not be discharged or released from liability hereunder and such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee;
- (vii) every Claimant who has not been paid as provided for under the terms of the Claimant's contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon, and the Obligee shall not be obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond;
- (viii) it shall be a condition the trust provided for in this Bond, that if any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof;
- (ix) no suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed,

**Section 6 – Contract Execution Package
Payment Bond**

Tender Call No. 171-2011 Contract No. N/A

- (A) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Construction Lien Act, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal,
- (B) in respect of any claim either than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal,

and such notice may be served,

- (C) by mailing the same by registered mail in each case to an address at which the intended recipient regularly maintains an office for the transaction of business, or
 - (D) in any manner in which legal process may be served in Ontario;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - (c) other than in a Court of competent jurisdiction in the Province of Ontario to the jurisdiction of which Court the parties and Claimants shall submit, but subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond;
- (x) the amount of this Bond shall be reduced by, and to the extent of, any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Construction Liens which may be filed of records

**Section 6 – Contract Execution Package
Payment Bond**

Tender Call No. 171-2011 Contract No. N/A

against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

- (xi) the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

In Witness Whereof the Principal and Surety has signed and sealed this Bond this ____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED:

)
)
)
) _____
)
)
)
) _____
) Principal
)
)
)
) _____
) Surety

**Section 6 – Contract Execution Package
WSIB & Tax Statutory Declaration Form**

Tender Call No. 171-2011 Contract No. N/A

CANADA,) IN THE MATTER OF the annexed Agreement
PROVINCE OF ONTARIO,) made between
JUDICIAL DISTRICT OF YORK)
)
)
) - and -
)
) THE CITY OF TORONTO
)
) this ____ day of ____, 20__.
) with respect to
)

I, _____, of the CITY / TOWN / VILLAGE of _____
in the Province of _____, do solemnly declare as follows:

1. I am _____ of _____
(If an incorporated Company, state " President", (Company Name)
"Secretary", or as the case may be)
referred to above (hereinafter called "the Contractor"), and as such have knowledge of
the matters hereinafter declared to.
2. The Contractor has paid all assessment or compensation payable to the Workplace
Safety and Insurance Board as provided for in the article of the General Conditions
entitled "Certification and Payment", attached to the said Agreement.
3. The Contractor has paid all taxes and/or penalties imposed on it by the Corporation Tax
Act, R.S.O. 1990, c. C.40, as may be amended.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it
is of the same force and effect as if made under oath.


DECLARED before me at }
the _____ of _____ }
in the City of Toronto }
this _____ day } _____
of _____ 20 ____ } Signing Officer of Company

A Commissioner, etc.

Section 6 – Contract Execution Package Insurance Certificate

Tender Call No. 171-2011 Contract No. N/A

To be completed only by the Insurer or its representative

		City of Toronto Contact Name: Address:		
1. Name of Insured		2. Address and Telephone # of Insured		
3. Operations of Named Insured for which certificate is issued:				
(NOTE: Provide specific project information including the Toronto contract number)				
4. Commercial General Liability Please state amount of deductible or self retained portion of coverage: _____				
Insuring Company	Policy Number	Policy Limit(s) (per occurrence)	Effective Date	Expiry Date
Primary Insurer:				
Umbrella/Excess Insurer:				
5. Policy Provisions/Amendments/Endorsements				
<p>A. Commercial General Liability is extended to include Cross-Liability and Severability of Interest, Broad Form Contractual Liability, Owner's and Contractor's Protective Liability, Broad Form Property Damage, Contingent Employer's Liability, Employer's Liability, Non-Owned Automobile Liability, Products/Completed Operations, Personal Injury Liability and, if applicable to the insured operations as detailed in Item 3, coverage for Blasting, Pile Driving and Collapse.</p> <p>B. The CITY OF TORONTO, ITS BOARDS, AGENCIES, COMMISSIONS OR SUBSIDIARY OPERATIONS, AS APPLICABLE, are included as Additional Insureds but only with respect to liability arising out of the operations of the Insured for which a Contract is issued by the City of Toronto.</p> <p>C. The Commercial General Liability Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.</p> <p>D. The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Additional Insureds as set out in Item 5B.</p> <p>E. If cancelled or materially changed to reduce the coverage outlined on this Certificate during the period of coverage as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to the CITY OF TORONTO at the address provided on this Certificate.</p>				
6. Automobile Liability (if applicable): Please note Sections 5A to 5D do not apply to this policy				
Insuring Company	Policy Number	Policy Limit(s)	Effective Date	Expiry Date

CERTIFICATION

I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) shown in Item 4 (and Item 6 if applicable) unless notice is given in writing in accordance with Item 5E.

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

Section 6 – Contract Execution Package
Supplementary Statutory Declaration with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

2. I/we have a health and safety policy and a programme to implement such policy as required by clause 25 (2) (j) of the Occupational Health and Safety Act. R.S.O., 1990, c. o.1, as may be amended (hereinafter "OHSA"), and the said policy does not conflict with the health and safety policy of the City of Toronto.

3. With respect to the goods and services contemplated in the above Contract, the Contractor and its proposed Subcontractors
 - a) Have conducted training, for all personnel to be involved in providing such goods and services (including but not limited to employees and workers as well as the employees and workers of all sub-contractors), as required by the OHSA and all regulations thereunder, including those with respect to the workplace hazardous materials information system, industrial establishments, construction projects, confined spaces and designated substances.
 - b) Have put into effect all programmes relating to designated substances as required by the regulations under the OHSA.
 - c) Have put into effect all programs and plans related to confined spaces as required by the regulations under the OHSA.

4.
 - a) Without limiting the generality of the foregoing, the Contractor's supervisors have received, in addition to the training set out in 3(a), a program of Asbestos Management Training which meets the requirements of Ontario Regulation 278/05 (Designated Substances – Asbestos on Construction Projects and in Buildings and Repair Operations) and which includes the matters set out in Appendix "B".
 - b) Without limiting the generality of the foregoing, the Contractor has provided to its supervisors and all personnel (including but not limited to employees and workers as well as the employees and workers of all sub-contractors) training with respect to Asbestos Abatement which meets the requirements of Ontario Regulation 278/05 (Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations) and which includes the matters set out in Appendix "A". effective November 1, 2007, and in accordance with section 20 of Ontario Regulation 278/05, for type 3 operations, supervisors and personnel (including but not limited to employees and workers as well as the employees and workers of all sub-contractors) have completed the Asbestos Abatement Worker Training program approved by the Ministry of Training Colleges and Universities.

Section 6 – Contract Execution Package
Supplementary Statutory Declaration with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

5. I am/we are each of the full age of twenty-one years or over.

And I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of “the Canada Evidence Act”.

SEVERALLY DECLARED before me at the }

_____ of _____ in	}	
the Province of Ontario	}	
this _____ day	}	_____
of _____ 20____	}	Signing Officer of Company
	}	

A Commissioner, etc.

Section 6 – Contract Execution Package
Supplementary Statutory Declaration with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

APPENDIX “A”

“ASBESTOS ABATEMENT TRAINING”

- history of asbestos and asbestos-containing materials;
- the hazards of asbestos;
- health effects associated with asbestos exposure;
- methods of controlling asbestos hazards;
- review of Ontario’s Occupational Health and Safety Act and Regulation (278/05) pertaining to asbestos;
- reasons for abatement;
- Type 1, Type 2 and Type 3 abatement methods and procedures;
- notification of project procedures;
- use and maintenance of personal protective equipment;
- air monitoring and analysis procedures;
- asbestos disposal requirements;
- overview of asbestos products in switch gears, roof felts and underground tanks;
- owner’s and employer’s responsibilities;
- employee’s responsibilities;
- consultant roles and responsibilities;
- contractor roles and responsibilities;
- access procedures for areas containing asbestos
- procedure regarding unplanned asbestos identification;
- use of air monitoring/testing equipment;
- use of respirators;
- use of disposable clothing;
- construction of enclosure with decontamination facility (exhaust unit, worker access, airlocks, etc.) including a transfer room and clean room;
- use of air movement and filtration system;
- use of vacuum system (HEPA);
- use of hand tools, cleaning tools;
- use of poly sheeting, bags, labels and tape;
- use of warning signs;
- use of surfactants and encapsulents; and
- use of airless electric sprayer.

Training on the aforementioned topics shall have been delivered no more than 6 months prior to the commencement of the Work, and proof of training shall be provided to the City immediately prior to the commencement of the Work and the Bidder shall retain a copy to be made available for inspection upon request.

Section 6 – Contract Execution Package
Supplementary Statutory Declaration with Asbestos Abatement

Tender Call No. 171-2011 Contract No. N/A

APPENDIX “B”

“ASBESTOS MANAGEMENT TRAINING”

- *Occupational Health and Safety Act* and Regulations and Ontario Regulation 278/05 regarding Asbestos
- Identification of health hazards
- Legislated employer duties
- Responsibilities of Workers
- Legislated constructor duties
- Legislated Asbestos Management Plans
- Ongoing Asbestos Management in Buildings, O Reg 278/05
- Asbestos Records
- Asbestos Management Program
- Building Surveys
- Control considerations including management plan, encapsulation / encasement, enclosure, removal
- Asbestos Waste Disposal
- Environmental Protection Act
Ontario Regulation 347
- Packaging Waste
- Transporting Asbestos
- Legislation Requirements
- General Respirator Limitations
- Types of Respirators
- Parts of a Respirator
- Visual Inspection
- Fit Checks
- Particulate Filters
- General Guidelines for Abatement Activities
- Classifying Activities
- Work Procedures – Type 1, Type 2 and Type 3 abatement methods and procedures

Training on the aforementioned topics shall have been delivered no more than 6 months prior to the commencement of the Work, and proof of training shall be provided to the City immediately prior to the commencement of the Work and the Bidder shall retain a copy to be made available for inspection upon request.

SECTION 7 – CITY POLICIES

Section 7 – City Policies

Tender Call No. 171-2011 Contract No. N/A

City of Toronto Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers (Accessibility Standard for Customer Service, O. Reg. 429/07, AODA 2005)

The City of Toronto supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of City services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the City of Toronto must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the City or, who participate in developing City policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider's premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the City of Toronto.

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website:

<http://www.mcsc.gov.on.ca/mcss/serve-ability/splash.html>

For more information:

How to comply with the Accessible Customer Service Standard at:

www.accessON.ca/compliance

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):

www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm

Fair Wage Policy*

A1. Definitions

As used in this Fair Wage Policy, the following terms have the meaning indicated:

APPRENTICE – An Individual who has entered into a registered training agreement under which the individual is to receive workplace-based training in a trade, other occupations or skill set as part of an apprenticeship program approved by the Ontario Ministry of Training, Colleges and Universities.

APPRENTICESHIP PROGRAM – A program recognized by Ontario Ministry of Training, Colleges and Universities which provides for the qualification, recruitment, selection, employment, and training on the job. Apprenticeship and training leads to Ontario Certification of Qualification and Apprenticeship for Journeyperson status, which is recognized by employer and employee representatives of industry.

CONTRACT – A legal, business agreement between the City of Toronto and the contractor to perform work or services or to provide materials and supplies.

CONTRACTORS – Any person or business entity with whom the City enters into a contract with to perform the work or provide services.

FAIR WAGE SCHEDULE – Stipulated rates of pay for different classifications of work produced and obtainable from the Fair Wage and Labour Trades Office.

FIELD WORK – All work in performance of the contract that is not shop work.

FRINGE BENEFITS – Includes such benefits as company pension plans, extended health care benefits, dental and prescription plans, etc. It does not include legislated payroll deductions such as C.P.P., E.H.T., W.S.I.B. or E.I.C.

NON-COMPLIANCE – The occurrence of any of the following conditions:

- A. Contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- B. Sub-contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- C. Contractor or sub-contractor has been found in violation of the Fair Wage Policy (non-compliance applies to both contractor and sub-contractor).
- D. Contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.
- E. Sub-contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.

PROCUREMENT CALL DOCUMENT – Includes a Tender, Request for Quotations and a Request for Proposals as issued by the Purchasing and Materials Management Division, and as defined in Chapter 195 of the Toronto Municipal Code.

SHOP WORK – Any work in performance of the contract that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the work, and not operated solely for the purpose of the work.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

SUB-CONTRACTOR – Any person or business entity not contracting with or employed directly by the City but who supplies services or materials to the improvement under an agreement with the contractor or under the contract with another sub-contractor.

WAGES or RATE OF WAGES – Includes the hourly rate, vacation and holiday pay and any applicable amount for fringe benefits shown in the current Fair Wage Schedule, to be paid to the worker as part of the worker's wages or for the worker's benefit provided for in any collective agreement applicable to that worker.

WORKERS – Includes mechanics, workers, labourers, owners and drivers of a truck or other vehicle employed in the execution of the contract by the contractor or by any sub-contractor under them and clerical staff.

A2. City of Toronto Council references

- A. City of Toronto Council, by the adoption of Corporate Services Committee Report 13, Clause 1, as amended, at its meeting of October 1 and 2, 1998, directed that the Fair Wage Policy of the former Municipality of Metropolitan Toronto be adopted for all City departments, agencies, boards and commissions and replace all existing fair wage policies of the former local municipalities.
- B. City of Toronto Council, by the adoption of Administration Committee Report 7, Clause 1, as amended, at its meeting of June 18, 19 and 20, 2002, directed that certain changes be made to the Fair Wage Policy and Procedures.
- C. City of Toronto Council, by the adoption of Administration Committee Report 5, Clause 2, at its meeting of June 24, 25 and 26, 2003, directed that certain further changes be made to the Fair Wage Policy and Procedures, and to the Fair Wage Rate Schedule.
- D. City of Toronto Council, by the adoption of Government Management Committee Item 8.9, at its meeting of October 22 and 23, 2007, directed that certain changes be made to the Fair Wage Policy.

A3. Purpose and history of Fair Wage Policy

- A. The Fair Wage Policy has as a central principle the prohibition of the City doing business with contractors, sub-contractors and suppliers who discriminate against their workers.
- B. Originally implemented in 1893 to ensure that contractors for the City paid their workers the union rates or, for non-union workers, the prevailing wages and benefits in their field, the Fair Wage Policy has expanded over the years to other non-construction classifications such as clerical workers.
- C. The policy also requires compliance with acceptable number of working hours and conditions of work in order to protect the rights of workers.

A4. Intent of Fair Wage Policy

The intent of the Fair Wage Policy can be summarized as follows:

- A. To produce stable labour relations with minimal disruption;
- B. To compromise between the wage differentials of organized and unorganized labour;
- C. To create a level playing field in competitions for City work;
- D. To protect the public; and
- E. To enhance the reputation of the City for ethical and fair business dealings.

A5. Application

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

- A. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the City of Toronto. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than called for in the Fair Wage Policy.
- B. The fair wage rates do not apply to small businesses, typically those with owner-operators, or partnerships, or principals of companies as long as they undertake the work themselves.
- C. It should be noted that under the above City of Toronto Council reference authorities, the conditions of the Fair Wage Policy cannot be waived, unless authorized by Council to do so.

A6. Establishment of rates

- A. Establishing fair wage rates and schedules are intended to minimize potential conflicts between organized and unorganized labour in the tendering and awarding of City contracts.
- B. Certain designated construction-related rates are based on the lowest rate established by collective bargaining, while the wage rates for other classifications are based on market and industrial surveys in accordance with the prevailing wages for non-union workers in the geographic area.
- C. The City encourages contractors to hire and train apprentices under approved apprenticeship programs. Apprentices/trainees will be assessed based on Provincial Qualification Apprenticeship Certification Criteria.
- D. Fair wage rates, including rates for apprentices, are established through discussion between the Fair Wage Office and with employee and employer groups and associations (having both union and non-union members). This discussion will also include appropriate apprenticeship programs for construction-related trades.
- E. The proper wage rates to be paid to apprentices/trainees are those specified by a particular industry program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices and trainees have not been properly registered, or are utilized at the jobsite in excess of the ratio of journeymen permitted under the approved program, they must be paid the applicable schedule of wage rate. The Manager, Fair Wage Office may assess established employee work history as to determine the appropriate apprentice/trainee level.
- F. These rates are reviewed by the above-noted groups and are recommended to Council, by the Manager, Fair Wage Office for approval every three years.

A7. Contractor and sub-contractor responsibilities

- A. Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any sub-contractor on City work.
- B. The contractor or sub-contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates, namely:
 - (1) For workers employed in shop work:
 - (a) The union rate of wages in the particular district or locality in which the work is undertaken for any class or work in respect of which there is such union rate; and
 - (b) For any class of work for which there is no such union rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office prevailing in the particular district or locality in which the work is undertaken.
 - (2) For workers employed in field work:
 - (a) Where the contractor or sub-contractor is in contractual relationship with a union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

- (b) Where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates files by the Manager, Fair Wage Office, with the City Clerk of the Corporation after being first approved by Toronto Council; and
 - (c) For any class of work for which there is no rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office, prevailing in the particular district or locality in which the work is undertaken.
- C. The contractor and sub-contractor shall:
- (1) At all times keep a list of the names and classifications of all workers employed in the work, the hourly rate and hours worked per day and a record of the amounts paid to each.
 - (2) From time to time, if demanded by the Manager, Fair Wage Office, furnish a certified copy of all paysheets, lists, records and books relating to the work and keep the originals thereof open at all times for examination by the Manager.
 - (3) At all times furnish and disclose to the said Manager any other information respecting wages of workers that may be desired by the Manger in connection with the work.
 - (4) Attach to all accounts rendered for payment of money upon the contract, a declaration affirming that the requirements of the Fair Wage Policy have been fully complied with.
 - (5) Display legible copies of this Fair Wage Policy in a prominent position in his or her workshop(s), accessible to all employees.
- E. The contractor or sub-contractor shall not compel or permit any worker engaged for the work to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of work involved except in case of emergency, and then only with the written permission of the Commissioner or head of the department/division having charge of the work or the person then acting as such.

A8. Responsibilities of Manager, Fair Wage Office

- A. To fulfil the duties of the Manager, as set out in Chapter 67 of the Toronto Municipal Code, 67-A3
- B. In every procurement call to which the Fair Wage Policy applies, the Manager, Fair Wage Office, will determine the applicable Fair Wage Schedules for the work requested in the procurement call, or whether unionized workers need to be utilized for the work requested in the procurement call as per Chapter 67 Schedule B Labour Trades Contractual Obligations in the Construction Industry.
- C. Once the applicable Fair Wage Schedule is determined for a specific procurement call, the Manager, Fair Wage Office will provide a copy of the Fair Wage Schedule to Purchasing and Materials Management Division to insert into the procurement document, before the procurement documentation is issued.
- D. In case of a jurisdictional dispute or dispute as to rate of wages to be paid under the contract or as to the amount to be paid to any worker or apprentice, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.
- E. After the procurement call closes, the Manager, Fair Wage Office, at the request of Purchasing and Materials Management Division, will send a fair wage declaration form to the three lowest bidders, to determine if the bidder will comply with the fair wage policy and fair wage schedule.

A9. Penalty Provisions

- A. If the contractor or sub-contractor fails to pay any worker wages at the rate called for in Chapter 67-A7, the City may:
 - (1) Charge an administrative fee not in excess of 15 per cent of the balance necessary to make up the amount that should have been paid from the contractor's progress draw or holdback; and

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

- (2) Pay the worker(s) directly for any back-wages owing directly from the contractor's progress draw or holdback.
- B. If a tenderer or bidder is found not to comply with the Fair Wage Policy, the Manager may recommend the next lowest bidder for contract aware to Purchasing & Materials Management Division in the following circumstances:
- (1) On the declaration form discussed in Chapter 67-A8E, a contractor or sub-contractor does not meet the Fair Wage Schedules.
 - (2) An investigation is underway and the firm does not co-operate in providing timely information within 5 business days after being requested by the Manager, Fair Wage Office in fulfilling his or her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry and, operationally, the provision of goods and/or services cannot be delayed.
 - (3) A contractor or sub-contractor is in violation of the Fair Wage Policy and has not paid restitution to its workers.
 - (4) A contractor or sub-contractor is unable to comply with the City of Toronto Labour Trades Contractual Obligations in the Construction Industry.

A10. Disqualification Provisions

- A. When a contractor or any sub-contractor is found to be in non-compliance with the provisions of the Fair Wage Policy in two separate instances over a period of three years inclusive, the Manager, Fair Wage Office must report and may recommend to the Government Management Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for a period of two years, inclusive.
- B. The disqualification period will start from the day of the decision of Council.
- C. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next year. If another non-compliance violation occurs, the Manager, Fair Wage Office must report and may recommend to the Government Management committee that the said contractor or sub-contractor; be disqualified from conducting business with the City for an indefinite period of time.
- D. All non-compliance activities (including firm names) and disqualification statistics will be reported to Council annually. Disqualified firms will be published on the City's website.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

Labour Trades Contractual Obligations in the Construction Industry*

B1. Legislative Applicability of Labour Trades Obligations.

The mandatory Labour Trades provisions for municipalities bound by province-wide collective agreements are separate from Fair Wage Policy established, monitored and enforced by the City. Central to any understanding of municipal obligations to Labour Trades, is that the City has no discretion in setting wage rates or in using union labour for certain trades performing Work for the City. This is by virtue of the Province-wide collective agreements applicable to trades in the Industrial, Commercial and Institutional (ICI) and Residential sectors and other negotiated collective agreements in other sectors of the construction industry.

The Province-wide collective agreements are binding on all employers in the sector. The former City of Toronto was first considered an “employer” when the relevant unions obtained bargaining rights beginning in 1978. As a result, subject to the jurisdiction of the collective agreements, union workers must be used for contracted-out Work. The use of union sub-contractors for municipal building projects is also required in most cases.

B2. Current Labour Trades Contractual Obligations in the Construction Industry.

- A. The City of Toronto is bound by the current province-wide collective agreements with respect to the Industrial, Commercial and Institutional sectors of the construction industry between:
- (1) The Carpenters’ Employer Bargaining Agency and the Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (2) The Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council of the United Association of Journey-men and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada.
 - (3) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario.
 - (4) The International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and The Masonry Industry Employers Council of Ontario.
 - (5) The International Association of Heat and Frost Insulators and Asbestos Workers and The Master Insulators’ Association of Ontario Inc.
 - (6) The International Brotherhood of Painters and Allied Trades and The Ontario Painting Contractors Association.
 - (7) The Ontario Glazier Agreement between The Architectural Glass and Metal Contractors Association and The International Brotherhood of Painters and Allied Trades; and
 - (8) The Environmental Sheet Metal Association Toronto and the Sheet Metal Workers’ International Association and the Ontario Sheet Metal Workers’ Conference.
 - (9) The Ontario Erectors Association Incorporated, and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario

Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)

- B. Exhibition Place is bound;
- (1) By collective agreements in all sectors of the construction industry between:
 - (a) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (b) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
 - (c) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario; and
 - (2) By Letters of Understanding between the Board and, respectively, Local 506 of the Labourers International Union of North America and The International Brotherhood of Painters and Allied Trades.
- C. Any non-maintenance part(s) of the Work that is the work of Union members for whom the said Council, Brotherhood, Association or Local is the collective representative under the provisions of any one of the said collective agreements or the said Letters shall in each case be performed only by an employer owing contractual obligations to such representative, unless such obligations do not prohibit performance of such part(s) of the Work by others.

B3. Guidelines for Prospective Bidders.

This summary is an overview of the current status of trades' certifications and the relevant construction sectors for which firms and workers with the appropriate union affiliations must be used when performing the following Work for the City of Toronto and Exhibition Place.

Type of Work	City of Toronto * I.C.I.	Exhibition Place
Asbestos/ Insulation	X	
Bricklaying/ Masonry	X	
Carpentry	X	X
Electrical	X	X
Glazing	X	
Iron Workers	X	
Labourers		X
Mechanical	X	X
Painting	X	X
Sheet Metal	X	

** (Industrial, Commercial, Institutional sector)*

B4. Decisions, Fair Wage Policy.

The Fair Wage Office will make final decisions with respect to:

- Work jurisdictions, in consultation with the industry
- type of Work involved
- whether or not union firms/workers must be used
- if Labour Trades Contractual Obligations apply

* Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)

GUIDE TO PROSPECTIVE BIDDERS APPLICATION OF THE FAIR WAGE SCHEDULES

In accordance with the City of Toronto Fair Wage Policy, Contractors and Sub-contractors are responsible to pay workers employed in “field work”, a rate of wages not less than that set out for such work in the applicable Schedule of Wage Rates for this contract is as follows:

APPLICABLE FAIR WAGE SCHEDULE SUBJECT TO LABOUR TRADE CONTRACTUAL OBLIGATIONS IN THE CONSTRUCTION INDUSTRY

“INDUSTRIAL/COMMERCIAL/INSTITUTIONAL WORK (I.C.I.)”

This schedule is applicable to the construction industry as determined by work characteristics that include industrial, commercial, institutional work.
Refer to the Labour Trade Contractual Obligations document for legislated labour requirements with respect to certified trades.

To obtain a copy of the I.C.I. Schedule, call the Fair Wage Office at the telephone number listed below or accesses the following web site:

http://www.toronto.ca/fairwage/pdf/03_04_schedule_ici.pdf

In case of a jurisdictional dispute or dispute as to the rate of wages to be paid under the contract or to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.

In the event that other Fair Wage Schedules may overlap the work covered by this contract, please contact the Fair Wage Office at (416) 392-7300 to seek clarification.

PURPOSE

1.0

To protect the interests of the taxpayers of the City of Toronto by reserving the right to the City to reject an offer to supply goods and/or services through the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

To make it clear to persons responding to a call or request from the City that the Treasurer may choose to exercise any legal or equitable right of setoff against any person who becomes indebted to the City during the provision of their services and may re-direct payments to otherwise due to such person towards repayment of outstanding amounts owed to the City.

**Note: 1. Adopted by Council at its meeting held on July 20, 21, 22, 2004, Report No. 5, Clause 8, Administration Committee.
2. Revised by City Council at its meeting of June 14, 15 & 16, 2005, Report No. 5, Clause 3.**

POLICY

2.0 Application

This policy shall apply to all calls and proposals issued by the City of Toronto's Purchasing and Materials Management Division (PMMD).

3.0 Definitions

"bid" means a formal price response to a call issued by the City;

"bidder" means any person submitting a competitive bid in response to a call by the City;

"call" means a solicitation from the City to external suppliers or providers to submit a tender or a quotation;

"controlling interest" means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding;

"debtors watch list" means a list of persons and or companies who are indebted to the City;

"indebted" includes *but is not limited to* unpaid taxes, outstanding claims, judgements or executions, arrears of rent and any interest and penalty thereon owing by a person to the City;

"parent" means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

"person" shall include any individual, sole proprietorship, partnership, corporation or other entity with the legal capacity to contract;

"procurement processes" includes any call or request issued by PMMD pursuant to Chapter 195, Purchasing, of the City of Toronto Municipal Code;

"related person" means a parent or the spouse or any child of the person or any person or entity having an indirect pecuniary interest as set out in section 4.0;

"request" means a solicitation from the City to external suppliers or providers to submit a proposal;

"senior officer" means the chair or any vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office;

"spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.

4.0 Indirect pecuniary interest

A person has an indirect pecuniary interest in any matter in which another person is concerned, if:

- (a) the person or his or her nominee,
 - (i) is a shareholder in, or a director or senior officer of the other person, being a corporation that does not offer its securities to the public;
 - (ii) has a controlling interest in or is a director or senior officer of the other person, being a corporation that offers its securities to the public, or
 - (iii) is a member of the other person; or
- (b) the person is a partner of the other person or is in the employment of the other person.

5.0 Right to Reject

It shall be the policy of the City of Toronto that in any procurement of goods and services by the City, the City reserves the right to reject an offer to supply goods and/or services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected. For the purpose of this section 5.0, "person making the offer" includes the person actually making the offer, whether as agent or principal, a person on whose behalf the offer is made and any related person.

5.1 Process

All calls or proposals issued by PMMD on behalf of City Divisions shall include a copy of this policy.

5.2 Declaration

PMMD shall be entitled to rely on the contents of the Debtors Watch List in making a determination of disqualification.

6.0 Determination of Disqualification

The City Manager or designate shall have, in consultation with the Treasurer, the City Solicitor and the Division Head on whose behalf PMMD has issued a procurement process, the sole discretion to reject a bid on the basis of this policy in the best interests of the City. The Guidelines in Appendix 'A', attached, will be used by the City Manager in exercising her discretion under the policy.

NOTE: On July 23, 2007 the City Manager delegated to the Treasurer, the authority to make the determination for rejection as described herein above in Section 6.0 and in Appendix A of this policy

6.1 Notification of Rejection

Once a decision to reject a bid has been made by the City under sections 5.0 and 6.0 hereof, PMMD shall forthwith notify the affected person of the decision by way of a notice in writing delivered to the address provided by the person in the particular procurement process from which that the bid has been rejected, provided, however, that any such rejection is not conditional upon the delivery or receipt of such notice in writing.

7.0 Set-Off

The Treasurer, in consultation with the City Solicitor, may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their services and may re-direct payments otherwise due to such person towards repayment of outstanding amounts owed to the City.

8.0

Where a disqualified person is otherwise the lowest bidder whose bid meets the specifications and requirements set out in the call or request, such bid will be referred to a standing committee of council in accordance with the provisions of Schedule 195, Purchasing, of the Municipal Code.

ATTACHMENTS

APPENDIX A – GUIDELINES IN RESPECT OF THE CITY'S RIGHT TO REJECT DEBTORS AND SET OFF POLICY

CONTACT

Should you have any questions please contact the Purchasing and Materials Management Division. In the event that further interpretation is required, please contact the Manager, Corporate Purchasing Policy & Quality Assurance at 392-0387 or Supervisor, Policy, Training & Technology at 392-1305

Appendix A

Guidelines in Respect of the City's Right to Reject Debtors and Set Off Policy (The "Policy")

The following are guidelines for the City Manager to consider when, in consultation with the City Solicitor, the Treasurer and the Division Head, to determines whether to exercise her discretion to reject a debtor under the Policy. The City Manager may consider any individual guideline or any combination of guidelines to determine the application of the Policy.

(1) Size of the indebtedness

The policy should only be applied in situations where the amount of the indebtedness is significant in relationship to the contract under consideration.

The suggested size of the indebtedness that would trigger possible application of the policy is 10% of the amount bid.

(2) Age of the indebtedness

The policy should be applied in situations where the age of the indebtedness is significant.

The suggested age of the indebtedness that would trigger possible application of the policy is 90 days overdue or more.

The policy may also be applied where the debtor has a chronic pattern of late payment.

(3) The nature of the indebtedness

Where the nature of the indebtedness is a legal claim or a claim to rectify previous deficiencies, the policy should be applied in those circumstances where the claim is significant in size (see 1.)

If the contractor in question has a track record of settling cross claims in a manner acceptable to staff, it would be inappropriate to use the policy.

It may be quite appropriate to exercise the policy with a debtor that has a chronically poor record with the City with respect to payment of accounts or where the debtor has a chronic history of claims.

(4) Other Avenues Available to Correct the Indebtedness

The denial of City business is one of many avenues that the City has to encourage the payment of outstanding accounts. In a situation where the City has other strong collection tools available such as the disconnection of water or

the tax sale of a property, it may be in the best interests of the City to award a contract if the bid is attractive enough and the risk of not collecting on outstanding accounts is low.

(5) The Spread between the Debtors Low Bid and the Next Lowest Bid

In circumstances where the response submitted by the debtor is so attractive as compared to the next ranked response that the benefit of the award significantly outweighs the debt to the City, it may not be appropriate to decline the award. Care must be taken, however, in situations where the indebtedness is in the form of past claims for poor workmanship. In these situations, a low bid may indicate that the pattern of poor workmanship and resulting claims may continue.

Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts

DATE: JUNE 27,, 2007

PAGE : 1 of 2

PURPOSE

To ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

POLICY

A standard clause is to be inserted in all competitive procurement calls and requests issued by the City and its special purpose bodies, in order to advise companies, firms and individuals and ensure compliance with this policy. Accordingly, all respondents competing for a City of Toronto contract will be asked to identify, by name, any former City management employees now under their employ if: the employee left the present City of Toronto and its special purpose bodies with a separation package or retirement incentive; and, if the project contract is within two years of the date of termination of the former City employee.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and (2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

PROCEDURES

(1) The above policy will be included in all applicable competitive procurement calls/requests issued by the Purchasing and Materials Management Division.

(2) In addition, all applicable competitive procurement calls/requests issued by the Purchasing and Materials Management Division will include the following statement:

"Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years. Specify: _____

(3) This policy will be considered in the evaluation of all submissions received by the City of Toronto.

CONTACT

Should you have any questions, please contact the Purchasing and Materials Management Division. In the event that further interpretation is required, please contact the Manager, Corporate Purchasing Policy & Quality Assurance at 416-392-0387 or Supervisor, Policy, Training & Technology at 416-392-1305.

Declaration of a Non-Discrimination Policy

The City of Toronto requires all firms or organizations who supply goods and services to the City and its Agencies, Boards, Commissions and Special Purpose Bodies, to adopt and to post the following Non-Discrimination Policy.

This Non-Discrimination Policy Declaration Form must be completed and submitted once the policy has been formally adopted.

On behalf of and with the authority of the firm/organization named below, I hereby declare that this organization/firm upholds policies which prohibit discrimination and which protect the right to be free of hate activity based on race, ancestry, place of origin, colour, ethnic origin, disability, citizenship, creed, sex, sexual orientation, gender identity, age, marital status, family status, receipt of public assistance, political affiliation, religious affiliation, record of offences, level of literacy or any other personal characteristics by or within the organization.

Please type or print where applicable

Legal Firm Name	Common or Business Name (if different)
Address of Principal Place of Business;	Mailing Address (if different)
Tel. No. Fax No.	Tel. No. Fax No.
Name of Chief Executive Officer/President	Name of Employment Equity Official:
Position Title:	Position Title:
Signature of Authorized Official:	Date:

Check if Firm is more than 50% owned by* (check all that apply):

- Aboriginal Peoples/First Nations Of Canada People with Disabilities Racial Minorities Women Not Applicable

* Please see Reverse for explanation of definitions

The information requested on this form is, collected pursuant to Clause 6 of Corporate Services Committee Report 11, adopted by Council on July 29,30 and 31, 1998 and Clause 2 of Corporate Services Committee Report 19 adopted by Council on December 16 and 17,1998. Its purpose is to verify that your firm has adopted the Non-Discrimination Policy and to compile statistics for the purpose of monitoring the equal opportunity designated group status of the ownership of firms. If you have any questions about this declaration, please contact the Manager, Diversity Management and Community Engagement at 416-392-6824.

Text Telephone (TTY) 416-338-0889

Please return to the address shown above
(Private Sector Firms)

Date

Company/Organization Name

Supplier Number

Definitions:

**Aboriginal/
First Nations
of Canada:**

A person is an Aboriginal person if he or she is a member of the Indian, Inuit or Metis peoples of Canada.

Disability:

A person is a "person with a disability" if the person has a persistent physical, mental psychiatric, sensory or learning impairment and,

- (i) the person considers himself or herself to be disadvantaged in employment by reason of that impairment, or -
- (ii) the person believes that an employer or potential employer is likely to consider the person to be disadvantaged in employment by reason of that impairment.

Race:

A person is a member of a racial minority if the person is, because of his or her race or colour, in a visible minority in Canada. The fact that a person is an Aboriginal person does not make him or her a member of a racial minority

TORONTO LICENSING REQUIREMENTS

Attached is a listing of services and trades which require licensing.

Any firm (prime contractor, sub-contractor) performing or subcontracting any or all of the services listed must be licensed and in good standing.

For further detailed information on Licenses please contact the call centre at 416-392-6700.

TRADES / SERVICES REQUIRING TORONTO LICENSES

BUILDING RENOVATORS:

- Bricklaying / Masonry
- Carpentry
- Flat Roofing
- Plastering
- Tile Setting
- Drywall / Taping
- Tuck Pointing
- Shingling
- Waterproofing
- Concrete Work
- Eavestroughing
- Manufacture & Installation of Cabinets and Vanities
- Installation of Aluminum Products
- Underpinning

OTHER TRADES:

- Insulation Installer
- Building Cleaner - Exterior
- Sign Painter
- Chimney Repairperson
- Heating Contractor
- Plumbing and Heating Contractor
- Plumbing Contractor
- Drain Contractor

MISCELLANEOUS:

- Auctioneer

Revised August 7, 2009

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

Tender No.: _____ **Bidder's Name:** _____

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services which are environmentally preferred. Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using division(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An Environmentally Preferred Product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired or upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/proposal satisfactory to the City of Toronto within five(5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, contact the Purchasing and Materials Management Division at (416) 392-7303 or (416) 392-0387.

State if environmentally preferred products/service is being offered: YES _____ NO _____

State briefly the environmental benefit of the product/service offered:
