Hamilton

CITY OF HAMILTON

REQUEST FOR TENDERS

Contract Number: C13-25-26

General Contractor for Hamilton Stadium Artificial Turf Replacement Project

Closes: 3:00 PM, Hamilton time
Thursday November 5, 2026

***** ELECTRONIC BID SUBMISSIONS ONLY *****

Procurement Division
Corporate Services Department

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COMMUNICATIONS

Revised: March 21, 2023

Contract Number: C13-25-26

General Contractor for Hamilton Stadium Artificial Turf Replacement Project

All questions related to this Request for Tenders (RFT) or for clarification on completing the Form of Tender shall be submitted through the Bidding System by clicking on the "Submit a Question" button for the specified Request for Tenders document and shall be directed to:

Vicki Lafford-Field
Procurement Specialist

All questions related to this Request for Tenders (RFT) or any clarification with respect to this RFT must be made no later than **3 Business Days prior** to the closing date of this RFT in order that City staff may have sufficient time to respond. The City reserves the right to extend the deadline for questions if required regarding this RFT.

Written answers or clarifications to issues of substance shall be shared with all bidders and issued as part of the RFT in the form of an Addendum. **All bidders are advised that any Addenda issued will only be posted on the following website:**

https://hamilton.bidsandtenders.ca

It is the sole responsibility of each bidder to check the website for any and all Addenda that have been issued for this Request for Tenders.

City of Hamilton
Corporate Services Department
Procurement Division
Email: procurement@hamilton.ca

Vicki Lafford-Field
Procurement Specialist
Telephone: (905) 546-2424, extension 8844
Email: vicki.laffordfield@hamilton.ca

REQUEST FOR TENDERS NOTICE

Contract Number: C13-25-26

General Contractor for Hamilton Stadium Artificial Turf Replacement Project

Closes: 3:00 PM, Hamilton time
Thursday November 5, 2026

Only electronic bid submissions shall be accepted and received through the Bidding System by the closing date and time stated above.

There is no public opening for this Request for Tenders.

Bidders eligible to submit Bids for this Request for Tenders have been previously selected through the process of a Request for Prequalifications, issued under Contract C14-01-24 which closed on March 13, 2024.

The following bidders have been prequalified for this project: (shown alphabetically).

1. 1014542 Ontario Limited o/a TRP Construction General Contractors
2. 1267772 Ontario Inc. o/a DeFaveri Group Contracting Inc.
3. 1320376 Ontario Ltd. o/a GEN-PRO
4. 1568796 Ontario Inc. o/a Renokrew
5. 818185 Ontario Inc. o/a Robertson Restoration
6. Adeli Construction Management Inc.
7. Area Construction Inc.
8. Bestco Construction (2005) Ltd.
9. Caird Hall
10. Civil Underground & Excavation Company Ltd.
11. Collaborative Structures Limited
12. Con-Pro Industries Canada Ltd.
13. Frontier Group of Companies Inc.
14. Harbridge + Cross Limited
15. Icon Builders Inc.
16. Ira McDonald Construction Ltd.

17. Manorcore Group Inc.
18. Schilthuis Construction Inc.
19. STF Construction Ltd.
20. STM Construction Ltd.
21. Triple Crown Enterprises Ltd.

1.0 SCOPE OF WORK

The City of Hamilton is seeking a prequalified general contractor to supply and install a new synthetic turf system at Hamilton Stadium located at 64 Melrose Avenue North, Hamilton, Ontario, and complete associated field reconfiguration work to accommodate the updated Canadian Football League (CFL) field layout shown in the Contract Documents.

The Work includes:

1. Removal and off-site disposal of the existing artificial turf and infill.

2. Protection and reuse of the existing shock-attenuation pad, with replacement of deficient areas as specified.

3. Localized granular base repairs, grading and compaction, and repair or replacement of deficient perimeter nailer boards.

4. Supply and installation of a new artificial turf and infill system, including testing and certification to FIFA Quality Pro and World Rugby Regulation 22 requirements.

5. Relocation and reinstallation of the existing football uprights, including new reinforced concrete footings, ground sleeves and access frames, and associated removals as detailed in the Contract Documents.

6. Survey layout and as-built verification and testing.

Field markings shown on the drawings are for reference only. All field markings will be painted separately by the City following turf installation and are excluded from this Contract. The new turf shall not include inlaid, shaved or glued field lines.

2.0 CONTRACT REQUIREMENTS

Bidders are advised of the following contract requirements for this Request for Tenders:

2.1 Bid Security

Bid security: **$100,000.00**

The City will only accept a digital bid bond in an electronically verifiable and enforceable (e-Bond) format.

2.2 Performance and/or Labour and Material Payment Security

Successful Bidder to provide:

Performance security (bond only accepted): **50%** of the Base Bid Price.

Successful Bidder to provide:

Labour and Material Payment security (bond only accepted): **50%** of the Base Bid Price.

3.0 SITE MEETINGS

3.1 Optional Site Meeting

There is an optional site meeting scheduled.

Location: **Gate 3 - Premium Entrance - 64 Melrose Ave N, Hamilton, ON L8L 8C1 (see location map attached)**
Date: **Wednesday, October 21, 2026**
Time: **10:00 AM, Hamilton time**

4.0 TO OBTAIN DOCUMENTS

4.1 Free Preview of Request for Tenders Documents

A complete set of Request for Tenders documents may be viewed for free on the City of Hamilton's bid opportunities website **hamilton.bidsandtenders.ca.**

4.2 Purchase of Request for Tenders Documents

The Request for Tenders documents are available for online purchase only.

Online: **hamilton.bidsandtenders.ca**

Fee: $65.99 non-refundable, tax included + applicable bids&tenders™ fees

4.3 Accommodations for Bidders with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a bidder requires this Request for Tenders in a different format to accommodate a disability, the bidder must contact the Tender Coordinator as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting bidder and all Addenda will be issued in such different format only to the requesting bidder.

5.0 TRADE AGREEMENTS

This Request for Tenders is subject to the Comprehensive Economic and Trade Agreement (CETA).

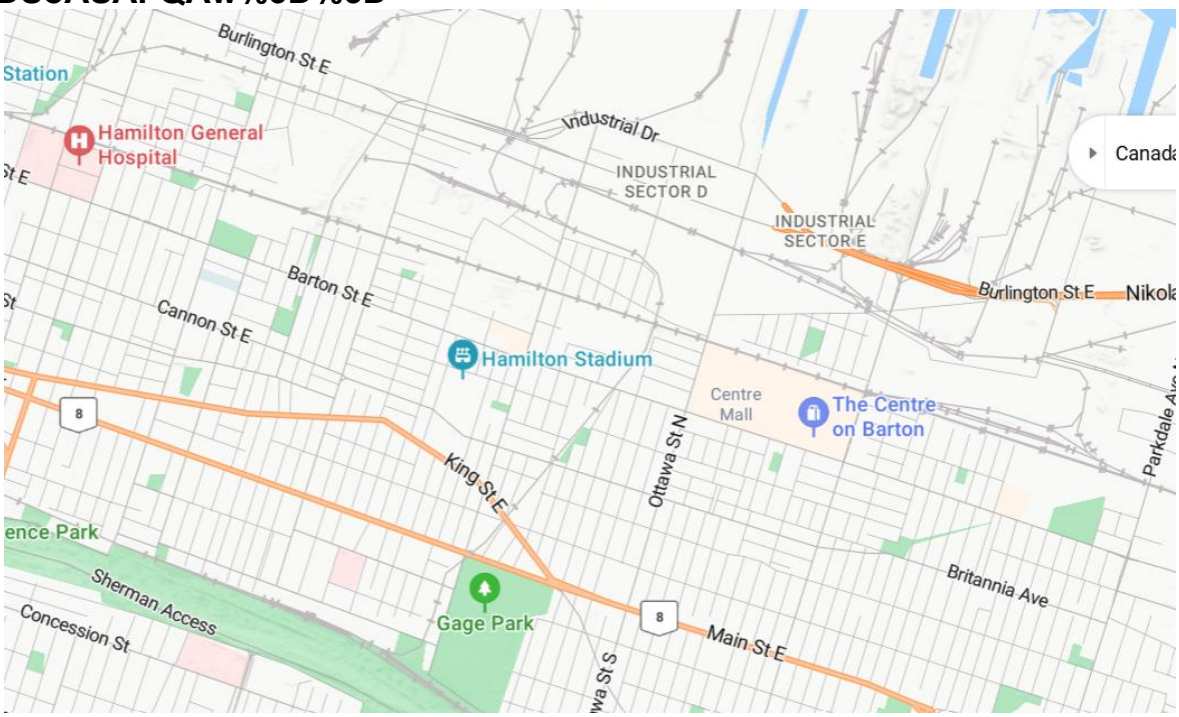
Procurement Manager
City of Hamilton

MAP LOCATION OF Gate 3 - Premium Entrance.
64 MELROSE AVE N, HAMILTON, ON L8L 8C1

DISCLAIMER:
The following URL address and map have been provided for illustration purposes only and every effort has been made to ensure accuracy. The City of Hamilton cannot accept any responsibility for errors, omissions, or positional inaccuracy for this information.

Bidders must copy and paste the following URL address into a new web browser:

https://www.google.ca/maps/place/64+Melrose+Ave+N,+Hamilton,+ON+L8L+0C3/@43.2524552,-79.8334747,636m/data=!3m2!1e3!4b1!4m6!3m5!1s0x882c9bfd487c1ec7:0xca2205bbb94c9e3d!8m2!3d43.2524552!4d-79.8308998!16s%2Fg%2F11ckqrr9tx?entry=ttu&g_ep=EgoyMDI2MDkxMy4wIKXMDSoASAFQAw%3D%3D



NOTICE

Note to Bidders: Bidders [Proponents] are advised that the City's Fair Wage Policy and Fair Wage Schedule has been updated and approved by Council as of May 7, 2026. Where the awarded amount of the Contract is at or more than $500,000, the Successful Bidder [Proponent] will be required to adhere to the Fair Wage Policy in effect as of the closing date for this Request for Tenders [Proposals].

The Fair Wage Policy and Fair Wage Schedule are available on the City's website: Fair Wage Policy & Fair Wage Schedule | City of Hamilton.

CITY OF HAMILTON

REQUEST FOR TENDERS

INSTRUCTIONS TO BIDDERS

Revised: June 5, 2026

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INSTRUCTIONS TO BIDDERS

Notice to prospective bidders: The Instructions set out herein define your obligations and limit your rights. Read carefully.

1 Interpretation

In these Instructions to Bidders,

1.1 the provisions shall be read with changes of gender, number or corporate status as the context may require;

1.2 a reference to any Act, by-law, rule, procedure or regulation shall be deemed to include a reference to any substitution or amendment thereof;

1.3 the headings to each section are inserted for convenience of reference only and do not form part of the Request for Tenders;

1.4 any reference to an officer of the City shall be construed to mean the person holding that office from time to time, the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.

1.5 unless expressly stated to the contrary, the number of days shall be calculated by,

1.5.1 counting all days including Saturdays, Sundays and public holidays, provided, however, that if the final day of any period shall fall on a Saturday, Sunday or public holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or public holiday;

1.5.2 where “month” is referred to, it shall be a calendar month.

2 Definitions

Capitalized words and phrases used in these Instructions to Bidders, Supplementary Instructions to Bidders, and the Form of Tender shall have the following meanings, unless expressly stated otherwise.

“Addendum” means a written change issued to the Request for Tenders.

“Alternative” means anything for which bidders provide a price in a manner that gives the City options in determining the actual Work of the Contract and may include such items as an optional product, system, installation, method, design and requirement. The City shall not be obliged to purchase an Alternative when

accepting a Bid, but may, at its discretion elect to purchase all, some or none of the Alternatives offered.

“Alternative Price” means the amount stipulated by the bidder for an Alternative, which can be stated as an addition, a deduction, or no change to the Base Bid Price. The Successful Bidder shall be obliged to adhere to the Alternative Price quoted in its Bid.

“Base Bid Price” means the amount stated in the Form of Tender by the bidder, for the Work without considering any Alternative or Alternative Price and includes all Provisional Items and Provisional Prices (if any).

“Bid” means a submission made by a bidder in response to the Request for Tenders.

“Bid Security” means the security submitted by a bidder with its Bid which provides financial protection to the City should the Successful Bidder not enter into the Contract or commence the Work following the issuance of a purchase order, and/or not provide the specified security required under the Contract.

“Bidding System” means the electronic system used by the City for the advertisement of public bid opportunities at the following website: https://hamilton.bidsandtenders.ca, and which is required to be used for all dissemination of information by or on behalf of the City and submissions from bidders for this Request for Tenders.

“Business Day” means a day which is not a Saturday, Sunday, public holiday or day when the administrative offices of the City are closed.

“Canadian-Made Goods” means Goods that meets any one of the following criteria:

i. Is wholly manufactured or originating in Canada,
ii. At least 51% of the total direct costs of producing or manufacturing the Goods have been incurred in Canada, or
iii. Is labelled as “Made in Canada” or “Product of Canada”.

“Canadian Business” is a bidder (including a supplier, manufacturer, or distributor) of any business that provides Goods and/or Services on a permanent basis in Canada. The bidder:

(a) has Permanent Offices or production facilities in any province or territory within Canada; or

(b) has at least 70% of its workforce employed in Canada as of the bid closing date or contract award date, whichever comes first.

“Canadian Services” means Services wholly provided by individuals (natural persons) located in Canada.

“City” means the City of Hamilton, and where an authority or discretion is conferred upon the City under the Request for Tenders, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time.

“Contract” means the agreement by formal contract executed by both the City and the Successful Bidder, or by purchase order issued by the City, to perform the Work, including the supply and delivery of all labour, Goods, Services, equipment and incidentals necessary for the proper and satisfactory execution of the Work, and the fulfillment of all other contractual obligations and undertakings, all in accordance with the Request for Tenders, and any written supplementary agreements which form part of the Contract.

“Domestic Supply Chain Plan” means both the Domestic Supply Chain Plan – Part One and Domestic Supply Chain Plan – Part Two.

“Domestic Supply Chain Plan – Part One” means the first part submitted by the bidder in the Form of Tender in the Bidding System and outlines the major Goods and/or Services, where they are sourced, and the value of the major Goods and/or Services.

“Domestic Supply Chain Plan – Part Two” means the second part submitted by the bidder in the Bidding System which totals the values of the major Goods and/or Services in the Domestic Supply Chain Plan – Part One.

“Electronic Bidding” means a method of issuing this Request for Tenders and/or receiving Bids where the process of using and/or receiving Bids by internet is considered appropriate, and in particular includes the Bidding System operated by bids&tenders™ system operated by eSolutions Group, 455 Philip Street, Waterloo, Ontario N2L 3X2.

“Form of Tender” means the City’s forms entitled Form of Tender and Schedule of Prices and any other documents that are supplied as part of the Request for Tenders and which are to be completed and confirmed by the bidder and submitted back to the City in their entirety through the Bidding System.

“Goods” means any product of any description required to be installed, supplied or consumed in order to complete the Work.

“Lump Sum Price” means an all inclusive one price that applies to a single item, or specific Services as set out on the Form of Tender.

“Non-U.S. Business” is a bidder (including a supplier, manufacturer or distributor) of any business that does not meet the criteria of a U.S. Business or a Canadian Business.

“Ontario-Made Goods” means Goods that meet any one of the following criteria:

i. it is wholly manufactured or originating in Ontario; or
ii. at least 51% of the total direct costs of producing or manufacturing the Goods has been incurred in Ontario.

“Ontario Services” means Services wholly provided by individuals (natural persons) located in Ontario.

“Permanent Office” is a fixed, physical place of business where business activities are conducted. Post office boxes, rental mailboxes, virtual offices, and home offices occupied by an employee will not be considered a fixed place of business.

“Procurement Manager” means the City’s Procurement Manager or his or her delegate or designate.

“Procurement Policy” includes those City procurement policies found at: https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/procurement-policy-by-law

“Procurement Division Office” means 28 James Street North, 4th Floor, Hamilton, Ontario L8R 1A1.

“Project Manager” means the person designated by the City to administer and oversee the Work.

“Provisional Item” means work or a portion of work the City may wish to have performed but which may be removed, at no additional cost to the City from the scope of the Work at any time. Where such item is removed, the City will deduct the relevant Provisional Price from the Base Bid Price after the award of the Contract.

“Provisional Price” means the amount stipulated by the bidder for a Provisional Item which is to be included in the Base Bid Price.

“Request for Tenders” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:

(a) any Addendum;

(b) any Supplementary General Conditions or Supplementary Conditions;

(c) the General Conditions;

(d) the Specifications, with any Supplementary Specifications (if any) taking priority over the standard Specifications;

(e) any contract drawings;

(f) the Supplementary Instructions to Bidders

(g) these Instructions to Bidders;

(h) the standard form text of the Form of Tender as prescribed by the City;

(i) the sample Contract;

(j) any other documents that form a part of the Request for Tenders.

“Services” means a service of any description required in order to complete the Work, whether commercial, industrial, trade or otherwise, and includes all professional, technical and artistic service, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods.

“Specifications**”** means all written or printed requirements and standards forming part of the Request for Tenders and pertaining to the method and the manner of performing the Work or Services, to the scope of Work and to the quality of Goods to be furnished under the Contract.

“Stipulated Price” means a single, all inclusive, one price that applies to all of the Work.

“Successful Bidder” means the bidder to whom the City has awarded the Contract.

“Tender Coordinator” means the single point of contact for the Request for Tenders and will be the person named on the Communications page of the Request for Tenders.

“Tender Notice” means the public notification of the Request for Tenders.

“Total Contract Price” has the same meaning as Base Bid Price.

“Unit Price” means any component price as set out on the Form of Tender.

“U.S. Business” is a bidder (including a supplier, manufacturer, or distributor) of any business that provides Goods and/or Services on a permanent basis in the United States of America (“USA”). The bidder:

(a) has Permanent Offices or production facilities in any state or territory within the USA; and

(b) has at least 51% of its workforce employed in the USA as of the bid closing date or contract award date, whichever comes first.

“Value Added Taxes” means such sum as shall be levied upon the Base Bid Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Base Bid Price and includes the Goods and Services Tax, the

Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the bidder by the tax legislation.

"Work" means the whole of the work, the supply and delivery of Goods, the delivery and performance of any Services, the total construction and related services, material, matters and things required to be completed, supplied, mentioned or referred to in performing or executing the work in full in accordance with the requirements set out in the Request for Tenders.

3 Guidelines Regarding Bid Irregularities

As a guide to the bidder, but without qualifying any rights and privileges reserved to the City, the bidders guidelines set out below is indicative of the manner in which discretion reserved by the City is to be exercised with respect to non-compliant Bids. However, the City shall not be liable to any bidder or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below. An irregularity that goes beyond the scope of the bidders Guidelines set out below may be considered by the Procurement Manager.

BIDDERS GUIDELINES		
IRREGULARITY		**RESPONSE**
1.	Qualified or conditional Bid (A Bid restricted by a statement added to the Form of Tender or a covering letter or alterations to the Form of Tender).	Automatic rejection unless the Request for Tenders specifically permit such qualification or condition.
2.	A Bid received in a format not specified in the Request for Tenders such as hardcopy submission, fax, email, etc.	Automatic rejection.
3.	A Bid received on documents other than those original documents supplied by the Bidding System.	Automatic rejection.
4.	Bid Security: Amount of Bid Security provided by bidder is insufficient, does not name correct Municipality as obligee, or no Bid Security is provided or is not otherwise in compliance with the Request for Tenders requirements.	Automatic rejection.
5.	Execution of Bid bond: Corporate seal or electronic signature of bidder, or both, are missing. Corporate seal or electronic signature of bonding company, or both, are missing.	Automatic rejection. Automatic rejection.
6.	Digital bid bond not provided or not an electronically verifiable and enforceable e-Bond.	Automatic rejection.

BIDDERS GUIDELINES		
IRREGULARITY		RESPONSE
7.	Other irregularities.	An irregularity that goes beyond the scope of the Bidders Guidelines may be considered by the Procurement Manager.

4 Bid Submission and Form of Tender

4.1 Every Bid **shall**

4.1.1 be submitted on the City's prescribed Form of Tender in its entirety;

4.1.2 be completed in English;

4.1.3 have all of the required blank spaces provided on the Form of Tender completed by the bidder;

4.1.4 include all material, Goods, Services, equipment and labour, required to complete the Work; and

4.1.5 state all prices in Canadian funds, unless otherwise stipulated.

4.2 Electronic Bid submissions only, shall be accepted and received by the Bidding System, on or before the closing date and time stated in the Request for Tenders. A Bid submitted by mail, in person, fax, e-mail or other electronic means, other than through the Bidding System, will not be accepted.

4.3 Bidders shall have a Bidding System vendor account and must be registered as a plan taker for this Request for Tenders. Only plan takers will have access to download this Request for Tenders document, receive Addendum email notifications, download Addendum and to submit their Bid electronically through the Bidding System.

If a bidder has obtained the Request for Tenders document from a third party, the onus is on the bidder to create a Bidding System vendor account and register as a plan taker for the bid opportunity.

4.4 Time is of the essence with respect to the submission of a Bid. It is the **sole** responsibility of each bidder to ensure that its Bid is received by the Bidding System on or before the closing date and time stated in the Request for Tenders document. The closing time shall be determined by the Bidding System web clock.

Bidders are advised that the timing of their Bid submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by

a bidder, as Bid transmission can be delayed in an “internet traffic jam” due to file transfer size, transmission speed, etc.

Bidders shall allow sufficient time to upload their Bid submission, including any attachments. Late Bid submission shall not be accepted by the Bidding System.

4.5 The Bidding System will send a confirmation email to the bidder advising that their Bid was submitted successfully. If an email confirmation is not received, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca or by telephone 1-800-594-4798.

4.6 It is the exclusive responsibility of each bidder to submit a complete Bid in accordance with the Request for Tenders.

4.7 All documents prepared and work carried out by a bidder in preparing a Bid, and all oral presentations to the City in connection with a Bid, shall be without cost to the City, and neither the City’s publication of a Request for Tenders nor the submission of a Bid shall be construed to oblige the City to award a Contract.

4.8 All words and phrases forming part of a Bid should be written out in full, and abbreviations should not be used.

4.9 No amendment may be made to a Bid after it has been submitted, except in the circumstances set out in Article 6.4 of these Instructions to Bidders.

5 Bid Security

5.1 Each bidder shall submit with its Bid a Bid Security in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format in the amount set out in the Supplementary Instructions to Bidders.

For additional information regarding e-Bonds, bidders should contact their surety company or visit the Surety Association of Canada website.

5.2 A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected.

5.3 Bidders shall upload their Bid Security to the Bidding System, in the bid submission file labelled “Bid Bond”. All instructions and details for assessing authentication shall be included with the digital bond uploaded in the Bidding System.

5.4 A Bid Security shall, include such terms, be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the City in its reasonable discretion.

5.5 When a Bid is accepted by the City, the Successful Bidder will enter into a Contract for the performance of the Work. The Successful Bidder will commence the Work, following the issuance of a purchase order or notice to proceed, and will give the specified security required under the Request for Tenders and the Contract within 10 Business Days of request by the City.

5.6 The digital bid bond will not be returned to the bidder.

5.7 The term of the Bid Security shall be for a minimum period of 90 days after the closing date of the Request for Tenders. Where the irrevocability period for a Bid is extended in accordance with Article 10.2 of these Instructions to Bidder, the bidder shall also ensure that the term of the Bid Security is extended for the same period of time as the irrevocability period.

5.8 A Bid submitted without the required Bid Security will be rejected by the City.

5.9 Each bidder that submits a Bid will be deemed to have acknowledged and agreed that the amount of the Bid Security required with respect to a Bid constitutes a genuine pre-estimate on the part of the City of the damages that will be suffered by the City as a result of a failure or refusal on the part of the Successful Bidder to enter into a Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract.

5.10 In the event of a failure or refusal on the part of the Successful Bidder to enter into the Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract, the City shall declare the Bid Security forfeited and the Successful Bidder may be held responsible at the City's discretion for any increased costs or damages incurred by the City over and above the amount of that Bid Security.

5.11 In addition to the Reserved Privileges of the City set out at Article 16 of the Instructions to Bidders, the City may at its discretion, in the event of a failure, refusal or default on the part of the Bidder to enter into the Contract, to commence the Work following the issue of a purchase order or notice to proceed, and/or to give the specified security required under the Request for Tenders and the Contract, annul the award or terminate the Contract, accept the next lowest compliant Bid, advertise for new tenders, or carry out the Work in any manner deemed in the best interests of the City. In such a case, if required by the City, the bidder shall pay the City the difference between the Base Bid Price and any greater sum that the City may be obligated to pay by reason of the failure, refusal or default of that bidder, including the cost of any advertisement for new tenders.

6 Addenda and Clarification of the Request for Tenders

6.1 The City reserves the right at any time prior to the award of the Contract,

6.1.1 to withdraw or cancel the Request for Tenders;

6.1.2 to extend the time for the submission of Bids; or

6.1.3 to modify the Request for Tenders,

by the publication of an Addendum, which shall become part of the Request for Tenders, and the City shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder (or any other person) as a result of its so doing.

6.2 Without limiting the City's right, Article 6.1 may apply to situations where no Bid is compliant or an insufficient number of bids have been received.

6.3 Any Addendum shall be posted on the following website and is sufficiently served upon any prospective bidder if so posted.

https://hamilton.bidsandtenders.ca

6.3.1 In addition to the above method of posting, the City may also notify prospective bidders of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of the City and notification shall be to the co-ordinates provided by the bidder to the City at the time it obtained the Request for Tenders from the City.

6.3.2 It is the sole responsibility of each bidder to check the website and ensure that it has received any and all Addenda issued by the City. Bidders shall confirm in the Form of Tender that they have received, examined and provided for all Addenda issued under the Request for Tenders. Bidders may in writing, seek confirmation of the number of Addenda issued under the Request for Tenders from the Tender Coordinator.

6.4 Where a bidder submits their Bid prior to the Request for Tenders closing date and time and an Addendum has been issued by the City, the Bidding System automatically **WITHDRAWS** the bidder's Bid submission and changes the Bid submission to an **INCOMPLETE STATUS** (**NOT accepted by the City**). The withdrawn Bid can be viewed by the bidder in the "**MY BIDS**" section of the Bidding System. The bidder is solely responsible to:

6.4.1 make any required adjustments to their Bid;

6.4.2 acknowledge all Addenda that have been issued for this Request for Tenders; and

6.4.3 ensure the re-submitted Bid is **RECEIVED** by the Bidding System before the closing date and time stated in the Request for Tenders.

6.5 All communication between a bidder and the City (including requests for information or clarification) **shall** be set down in writing and directed to the Tender Coordinator named in the Communications page.

6.6 Any request directed to the City with respect to Article 6.5 prior to the closing date of the Request for Tenders must allow sufficient time for a written response or clarification to be issued by the City prior to the closing date, should the City consider it necessary to issue such response or clarification.

6.7 A written response or clarification of substance shall be shared with each bidder and issued in the form of an Addendum.

6.8 The City shall not be bound by any oral:

6.8.1 instruction;

6.8.2 amendment or clarification of the Request for Tenders;

6.8.3 information; or

6.8.4 advice or suggestion,

provided by any member of the City's staff or consultant to the City concerning the Request for Tenders or the manner in which the Work is to be carried out and the bidder bears any and all risk in relying on such representation.

6.9 Bidders shall acknowledge receipt of any Addenda when submitting their Bid through the Bidding System. Bidders shall check a box for all Addenda and any applicable attachments that have been issued before a bidder can re-submit their Bid submission online.

7 Bidder Responsibilities

7.1 The Contract shall only be between the City and the Successful Bidder. Neither the City nor its consultant shall be construed to have any contractual relationship with the Successful Bidder's employees, subcontractors or material suppliers, or their respective employees or suppliers.

7.2 Each bidder shall be responsible for:

7.2.1 ensuring that it has conducted a thorough inspection of the site, has investigated and examined the Request for Tenders and any other document made available to the bidder by the City and has delivered to the City any request for information in respect of all questions arising out of the foregoing inspections, investigations and examinations in respect to the site;

7.2.2 reviewing all drawings, reports, tests and other documents with respect to site, subsurface or otherwise concealed physical conditions which have been provided or made available to the bidder by the City in relation to the Request for Tenders and shall be responsible for any site, subsurface or otherwise concealed physical condition set out in or inferable from any such report; and

7.2.3 ensuring that they have conducted a sufficient and appropriate scope of inquiry into the manner, method(s) and magnitude of the work that is proposed in the Request for Tenders such that they have established a clear and full understanding of the work being undertaken and are able to fully appreciate the consequences of that work in preparing their Bid.

7.3 The cost of any Work which results from encountering any condition that is described in or properly inferable from the information referred to in Article 7.2 above shall be included in the bidder's Base Bid Price.

8 Opening of Bids

There is no public opening for this Request for Tenders. All Bids shall be electronically opened and posted on the Bidding System, https://hamilton.bidsandtenders.ca, following the closing date and time of the Request for Tenders. The name of the bidder and the Base Bid Price shall be posted for each Bid received.

9 Review of Bids & Bid Verification

9.1 Following the electronic opening, each apparently eligible Bid will be examined by the Procurement Manager to confirm that they are compliant and otherwise complete.

9.2 Unless expressly stated otherwise, the City shall apply a standard of substantial compliance against each Bid.

9.3 The City is not obliged to seek verification of any aspect of a Bid, however, the City may, if it determines that it is appropriate to do so under the circumstances, verify any aspect of any Bid received, at any time, in order to resolve an ambiguity in either the language used or any other vague or uncertain aspect of the Bid.

9.4 Such verification shall not alter the Bid, constitute negotiation or re-negotiation of the price or any other aspect of the Bid, and all correspondence with a bidder for the purposes of such verification shall be conducted through the Procurement Manager.

9.5 The review or verification of a Bid with a bidder shall not oblige the City to enter into a Contract with a particular bidder, nor shall it constitute an acceptance of a Bid.

9.6 All verification under this section shall form part of the Bid, be in writing, and be in a form satisfactory to the City.

10 Acceptance & Irrevocability of Bid

10.1 A Bid shall be irrevocable and open for acceptance by the City of Hamilton for a period of 90 days following the closing date and time of the Request for Tenders.

10.2 Where the City is unable to award a Contract prior to the expiry of the irrevocability period, the City may, on or prior to that expiry date, make a request to each of the compliant bidders to confirm, in writing, their willingness to hold their Bid prices, extend the term of their Bid Security and extend the irrevocability period for the specific period of time requested by the City.

11 Award of Contract

11.1 The City shall notify the Successful Bidder as soon as practicable after the award of the Contract. Despite any requirement for the formal execution of a Contract, the Contract shall be deemed to arise upon the award of the Contract to the Successful Bidder.

11.2 Where a Request for Tenders is awarded to a bidder in respect of the Work and in accordance with the provisions of the Request for Tenders and Bid, the bidder shall be required to either:

11.2.1 execute a Contract on the form set out in the Request for Tenders and approved by the City's Legal Services Division; or

11.2.2 where the form of Contract in Article 11.2.1 is not required they shall be assigned a contract number and the Request for Tenders and the Bid shall become the Contract in respect of the Work.

11.3 The award letter will identify documents required by the City prior to being able to issue a purchase order, the timeline for providing those documents to the City and the name of the Project Manager who will coordinate the start date for the Work.

11.4 The Base Bid Price for each compliant Bid received as well as the Contract award information may be obtained from the following website:

https://hamilton.bidsandtenders.ca

12 Conflict of Interest, Lobbying and Collusion

12.1 The City may reject any Bid submitted where a bidder is in contravention of the City's Procurement Policy with respect to conflict of interest.

12.2 Other than as expressly permitted or required in the Request for Tenders a bidder and their representative shall not, with respect to the Request for Tenders or the Work, make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, their Bid, or their interest in this competitive procurement process.

12.3 For greater certainty, a bidder shall not communicate with the City regarding this procurement except through the Tender Coordinator identified on the Communications page of the Request for Tenders who shall be the City's single point of contact for the bidder during this process.

12.4 The bidder acknowledges that this Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person making a Bid for the same work and is in all respects fair and without collusion or fraud.

13 Confidentiality

13.1 A bidder should be aware that all information submitted is being collected under authority of the Municipal Act, 2001, and may be used in the City's review of Bids and in the Contract that is entered into with the Successful Bidder. In this regard, the bidder should be aware that:

13.1.1 the bidder's name and Base Bid Price at a minimum will be made public. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record; and

13.1.2 all correspondence, documentation and information provided by a bidder to the City as part of a Bid may be reproduced for the purposes of reviewing the bidder's Bid and/or for the purposes of an audit of the procurement process.

13.2 All such information is also subject to collection in accordance with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and Personal Health Information Protection Act ("PHIPA") and City policies and procedures related to the collection and administration of such records. For greater particularity and direction regarding how such issues of

confidentiality will be handled and may affect a bidder's rights, the bidder should reference the City's policies related to Freedom of Information on the City's website under the Office of the City Clerk at hamilton.ca. In preparing the Bid, the bidder should note the following:

13.2.1 a bidder may mark as confidential any scientific, technical, commercial, proprietary or similar confidential information contained in its Bid, the disclosure of which could cause it injury, excluding the Base Bid Price and its name. A bidder shall not identify the whole of a Bid as confidential. A watermark or rubber stamp imprint is suitable to identify confidential parts of a Bid.

13.3 All correspondence, documentation and information provided by the City, its employees, agents or representatives to any bidder in connection with, or arising out of the Request for Tenders remains the property of the City and must not be used for any purpose other than for replying to the Request for Tenders. Confidentiality of records and information of the City relating to the Work described in the Request for Tenders must be maintained at all times. If any proprietary or confidential information belonging to, or in the care of, the City is disclosed to any bidder by the City's employees, agents, representatives and independent contractors, or any other person at the request of the City in connection with the Request for Tenders, the bidder shall:

13.3.1 safeguard all such information;

13.3.2 maintain in strict confidence and not reproduce or disclose any such information to any person except as required by law or as expressly permitted in advance by the City in writing;

13.3.3 return forthwith all such information as may be in documentary form or recorded electronically by the closing date and time; and

13.3.4 not use any such information for any purpose other than the purpose for which it was provided by the City or by any other person at the request of the City.

14 Withdrawal of Bids by Bidder

14.1 Withdrawal of a Bid after it has been submitted and received by the Bidding System, is permitted only prior to the closing date and time of the Request for Tenders.

14.2 Requests made after the closing date and time of the Request for Tenders to withdraw a Bid received by the Bidding System will be disregarded.

14.3 A Bid withdrawn prior to the closing date and time of the Request for Tenders may be revised and re-submitted at any time prior to that closing date and time. Bidders are solely responsible to ensure:

14.3.1 any required revisions are made to their Bid;

14.3.2 acknowledge all Addenda that have been issued for this Request for Tenders; and

14.3.3 ensure the re-submitted Bid is received by the Bidding System prior to the closing date and time of the Request for Tenders.

15 Price

15.1 No variation in Bid price(s) shall be permitted after the closing date and time of the Request for Tenders except where the City corrects an obvious computational or other mathematical error evident on the face of the Bid. Only extensions, subtotals and totals shall be corrected. No modification to individual prices, either Unit Price or Lump Sum Price, shall be made by the City.

15.2 Where the bidder is instructed to price the Work on a Stipulated Price basis only, no corrections to the Base Bid Price shall be made by the City.

15.3 The Base Bid Price must be quoted on an all-in basis and include the provision and delivery of all necessary labour, Goods, materials, warranty and maintenance requirements, Services, tools, equipment, supplies, utilities, levies and duties and other incidentals, and for performing all the Work and providing all Services contemplated under the Contract.

15.4 The Base Bid Price and all other prices quoted on the Form of Tender shall be exclusive of Value Added Taxes. All other taxes shall be included in the prices submitted for this Request for Tenders.

Where there is a variation due solely to an increase or decrease in the rate of applicable Value Added Tax from a Canadian taxing authority, beyond the control of the Successful Bidder, occurring after the time and date of submission of its Bid, the variation shall alter the price of the Bid only to the extent of the Value Added Tax increase or decrease. The Successful Bidder must prove to the satisfaction of the City that the Successful Bidder will not benefit in any way by reason of any increase to the Base Bid Price.

15.5 As various parts of the Work may or may not be exempt from Value Added Taxes, the bidder is required to refer to the Supplementary Instructions to Bidders for details, if any, respecting payment exemptions, rebates and Value Added Taxes.

16 Reserved Privileges of the City

The City shall have the following reserved privileges, which may be exercised or waived in its absolute discretion.

16.1 The City may reject a Bid on the following basis:

16.1.1 the City may reject any Bid, the lowest Bid or all Bids, may cancel the Request for Tenders or may cancel the Request for Tenders and require the submission of new Bids;

16.1.2 any extraordinary or unjustified disparity between the lowest Bid and the other Bids received by the City;

16.1.3 the need to avoid the use of unproven technology and methodologies;

16.1.4 the prior record of the bidder as a contractor to the City;

16.1.5 a Bid submitted by a person which in the opinion of the City or its professional advisors, does not possess the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the bidder proposes to assume under the terms of its Bid.

16.2 Where the Contract is awarded to the lowest compliant bidder, the City may negotiate amendments to the Contract or to the Work to be done or Services or materials to be supplied under the Contract.

16.3 Where none of the Bids are compliant and in the opinion of the City it is impractical to reissue a new Request for Tenders, the City will reject all of the Bids and may permit Bids to be submitted without issuing a new Request for Tenders.

16.4 Where the Base Bid Price for the lowest compliant Bid received substantially exceeds the estimated procurement cost of the Work, the City may negotiate with the lowest compliant bidder for a reduction to the Base Bid Price.

16.5 The City maintains the right to verify any information provided or contained in any Bid.

16.6 The City reserves the ability to exercise the rights, privileges and authority contained in the Procurement Policy and procedures thereunder with respect to the Request for Tenders.

17 Notice to Proceed and Start Date

17.1 The City may issue a written notice to proceed to the Successful Bidder prior to the execution of any required Contract.

17.2 Work shall commence on the start date specified in the notice to proceed, unless otherwise agreed by the Successful Bidder and the City.

18 Applicable Law and Limit on Liability

18.1 The City shall not be liable, in any way, to the bidder for any delays, or costs associated with delays, in the Request for Tenders process.

18.2 The bidder agrees that,

18.2.1 any action or proceeding relating to the Request for Tenders process shall be brought in an Ontario court of competent jurisdiction and any such action or proceeding shall be issued at the Hamilton, Ontario office of that Court and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court at Hamilton, Ontario;

18.2.2 it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to the Request for Tenders process on any jurisdictional basis, including forum non conveniens; and

18.2.3 it will not oppose, in any other jurisdiction, the enforcement against it of any judgment or order duly obtained from an Ontario court in Hamilton, Ontario as set out above.

18.3 If a bidder is required by applicable law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Bid, neither acceptance of the Bid nor execution of the Contract shall be considered to be approval by the City of carrying on such activity without the requisite licence, permit, consent or authorization.

18.4 The bidder agrees that if the City commits a material breach of the Request for Tenders (that is, a material breach of Contract A), the City's liability to the bidder and the aggregate amount of damages recoverable against the City for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City, shall be no greater than the Bid preparation costs that the bidder seeking damages from the City can demonstrate.

19 Accommodations for Bidders with Disabilities

19.1 In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the City of Hamilton will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

19.2 If a bidder requires this Request for Tenders in a different format to accommodate a disability, the bidder must contact the Tender Coordinator as soon as possible and in any event prior to the closing date. The Request for Tenders in the different format will be issued only to the requesting bidder and all Addenda will be issued in such different format only to the requesting bidder.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Revised: June 5, 2026

1. OPTIONAL SITE MEETING

There is an optional site meeting scheduled.

Location: **Gate 3 - Premium Entrance - 64 Melrose Ave N, Hamilton, ON L8L 8C1 (see location map attached)**
Date: **Wednesday, October 21, 2026**
Time: **10:00 AM, Hamilton time**

2. TAXES

There are no supplementary instructions regarding Value Added Taxes.

3. BID SECURITY

Bidders shall submit a Bid Security in accordance with Article 5 Bid Security of the Instructions to bidders in the amount of not less than one hundred, thousand dollars ($100,000.00).

4. JOINT VENTURES

For greater certainty, a Bid must be submitted by a single entity as the bidder. The City will not accept a Bid from a collection of entities jointly submitting as the bidder. The single entity submitting the Bid must not be a special purpose company incorporated solely for the purpose of entering into a Contract with the City regarding the Work. The bidder shall be expected to perform the Work either through itself, or through itself and any subcontractors.

5. RECORD AND REPUTATION

See the City of Hamilton Procurement Policy for specific requirements and obligations at: https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/procurement-policy-by-law

6. EVALUATION OF THE DOMESTIC SUPPLY CHAIN PLAN

For the purposes of awarding the Contract, this Request for Tenders will include an evaluation of the Domestic Supply Chain Plan submitted by the bidder.

Bidders are required to complete and submit the City's prescribed Domestic Supply Chain Plan within the Request for Tenders in its entirety. Bidders shall

complete all blank fields provided on the Domestic Supply Chain Plan. Where a bidder leaves a field blank, the field shall be deemed to be $0.00.

No changes are permitted to the prescribed Domestic Supply Chain Plan other than providing the required information and attesting and confirming its accuracy. If the Domestic Supply Chain Plan is completed incorrectly, or any changes are made to the form other than as permitted, it may result in no evaluation advantage being applied to the bidder's Domestic Supply Chain Plan.

The bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services, will receive a 10% evaluation advantage in respect of their Base Bid Price. The bidder that receives the 10% evaluation advantage will have its Base Bid Price reduced by 10% when comparing the compliant Bids. This price adjustment is only for evaluation purposes and the final Contract entered into with the Successful Bidder shall reflect the Base Bid Price set out in the Form of Tender.

The bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services, will be determined by the following formula:

$$Formula = \frac{A + A + B}{\text{Base Bid Price}} \times 100$$

Where:
A = Value of Ontario-Made Goods and Ontario Services
B = Value of Canadian-Made Goods and Canadian Services

The calculation made pursuant to the above formula shall be rounded to nearest whole value, where applicable.

Where two or more bidders offer the same highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services, the ten percent (10%) evaluation advantage will be applied to both bidder's Base Bid Price.

No variation in Domestic Supply Chain Plan dollar values shall be permitted after the closing date for the Request for Tenders except, where the City exercises its discretion to correct a mathematical error evident on the face of the Domestic Supply Chain Plan. The City may, at its discretion, correct obvious mathematical errors on the part of the bidder in computing any extended amounts, subtotals, or total dollar values. The City is under no obligation to do so, which may result in no evaluation advantage being applied to the bidder's Domestic Supply Chain Plan if completed incorrectly.

The City reserves the right to not apply the price adjustment if the Domestic Supply Chain Plan is completed incorrectly for all Bids received.

7. AWARD OF CONTRACT

Subject to the City's reserved rights and privileges set out in the Tender, after the application of the price adjustment from the evaluation of the Domestic Supply Chain Plan, the Contract shall be awarded to the lowest compliant Bid submitted by a:

A. Canadian Business or Non-U.S. Business; or

B. U.S. Business, where the U.S. Business' Bid is at least 25% lower in Base Bid Price than the lowest compliant Bid submitted by a Canadian Business or Non-U.S. Business.

8. SPECIFIED PRODUCTS OR SERVICES

Specified product or service by name, trade or company is regarded as the standard of quality required by the Specifications. **No alternates or substitutes will be considered prior to the award of the Contract**. After the award of the Contract, should the Successful Bidder want the City to approve an alternate or substitute for a specified product or service, the Successful Bidder shall make such request in writing to the City, which the City may consider, in its sole discretion. No alternate nor substitution for a specified product or service required by the Specifications shall be made by the Successful Bidder without the prior written approval of the City.

9. PROPOSED TIMELINES

Event	Date
Tender Closing date	See Closing Date in RFT
Anticipated award date	Approximately three (3) weeks after the Closing date
Commencement of Work	Approximately one (1) to two (2) weeks from award date

10. APPROXIMATE QUANTITIES/LOCATIONS

Estimated quantities/locations are indicated in the Request for Tender for the sole purpose of comparing Bids. While these quantities/locations are based on past use and anticipated future requirements, the City is not bound to purchase these quantities or any minimum quantities. The City reserves the

right to increase or decrease the estimated quantities at the prices quoted without penalty.

11. POLICIES, REGULATIONS AND GUIDELINES

The Successful Bidder shall be aware of and adhere to all of the applicable City Policies and Legislation set out on the City of Hamilton website at: https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/procurement-policy-by-law

12. DECLARATION OF BIDDER COMPLIANCE WITH CITY BY-LAWS

Should the bidder's declaration in its Form of Tender that it is in compliance with all City of Hamilton by-laws be untrue or incorrect, the City shall be entitled at its sole discretion to reject their Bid.

13. RFPQ C14-01-24 – PREQUALIFICATION FORM AND APPLICATION

All information provided by the bidder or otherwise included in its Prequalification Form and Application, submitted in response to RFPQ C14-01-24, shall be deemed to be material representations by the bidder to the City. The bidder shall be deemed to have warranted the truth of the representations so made, and that those representations remain current at the time of the submission of its Form of Tender. The bidder who becomes the Successful Bidder shall further be deemed to have warranted the truth of the representations so made until the completion of the Contract.

LUMP SUM BREAKDOWN OF BASE BID PRICE
Revised: December 2, 2011

Contract Number: C13-25-26

LOCATION: Hamilton Stadium

DESCRIPTION: Hamilton Stadium Artificial Turf Replacement Project

After opening of the Bids, the two apparent low bidders are required to submit to the City, within two Business Days of the closing date of the Request for Tenders, the breakdown of their Base Bid Price. The breakdown shall be given according to the following Lump Sum Breakdown. The City may refuse to accept any breakdown, which contains prices considered to be unbalanced and request the bidder to adjust the breakdown to correct such unbalancing, and by submitting its Bid, the bidder agrees to do so upon such request by the City.

SUMMARY

SECTION "A"	SITE PREPARATION AND REMOVALS	TOTAL	$
SECTION "B"	SPORTS EQUIPMENT AND FOUNDATIONS	TOTAL	$
SECTION "C"	ARTIFICIAL TURF AND SHOCK PAD	TOTAL	$
SECTION "D"	CASH ALLOWANCE: CERTIFICATIONS AND VERIFICATIONS	TOTAL	$
SECTION "E"	PROVISIONAL	TOTAL	$
		Cash Allowance	
		BASE BID PRICE	$

CONTRACT NO. C13-25-26

LUMP SUM BREAKDOWN OF BASE BID PRICE

LOCATION: Hamilton Stadium

DESCRIPTION: Hamilton Stadium Artificial Turf Replacement Project

Division No.	Description	Unit	Quantity	Unit Price ($)	Total Amount ($)
A	**SITE PREPARATION AND REMOVALS**				
1.0	Bonding and Insurance	**Lump Sum**			**$**
2.0	Mobilization, Site Preparation, Construction Access, Staging, Demobilization, Cleaning, Traffic Control, Temporary Construction Facilities and Utilities, and all other works not itemized but necessary to complete the work.	**Lump Sum**			**$**
3.0	Supply and Install Construction Signage in accordance with plans, details and specifications.	**ea**	**2**	**$**	**$**
4.0	Remove and dispose all Artificial turf, TPE and Sand infill off-site in accordance with plans, details and specifications.	**m2**	**11,208**	**$**	**$**
5.0	Investigation of Existing Nailer Boards with HDPE Composite in accordance with Contract Administrator, plans, details and specifications.	**Lump Sum**			**$**
6.0	Remove and dispose existing football upright access trrays in accordance with plans.	**ea**	**2**	**$**	**$**
7.0	Endzone Granular Base Repairs (South End): Includes, removal and replacement of existing graular base, compaction, and planarity assessment of new area.	**m2**	**450**	**$**	**$**
8.0	Sideline and High Traffic Area Granular Base Repairs (east and west sidelines 3m width) includes additional +/-50mm depth	**m2**	**1,050**	**$**	**$**
	TOTAL DIV. A	**$**			
B	**SPORTS EQUIPMENT AND FOUNDATIONS**				
1.0	Supply and Install Reinforced Concrete Footings and ground sleeves with access trays for Football Uprights in accordance with plans, details and specifications. Includes reinstallation of existing uprights salvaged by others.	**ea**	**2**	**$**	**$**

CONTRACT NO. C13-25-26

LUMP SUM BREAKDOWN OF BASE BID PRICE

LOCATION: Hamilton Stadium

DESCRIPTION: Hamilton Stadium Artificial Turf Replacement Project

2.0	Supply and install access trays for existing football uprights in accordance with plans, details and specifications.	**ea**	**2**	**$**	**$**
	TOTAL DIV. B	**$**			
C	**ARTIFICIAL TURF AND SHOCK PAD**				
1.0	Supply and Install Multi-Sport Artificial Turf Supply and Install Multi-Sport Artificial Turf System, Sand and Black SBR Infill in accordance with plans, details, and specifications.	**m2**	**11,208**	**$**	**$**
2.0	Supply and install Multi-Sport Artificial Turf System Shock Pad; 3' x 7' 23mm thick Tiles - Schmitz Proplay-sport23 or approved equivalent in accordance with plans, details and specifications.	**ea**	**235**	**$**	**$**
	TOTAL DIV. C	**$**			
D	**CASH ALLOWANCE: CERTIFICATIONS AND VERIFICATIONS**				
1.0	FIFA Quality Pro and World Rugby Regulation 22 Testing and Certification	$20,000.00			
2.0	Survey Layout and As-Built Verification	$8,500.00			
3.0	Materials testing and inspections	$2,500.00			
	TOTAL DIV. D	**$ 31,000.00**			
E	**PROVISIONAL**				
1.0	Repair/Replacement of Existing Nailer Boards with HDPE Composite	**lm**	**100**	**$**	**$**
2.0	Remove and replace all shock pads deemed unsatisfactory by the City / Consultant with addtional new Multi-Sport Artificial Turf System Shock Pad; 3' x 7' 23mm thick Tiles - Schmitz Proplay-sport23 or approved equivalent in accordance with plans, details and specifications.	**ea**	**106**	**$**	**$**
	TOTAL DIV. E	**$**			
	Total of Section "A, B, C, D & E"	**$**			

CCDC 2 - 2020
STIPULATED PRICE CONTRACT

A copy of the CCDC 2 – 2020 Stipulated Price Contract is not being reproduced for this RFT and the English version can be purchased at:

https://www.ccdc.org/documents/

Supplementary Conditions to Contract CCDC 2-2020
Dated: November 5, 2025

SC 1. GENERAL

These Supplementary Conditions presuppose the use of the Standard Construction Document CCDC 2-2020 Stipulated Price Contract, English version. These "Supplementary Conditions" void, supersede or amend the "Agreement", "Definitions" and "General Conditions" as hereinafter provided, as the case may be.

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

SC 2. AGREEMENT

1. Delete the words "*Ready-for-Takeover"* from paragraph 1.3 Article A-1 THE WORK and replace with "*Substantial Performance Date".*

2. Add new paragraph 1.4 to Article A-1 THE WORK, as follows:

   "1.4 Provide all the labour, material, equipment, machinery, *Products* and work including, without limitation, all *Commissioning* services required by the *Contract Documents* in order to fully complete and construct the *Work* and in accordance with, and satisfaction of all *Applicable Laws* including, without limitation, those relating to occupational health and safety and any and all obligations, responsibilities and duties required by or set in any site plan agreement or approval, attributable to the *Place of the Work* and/or the proposed development therein, and furnish efficient business and construction administration and superintendence consistent with the interests of the *Owner*."

3. Add documents to the existing list of *Contract Documents* in paragraph 3.1 of Article A-3 CONTRACT DOCUMENTS as follows:

- Addenda, as issued
- the Special Provisions
- *Project* specific Supplementary Conditions to Contract CCDC 2-2020
- Supplementary Conditions to Contract CCDC 2-2020
- the *Form of Tender* as approved and accepted by the *Owner*
- detailed *Contract Price* Breakdown or Lump Sum Breakdown of Base Bid Price
- the *Specifications*
- *Drawings*

4. Delete subparagraph 5.2.1 from Article A-5 PAYMENT in its entirety and replace with the following:

"5.2.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the rate prescribed by the Construction Act (Ontario) on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis."

5. Add new paragraph 5.3 to Article A-5 PAYMENT as follows:

"5.3 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 - INSURANCE."

6. Add to the end of paragraph 6.5, the following:

"The only *Notices in Writing* which will be delivered by electronic communication are applications for progress payment, applications for final payment, and notices of non-payment. All other *Notices in Writing* will be delivered by hand, by courier, by prepaid first class mail or by facsimile."

7. Delete Article A-7 LANGUAGE OF THE CONTRACT in its entirety.

8. Add new Article A-9 CONFLICT OF INTEREST as follows:

"ARTICLE A-9 CONFLICT OF INTEREST

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

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

9.3 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Hamilton where to do so constitutes a breach by such employee or previous employee of the *Owner*'s conflict of interest policy, as it may be amended from time to time.

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

9. Add new Article A-10 CONFIDENTIALITY as follows:

"ARTICLE A-10 CONFIDENTIALITY

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

SC 3. DEFINITIONS

1. Add to the end of Definition *Consultant*, the following:

   "The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative."

2. Add to the end of Definition *Contractor*, the following:

   "The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing."

3. Add to the end of Definition *Owner*, the following:

   "The term *Owner* means the *Owner* or the *Owner's* authorized representative as designated to the *Contractor* in writing, but does not include the *Consultant*."

4. Add after "The *Work* means the total construction" in Definition *Work*, the following:

   ", *Products*, installation, C*ommissioning*, checkout, start-up testing"

5. Delete Definition *Working Day* in its entirety and replace with the following:

   "***Working Day*** means a day when the *Owner's* administrative offices are open, and does not include weekends or statutory holidays."

6. Add new Definitions as follows:

   "Applicable Laws

Applicable Laws and applicable laws means all public laws, statutes, regulations, transactions, codes, acts, orders, by-laws, rules, judgements, decrees, treaties, *Governmental Consents*, notices, protocols, binding policies and guidelines, and requirements of all *Governmental Authorities*, which now or hereafter, may be applicable to and enforceable against the *Work* or any part thereof, including those relating to employment, zoning, building, life/safety, environment and health, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation.

As-Built Drawings
As-Built Drawings means the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing any and all changes or variations to the *Work* from the requirements of the *Drawings* and *Specifications*.

Authorities Having Jurisdiction
The phrase *Authorities Having Jurisdiction* or the term *Authorities* means those authorities having jurisdiction under *Applicable Laws* over the *Work* or parts thereof.

Commission
Commission means and *Commissioning* refers to the procedure which includes checking, balancing, testing, adjusting and measuring *Work* performed by the *Contractor* to demonstrate and verify to the *Owner* and *Consultant*, the satisfactory installation, operation and performance of all components of the *Work* and that the *Project* is ready for use.

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

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

Construction Act
The Construction Act, R.S.O. 1990, Chapter C.30 is the legislation covering construction in Ontario and is also referred to throughout the *Contract* as the Payment Legislation.

Construction Costs
Construction Costs means the direct costs of all the elements of the *Work* or a change in the *Work* as the case may be. A cost that can be applied wholly to a particular item of the *Work*, or a change

in the *Work*, should be considered part of the *Construction Costs*, excluding all *Value Added Taxes*, *Overhead Costs*, and profit.

Contemplated Change Order
Contemplated Change Order means a standard document issued to the *Contractor* by the *Consultant* on behalf of the *Owner*, requesting that the *Contractor* provide pricing for a change to the scope of the *Work*. Authorization of the *Contemplated Change Order* is formalized by a *Change Order* prior to the *Work* proceeding.

Fair Wage Policy
Fair Wage Policy means the City of Hamilton's Fair Wage Policy and Fair Wage Schedule available on the City of Hamilton's website at: https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/fair-wage-policy-fair-wage-schedule

Final Completion of the Work
Final Completion of the Work shall have been reached when the *Work* has previously been deemed substantially performed as defined in these *Contract Documents*, and all deficiencies and incomplete *Work* have been completed and certified by the *Consultant*, prior to the release of final holdback monies on the *Project*.

Force Majeure
Force Majeure means a delay in the performance of the services occurring other than as a result of the deliberate act or negligence of either party respectively, and which:

(1) could not have been reasonably foreseen, and
(2) was caused by an event beyond the reasonable control of each party respectively, and
(3) for the sake of greater certainty, shall include any one or more of the following:
    (i) acts of God, His Majesty the King or His enemies;
    (ii) civil war, insurrections or riots;
    (iii) fires, floods, explosions, earthquakes, or serious accidents;
    (iv) unusually severe weather, epidemics, or quarantine restrictions;
    (v) governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities;
    (vi) fuel shortages or freight embargoes;
    (vii) strikes or labour troubles causing cessation, slowdown, interruption of work or other similar events relating to a person other than the *Contractor* (or any *Subcontractor*) or to the *Owner*.

Financial difficulties experienced by the *Contractor* will not be considered an occurrence of a *Force Majeure* under the *Contract*.

Form of Tender
Form of Tender means the City's forms entitled Form of Tender and Schedule of Prices and any other documents that were supplied as part of the request for tenders/request for proposals for the *Contract*, and were completed and submitted by the *Contractor* back to the *Owner*.

Governmental Authority
Governmental Authority means any federal, provincial, or municipal government and any agency, authority, body, board or commission established by any of them. It includes the police and fire departments.

Governmental Consent
Governmental Consent means any license, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval, or authority to be issued or provided by, or written contract between the *Owner* and a *Governmental Authority*.

Overhead Costs
Overhead Costs means those costs that cannot be attributed to a single task of *Work* and are exclusive of *Construction Costs*, *Value Added Taxes*, and profit. *Overhead Costs* include both general and administrative costs of the *Contractor* or *Subcontractor* together with any and all *Project* specific or office costs of the *Contractor* or *Subcontractor*. Without limiting the generality of the foregoing, *Overhead Costs* include costs associated with general conditions, administration, head office, field office, management, supervision, coordination, scheduling, purchasing, security, health and safety, general labour, accommodation, subsistence, travel, storage, inventory, loading and unloading, computers and electronics, software, printing, general tools and equipment, standby costs and charges, vehicles, engineering, drafting, shop drawings, submittals, surveying, temporary facilities, traffic control, fire safety, sanitation, site clean-up, utilities and services, controls, insurance, bonding, heating, winterization, permits, inspection, regulatory fees, mobilization, demobilization, and other costs of a similar reasonable nature.

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

Request for Information (RFI)
Request for Information ("RFI") means a standard document typically issued by the *Contractor* to the *Consultant*, requesting a clarification of the scope of *Work* provided in the *Contract Documents*. The response to the RFI typically results in a formal *Supplemental Instruction* where there is no modification of the original scope of the *Work*, or a *Contemplated Change Order* from which the *Contractor* may provide pricing for the revision to the original scope of the *Work*.

Substantial Performance Date
Substantial Performance Date means the date by which the *Contractor* shall attain *Substantial Performance of the Work* as specified in Article A-1 – THE WORK.

Statutory Declaration
Statutory Declaration means the form of the statutory declaration to be delivered by the *Contractor* upon applications for progress payment, release of holdback and final payment, being CCDC 9A – 2001 Statutory Declaration (latest edition available)."

SC 4. GC 1.1 CONTRACT DOCUMENTS

1. Delete subparagraph 1.1.4 in its entirety.

2. Delete subparagraph 1.1.5.1 in its entirety and replace with the following:

".1 the order of priority of documents, from highest to lowest, shall be

- *Change Orders* and/or *Change Directives*
- the executed Agreement between the *Owner* and the *Contractor*
- detailed *Contract Price* breakdown or Lump Sum Schedule Breakdown
- the *Form of Tender* as approved and accepted by the *Owner*
- Addenda, as issued
- Special Provisions
- *Project* specific Supplementary Conditions
- Supplementary Conditions to Contract CCDC 2-2020
- Definitions
- the General Conditions of the Stipulated Price Contract
- the *Specifications*
- *Drawings"*

3. Delete "and shall remain the *Consultant's* property" from the first sentence of paragraph 1.1.10 and replace with the following:

"are not the *Contractor's* property"

SC 5. GC 1.2 LAW OF THE CONTRACT

1. Add new paragraphs 1.2.2 and 1.2.3 as follows:

"1.2.2 The *Contractor* agrees that:

.1 any action or proceeding relating to the *Contract* shall be brought in a court of competent jurisdiction in the City of Hamilton and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that court;

.2 it irrevocably waives any right to and will not oppose any action or proceeding relating to the *Contract* on any jurisdictional basis, including forum non conveniens; and

.3 it will not oppose in any other jurisdiction, the enforcement against it, of any judgment or order duly obtained from a Hamilton court as set out above.

1.2.3 The *Contractor* shall comply with all municipal by-laws as they pertain to the City of Hamilton in respect of the operation of the *Contractor*'s business and the *Work*. Further, the *Contractor* shall, at all times that the *Contract* is in effect and upon request of the *Owner*, provide proof of compliance satisfactory to the *Owner*, at the *Contractor's* own cost. If the *Contractor* fails to do any of the foregoing, the *Contractor* shall be considered to be in default of the *Contract* in accordance with GC7.1.2 and the *Owner* shall be entitled at its sole discretion to terminate the *Contract* and to pursue any other legal recourse the *Owner* deems appropriate."

SC 6. GC 1.3 RIGHTS AND REMEDIES

1. Add to the beginning of paragraph 1.3.2, the following:

"Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1,"

2. Add new paragraph 1.3.3 as follows:

"1.3.3 All rights and remedies of the parties for any breach by the other party of its obligations under the *Contract* shall be cumulative and not exclusive or mutually exclusive alternatives, may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the non-breaching party under the *Contract* or otherwise at law or in equity or by statute."

SC 7. GC 1.4 ASSIGNMENT

1. Delete paragraph 1.4.1 in its entirety and replace with the following:

"1.4.1 The *Contractor* shall not assign the *Contract*, or any portion thereof, without the prior written consent of the *Owner*, which consent may not be unreasonably withheld. The *Owner* shall be entitled to assign the *Contract* to any person or other entity (the "Assignee"). Upon the assumption by the Assignee of the *Owner*'s obligations under the *Contract*, the *Owner* shall be released from its obligations arising under the *Contract*."

2. Add new paragraph 1.4.2 as follows:

"1.4.2 Neither the use of one or more *Subcontractors* to carry out part of the *Work*, nor the assignment of the whole or of any part of the *Contract* or the *Work* to be done under it shall relieve the *Contractor* of its obligations and liability to the *Owner*."

SC 8. GC 1.5 MUNICIPAL CONFLICT OF INTEREST

1. Add new general condition GC 1.5 MUNICIPAL CONFLICT OF INTEREST as follows:

"GC 1.5 MUNICIPAL CONFLICT OF INTEREST

1.5.1 The *Owner* may terminate the *Contract* where the *Contractor* is in contravention with the *Owner*'s Procurement Policy with respect to conflict of interest."

SC 9. GC 1.6 ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING

1. Add new general condition GC 1.6 ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING as follows:

"GC 1.6 ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING

1.6.1 The *Contract Documents* (including all properly authorized *Change Directives* and *Change Orders*) constitute the entire *Contract* between the parties. Each of the parties,

.1 acknowledges that it is not relying upon any representation, warranty, promise, instruction, advice or information received from the other party or from any employee or agent of the other party, except as set out in the *Contract Documents*;

.2 shall not rely at any time in the future on any representations, warranty, instruction, advice or information purportedly received from the other party or any employee or agent of the other party, except as set out in a properly authorized *Change Order*, *Change Directive* or in an amendment as provided under this section.

1.6.2 The *Contract* shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to the *Contract* shall be in writing and shall be signed by both parties, provided that any such amendment may be executed in counterpart form."

SC 10. GC 1.7 NON-DISCLOSURE AND NO COMMENT

1. Add new general condition GC 1.7 NON DISCLOSURE AND NO COMMENT as follows:

"GC 1.7 NON-DISCLOSURE AND NO COMMENT

1.7.1 The *Contractor* shall not disclose details relating to the *Contract*, *Work* or *Project* to any outside person not engaged in activities relating to the *Contract*, *Work* or *Project*, and shall restrain its employees from giving unauthorized information with respect thereto.

1.7.2 The *Contractor* shall refer all inquiries from whatever source relating to the works to be undertaken within the scope of the *Contract* to the *Consultant*."

SC 11. GC 1.8 OWNER'S ACCESS TO SITE

1. Add new general condition GC 1.8 OWNER'S ACCESS TO SITE as follows:

"GC 1.8 OWNER'S ACCESS TO SITE

1.8.1 The *Owner* shall have the right to enter and occupy the *Place of the Work* in whole or in part, for the purpose of placing fittings and equipment or for other uses before the issuance of the certificate of the *Substantial Performance of the Work*, where in the opinion of the *Consultant*, such entry and occupancy will not interfere unreasonably with the *Contractor*'s delivery of the *Work*.

1.8.2 Notwithstanding paragraph 1.8.1, the parties agree that during the term of the *Contract*, the *Owner* may inspect any and all aspects of the *Project*, at all reasonable times, for the purpose of ensuring that the *Contractor* is carrying out the *Work* and other obligations in accordance with the *Contract*."

SC 12. GC 1.9 PATENTS AND OTHER INTELLECTUAL PROPERTY

1. Add new general condition GC 1.9 PATENTS AND OTHER INTELLECTUAL PROPERTY as follows:

"GC 1.9 PATENTS AND OTHER INTELLECTUAL PROPERTY

1.9.1 Where the *Work* or *Project* to be carried out requires the installation or use of any patented or other protected intellectual property,

.1 belonging to the *Contractor*, the *Contract Price* shall be deemed to include the grant of a perpetual license from the *Contractor* to the *Owner* to make use of that intellectual property;

.2 belonging to any other person, the *Contractor* shall obtain and assign to the *Owner* a perpetual license from the owner thereof entitling the *Owner* to make use of that

intellectual property, and the cost thereof shall be deemed to be included in the *Contract Price*."

SC 13. GC 2.1 AUTHORITY OF THE CONSULTANT

1. Delete from the end of paragraph 2.1.2, the following:

   ", the *Consultant* and the *Contractor*"

SC 14. GC 2.2 ROLE OF THE CONSULTANT

1. Add to the beginning of subparagraph 2.2.4 the following:

   "After receipt of the *Contractor*'s invoices for payment,"

2. Delete from the beginning of paragraph 2.2.6, the following:

   "Except with respect to GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,"

3. Add to the end of paragraph 2.2.9, the following:

   "and not more than forty-eight (48) hours after receipt of the written query unless otherwise agreed to by the parties."

4. Add after "with reasonable promptness" in paragraph 2.2.12, the following:

   "but not more than five (5) *Working Days* after receipt of a written Request for Information from the *Contractor*"

5. Add after ", the *Consultant* does not guarantee" in the second sentence of paragraph 2.2.16, the following:

   "to the *Contractor*"

6. Add to the end of paragraph 2.2.17, the following:

   "The *Consultant* shall ensure that all such warranties and documents submitted for approval and for the *Owner's* records are in accordance with the *Contract Documents* prior to the documents being forwarded."

7. Delete from paragraph 2.2.18, the following:

   "against whom the *Contractor* makes no reasonable objection and"

8. Add new paragraph 2.2.19 as follows:

"2.2.19 The *Consultant* will provide the *Contractor* in writing with bench marks and points of reference to be used by the *Contractor* in setting out the *Work*. The *Owner* will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the *Contractor* will do its own setting out. The setting out by the *Contractor* shall include but shall not be limited to the preparation of grade sheets, the installation of centre lines stakes, grades stakes, offsets and site rails."

SC 15. GC 2.3 REVIEW AND INSPECTION OF THE WORK

1. Add to end of paragraph 2.3.2, the following:

"Reasonable notice shall not be less than twenty-four (24) hours prior to the testing and inspection."

2. Add after "inspection reports relating to the *Work*" in paragraph 2.3.3, the following:

", and in any event no later than two (2) *Working Days* from the date of the inspection"

SC 16. GC 2.4 DEFECTIVE WORK

1. Add after "failing to conform to the *Contract Documents"* in paragraph 2.4.1, the following:

"at the *Contractor*'s expense"

2. Add new paragraphs 2.4.1.1, 2.4.1.2 as follows:

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

2.4.1.2 The *Contractor* shall prioritize and schedule the correction of any defective *Work* which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*."

SC 17. GC 3.1 CONTROL OF THE WORK

1. Add after "construction means, methods, techniques," in paragraph 3.1.2, the following:

"schedule,"

2. Add new paragraph 3.1.3, as follows:

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

SC 18. GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

1. Delete subparagraphs 3.2.2.1, 3.2.2.3 and 3.2.2.4 in their entirety.

2. Add to the end of subparagraph 3.2.2.2, the following:

   "; the *Contractor* acknowledges that, if the *Owner* does not enter into any other contracts for the Project, the *Contractor* is the "constructor" and the "employer" within the meaning of the *Occupational Health and Safety Act (Ontario)* and the *Contractor* undertakes to carry out the duties, obligations and responsibilities of the constructor and the employer with respect to the *Project*. In the event that the *Owner* enters into more than one contract for the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* agrees to fulfill all of the duties, obligations and responsibilities required under the *Occupational Health and Safety Act (Ontario)*. Without restricting the generality of any other term or condition in the *Contract,* the *Contractor* shall indemnify and hold harmless the *Owner* from any liability for claims, damages or penalties, including reasonable legal fees to defend any offences, arising from the *Contractor's* failure to comply with the duties, responsibility and obligations of the constructor and the employer under the *Occupational Health and Safety Act (Ontario)."*

3. Delete from the subparagraph 3.2.3.2, the following:

   "that are identified in the *Contract Documents*"

4. Add new subparagraph 3.2.3.5 as follows:

   "3.2.3.5 Subject to General Condition 6.1.1 Owners Right to Make Changes and GC 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the *Owner's* own forces and for other contractors performing work within the construction site limits identified in the *Contract Documents*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor as that term is defined in the *Occupational Health and Safety Act."*

SC 19. GC 3.4 CONSTRUCTION SCHEDULE

1. Delete paragraph 3.4.1 in its entirety and replace with the following:

   "3.4.1 The *Contractor* shall:

   .1 prior to the first application for payment, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents.* The *Contractor* shall employ construction scheduling software, where required by the *Specifications,* that permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the

construction schedule submitted by the *Contractor* shall become the baseline construction schedule, and any errors or omissions within that construction schedule not captured by the *Owner* and or *Consultant* as part of schedule acceptance does not alleviate the *Contractor* of their responsibility to meet the *Contract Time* and the *Contractor* shall be required to make the necessary corrections to the schedule immediately to comply with the *Contract Time*;

.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the *Owner* pursuant to GC 3.4 - CONSTRUCTION SCHEDULE;

.3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant to GC 3.4 - CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and

.4 if, after applying the expertise and resources required under subparagraph 3.4.1.2, the *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.4.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 of the General Conditions - CHANGES IN THE WORK."

2. Add new paragraphs 3.4.2, 3.4.3, 3.4.4, 3.4.5, 3.4.6, 3.4.7, 3.4.8, 3.4.9 and 3.4.10 as follows:

"3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with GC 6.5 – DELAYS.

3.4.3 Where a *Force Majeure* occurs, the *Consultant* shall determine the number of days (if any) to be allowed by reason thereof for the *Substantial Performance of the Work*.

3.4.4 An extension of time may be granted under this section by the *Consultant* where in the *Consultant's* reasonable opinion it is appropriate in all of the circumstances to do so;

.1 by reason of the occurrence of a *Force Majeure*;

.2 by reason of a *Change Directive* or *Change Order*;

.3 where the *Owner*, for any reason, directs that *Work* be discontinued; provided that,

(1) an extension under subparagraph 3.4.4.1 shall not entitle the *Contractor* to any additional payment; and

(2) any other extension shall entitle the *Contractor* to additional overhead costs only to the extent that the *Consultant* is satisfied that such costs will increase by reason of the extension.

3.4.5 Any extension of time so granted shall not exceed the amount that is reasonably required. Requests for extension will be evaluated collectively, rather than on an individual *Change*

Directive or *Change Order* basis, provided that the collective evaluation shall not be less frequently than at least once per quarter. There is no presumption that the time required to carry out a *Change Directive* or *Change Order* will necessarily extend the date of the *Substantial Performance of the Work* by the same length of time. Instead, the *Consultant* shall make an independent determination of whether an extension is required.

3.4.6 An extension of time under this section shall be for such time as the *Consultant* may prescribe as being fair and reasonable and the *Consultant* shall fix the terms on which the said extension may be granted.

3.4.7 An application for an extension of time as herein provided shall be made in writing by the *Contractor* to the *Consultant* through the *Change Order* process.

3.4.8 Any additional time granted for the completion of the *Contract* will be conditional upon the *Contractor* providing the *Owner* with evidence that all insurance, bonds or other securities, furnished to the *Owner* by the *Contractor*, have been increased and, if necessary, extended beyond the limit of the time extension.

3.4.9 Any extension of time that may be granted to the *Contractor* shall be so granted and accepted without prejudice to any rights of the *Owner* whatsoever under the *Contract* and all of such rights shall continue in full force and effect after the time limited in the *Contract* for the completion of the *Work*, and whenever in the *Contract* power and authority is given to the *Owner* or the *Consultant* or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the *Contractor* in respect of the *Work* or *Contract*, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the *Contract* for the completion of the *Work* but also in the event of the same happening after the time so limited in the case of the *Contractor* being permitted to proceed with the execution of the *Work* under an extension of time granted by the *Consultant*. In the event of the *Consultant* granting an extension of time, time shall continue to be deemed of the essence with respect to that extension.

3.4.10 Due to the time constraints regarding the *Project*, the *Contractor* shall maintain rigorous control of all elements of the *Work* for which the deadlines are indicated in the *Contract Documents*."

SC 20. GC 3.5 SUPERVISION

1. Delete paragraph 3.5.1 in its entirety and replace with the following:

"3.5.1 The *Contractor* shall furnish a competent and adequate staff, who shall be in attendance at the *Place of the Work* at all times, as necessary, for the proper administration, co-ordination, supervision and superintendence of the *Work*; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the *Work*, and keep an adequate force of skilled workmen on the job to complete the *Work* in accordance with all requirements of the *Contract Documents.* The appointed representatives shall not be changed except for valid reasons, at no additional cost to the *Owner*, and upon the *Contractor* obtaining the *Owner's* written consent, which consent

will not be unreasonably withheld. Further, the *Contractor* shall not employ or continue to employ on the *Work* anyone to whom the *Owner* may reasonably object."

2. Add new paragraphs 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8 and 3.5.9 as follows:

"3.5.3 The *Contractor* shall at all times have at the *Place of Work*, a full-time and competent construction superintendent who shall be capable of reading and thoroughly understanding plans and specifications and of adequately communicating with the *Consultant* and its representatives and who also must be thoroughly experienced in the type of *Work* being performed, and who shall be the recipient of all instructions from the *Consultant* or its authorized representatives. No work of any kind shall be carried out by the *Contractor* or its *Subcontractors* during prolonged absence of the construction superintendent.

3.5.4 The construction superintendent shall have full authority to execute the orders or directions of the *Consultant* without delay, and to promptly provide such materials, equipment, tools, labour and incidentals as may be required. The *Contractor* shall provide a superintendent regardless of the amount of *Work* subcontracted.

3.5.5 The *Contractor* shall provide the *Consultant* with the telephone and the address of its appointed representative(s), who could be contacted on matters relating to the *Contract*, (e.g. urgent messages or emergencies), and who shall be available within reasonable notice, twenty-four (24) hours a day, seven (7) days a week, on matters relating to the *Contract*.

3.5.6 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve incompetent or disorderly conduct or conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement at no additional cost to the *Owner*.

3.5.7 The *Contractor* shall cause each *Subcontractor* at all times while the *Work* is being carried out, to have a fully competent supervisor at the *Place of the Work*, who is thoroughly familiar with all aspects of the *Project* for which that *Subcontractor* is responsible.

3.5.8 The superintendent shall not be employed in any other capacity at the *Place of Work*. Where it is necessary to employ a superintendent in some other capacity, the *Consultant* shall approve the extent to which a labour time charge may be claimed by the *Contractor* or a *Subcontractor* in respect of that superintendent.

3.5.9 The *Contractor* acknowledges that the replacement of the construction superintendent or project team members will have significant impacts on the *Project* schedule and quality of the *Work*; therefore, all measures will be taken by the *Contractor* in order to maintain the original team assigned to the *Project*. Replacement of any team members will result in a possible delay to the *Project* and will be the responsibility of the *Contractor* to make-up any such delays."

SC 21. GC 3.6 SUBCONTRACTORS AND SUPPLIERS

1. Add to the end of paragraph 3.6.2, the following:

"Failure on the part of the *Contractor* to indicate in writing such *Subcontractors* and *Suppliers* to the *Owner*, shall be deemed to be a failure or refusal to enter into the *Contract*."

2. Add to the end of paragraph 3.6.4, the following:

"at the discretion of the *Consultant.*"

3. Add new paragraph 3.6.7 as follows:

"3.6.7 The *Contractor* shall not change any of the *Subcontractors* or *Suppliers* proposed by the *Contractor* in writing and accepted by the *Owner* at the signing of the *Contract* without the *Owner's* written consent or execute any subcontracts for the performance of the *Work* without the *Owner's* prior written consent."

SC 22. GC 3.7 LABOUR AND PRODUCTS

1. Add new paragraphs 3.7.4, 3.7.5, 3.7.6, 3.7.7, 3.7.8, 3.7.9, 3.7.10, 3.7.11, 3.7.12, 3.7.13, 3.7.14 and 3.7.15 as follows:

"3.7.4 The cost for overtime required beyond the normal *Working Day* to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or work that the *Contractor* elects to perform at overtime rates without the *Owner* or the *Consultant* requesting it shall not be chargeable to the *Owner* and shall be at the sole cost and expense of the *Contractor*.

3.7.5 The *Contractor* shall comply with all requirements set out in the *Fair Wage Policy*. The *Owner* has adopted the *Fair Wage Policy*, respecting contractors and subcontractors that must be adhered to on this *Project*.

3.7.6 The *Contractor* shall comply in all respects with the *Fair Wage Policy* and is fully responsible for ensuring that all of its *Subcontractors* also comply in all respects with the *Fair Wage Policy*.

3.7.7 All workers employed by the *Contractor* and its *Subcontractors* in connection with the *Work* or *Project* shall be paid or provided with wages, benefits and hours of work in accordance with the *Fair Wage Policy* which were in effect on the date of the closing of the request for tenders/request for proposals for the *Contract*.

3.7.8 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination of the *Products* or other person or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner* within the *Contract Documents*.

3.7.9 The *Contractor* shall neither permit nor allow underaged persons contrary to *Applicable Laws*, the introduction or use of alcoholic beverages or illegal narcotics on or about the *Place of the Work*.

3.7.10 At the request of the *Owner* or *Consultant*, the *Contractor* shall remove from the *Place of the Work*, any person (whether employed on the *Work* or not) who, in the opinion of the *Owner* or *Consultant*, is incompetent, intoxicated or otherwise impaired, or who is conducting himself (or herself) improperly, and the *Contractor* shall not permit any such person to remain on the *Place of the Work*, nor to return to the *Place of the Work* without the written approval of the *Owner* or *Consultant* as the case may be.

3.7.11 Where required by the *Consultant*, the *Contractor* shall furnish a complete written statement of the origin, composition and manufacture of all materials to be supplied by them, and shall furnish samples thereof for testing purposes, if so instructed by the *Consultant*.

3.7.12 The *Consultant*'s approval of changed materials shall not be considered as waiver of objection to the *Work* or materials at any subsequent time due to their failure to conform to the *Specifications*.

3.7.13 The *Contractor* shall furnish for the *Consultant*'s approval, such material tests, mock-ups, mix designs and tests of items and/or materials manufactured or fabricated off the *Place of the Work* as the *Consultant* may reasonably request.

3.7.14 Specified product by name, trade or company is regarded as the standard of quality required by the *Specifications*. No substitution shall be made by the *Contractor* without the prior written approval of the *Owner*.

3.7.15 By-law 07-170 (City of Hamilton Licensing Code) as amended from time to time, regulates the trade licensing process in Hamilton. The By-law regulates all businesses of plumbing, heating, ventilation and air-conditioning, drain laying and building repair. The City of Hamilton's Standards & Licensing Section is responsible for the licensing of contractors and masters. Licenses are issued to contractors and masters working in the above noted trades."

SC 23 GC 3.8 SHOP DRAWINGS

1. Delete the word "and" in subparagraph 3.8.3.2 and add the word "and" to the end of subparagraph 3.8.3.2.

2. Add new subparagraph 3.8.3.3 as follows:

".3 the *Contractor* shall ensure completeness and accuracy of all *Shop Drawings* in accordance with *the Contract Documents."*

3. Add new paragraphs 3.8.8, 3.8.9, 3.8.10, 3.8.11 and 3.8.12 as follows:

"3.8.8 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.8.9 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant.*

3.8.10 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.8.11 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.8.12 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents,* unless otherwise directed by the *Consultant.* The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*."

SC 24. GC 3.9 DOCUMENT REVIEW

1. Add new general condition GC 3.9 DOCUMENT REVIEW as follows:

"GC 3.9 DOCUMENT REVIEW

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

1.9.2 The *Contractor* shall follow the procedures as set forth in the *Contract Documents*. All requests are to be formal, written, and tracked, beginning with a *Request for Information* from the *Contractor*. If the *Request for Information* results in a change to the *Work* as specified in the *Contract Documents*, the *Consultant* will then issue a written request for *Change Order*, as set forth in GC 6 - CHANGES IN THE WORK.

1.9.3 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, through a *Request for Information*. The *Contractor* shall not proceed with the work until the *Consultant* has responded to the *Request for Information*, and in dealing with such error, inconsistency or omission the *Contractor* shall co-operate with the *Owner* and the *Consultant* in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the *Contract Price* or delay in the progress of the *Work*. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions."

SC 25. GC 3.10 DOCUMENTS AT THE SITE

1. Add new general condition GC 3.10 DOCUMENTS AT THE SITE as follows:

"GC 3.10 DOCUMENTS AT THE SITE

3.10.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*."

SC 26. GC 3.11 USE OF THE WORK

1. Add new general condition GC 3.11 USE OF THE WORK as follows:

"GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

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

SC 27. GC 3.12 CUTTING AND REMEDIAL WORK

1. Add new general condition GC 3.12 CUTTING AND REMEDIAL WORK as follows:

"GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the *Work*."

SC 28. GC 3.13 CLEANUP

1. Add new general condition GC 3.13 CLEANUP as follows:

"GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

3.13.4 The *Owner* shall have the right to set-off the cost of cleaning to the *Contractor* if it is not done within twenty-four (24) hours of written notice to clean and the *Owner* shall have the right to set-off the cost of damage to the *Place of the Work* caused by the *Contractor's, the Subcontractor's* or the *Supplier's* transportation in and out of the *Place of the Work* if not repaired within five (5) *Working Days* of written notice to repair or before final payment, whichever is earlier.

3.13.5 All material delivered to the *Place of the Work* shall be neatly stored or contained upon delivery only in areas as approved by the *Owner* or the *Consultant* and shall be secured and remain in the *Contractor's* control until installed.

3.13.6 The *Contractor* shall legally dispose forthwith of any debris and surplus material accumulated at the *Place of the Work*, and where requested, the *Contractor* shall provide to the *Consultant* a true copy of the original certificate approval from a waste management system and a true copy of the original certificate of approval from the place of disposal for all debris and surplus material disposed of by the *Contractor* under the *Contract*."

SC 29. GC 3.14 PERFORMANCE BY CONTRACTOR

1. Add new general condition GC 3.14 PERFORMANCE BY CONTRACTOR as follows:

"GC 3.14 PERFORMANCE BY CONTRACTOR

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

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

.1 the personnel it assigns to the *Project* are appropriately experienced;
.2 it has a sufficient staff of qualified and competent personnel to replace any vacancy, subject to the *Owner's* approval, resulting from death, incapacity, removal or resignation; and
.3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*."

SC 30. GC 3.15 SECURITY

1. Add new general condition GC 3.15 SECURITY as follows:

"GC 3.15 SECURITY

3.15.1 The *Contractor* is responsible to provide and maintain the *Place of the Work* in a secure manner, free from public access, trespassing, or vandalism. This provision is to be maintained on a twenty-four (24) hours per day, seven (7) days per week basis and may require such items as fencing, hoarding, lighting, security guards or systems, and security cameras."

SC 31. GC 4.1 CASH ALLOWANCES

1. Add after "*Contractor's*," in paragraph 4.1.2, the following:

*"*and *Subcontractor's"*

2. Add new paragraph 4.1.8 as follows:

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

SC 32. GC 4.2 CONTINGENCY ALLOWANCE

1. Add new paragraphs 4.2.5 and 4.2.6:

"4.2.5 Any contingency allowance specified in the *Contract Documents*, the *Owner*'s Council resolution with respect to the *Contract*, or elsewhere, shall be deemed to be solely a budgetary authorization by the *Owner*. The *Contractor* shall have no right to draw upon any such contingency allowance for payment unless specifically authorized to do so by way of *Change Order*.

4.2.6 In the absence of a contingency allowance being shown on the *Contract Documents*, the *Contractor* is not to assume that there is one in place. The disclosure of any contingency allowances is at the discretion of the *Owner*."

SC 33. GC 4.3 PROVISIONAL AMOUNTS

1. Add new general condition GC 4.3 PROVISIONAL AMOUNTS as follows:

"GC 4.3 PROVISIONAL AMOUNTS

4.3.1 The *Contract Price* includes provisional items, if any, as stated in the *Contract Documents*.

4.3.2 The *Contractor* is not entitled to payment of any provisional items except for the extra or additional work carried out by the *Contractor*, as directed by the *Owner* and in accordance with the *Contract* and only to the extent of such extra or additional work and payment approved by the *Owner*.

4.3.3 The *Owner* reserves the right to delete from the *Contract Price* any of the provisional items identified in the *Form of Tender*, for credit at the price shown. All prices are inclusive of all duties and taxes applicable, except *Value Added Taxes*."

SC 34. GC 5.1 PROVISIONAL AMOUNTS

1. Delete GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety.

SC 35. GC 5.2 APPLICATIONS FOR PAYMENT

1. Add to the end of paragraph 5.2.1, the following:

   "Applications for payment shall be in accordance with the Construction Act and made by way of a *Notice in Writing* delivered by electronic communication, or as may be otherwise agreed, to both the *Consultant* and the *Owner*."

2. Add to the end of paragraph 5.2.3, the following:

   "The *Contractor* shall review with the *Consultant* and the *Owner*, at a scheduled time, the percentage of work completed for each item indicated in the schedule of values. This procedure shall be complied with for each application for payment prior to submitting the formal application for payment."

3. Delete paragraph 5.2.5 in its entirety and replace with the following:

   "The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error."

4. Delete paragraph 5.2.7 in its entirety and replace with the following:

   "Each application for payment shall meet the requirements of a "proper invoice" as defined in the *Construction Act* (Ontario) if the *Contractor* includes the following:
   - a statement based on the schedule of values, which statement shall include the *Contract* number, *Project* name and purchase order number;
   - breakdown of approved *Change Orders* and percentage completed of each;.
   - a *Statutory Declaration* as required by paragraph 5.2.9;
   - any other requirement that the *Construction Act* (Ontario) prescribes for a proper invoice; and

- evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5. Add to the end of paragraph 5.2.8, the following:

"Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS."

6. Add new paragraphs 5.2.9, 5.2.10, 5.2.11, 5.2.12, 5.2.13, 5.2.14 and 5.2.15, as follows:

"5.2.9 The *Contractor* must provide with each application of a proper invoice after the first, a *Statutory Declaration*, certifying that all accounts for all subcontract, construction machinery and equipment, materials, *Products*, labour and other indebtedness which may have been incurred by the *Contractor* and for which the *Owner* might in any way be held responsible have been paid in full or will be paid with the proceeds from such application for payment, except for amounts properly retained as holdback or as an identified amount in dispute.

5.2.10 After the first application for payment and with each subsequent application for payment the *Contractor* shall submit evidence of compliance with the applicable worker's compensation legislation at the *Place of the Work,* including payments due thereunder.

5.2.11 Subject to the *Construction Act* and all other *Applicable Laws*, the *Owner* will pay to the *Contractor* ninety percent (90%) of the amount shown on such application for payment, subject to any amount that is disputed, and where the *Owner* has received notice of a lien, an amount sufficient to satisfy the lien may be retained , less previous payments, less the amount of any liens or any written notice of a lien of which the *Owner* has notice, plus 25% for security for costs, less the maintenance security referred to in GC 12.3 – WARRANTY, and less any amounts that the *Owner* deems necessary to retain for its protection against claims or liabilities or for any claim or claims the *Owner* may have against the *Contractor* under the *Contract*, other contracts, or otherwise, and such payments shall not in any way be construed as, nor shall it constitute, an acceptance of all or any part of the *Work* or material under the *Contract*. Once the reason for the *Owner* being entitled to withhold payment of any amount has been rectified, the amount withheld due to that reason will be paid by the *Owner* to the *Contractor.*

5.2.12 Deviation or incomplete submissions with respect to the breakdown of approved *Change Orders* and percentage completed of each will require resubmission of the application for payment.

5.2.13 If any *Work* or item under the *Contract* is included by the *Contractor* in its progress claims as partially or fully completed, but it is not completed in accordance with *Drawings* or *Specifications*, or is not completed to the *Consultant*'s satisfaction, the *Consultant* shall omit the partial or total cost of such items from the certificates of payment and shall notify the *Contractor* in writing of its action and the reason for same, and shall withhold payments for such items, over, above and distinct from applicable construction lien holdbacks, until they are completed or corrected to its full satisfaction.

5.2.14 The *Consultant* and/or the *Owner* shall not be held responsible for any delays in payment due to a disagreement in the amounts shown by the *Contractor* on their payment application as submitted to the *Consultant* for review.

5.2.15 The *Contractor* shall not submit an application for payment between the period of December 14 to January 4, inclusive, in any year. The *Contractor* shall not submit an application for payment during any other reasonable period which the *Owner* advises the *Contractor* in writing due to downtime for payment system upgrades."

SC 36. GC 5.3 PAYMENT

1. Delete "10 calendar days" in subparagraph 5.3.1.1 and replace with "5 calendar days".

SC 37. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

1. Add to the beginning of paragraph 5.4.1:

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

2. Delete paragraphs 5.4.2 and 5.4.3 in their entirety.

3. Add new paragraph 5.4.2 as follows:

   "The prerequisites to attaining Substantial Performance includes but is not limited to the following:
   .1 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction
   .2 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover,* as required by the *Contract Documents*.
   .3 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents* .
   .4 Make available a copy of the as-built drawings completed to date on site.
   .5 Startup, testing required for immediate occupancy, as required by the *Contract Documents.*
   .6 Ability to secure access to the *Work* has been provided to the *Owner,* if required by the *Contract Documents."*

4. Add to the end of paragraph 5.4.4, the following:

   "and submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment,* and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way

be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute."

5. Add after "Where legislation" in subparagraph 5.4.5, the following:

"and the Contract"

SC 38. GC 5.5 FINAL PAYMENT

1. Delete paragraph 5.5.1 in its entirety and replace with the following:

"5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.2 and, for purposes of the *Construction Act*, the remaining *Work* is valued at more than $5,000. The *Work* shall be deemed not to be performed until all of the aforementioned documents have been delivered. Application for final payment shall be made by way of *Notice in Writing* and shall be delivered by electronic communication to both the *Consultant* and the *Owner*. Application for final payment shall meet the requirements of a "proper invoice" as set out in paragraph 5.2.7."

2. Delete "10 calendar days" in paragraph 5.5.2 and replace with "5 calendar days".

3. Delete "5 calendar days after the issuance of a final certificate for payment" in paragraph 5.5.4 and replace with "the deadline prescribed by the *Construction Act* (Ontario)".

4. Add new paragraph 5.5.5 as follows:

"5.5.5 Prior to the release of the holdback for finishing work under the *Construction Act*, the *Contractor* shall submit:

.1 *Contractor's* written request for release of the holdback, including a statement that no written notices of lien have been received by it;

.2 a *Statutory Declaration*; and

.3 a final Workplace Safety & Insurance Board Clearance Certificate."

SC 39. GC 5.6 WITHHOLDING OF PAYMENT

1. Delete "or if" in paragraph 5.6.1 and replace with "and where".

SC 40. GC 5.8 LIENS

1. Add new general condition GC 5.8 LIENS as follows:

"GC 5.80 LIENS

5.8.1 In the event that a construction lien arising from the performance of the *Work* is claimed, the *Contractor* shall, if requested, undertake the *Owner's* defence of any subsequent lawsuit commenced in respect of the lien at the *Contractor's* sole expense.

5.8.2 Without limiting any of the foregoing, the *Contractor* shall indemnify the *Owner* for all costs (including, without limitation, legal fees on a solicitor and client basis) it may incur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the *Owner* by any person that provided services or materials to the *Project* lands which constituted a part of the *Work*.

5.8.3 This GC 5.8 does not apply to construction liens claimed by the *Contractor*."

SC 41. GC 5.9 PAYMENT BY ELECTRONIC FUNDS TRANSFER

1. Add new general condition GC 5.9 PAYMENT BY ELECTRONIC FUNDS TRANSFER as follows:

"GC 5.9 PAYMENT BY ELECTRONIC FUNDS TRANSFER

5.9.1 The term "EFT" refers to electronic funds transfer and may also include the payment information transfer.

5.9.2 All payments by the *Owner* under the *Contract* shall be made by EFT as a direct deposit to a Canadian chartered bank, save and except where:

.1 the funds payable under the terms of the *Contract* are only payable in a single lump sum and not payable by installments or progress payments or otherwise than a single lump sum payment; or

.2 the *Owner* is unable to release one or more payments by EFT, in which case the *Contractor* shall agree to accept payment by cheque or some other mutually agreeable method of payment.

5.9.3 Mandatory Submission of the *Contractor*'s EFT Information

.1 The *Contractor* is required to provide the *Owner* with the information required for the *Owner* to make payment by EFT. A purchase order may not be issued to the *Contractor* without this requisite information.

.2 In the event that the EFT information changes, the *Contractor* shall be responsible for providing forthwith the updated information to the *Owner*.

.3 Where the *Contractor* provides changes to the EFT information more than once in a calendar year, the *Contractor* shall also pay any fee approved by the Council of the City of Hamilton for each additional change.

.4 If the EFT information changes after submission of correct EFT information, the *Owner* shall have thirty (30) calendar days within which to update the changed EFT information after its receipt by the designated officer to the extent payment is made by EFT.

5.9.4 Liability for Uncompleted or Erroneous Transfers

.1 If an uncompleted or erroneous transfer occurs because the *Owner* used the *Contractor*'s EFT information incorrectly, the *Owner* remains responsible for making a correct payment.

.2 If an uncompleted or erroneous transfer occurs because the *Contractor*'s EFT information was incorrect, or was revised within thirty (30) calendar days of the *Owner*'s release of the EFT payment transaction instruction, and

.3 Funds are no longer under the control of the *Owner*'s payment office, the *Owner* is deemed to have made payment and the *Contractor* is responsible for recovery of any erroneously directed funds and to comply with the Payment Legislation.

5.9.5 EFT and Timely Payment
A payment shall be deemed to have been made in a timely manner in accordance with the payment terms of the *Contract* if, in the *Owner*'s EFT payment transaction instruction released to its bank, the date specified for settlement of the payment is on or before the last date for due payment under the terms of the *Contract*, provided the specified payment date is a valid date when the *Owner's* bank is open for business.

5.9.6 Liability for Change of EFT Information by Financial Agent
The *Owner* is not liable for errors resulting from changes to EFT information provided by the *Contractor*'s financial agent."

SC 42. GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

1. Add new paragraph 6.1.3 as follows:

"6.1.3 The *Contractor* is not entitled to any compensation for loss or loss of anticipated profit as a result of the deletion of any major item or major part of an item."

SC 43. GC 6.2 CHANGE ORDER

2. Add after "in a form that can be reasonably evaluated" in subparagraph 6.2.1 and add "and is acceptable to the *Consultant".*

SC 44. GC 6.3 CHANGE DIRECTIVE

1. Delete subparagraph 6.3.6.3 in its entirety and replace with the following:

".3 The *Contractor's* fee shall be as specified in GC 6.7 - EXTRA WORK, CLAIMS PAYMENT FROM CONTINGENCY or as otherwise agreed by the parties."

2. Delete subparagraph 6.3.7 in its entirety and add the following:

"6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive:*

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* while directly engaged in the *Work* attributable to the change under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor* while directly engaged in the *Work* attributable to the change, for personnel

(1) stationed at the *Contractor's* field office, in whatever capacity employed;

(2) engaged in the preparation or review of *Shop Drawings,* fabrication drawings, and coordination drawings; or

(3) engaged in the processing of changes in the *Work;*

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, exclusive of hand tools, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts provided however that the cost included in such amounts shall be limited to the actual costs of the items described in this paragraph 6.3.7 changing "*Contractor*" to "*Subcontractor*" as necessary;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 incurred in relation to the performance of the *Work*;

.17 removal and disposal of waste products and debris; and

.18 safety measures and requirements not caused by the *Contractor* or anyone for whom it is responsible."

3. Delete paragraph 6.3.9 in its entirety and replace with the following:

"6.3.9 The *Contractor* shall keep full and detailed accounts and records, including all documents and invoicing from the *Contractor, Subcontractor* and *Supplier*, for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies upon submission of any claim for costs related to the *Change Directive* as included in an application for payment."

4. Add to the end of paragraph 6.3.10, the following:

"The *Contractor* shall include all pertinent documentation as back-up with any claims for additional *Contract Time* and/or increase in *Contract Price* to the *Consultant* for review and approval."

5. Add after "proposed adjustment in the *Contract Time* from paragraph 6.3.12, the following:

"and/or *Contract Price*"

SC 45. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. Add new paragraph 6.4.5 as follows:

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

SC 46. GC 6.5 DELAYS

1. Delete paragraph 6.5.1 in its entirety and replace with the following:

"6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner, Consultant* or anyone employed or engaged by the *Owner* directly, contrary to the provisions of the *Contract Documents,* then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor.* The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay, provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay."

2. Delete the words "Ready-for-Takeover" in paragraph 6.5.2 and replace with "Substantial Performance".

3. Add to the end of paragraph 6.5.2, the following:

", provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay."

4. Delete paragraph 6.5.3 in its entirety and replace with the following:

"6.5.3 If the *Contractor* is delayed in the performance of *Work* by *Force Majeure* then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor.* The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner, Consultant* or anyone employed or engaged by them directly, provided that the *Owner* shall in such instance, only be liable for reasonable costs incurred by the *Contractor* and shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay. Notwithstanding the foregoing, the *Contractor* shall use its best efforts to minimize the impact of such event upon the performance of the *Work* and *Contract Time.*

1. Subject to the foregoing, each party shall be excused from performance so long as the *Force Majeure* persists, and shall not be considered to be in default under this section, if and to the extent that its failure of, or delay in performance is due to that *Force Majeure*.
2. Where a *Force Majeure* remains in effect for more than ninety (90) calendar days, either party may terminate the *Contract* upon thirty (30) calendar days written notice to the other party, provided at the time when that notice is given the *Force Majeure* is then continuing.
3. While a *Force Majeure* subsists which prevents the *Contractor* from proceeding with the *Work* under the *Contract*, the *Owner* may engage an alternate contractor on an interim basis, and the *Work* and the *Contract Price* will be adjusted accordingly."

5. Add new paragraph 6.5.6 as follows:

"6.5.6 Where the *Project* is not totally completed within twenty (20) *Working Days* of the *Substantial Performance Date*, or at a time mutually agreed to by the parties, the *Owner* has the right to complete any remaining deficiencies or outstanding work and deduct the amount from monies that may be due or payable to the *Contractor."*

SC 47. GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

1. Add new paragraph 6.6.7 as follows:

"6.6.7 The *Owner* may make claims against the *Contractor* arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor's* failure to reasonably perform the *Work* in accordance with the terms and conditions of the *Contract*."

SC 48. GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY

1. Add new general condition GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY, as follows:

"GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY.

6.7.1 When a change in the *Work* is proposed or required, the *Consultant* may, on behalf of the *Owner*, issue a *Contemplated Change Order* to the *Contractor*. The *Contractor* shall upon receipt of a *Contemplated Change Order* promptly present to the *Consultant* a method of adjustment or, pursuant to paragraph 6.7.2, an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.7.2 When the *Contractor* submits an amount of adjustment in response to a *Contemplated Change Order* or a *Change Directive*, the following provisions shall apply:

.1 Where the scope of *Work* identified by the *Contemplated Change Order* or *Change Directive* involves an adjustment in the *Contract Price*, the *Contractor* shall express and calculate the adjustment in the form of a written quotation with supporting documentation, including documentation and detailed invoicing from *Subcontractors*, and *Suppliers*, acceptable to the *Consultant*, and to include an amount:

(1) representing the net change in *Construction Costs* of the *Work*, taking into account all credits and scope reductions resulting from the change;

(2) for *Overhead Costs* and profit calculated in accordance with paragraph 6.7.3; and,

(3) for *Value Added Taxes*.

.2 Where the scope of *Work* identified by the *Contemplated Change Order* or *Change Directive* involves an adjustment in the *Contract Time*, the *Contractor* shall express the number of *Working Days*, the reason and logic for the adjustment, and all the supporting documentation inclusive of a *Project* schedule identifying the impacted activities, their inter-relationship, and changes to the critical path.

.3 Notwithstanding any other provisions in the General Conditions or Supplementary Conditions of the *Contract*, it is the intention and agreement of the parties that the *Contractor's* submitted adjustment in *Contract Price*, if any, and the adjustment in *Contract Time*, if any, in response to a *Contemplated Change Order* or *Change Directive* shall be all-inclusive of any costs, claims, impacts, and liabilities of the *Contractor* and *Subcontractor*(s) whether known or unknown, direct or indirect, collective or cumulative.

.4 The *Consultant* and *Owner* are entitled to rely on the accuracy, completeness, and all-inclusive nature of the *Contractor*'s submitted adjustment(s), if any, in response to a *Contemplated Change Order* or *Change Directive*. Once a *Change Order* has been issued for the submitted adjustment(s) the *Contractor* shall not be entitled to any further claim or adjustment in the *Contract Price* or *Contract Time* associated, in part or whole, with the respective change.

6.7.3 Where an adjustment to the *Contract Price* and/or *Contract Time* is made for a change carried out by *Change Order* or *Change Directive*, the amount of *Overhead Costs* and profit for the *Contractor* and *Subcontractor* shall be calculated in accordance with the following provisions:

.1 Where a change in the *Work* is performed by the *Contractor's* own forces, *Overhead Costs* and profit shall not exceed an amount equal to 15% of the first $50,000.00 in additional *Construction Costs* and 5% thereafter;

.2 Where a change in the *Work* is performed by a *Subcontractor's* forces:

(1) The *Subcontractor's Construction Costs* for the change in the *Work* shall be all-inclusive to perform the change and be identified separate and apart from any

Value Added Taxes, *Overhead Costs*, or profit of the *Subcontractor* or *Contractor*.

(2) The *Subcontractor's Overhead Costs* and profit shall not exceed an amount equal to 15% of the first $50,000.00 in additional *Construction Costs* and 5% thereafter; and

(3) The *Contractor's Overhead Costs* and profit shall not exceed an amount equal to 10% of the first $50,000 in additional *Subcontractor Construction Costs* and 5% thereafter;

.3 Where a change in the *Work* is performed both by the *Contractor's* own forces and a *Subcontractor's* forces the *Overhead Costs* and profit shall be calculated separately in accordance with paragraph 6.7.3.1 and 6.7.3.2 as the case may be, as applied proportionately to the total amount of change in *Construction Costs* being done by the *Contractor* and *Subcontractor*."

SC 49. GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

1. Add before "OR TERMINATE THE CONTRACT" in the title of GC 7.1, the following:

   "SUSPEND THE WORK"

2. Delete "however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference" from subparagraph 7.1.5.3.

3. Delete paragraph 7.1.6 in its entirety.

4. Add new paragraphs 7.1.6, 7.1.7, 7.1.8, 7.1.9 and 7.1.10 as follows:

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

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

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

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

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

SC 50. GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. Delete "20 *Working Days*" in paragraph 7.2.2 and replace with the following:

   "ninety (90) *Working Days*"

2. Delete paragraph 7.2.3 in its entirety and replace with the following:

   "7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner,* with a copy to the *Consultant,* that the *Owner* is in default of the *Owner's* contractual obligations if:
   .1 subject to the other terms and conditions of the *Contract* the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, except where the *Owner* has a bona fide claim for set-off, or
   .2 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, confirms by written statement to the *Contractor* and the *Owner,* that sufficient cause exists."

3. Delete paragraph 7.2.4 in its entirety and replace with the following:

   "7.2.4 The *Contractor's Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within twenty (20) *Working Days* following the receipt of the *Notice in Writing,* the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* until the default is corrected*,* provided, however, that in the event of such suspension, the provisions of paragraph 7.1.10 shall apply. If the *Contractor's Notice in Writing* to the *Owner* was given pursuant to paragraph 7.2.3, then, ninety (90) *Working Days* after the delivery of the *Notice in Writing*, the *Contractor* may terminate the *Contract,* provided, however, that in the event of such termination, the provisions of paragraph 7.1.10 shall apply."

4. Delete paragraph 7.2.5 in its entirety and replace with the following:

"7.2.5. If the *Contractor* terminates the *Contract* **by giving a *Notice in Writing* to the *Owner*** under the conditions set out above, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special or consequential damages incurred."

SC 51. GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

1. Delete paragraphs 8.3.6, 8.3.7 and 8.3.8 in their entirety.

2. Add new paragraphs 8.3.6 and 8.3.7 as follows:

"8.3.6 When a dispute has not been resolved through negotiation or mediation, within ten (10) *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may give a *Notice in Writing* to the other party and to the *Consultant* inviting the other party to agree to submit the dispute to be finally resolved by arbitration, pursuant to provisions of the *Arbitration Act, 1991*. If the other party wishes to accept the invitation to submit the dispute to arbitration, it shall so indicate by the delivery of a responding *Notice in Writing* within ten (10) *Working Days* of receipt of the invitation. If, within the required times, no invitation is made or, if made, is not accepted, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties may agree to use.

8.3.7 The determination of a matter by an adjudicator under the *Construction Act* (Ontario) may be submitted to arbitration or the courts or other form of dispute resolution as provided in section 8.3.6 at any time."

SC 52. GC 9.1 PROTECTION OF WORK AND PROPERTY

1. Delete "property adjacent to the *Place of the Work*" in paragraphs 9.1.1 replace with the following:

"property adjacent, in the vicinity of or proximate to the *Place of the Work*"

2. Delete subparagraph 9.1.1.1 in its entirety and replace with the following:

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

3. Delete paragraph 9.1.2 in its entirety and replace with the following:

"9.1.2 Before commencing any work, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents* or reasonably apparent from the *Contract Documents*, or that are reasonably apparent from an inspection

of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1."

4. Delete "property adjacent to the *Place of the Work*" in paragraphs 9.1.3 and replace with the following:

"property adjacent, in the vicinity of or proximate to the *Place of the Work*"

5. Add new paragraph 9.1.5 as follows:

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

SC 53. GC 9.2 TOXIC OR HAZARDOUS SUBSTANCES

1. Delete paragraph 9.2.6 in its entirety and replace with the following:

"9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor."*

2. Delete subparagraph 9.2.7.4 in its entirety and replace with the following:

"9.2.7.4 indemnify the *Contractor* from and against claims, demands, losses, costs, damages, actions, suits or proceedings made, suffered or brought by third parties arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances for which the *Contractor* is not responsible under GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES at the *Place of Work*. This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 13.1 – INDEMNIFICATION or that otherwise exist respecting a person or party described in this paragraph."

3. Delete paragraph 9.2.8 in its entirety and replace with the following:

"9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work,* to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work,* the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1- PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and as a result of the delay

.4 indemnify the *Owner* as required by GC 13.1 - INDEMNIFICATION."

SC 54. GC 9.4 CONSTRUCTION SAFETY

1. Delete GC 9.4. in its entirety and replace with the following:

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

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

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

.2 a copy of the Notice of Project filed with the Ministry of Labour naming the *Contractor* as "constructor" under the *Occupational Health and Safety Act*.

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

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

admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

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

9.4.5 Without limiting any of the foregoing, prior to commencement of the *Work*, the *Contractor* shall have both a written occupational health and safety policy and program to implement that policy, and that all of its employees, *Subcontractors* and any other persons performing the *Work* shall be appropriately trained, licensed and certified, as required to perform the *Work*.

9.4.6 The *Contractor* and *Subcontractors* shall comply with the safety by-laws of the *Owner*, the *Employment Standards Act, Occupational Health and Safety Act* and all regulations thereunder, any other legislation governing construction or workplace safety, and all instructions issued by the *Consultant* or any inspector appointed by the Province of Ontario or City of Hamilton.

9.4.7 The *Contractor* shall be responsible for keeping the work free from trespassers and for protection of the work and the public from any loss or injury from commencement of the work to *Substantial Performance of the Work*.

9.4.8 The *Contractor* shall comply with all applicable occupational health and safety requirements in force during the time when *Work* is being carried out, and shall provide at the *Place of the Work*, such equipment and medical facilities as are necessary to furnish first aid to anyone who may be injured in connection with the *Work*.

9.4.9 Before commencing with any *Work*, the *Contractor*, the *Consultant* and the *Owner's* representative shall meet at the *Place of the Work*, and establish safe routes and routines for material deliveries, material storage locations, construction office location, and all other aspects of the execution of all *Work*.

9.4.10 The *Contractor* shall erect and maintain during construction, a dependable temporary fence, barricades, warning lights, and signage around the perimeter of the *Place of the Work*, all hazardous areas and excavations, and the *Consultant* may give reasonable directions to the *Contractor* as to the type and extent of the fence, barriers, warning lights, and signage needed.

9.4.11 The *Contractor* shall, at its own expense, shore up or otherwise securely support or protect any buildings, walls, fences, pavement, boulevards or other structures at the *Place of the Work*, and on the adjoining properties which may be endangered or which may cause injury during the *Work*, and in case of damage, disturbance or injuries to any such structures during and attributable, whether directly or indirectly, to any work under the *Contract*, or to any extra work entering into the *Contract*, the *Contractor* shall at its own expense, repair, rebuild or other wise make good all damage, injuries or disturbance to said structures and put all such structures in a condition the same as, or equal to, that existing previous to its beginning that work."

SC 55 GC 9.5 MOULD

1. Add to the end of subparagraph 9.5.2.3, the following:

"and incurred as a result of the delay"

2. Delete subparagraph 9.5.3.4 in its entirety and replace with the following:

"9.5.3.4 indemnify the *Contractor* from and against claims, demands, losses, costs, damages, actions, suits or proceedings made, suffered or brought by third parties arising out of or resulting from exposure to, or the presence of, mould for which the *Contractor* is not responsible under GC 9.5 – MOULD at the *Place of Work.* This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 13.1 – INDEMNIFICATION or that otherwise exist respecting a person or party described in this paragraph."

SC 56 GC 10.1 TAXES AND DUTIES

1. Add to the end of paragraph GC 10.1.2 the following:

"The *Contractor* must prove to the satisfaction of the *Owner* that the *Contractor* will not benefit in any way by reason of any increase to the *Contract Price*."

2. Add new paragraph 10.1.3 as follows:

"10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph."

SC 57 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

1. Add to the beginning of paragraph 10.2.5, the following:

"Subject to paragraph 3.4.1,"

SC 58 GC 10.3 PATENT FEES

1. Add before "hold the *Owner* harmless" in the second sentence of paragraph 10.3.1, the following:

   "indemnify and"

2. Add after "which was supplied to the *Contractor*" in paragraph 10.3.2, the following:

   "by the *Owne*r"

SC 59 GC 10.4 WORKERS' COMPENSATION

1. Add after the words "Prior to commencing the *Work*," in the first line of paragraph 10.4.1, the following:

   "and upon execution of the Agreement, again with each application for progress payment,"

2. Add new paragraph 10.4.2 as follows:

   "The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work.* At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*."

SC 60 GC 11.1 INSURANCE

1. Delete GC 11.1 INSURANCE in its entirety and replace with the following:

"GC 11.1 INSURANCE

11.1.1 The *Contractor* shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.

.1 Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than $5,000,000 per occurrence. If a policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. Coverage shall be included for injury/loss/damage, due to pollution arising from "hostile fires". To achieve the desired limit, Umbrella or Excess liability insurance may be used. Coverage shall be subject to the following:

(1) where the *Work* involves one or more of the following activities:

(i) the use of explosives for blasting;

(ii) vibration from pile driving or caisson work;

(iii) the removal or weakening of support of any property, building or land whether such support be natural or otherwise,

explosion, collapse and underground ("XCU") coverages shall be added by endorsement to the policy and noted on the certificate of insurance;

(2) where the *Work* provides for or contemplates the handling of asbestos, coverage shall not contain an asbestos exclusion and same shall be noted on the certificate of insurance. Alternatively, coverage may be provided under Contractors Pollution Liability Insurance providing coverage in an amount of not less than $1,000,000 per claim. Such Contractors Pollution Liability Insurance coverage shall remain in effect for 12 months following the completion of the *Work*.

(3) the policy shall include coverage for pollution from "hostile fires";

(4) unless otherwise approved by the *Owner*, the *Contractor's* deductible on the Commercial General Liability policy and, if applicable, Contractors Pollution Liability Insurance shall be not more than $100,000; and

(5) the insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period.

.2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $5,000,000 per occurrence for third party liability, in respect of the use or operation of vehicles owned, operated or leased by the *Contractor* for the performance of the *Work* under the *Contract*. The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period. To achieve the desired limit, Umbrella or Excess liability insurance may be used;

.3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than $2,000,000 per occurrence, in respect of vehicles not owned by the *Contractor*, that are used or operated on its behalf for the performance of the *Work* under the *Contract.* The insurance coverage shall remain in effect throughout the time that the *Contract* is in effect, including the warranty period. To achieve the desired limit, Umbrella or Excess liability insurance may be used;

.4 Builders Risk Insurance which covers the *Place of Work* for the full amount of the *Contract Price* plus the full value of any optional features or other options that the *Owner* elects to order (but the *Owner* may require insurance up to the amount of the replacement cost of any building or structure in, on, or upon which any *Work* is to be done under the *Contract*, where in the reasonable opinion of the *Owner* there is a sufficient risk of damage to the same). Such policy shall:

(1) apply to all risks of direct loss or damage (including theft and sinkhole) subject to the actual policy form;

(2) unless otherwise directed in writing by the *Owner*, or stipulated elsewhere herein, be in force and be maintained from the commencement date of the *Contract* until the day of issue of the certificate of *Substantial Performance of the Work;*

(3) apply to all *Products*, labour, equipment and supplies of every nature, the property of the *Owner* or *Contractor* or for which the *Owner* or *Contractor* may have assumed responsibility (whether on site or in transit), that is to be used in or pertaining to site preparation, and the erection, fabrication, construction, reconstruction, re-modeling or repair of any building, structure, other fixture or thing;

(4) include the installation, testing and any subsequent use of machinery and equipment, including boilers, pressure vessels or vessels under vacuum;

(5) include damage to the *Work* caused by an accident to or the explosion of any boiler or other pressure vessel or equipment forming part of the *Work*;
(6) include off-site storage, transit and installation risks;
(7) include flood and earthquake insurance;
(8) include coverage for loss of income, extra expense and/or expediting expense if such exposures exist;
(9) be subject to a waiver of coinsurance;
(10) permit use and occupancy of the *Project*, or any part thereof, where such use and occupancy is for the purposes for which the *Project* is intended upon completion;
(11) be endorsed to cover the interest of the *Owner* ;
(12) unless otherwise approved by the *Owner*, provide for a deductible of not more than $25,000; and
(13) provide that in the case of a loss or damage, payment shall be made to the *Owner* as their interest may appear. The *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurer. 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 a reasonable extension of *Contract Time.*

.5 Property Insurance with respect to loss or damage (including fire, theft, burglary, etc.) of the *Contractor's* own property and property in its care, custody and control, including its equipment, tools and stock, used in connection with the *Contract*.

11.1.2 All polices of insurance required under paragraph 11.1.1 shall,
.1 be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the *Owner*, that is licensed to carry on business in Ontario;
.2 be maintained continuously during the course of carrying out the *Work*, or for such period of time as may be required after completion of the *Work* as deemed necessary by the *Owner*;
.3 except in the case of standard form automobile liability insurance and non-owned automobile liability insurance, include the *Owner* named as an additional insured, to the extent of the *Contractor's* obligations to the *Owner* under the *Contract Documents*;
.4 contain cross liability and severability of interest provisions, as may be applicable;
.5 preclude subrogation claims against the *Owner* and any other person insured under the policy; and
.6 provide that at least 30 days prior written notice (15 days in the case of standard form automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the *Owner* by the insurer before the insurer or *Contractor* takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

11.1.3 The *Contractor* shall be responsible for deductible amounts under all of the policies of insurance required under paragraph 11.1.1.

11.1.4 The *Owner* reserves the right to require the *Contractor* to purchase such additional insurance coverage as the *Owner* may reasonably require. The *Owner* reserves the right to

request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, agreement value, industry standards, and availability of insurance, as the *Owner* may reasonably require from time to time. Where such a right is exercised by the *Owner,* the *Owner* will compensate the *Contractor* for any resulting increase in applicable insurance premiums only where the *Contractor* can establish to the satisfaction of the *Owner*, acting reasonably, that such increase in applicable insurance premiums for the insurance required pursuant to the *Contract* does not result from the actions or omissions, negligence, claims history or reassessment by the insurer of the insurable risk posed by the *Contractor*.

11.1.5 Any insurance coverage acquired under the *Contract* shall in no manner discharge, restrict or limit the liabilities assumed by the *Contractor* under the *Contract*. The dollar limit of insurance coverage shall not be limited to the *Contract Price*.

11.1.6 The *Contractor* shall pay all premiums on the policies as they become due provided that the *Owner* may pay premiums as they become due and deduct the amount thereof from monies due from the *Owner* to the *Contractor* should the *Contractor* fail to do so.

11.1.7 The *Contractor* shall deposit with the *Owner* such evidence of its insurance policies required under paragraph 11.1.1 at the time of execution of the Agreement and thereafter during the term of the *Contract*, no later than 20 *Working Days* prior to the renewal date of each applicable policy, a certificate of insurance originally signed by an authorized insurance representative confirming thereon relevant coverage information including but not limited to the *Contract* name and description, name of insurer, name of insurance broker, name of insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or at the *Owner's* election, a certified copy of the insurance policy or policies required under paragraph 11.1.1. The *Contractor* shall ensure that the certificate holder is identified on each certificate of insurance as the *Owner* at 71 Main Street West, Hamilton, Ontario L8P 4Y5, or at such other address as the *Owner* may advise in writing, and that all certificates, cancellation, nonrenewal or adverse change notices are mailed to that address.

11.1.8 The *Contractor* shall not do or omit to do anything that would impair or invalidate the insurance policies.

11.1.9 Delivery to and examination or approval by the *Owner* of any certificates of insurance or policies of insurance or other evidence of insurance does not relieve the *Contractor* of any of its indemnification or insurance obligations under the *Contract*. The *Owner* is not under a duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance, nor to advise the *Contractor* in the event such insurance coverage is not in compliance with the requirements set out in the *Contract*.

11.1.10 The *Contractor* shall promptly investigate claims reported to the *Contractor* by a third party or by the *Owner*. The *Contractor* shall make contact with the claimant within forty-eight (48) hours of the *Contractor's* receipt of notice of a claim. The *Contractor* shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) *Working Days* of

the notice. The *Contractor* shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the *Contractor* agrees to report the claim to its insurer for further review and response to the claimant. Should the *Contractor* fail to follow this procedure, the *Owner* may investigate and resolve such claims, and offset the resultant costs against any monies due to the *Contractor*, from time to time, under the *Contract."*

SC 61 GC 11.2 CONTRACT SECURITY

1. Add new general condition GC 11.2 CONTRACT SECURITY

"GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, upon execution of the Agreement, provide to the *Owner*:

.1 a performance bond , in an amount equal to 50% of the *Contract Price*, covering the performance of the *Contract,* including the warranty period and the *Contractor's* requirements with respect to the correction of deficiencies, excluding all extended warranties; and

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

11.2.2 The bonds referred to in paragraph 11.2.1 shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the Province of Ontario, using the prescribed forms set out in the *Construction Act*, and shall be maintained in good standing until the fulfillment of the *Contract,* including the warranty period."

SC 62 GC 11.3 CERTIFICATE OF STATUS

1. Add new general condition GC 11.3 CERTIFICATE OF STATUS as follows:

"GC 11.3 CERTIFICATE OF STATUS

11.3.1 The *Contractor* shall, upon execution of the Agreement, provide to the *Owner* a certificate of status from the Companies and Personal Property Security Branch of the Ontario Ministry of Government Services, or other ministry acceptable to the *Owner,* which indicates that the *Contractor* is an existing corporation and has not been dissolved."

SC 63 GC 12.1 READY-FOR-TAKEOVER

1. Delete subparagraphs 12.1.1.2 through to 12.1.1.8.

2. Delete subparagraph 12.1.2 in its entirety.

3. Add after the words "the *Work* is *Ready-for-Takeover*," in the subparagraph 12.1.3, "and where the *Consultant* requests"

4. Delete the word "comprehensive" in subparagraph 12.1.3 and replace with "updated".

SC 64 GC 12.2 EARLY OCCUPANCY BY THE OWNER

1. Delete GC 12.2 EARLY OCCUPANCY BY THE OWNER in its entirety.

SC 65 GC 12.3 WARRANTY

1. Delete paragraph 12.3.1 in its entirety and replace with the following:

   "Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Substantial Performance of the Work* has been attained, unless the *Contract Documents* otherwise provide."

2. Add to the beginning of paragraph 12.3.2, the following:

   "Subject to paragraph 3.14.1,"

3. Delete "one year" from paragraph 12.3.3.

4. Delete "one year" from paragraph 12.3.4.

5. Delete "one year warranty period as described in paragraph 12.3.1" from paragraph 12.3.6 and replace with the following:

   "warranty period"

6. Add new paragraphs 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15, 12.3.16, 12.3.17 and 12.3.18 as follows:

   "12.3.7 Any material or equipment requiring excessive servicing during the warranty period (or free maintenance period, if applicable) shall be considered defective and the warranty shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate. Where an extended warranty is provided beyond the warranty period, and any material or equipment requires excessive servicing during the first fifteen percent (15%) of the extended warranty period (or free maintenance period, if applicable) the material or equipment shall be considered defective and the extended warranty shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.

   12.3.8 The final payment certificate shall not relieve the *Contactor* from its responsibility under this GC 12.3 – WARRANTY.

   12.3.9 Following *Substantial Performance of the Work*, and without limiting the *Contractor's* warranty under this GC 12.3 WARRANTY, the *Contractor* shall assign to the *Owner*, to the extent assignable the benefit of all warranties and guarantees relating to the *Work*. The assignment shall expressly reserve the right of the *Contractor* to make any claims under such warranties and guarantees and such assignment shall in no way prejudice any rights of or benefits accruing to the *Contractor* pursuant to such warranties and guarantees.

12.3.10 The *Contractor* shall provide to the *Owne*r for the duration of the warranty period, a maintenance security the value of which shall be derived from the following table:

CONTRACT PRICE		**VALUE OF MAINTENANCE SECURITY $**
FROM $	**TO$**	
Less than $100,000.00		4 % of final *Contract Price*
$100,000.00	$499,999.99	$4,000.00 on first $100,000.00 + 3.0% on next $399,999.99
$500,000.00	$999,999.99	$16,000.00 on first $500,000.00 + 2.4% on next $499,999.99
$1,000,000.00	$1,999,999.99	$28,000.00 on first $1,000,000.00 + 2.2% on next $999,999.99
$2,000,000.00	$3,999,999.99	$50,000.00 on first $2,000,000.00 + 2.0% on next $1,999,999.99
$4,000,000.00	$5,999,999.99	$90,000.00 on first $4,000,000.00 + 1.8% on next $1,999,999.99
$6,000,000.00	$9,999,999.99	$126,000.00 on first $6,000,000.00 + 1.5% on next $3,999,999.99
$10,000,000.00 or Greater		$186,000.00 on first $10,000,000.00 + 1% on balance

12.3.11 The maintenance security, which is at no time a part of the statutory holdback, shall be retained by the *Owner* in increments from monies that would otherwise be payable to the *Contractor*, commencing during the latter part of the period of construction, so that by the date of *Substantial Performance of the Work* the full value of the required maintenance security has been retained.

12.3.12 Except as otherwise provided hereunder, the maintenance security, less any deductions made therefrom as provided for in the *Contract*, shall be paid to the *Contractor* following the issuance by the *Consultant* of a final certificate at the end of the warranty period, provided that all defects and deficiencies in the *Work* have been corrected by the *Contractor*. No interest shall be payable to the *Contractor* on such funds withheld in accordance with 12.3.10.

12.3.13 The *Contractor* may apply in writing to the *Owner* at the time of *Substantial Performance of the Work* to substitute for the monies retained as the maintenance security an alternative maintenance security of equivalent or greater value comprising:

.1 one or more irrevocable letters of credit, or

.2 another readily negotiable security.

12.3.14 Acceptance of any such alternative shall be at the discretion of the *Owner.*

12.3.15 Following receipt and acceptance of any such alternative, the *Owner* shall release to the *Contractor* the monies previously retained for maintenance security purposes.

12.3.16 The *Owner* may, in its discretion, allow the total maintenance security to be made up in part of monies retained under the *Contract* and in part of an alternative maintenance security as indicated in paragraph 12.3.13 above provided that the total value of such parts, as determined by the *Owner*, shall be not less than the required value as derived from the table set out in paragraph 12.3.10 above.

12.3.17 Such alternative maintenance security or the monies derived therefrom, less any deductions made as provided for in the *Contract*, shall be released to the *Contractor* following the issuance by the *Consultant* of the final certificate at the end of the warranty period.

12.3.18 The *Contractor* will be responsible for extended warranty periods on equipment and materials as outlined in the *Specifications*. Warranties shall be provided for all inclusive replacement including all costs for labour and materials upon failure. Warranties shall be provided irrespective of the standard manufacturers, *Suppliers* and vendors' warranties and are in addition to the standard construction warranty of one year for general construction, materials and equipment."

SC 66 GC 13.1 INDEMNIFICATION

1. Delete GC 13.1 INDEMNIFICATION in its entirety and replace with the following:

"GC 13.1 INDEMNIFICATION

13.1.1 The *Contractor* shall indemnify, defend, and hold the *Owner*, including its elected officials, officers, employees, agents, affiliates and representatives (collectively referred to as the "Indemnified Party") harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to,

(a) the *Contractor*, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint venturers, contractors, *Subcontractors*, and other representatives (collectively referred to as the "Indemnifying Party"), under this *Contract*,

(i) negligently carrying out any obligation to which it is subject,
(ii) failing to carry out any obligation to which it is subject,
(iii) negligently exercising any right to which it is entitled, or,
(iv) exercising any right to which it is entitled in a manner which is inconsistent with the terms and conditions of this *Contract*,

or any combination thereof, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the Indemnified Party, or

(b) any patent, trademark, copyright infringement or other breach of any intellectual property right of any person, for which the Indemnifying Party is responsible.

13.1.2 The *Owner* shall notify the *Contractor* upon receipt of any such claim or demand that it receives. No settlement shall be made nor consent to judgment given without prior written

approval of *Contractor* and its insurers, which approval shall not be unreasonably withheld.

13.1.3 The rights to indemnity contained herein shall survive the early termination or expiry of this *Contract*.

13.1.4 The *Owner* may enforce the rights of indemnity conferred on any Indemnified Party under this GC 13.1 on their behalf and to the same extent as if they were parties to this *Contract*.

13.1.5 The rights to indemnity provided for in this GC 13.1 shall be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Party provided in this *Contract*."

SC 67 GC 13.2 WAIVER OF CLAIMS

1. Delete GC 13.2 WAIVER OF CLAIMS in its entirety.

SC 68 GC 14 MISCELLANEOUS

1. Add new PART 14 MISCELLANEOUS as follows:

"PART 14 MISCELLANEOUS

GC 14.1 OWNERSHIP OF MATERIALS

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

GC 14.2 REVIEW BY OWNER AND REVIEW BY CONSULTANT

14.2.1 Neither the *Owner's* and/or *Consultant's* receipt, review or approval of any documents of the *Work* nor the failure of the *Owner* and/or *Consultant's* to provide comments shall limit, waive or diminish the *Contractor's* obligations, responsibilities, duties or liabilities under the *Contract*. The review or approval by the *Owner* and/or *Consultant* is intended only to ascertain that the document or the performance of the *Contractor's* duties, liabilities, responsibilities, or obligations under the *Contract* including, without limitation, the *Work* generally meets the intention of the *Contract* and is not an assurance or confirmation of the adequacy, quality, fitness, suitability or correctness of the *Contractor's* obligations, responsibilities, duties and liabilities under the *Contract* including without limitation, the *Work*, for which the *Contactor* is solely responsible in accordance with the *Contract*.

GC 14.3 USE AND/OR OCCUPATION OF COMPLETED PORTIONS OF THE WORK

14.3.1 Upon the *Owners'* request, the *Owner* shall, at any time or times, have the right of occupying and/or using any part of parts of the *Work* (including, without limitation, for the purposes of installing and testing fittings and equipment), whether partially performed or entirely complete, or whether completed on schedule or not, before the completion of the *Work*.

14.3.2 In the event the *Owner* desires to exercise the privilege of occupancy and/or use of the *Work* as provided above, the *Contractor* shall co-operate with the *Owner* throughout in making available for the *Owners'* use such building services, as heating, ventilation, cooling, water, lighting, and telephone for the space or spaces to be occupied and/or used and if the equipment required to furnish such services is not entirely completed at the time the *Owner* desires to occupy and/or use the aforesaid space or spaces, the *Contractor* shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use and any extra costs beyond that originally required to complete the *Work* arising from such early occupancy and/or use shall be borne by the *Owner.*

14.3.3 In the event that the *Owner* exercises the privilege of occupancy and/or use of the *Work* as provided above, it agrees to do so, as not to materially interfere with the respective work of the *Contractor*, *Subcontractors* or *Suppliers* and under the understanding that the *Owner* will be occupying premises within a construction site which will require compliance with all normal construction site requirements including, without limitation, health and safety requirements.

14.3.4 It shall be understood, however, that the *Owner's* occupancy and/or use of such space or spaces of the *Work* shall not constitute the *Owner's* acceptance of any *Work*, material or equipment which are not in accordance with the requirements of the *Contract Documents*, nor affect the warranty period under the *Contract* nor relieve the *Contractor* from his obligations, duties, responsibilities and liabilities to complete the *Work*, nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, any *Work*, material or equipment, nor from any other unfulfilled duties, liabilities, obligation or responsibilities under the *Contract* nor from any other duty, liability obligation or responsibility under the *Contract* including, without limitation, the *Contractors'* warranty obligation. If however, damage results from any act by the *Owner*, the *Owner* shall assume its share of the responsibility for such damage.

GC 14.4 NON-INTERFERENCE

14.4.1 The *Contractor* acknowledges that the *Place of the Work* is and will continue to be occupied by the *Owner* and the *Owner* will continue to carry out its normal operations at the *Place of the Work*. The *Contractor* agrees to perform the *Work* in the least intrusive manner possible. Without limiting the generality of the foregoing, the *Contractor* acknowledges and agrees that it shall carry out its duties, responsibilities, and obligations under the *Contract* in such a manner so as not to disrupt or interfere with any of the *Owner's* or any third party's existing facilities and ongoing operations or activities or other operations located in the area adjacent to, in the vicinity of or proximate to the *Place of the Work*.

GC 14.5 LIQUIDATED DAMAGES

14.5.1 It is expressly agreed by the parties that if the date of *Substantial Performance of the Work* occurs later than the *Substantial Performance Date,* the *Contractor* shall pay to the *Owner* liquidated damages calculated as ONE THOUSAND DOLLARS ($1,000.00) for each

Working Day that *Substantial Performance of the Work* extends beyond the *Substantial Performance Date.*

14.5.2 It is expressly agreed that it is difficult to calculate the damages which would result from the *Contractor*'s failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date* and the parties agree that the liquidated damages are not intended to be penalties but rather represent the parties' best estimate of damages resulting from the delay.

14.5.3 The *Owner* may deduct any amount due under this paragraph from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other right that may be available to the *Owner*.

GC 14.6 CONTRACTOR DISCHARGE OF LIABILITIES

14.6.1 In addition to the obligations assumed by the *Contractor* pursuant to General Condition 3.6 – SUBCONTRACTORS AND SUPPLIERS, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

GC 14.7 CONTRACTOR EVALUATION

14.7.1 In accordance with the *Owner's* policy for vendor performance evaluation, the *Owner* will evaluate the performance of the *Contractor* with respect to the *Work* using the following criteria:

.1 general responsiveness of the work relationship;
.2 conformity of the work done, materials supplied and provision of services with the description of *Project* and *Specifications*;
.3 general dependability and quality of all work done and any goods or services supplied;
.4 timely performance;
.5 general conformity with the reasonable expectations of the *Owner* under the terms of the *Contract* in their entirety;
.6 supervision of subcontractors and the maintenance of an orderly, neat and secure job site;
.7 accuracy of carrying out instructions.

14.7.2 Where a performance review is conducted at *Final Completion of the Work*, the *Contractor's* performance shall be ranked by the *Owner* at one of the following standards:

.1 Unacceptable (performance well below the general standard); or
.2 Satisfactory (performance in accordance of general standard).

14.7.3 Where at a performance review carried out prior to the completion of the *Contract*, one or more criteria of assessment are ranked as unacceptable:

.1 the parties shall agree at the time of the conduct of the review or within ten (10) *Working Days* thereafter, on the measures to be taken by the *Contractor* during the ensuing *Contract* review period to improve its performance to at least a good standard;

.2 within ten (10) *Working Days* of agreeing on those measures, the *Contractor* shall confirm in writing that the measures in question have been implemented.

14.7.4 Where the *Contractor* fails or refuses to implement measures as provided in paragraph 14.7.3, it shall be deemed to be in default under the *Contract*, and the *Owner* may take such remedies as provided for in the *Contract Documents* or are otherwise available at law or in equity.

14.7.5 Where the unsatisfactory performance of the *Contractor* is not corrected as required under this section, that performance may be taken into account by the *Owner* with respect to the award of any future contract to the *Contractor*.

GC 14.8 RECORDS/DAILY REPORTS/DAILY LOGS

14.8.1 The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, documents, computer printouts, electronic information, books, plans, *Drawings*, *Specifications*, accounts or other information relating to the *Work*) in its head office in accordance with requirements of *Applicable Laws*, but in any event for not less than four (4) years from *Substantial Performance of the Work* or until all claims have been settled. During this time, the *Contractor* shall allow the *Owner* access to the *Project* records during normal business hours upon the giving of reasonable notice. The *Contractor* shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the *Subcontractor*s and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC 14.9 ONTARIANS WITH DISABILITIES ACT, 2001 (ODA) AND THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)

14.9.1 The *Contractor* shall ensure that all of its employees, agents, volunteers and any *Subcontractors* comply with all applicable accessibility laws, regulations and by-laws, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), during the term of the *Contract*.

14.9.2 Without limiting the generality of the foregoing, the *Contractor* shall ensure that all of its employees, agents, volunteers and any *Subcontractors* who, as part of the *Contract*:

(a) deal with members of the public or other third parties, or
(b) participate in developing policies, practices and procedures governing the provision of goods or services to members of the public or other third parties,

receive training about the provision of its goods or services to persons with disabilities. The *Contractor* shall ensure that such training includes, without limitation, a review of the purposes of the AODA and the requirements of Ontario Regulation 429/07.

14.9.3 Prior to commencing the *Work*, the *Contractor* shall provide a Statement of Acknowledgement to the City of Hamilton that it has read and understands the City of Hamilton's AODA Integrated Accessibility Standards and Customer Service Standard

Handbook; that it has provided the training required by said Handbook; and that it will comply with the requirements of said Handbook and applicable accessibility laws, regulations and by-laws.

14.9.4 The *Owner* and the City of Hamilton reserve the right to inspect the *Contractor's* training records relating to Ontario Regulation 429/07 and Ontario Regulation 191/11, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The *Owner* and the City of Hamilton also reserve the right to require the *Contractor* to amend its training policies, practices and procedures if the *Owner* or the City of Hamilton deems the training is not compliant with the requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11.

See City of Hamilton's AODA Integrated Accessibility Standards and Customer Service Standard Handbook at:

https://www.hamilton.ca/people-programs/equity-diversity-inclusion/accessibility-services/accessibility-guidelines-policies#policies-procedures

GC 14.10 SET-OFF

14.10.1 The parties agree that the *Owner* has the contractual right to set-off against any amounts owing by the *Owner* to the *Contractor* under this *Contract*, any amount owed to the *Owner* by the *Contractor*, whether such amount arises from this *Contract* or under any other contract between the *Owner* and the *Contractor*, irrespective of whether or not those contracts are related or arise at equity or law. This right of set-off shall be subject to the Construction Act, as applicable.

14.10.2 The costs to the *Owner* of sending or publishing any notice or document required by the Construction Act shall constitute damages to the *Owner* and may be retained by the *Owner* in accordance with its set-off rights."

Project Specific Supplementary Conditions to Contract CCDC 2-2020
Dated: June 20, 2023

These Project Specific Supplementary Conditions presuppose the use of the Standard Construction Document CCDC 2-2020 Stipulated Price Contract, English version. These "Project Specific Supplementary Conditions" void, supersede or amend the "Agreement", "Definitions", "General Conditions" and "Supplementary Conditions" as hereinafter provided, as the case may be.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

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

PSSC 1. GC 3.4 CONSTRUCTION SCHEDULE

1. Add new paragraph 3.4.11 to SC19 of the Supplementary Conditions as follows:

   "3.4.11 The *Work* under this *Contract* must achieve *Substantial Performance of the Work* by April 1, 2027."

PSSC 2. GC 3.8 SHOP DRAWINGS

1. Add after "SHOP DRAWINGS" in the title of GC 3.8, the following:

   "AND OTHER SUBMITTALS"

2. Add new paragraph 3.8.13 as follows:

   "3.8.13 As the *Work* progresses, the *Contractor* shall keep a complete and accurate record of all changes or deviations from the *Contract Documents* and *Shop Drawings*, indicating the *Work* as actually installed. At the completion of the *Work*, the *Contractor* shall certify by endorsement thereof, that each of the revised prints of the *Drawings* and *Specifications* are complete and accurate. Prior to the *Contractor*'s application for final payment, the record *Drawings* and *Specifications*, arranged in proper order, indexed and endorsed, and in the following form, shall be delivered to the *Owner*, namely:
   .1 three (3) complete sets of reproducible final versions of the *As-Built Drawings*; and
   .2 three (3) copies of the final versions of the *As-Built Drawings* in digital format in both AutoCAD and PDF formats (latest version of software)."

PSSC 3. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

1. Delete paragraph 5.4.3 in its entirety and replace with the following:

   "5.4.3 Prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for finishing the *Work* and correcting deficiencies."

2. Add new paragraphs 5.4.7, 5.4.8, 5.4.9, 5.4.10.and 5.4.11 as follows:

"5.4.7 Within seven (7) calendar days of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall publish a copy of the certificate in accordance with the *Construction Act*) and shall provide to the *Consultant* and the *Owner* the date of publication and the name of the construction trade newspaper in which the publication occurred. If the *Contractor* fails to comply with this provision, the *Owner* may publish a copy of the certificate and charge the *Contractor* with the costs so incurred.

5.4.8 In addition to the prerequisites identified in paragraph 5.4.2, prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

.1 guarantees;
.2 warranties;
.3 certificates;
.4 testing and balancing reports;
.5 distribution system diagrams;
.6 spare parts;
.7 operations and maintenance manuals which shall consist of three (3) hard copies and three (3) digital copies (on CD or DVD) and shall be well-organized and tabbed for ease of reference;
.8 samples;
.9 existing reports and correspondence from *Authorities Having Jurisdiction* in the *Place of the Work*; and

other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of all *Governmental Authority* and utility authorities having jurisdiction in the *Place of the Work*.

5.4.9 Where the *Contractor* is unable to deliver the documents and materials described in paragraph 5.4.2 and 5.4.8, then, provided that none of the missing documents and materials interferes with the use and occupancy of the *Project* in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. If the *Contractor* fails to deliver any of the materials required in subparagraphs 5.4.8.7 or 5.4.8.8, the *Consultant* may retain a reasonable amount or, where applicable, the amount specified in the Project Specific Supplementary Conditions from the payment of holdback under General Condition 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK. Should any documents or materials not be delivered in accordance with paragraph 5.4.2 by the earlier of sixty (60) calendar days following publication of the certificate of *Substantial Performance of the Work* and the submission of the *Contractor's* application for final payment under paragraph 5.5.1 of GC 5.5 – FINAL PAYMENT, then the amount previously retained pursuant to this provision shall be forfeited to the *Owner* as compensation for the damages deemed to have been incurred by the *Owner*, and not as a penalty, arising from the failure to deliver the documents or materials, and the *Contract Price* shall be reduced accordingly.

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

disputes or claims between the *Contractor* and the *Owner,* and this disclosure shall, at a minimum:

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

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

5.4.11 Prior to the issuance of the certificate of *Substantial Performance of the Work,* the *Commissioning* of the *Work* must be successfully completed and the associated submittals evidencing same must be provided by the Contractor to the *Consultant* in order for the *Consultant* to verify that the *Project* is ready to use and/or is being used for its intended purpose."

PSSC 4. GC 5.10 WITHHOLDING OF PAYMENT

1. Add new paragraph 5.10.1 as follows:

"5.10.1 The *Consultant* may withhold from the *Contractor*, a minimum of FIVE THOUSAND DOLLARS ($5,000.00) from any final payments pending submission and approval of all *Project* close-out documentation including operations & maintenance manuals, *As-Built Drawings*, warranty information, training of staff, and confirmation of any materials to be left on-site for future repairs."

PSSC 5. FAIR WAGE POLICY

1. All references to the *Fair Wage Policy* shall only apply to the *Contract* where the *Contract Price* is FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) or greater.

PSSC 6. GC 11.1 INSURANCE

1. Delete GC 11.1.1.4 as set out in SC60 of the Supplementary Conditions and replace with the following:

".4 Property Installation Floater (All Risks) Insurance in an amount to adequately insure the *Contractor's* ownership interest in equipment and materials. The

coverage shall provide for the full replacement value of the property, repairs, additions or equipment being installed, handled, or stored on or off premises awaiting installation and while in transit.

If the Property Installation Floater (All Risks) Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation (All Risks) Insurance is to be provided for materials or equipment transported in the *Contractor's* vehicles or others hired by the *Contractor* from place of receipt to building sites or other storage sites."

PSSC 7. LISTING OF MAJOR GOODS AND SERVICES

1. LISTING OF MAJOR GOODS AND SERVICES

The following major Goods and Services have been identified for this Work in accordance with the requirements of the Municipal Buy Ontario Procurement Directive, issued under the *Buy Ontario Act (Public Sector Procurement)*, 2025. Major Goods and Services include, but are not limited to:

1. Removal of existing infill and artificial turf
2. Surfacing, protection of existing shock-attenuation pad
3. Supply and installation of CFL, FIFA Quality Pro, and World Rugby certified artificial turf Infill system

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Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

.1 Work of this Contract comprises the removal of existing infill and artificial turf surfacing, protection of existing shock-attenuation pad, and the supply and installation of CFL, FIFA Quality Pro, and World Rugby certified artificial turf and infill system at Hamilton Stadium located at 64 Melrose Ave N.

1.2 CONTRACT METHOD

.1 Construct Work under unit price contract.

1.3 WORK BY OTHERS

.1 Co-operate with other Contractors in carrying out their respective works and carry out instructions from Contract Administrator.

.2 Co-ordinate work with that of other Contractors. If any part of work under this Contract depends for its proper execution or result upon work of another Contractor, report promptly to Contract Administrator, in writing, any defects which may interfere with proper execution of Work.

1.4 WORK SEQUENCE

.1 Construct Work in a single, continuous stage.

.2 Maintain fire access/control.

1.5 CONTRACTOR USE OF PREMISES

.1 Unrestricted use of site until Substantial Performance within contract limits.

.2 Limit use of premises for Work to allow:

- .1 Owner occupancy.
- .2 Partial owner occupancy.
- .3 Work by other contractors.
- .4 Public usage.

.3 Co-ordinate use of premises under direction of City.

.4 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

.5 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.

.6 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Contract Administrator.

.7 At completion of operations condition of existing work: equal to or better than that which existed before new work started.

1.6 RESPONSIBILITIES

.1 City Responsibilities:

.1 Approve Final Progress Payment Certificates and Change Orders.

.2 Responsibilities of the Contract Administrator:

.1 Inspect deliveries jointly with Contractor.

.2 Issue field inspection reports.

.3 Issue meeting minutes.

.4 Issue Progress Payment Certificates and Change Orders.

.3 Contractor Responsibilities:

.1 Designate submittals and delivery date for each product in progress schedule.

.2 Arrange / Provide shop drawings, product data, samples, and other submittals. Notify Contract Administrator of observed discrepancies or problems anticipated due to non-conformance with Contract Documents.

.3 Arrange and pay for delivery to site in accordance with Progress Schedule.

.4 Receive and unload products at site.

.5 Inspect deliveries jointly with Contract Administrator; record shortages, and damaged or defective items.

.6 Handle products at site, including uncrating and storage.

.7 Protect products from damage, and from exposure to elements.

.8 Arrange for replacement of damaged, defective or missing items.

.9 Assemble, install, connect, adjust, and finish products.

.10 Arrange for, and pay through the allowance necessary materials testing and inspections for final field certification

.11 Provide installation inspections required by public authorities.

.12 Repair or replace items damaged by Contractor or subcontractor on site.

.13 Arrange for manufacturer's field services; arrange for and deliver manufacturer's warranties to the City in accordance 01 78 00 Closeout Submittals.

1.7 EXISTING SERVICES

.1 Notify City and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give City 48 hours notice for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to pedestrian and vehicular traffic.

.3 Provide alternative routes for pedestrian and vehicular traffic.

.4 Establish location and extent of service lines in area of work before starting Work. Notify City of findings.

.5 Submit schedule to and obtain approval from City for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.

.6 Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.

.7 Where unknown services are encountered, immediately advise City and confirm findings in writing.

.8 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

.9 Record locations of maintained, re-routed and abandoned service lines.

.10 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

1.8 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy each document as follows:

- .1 Contract Drawings.
- .2 Specifications.
- .3 Addenda.
- .4 Permits.
- .5 Reviewed Shop Drawings.
- .6 Approved Shop Drawings.
- .7 List of Outstanding Shop Drawings.
- .8 Change Orders.
- .9 Other Modifications to Contract.
- .10 Field Test Reports.
- .11 Copy of Approved Work Schedule.
- .12 Health and Safety Plan and Other Safety Related Documents.
- .13 Other documents as specified.

1.9 PROVISONAL ITEMS

Purchases from provisional items must be approved by the City and authorized by written instructions issued by the Contract Administrator. The form and methods of accounting for costs under provisional items shall be agreed to by the Contract Administrator and Contractor before proceeding with the purchase. Provisional item review will be part of the regular site meeting.

.1 Repair/replacement of Existing Nailer Boards with HDPE composite: Costs to repair / replace the existing Nailer Board with HDPE composite should it be necessary upon completion of inspection of Nailer Board following removal of existing turf.

.2 Remove and replace all shock pads deemed unsatisfactory by the City / Consultant with additional new Multi-Sport Artificial Turf System Shock Pad; 3’ x 7’ 23mm thick Tiles – Schmitz Proplay-sport23 or approved equivalent in accordance with plans, details and specifications: This cost covers the removal and replacement of any shock pads shall they be deemed unsatisfactory by the City / Consultant.

END OF SECTION

Part 1 General

1.1 ACCESS AND EGRESS

.1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, ramps and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

1.2 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with City to facilitate work as stated.

.2 Maintain existing services to artificial turf surrounds and provide for personnel and vehicle access.

.3 Closures: protect work temporarily until permanent enclosures are completed.

1.3 EXISTING SERVICES

.1 Notify City and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, provide City and public with 48 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions to a minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

.3 Provide for personnel, pedestrian and vehicular traffic.

.4 Construct barriers in accordance with Section 01 56 00.

1.4 SPECIAL REQUIREMENTS

.1 Carry out work Monday to Friday from 7:00 a.m. to 7:00 p.m.

.2 No work on Sundays or statutory holidays unless authorized by City.

.3 Submit schedule in accordance with Section 01 32 16.07 - Construction Progress Schedule - Bar (GANTT) Chart.

.4 Ensure Contractor's personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.

.5 Keep within limits of work and avenues of access and egress.

.6 Access and egress of Contractor vehicles at site is limited to access gate as indicated on the drawings.

1.5 PERMITS

.1 Refer to Regulatory Authorities permits for restrictions on work / activities.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Ontario Provincial Standards Specifications

.2 Special Provisions ‘Specifications’

.3 Supplemental General Conditions

1.2 CASH ALLOWANCES

.1 The allowances are intended to be utilized for:

1.1. (D-1.0) FIFA Quality Pro and World Rugby Regulation 22 testing and Certification - $20,000.00

1.2. (D-2.0) Survey Layout and As-Built Verification - $8,500.00

1.3. (D-3.0) Materials testing and inspections - $2,500.00

.2 Include in Contract Price specified cash allowances stated in the Contract Documents. Allowances shall be expended as the City directs through the Contract Administrator.

.3 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage, installation and other authorized expenses incurred in performing Work but do not include any Value Added Taxes payable by the City to the Contractor.

.4 Contract Price, and not cash allowance, includes Contractor's overhead and profit in connection with such cash allowance.

.5 Contract Price will be adjusted by Change Order to provide for any excess or deficit to each cash allowance.

.6 Where costs under a cash allowance exceed amount of allowance, Contractor will be compensated for excess incurred and substantiated plus allowance for overhead and profit as set out in Contract Documents.

.7 The value of the work performed under a cash allowance is eligible to be included in progress payments.

.8 Contractor to prepare schedule to show Contract Administrator and City when items called for under cash allowances must be authorized by Contract Administrator for ordering purposes so that progress of Work will not be delayed.

.9 The Contractor shall submit to the Contract Administrator and City as required, before submission of final application for payment, copies of invoices and statements from the subcontractors furnishing material and equipment purchased under cash allowance.

.10 Purchases from cash allowances must be approved by the City and authorized by written instructions issued by the Contract Administrator. The form and methods of accounting for costs under cash allowances shall be agreed to by the

Contract Administrator and Contractor before proceeding with the purchase. Cash allowance review will be part of the regular site meeting.

.11 Competitive quotations may be required for purchases under cash allowances. When competitive quotations are not required, a complete breakdown into net costs of labour and materials (all trades) is required. The Contract Administrator may direct the Contractor, as part of the Work, to Bid work for which payment is made from a cash allowance. Bidders invited to provide quotes for Work under cash allowances shall be acceptable to the Contract Administrator and the City. The successful bidder shall then enter into a Subcontractor arrangement with the Contractor.

Part 2 Products

2.1 NOT USED

.1 Not Used.

Part 3 Execution

3.1 NOT USED

.1 Not Used.

END OF SECTION

Part 1 General

1.1 CONTRACT ADMINISTRATOR RESPONSIBILITIES

.1 Contract Administrator to schedule and administer project meetings throughout the progress of work.

.2 Written notice of each meeting provided four days in advance of meeting date.

.3 Record the meeting minutes. Include significant proceedings and decisions. Identify actions by parties.

.4 Reproduce and distribute copies of minutes within two days after meetings and transmit to meeting participants, affected parties not in attendance and the City.

1.2 PRECONSTRUCTION MEETING

.1 Within three (3) days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.

.2 The City, Consultant, Contractor, major Subcontractors, field inspectors and site supervisors will be in attendance.

.3 Five (5) days prior to meeting, parties concerned to be notified.

.4 Agenda to include:

.1 Appointment of official representative of participants in the Work.

.2 Schedule of Work: in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.

.3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.

.4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 - Construction Facilities.

.5 Delivery schedule of specified equipment in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.

.6 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

.7 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.

.8 Owner provided products.

.9 Record drawings in accordance with Section 01 33 00 - Submittal Procedures.

.10 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.

.11 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.

.12 Monthly progress claims, administrative procedures, photographs, hold backs.

.13 Appointment of inspection and testing agencies or firms.

.14 Insurances, transcript of policies.

1.3 PROGRESS MEETINGS

.1 Contractor involved in the Work to be in attendance at weekly project progress meetings.

.2 Subcontractors and suppliers to be in attendance as required or as directed by Contract Administrator. Representatives of parties attending meetings will be qualified and authorized to act on behalf of party each represents.

.3 Contract Administrator to record minutes of meetings and circulate to attending parties and affected parties not in attendance within two (2) days after meeting.

.4 Agenda to include the following:

.1 Review, approval of minutes of previous meeting.

.2 Review of Work progress since previous meeting.

.3 Field observations, problems, conflicts.

.4 Problems which impede construction schedule.

.5 Review of off-site fabrication delivery schedules.

.6 Corrective measures and procedures to regain projected schedule.

.7 Revision to construction schedule.

.8 Progress schedule, during succeeding work period.

.9 Review submittal schedules: expedite as required.

.10 Maintenance of quality standards.

.11 Review proposed changes for affect on construction schedule and on completion date.

.12 Other business.

END OF SECTION

Part 1 General

1.1 DEFINITIONS

.1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.

.2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized project management system.

.3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.

.4 Construction Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Construction Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.

.5 Construction Work Week: Monday to Friday, inclusive, will provide five day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.

.6 Completion Milestones: they are Substantial Completion.

.7 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as work days or work weeks.

.8 Finish Date: point in time associated with activity's completion.

.9 Milestone: significant event in project, usually completion of major deliverable.

.10 Start Date: point in time associated with activity's start.

1.2 REQUIREMENTS

.1 Attend a pre-construction meeting with Contract Administrator within five (5) workings days of Award of Contract date, to establish work requirements and approach to project.

.2 Ensure Construction Schedule is practical and remains within specified Contract duration.

.3 Plan to complete Work in accordance with prescribed milestones and time frame.

.4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, and Substantial Performance as defined times of completion are of essence of this contract.

1.3 PROJECT MILESTONES

.1 Project milestones form interim targets for Construction Schedule.

- .1 Site Preparation
- .2 Demolition and Removals
- .3 Grading and Drainage
- .4 Surfacing and Curbs
- .5 Custom Features
- .6 Site Restoration
- .7 Substantial Performance within 70 working days of Award of Contract date

1.4 CONSTRUCTION SCHEDULE FORMAT

.1 Structure schedule to allow orderly planning, organizing and execution of Work as Bar Chart (GANTT).

.2 Clearly show sequence and interdependence of construction activities and indicate:

- .1 Start and completion of all items of Work, their major components, and interim milestone completion dates.
- .2 Activities for procurement, delivery, installation and completion of each major piece of equipment, materials and other supplies, including:
  - .1 Time for submittals, resubmittals and review.
  - .2 Time for fabrication and delivery of manufactured products for Work.
  - .3 Interdependence of procurement and construction activities.

.3 Include sufficient detail to assure adequate planning and execution of Work.

.4 Ensure detailed Construction Schedule includes as minimum milestone and major items of work or operation as follows:

- .1 Award.
- .2 Shop Drawings, Samples and Product Data.
- .3 Permits.
- .4 City furnished products.
- .5 Product delivery schedule.
- .6 Installation.
- .7 Testing and Commissioning.
- .8 Shutdown and closure activity.
- .9 Closeout submittals.

.5 Format and identification for listings to correspond with Schedule of Prices.

.6 Include dates for commencement and completion of each major element of construction.

.7 Provide a separate bar for each major item of work or operation.

1.5 CONSTRUCTION SCHEDULE SUBMISSION AND REPORTING

.1 Submit to Contract Administrator, within 10 working days of Award of Contract, Bar (GANTT) Chart as Construction Schedule for planning, monitoring and reporting of project progress.

.2 Submit Construction Schedule in accordance with Section 01 33 00 - Submittal Procedures and General Conditions of the contract documents. The Contract Administrator will review and return schedule for revision within 5 working days.

.3 Upon receipt of reviewed schedule make necessary revisions and resubmit to Contract Administrator within 5 working days.

.4 Within 5 working days of receipt of acceptance of Construction Schedule, distribute copies of revised schedule to:

.1 Contract Administrator.

.2 Job site office or job site.

.3 Subcontractors.

.4 Other Concerned Parties.

.5 Instruct recipients to report to Contractor immediately, problems anticipated by timetable shown in schedule and inform the Contract Administrator of such problems.

.6 Update Construction Schedule on bi-weekly basis reflecting activity changes and completions, as well as activities in progress.

.7 Include as part of Construction Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

1.6 CONSTRUCTION SCHEDULE MONITORING

.1 Comply with reviewed Construction Schedule.

.2 Proceed with significant changes and deviations from scheduled sequence of activities that cause delay, only after written receipt of approval by City.

.3 Identify activities that are behind schedule and causing delay. Provide measures to regain slippage.

.1 Corrective measures may include:

.1 Increase of personnel on site for effected activities or work package.

.2 Increase in materials and equipment.

.3 Working on Saturday, with Contract Administrator’s approval.

1.7 PROJECT MEETINGS

.1 Discuss Construction Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities

considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.

.2 Weather related delays with their remedial measures will be discussed and negotiated.

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE

.1 Submit to Contract Administrator submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.

.2 Do not proceed with Work affected by submittal until review is complete.

.3 Present shop drawings, product data, samples and mock-ups in SI Metric units.

.4 Where items or information is not produced in SI Metric units converted values are acceptable.

.5 Review submittals prior to submission to Contract Administrator. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.

.6 Notify Contract Administrator, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

.7 Verify field measurements and affected adjacent Work, are co-ordinated.

.8 Contractor's responsibility for errors and omissions in submission is not relieved by Contract Administrator’s review of submittals.

.9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator review.

.10 Keep one reviewed copy of each submission on site.

.11 Reviewed shop drawings shall not authorize changes in Contract Price and/or Contract Time.

1.2 SHOP DRAWINGS AND PRODUCT DATA

.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

.2 Submit drawings stamped and signed by professional engineer registered or licensed in Ontario, Canada.

.3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

.4 Allow 5 days for Contract Administrator's review of each submission.

.5 Adjustments made on shop drawings by Contract Administrator are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Contract Administrator prior to proceeding with Work.

.6 Make changes in shop drawings as Contract Administrator may require, consistent with Contract Documents. When resubmitting, notify Contract Administrator in writing of revisions other than those requested.

.7 Accompany submissions with transmittal letter containing:

- .1 Date.
- .2 Project title and number.
- .3 Contractor's name and address.
- .4 Identification and quantity of each shop drawing, product data and sample.
- .5 Other pertinent data.

.8 Submissions include:

- .1 Date and revision dates.
- .2 Project title and number.
- .3 Name and address of:
  - .1 Subcontractor.
  - .2 Supplier.
  - .3 Manufacturer.
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
  - .1 Fabrication.
  - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
  - .3 Setting or erection details.
  - .4 Capacities.
  - .5 Performance characteristics.
  - .6 Standards.
  - .7 Operating weight.
  - .8 Single line and schematic diagrams.
  - .9 Relationship to adjacent work.

.9 After Contract Administrator's review, distribute copies.

.10 Submit a copy of shop drawings for each requirement requested in specification Sections and as Contract Administrator may reasonably request.

.11 Submit a copy of product data sheets or brochures for requirements requested in specification Sections and as requested by Contract Administrator where shop drawings will not be prepared due to standardized manufacture of product.

.12 Submit a copy of test reports for requirements requested in specification Sections and as requested by Contract Administrator.

.1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.

.2 Testing must have been within [3] years of date of contract award for project.

.13 Submit a copy of certificates for requirements requested in specification Sections and as requested by Contract Administrator.

.1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.

.2 Certificates must be dated after award of project contract complete with project name.

.14 Submit a copy of manufacturer’s instructions for requirements requested in specification Sections and as requested by Contract Administrator.

.1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.

.15 Submit a copy of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Contract Administrator.

.16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

.17 Submit a copy of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Contract Administrator.

.18 Delete information not applicable to project.

.19 Supplement standard information to provide details applicable to project.

.20 If upon review by Contract Administrator, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

.21 Inconsistencies and omissions shall not include lack of reference on the Drawings or in the Specifications to labour and/or products that are required or normally recognized within respective trade practices as being necessary for the complete execution of the Work.

1.3 SAMPLES

.1 Submit for review samples as requested in respective specification Sections. Label samples with origin and intended use.

.2 Deliver samples prepaid to site office or site.

.3 Notify Contract Administrator in writing, at time of submission of deviations in samples from requirements of Contract Documents.

.4 Where colour, pattern or texture is criterion, submit full range of samples.

.5 Adjustments made on samples by Contract Administrator are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Contract Administrator prior to proceeding with Work.

.6 Make changes in samples, which Contract Administrator may require, consistent with Contract Documents.

.7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.4 PHOTOGRAPHIC DOCUMENTATION

.1 Submit electronic copy of colour digital photography in jpg format, standard resolution as directed by Contract Administrator.

.2 Project identification: name and number of project and date of exposure indicated.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Definitions:

.1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humans; or degrade environment aesthetically, culturally and/or historically.

.2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

.2 Reference Standards:

.1 Health Canada / Workplace Hazardous Materials Information System (WHMIS)

.1 Material Safety Data Sheets (MSDS).

1.2 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for the artificial turf and infill product and include product characteristics, performance criteria, physical size, finish and limitations.

.2 Submit copy of WHMIS MSDS to Contract Administrator for each hazardous material required prior to bringing hazardous material on site.

1.3 FIRES

.1 Fires and burning of rubbish on site is not permitted.

1.4 DRAINAGE

.1 Provide temporary drainage and pumping required to keep excavations and site free from water.

.2 Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.

.3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.5 SITE CLEARING AND PLANT PROTECTION

.1 Protect trees and plants on site and adjacent properties as indicated.

.2 Protect trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective hoarding from grade level to height of 1.2m minimum as indicated.

.3 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage.

.1 Avoid unnecessary traffic, dumping and storage of materials over root zones.

.4 Minimize stripping of topsoil and vegetation.

.5 Restrict tree removal to areas indicated.

1.6 POLLUTION CONTROL

.1 Maintain temporary erosion and pollution control features installed under this Contract.

.2 Control emissions from equipment in accordance with local authorities' emission requirements.

.3 Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

.4 Spill Response

.1 All fuel, oil or chemical spills must be reported by the Contractor to the City immediately. As soon as a spill starts, the Contractor will cease operations immediately until the Contractor's supervisor arrives on site.

.2 Dryall or other absorbent, depending on the nature of the spill, will be laid down by the Contractor immediately, and other steps will be taken as necessary to prevent the spill from entering the sewer or watercourse. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will repeat the above process until the entire spill has been absorbed and will leave the site in a clean and tidy condition. Failure to respond immediately to spills may result in asphalt or other damage for which the Contractor will be responsible.

.3 The Contractor will notify the City as soon as they have completed the steps outlined above in order that the City can inspect the site to ascertain whether any further action is required. If necessary, at the Commissioner's discretion, power washing and/or other spill clean-up measures will be utilized at the Contractor's expense.

1.7 NOTIFICATION

.1 Contract Administrator will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of Contractor's Environmental Protection plan.

.2 Contractor: after receipt of such notice, inform Contract Administrator of proposed corrective action and take such action for approval by Contract Administrator.

.1 Take action only after receipt of written approval by Contract Administrator.

.3 Contract Administrator will issue stop order of work until satisfactory corrective action has been taken.

.4 No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.

Part 2 Products

2.1 NOT USED

.1 Not Used.

Part 3 Execution

3.1 CLEANING

.1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.

.1 Leave Work area clean at end of each day.

.2 Do not bury rubbish and waste material on site.

.3 Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.

.4 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

.5 Waste Management: separate waste materials for reuse or recycling.

.1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

END OF SECTION

Part 1 General

1.1 REFERENCES AND CODES

.1 Perform Work in accordance with Ontario Building Code (OBC) including amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.

.2 Perform all work in accordance with regulations and guidelines for Traffic Control and Safety.

.3 Meet or exceed requirements of:

.1 Contract documents.

.2 Specified standards, codes and referenced documents.

1.2 HAZARDOUS MATERIAL DISCOVERY

.1 Should any hazardous material be encountered in course of demolition work, immediately stop work and notify the City.

1.3 BUILDING SMOKING ENVIRONMENT

.1 Comply with smoking restrictions and municipal by-laws.

END OF SECTION

Part 1 General

1.1 INSPECTION

.1 Allow the Contract Administrator access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.

.2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by the Contract Administrator's instructions, or law of Place of Work.

.3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

.4 The Contract Administrator will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

1.2 INDEPENDENT INSPECTION AGENCIES

.1 Independent Inspection/Testing Agencies will be engaged by the Contractor for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by the Contractor and paid through the applicable allowance.

.2 Contractor to contact Independent Inspection / Testing Agency, directly for all testing requirements and copy the Contract Administrator

.3 Provide equipment required for executing inspection and testing by appointed agencies.

.4 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

.5 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Contract Administrator at no cost to the City. Pay costs for retesting and reinspection.

1.3 ACCESS TO WORK

.1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.

.2 Co-operate to provide reasonable facilities for such access.

1.4 PROCEDURES

.1 Notify appropriate agency and the Contract Administrator 24 hours in advance of requirement for tests, in order that attendance arrangements can be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.5 REJECTED WORK

.1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by the Contract Administrator as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.

.2 Make good other Contractor's work damaged by such removals or replacements promptly.

1.6 REPORTS

.1 Reports by City assigned Testing Agency will be distributed the Testing Agency.

.2 Submit a copy of all other inspection and test reports to the Contract Administrator.

.3 Provide copies to subcontractor of work being inspected or tested, manufacturer, and fabricator of material being inspected or tested.

1.7 TESTS AND MIX DESIGNS

.1 Furnish test results and mix designs as requested.

END OF SECTION

Part 1 General

1.1 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.2 INSTALLATION AND REMOVAL

.1 Provide temporary utilities controls in order to execute work expeditiously.

.2 Remove from site all such work after use.

1.3 DEWATERING

.1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

1.4 WATER SUPPLY

.1 Provide continuous supply of potable water for construction use.

.2 Arrange for connection with appropriate utility company and pay costs for installation, maintenance and removal.

.3 Pay for utility charges at prevailing rates.

1.5 TEMPORARY POWER AND LIGHT

.1 Provide and pay for temporary power during construction for temporary lighting and operating of power tools.

.2 Arrange for connection with appropriate utility company. Pay costs for installation, maintenance and removal.

.3 Provide and maintain temporary lighting throughout project.

1.6 FIRE PROTECTION

.1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction governing codes, regulations and bylaws.

.2 Burning rubbish and construction waste materials is not permitted on site.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 American National Standards Institute (ANSI) / National Electrical Manufacturers Association (NEMA)

.1 ANSI Z535 Series-Current, Safety Alerting Standards.

.1 ANSI Z535.1 – Safety Colours.

.2 ANSI Z535.2 – Environmental Facility and Safety Signs.

.3 ANSI Z535.3 – Criteria for Safety Symbols.

.4 ANSI Z535.4 – Product Safety Signs and Labels.

.5 ANSI Z535.5 – Safety Tags and Barricade Tapes (for Temporary Hazards).

.6 ANSI Z535.6 – Product Safety Information in Product Manuals, Instructions, and Other Collateral Materials.

.2 Canadian Standards Association (CSA International)

.1 CSA-A23.1/A23.2-Current, Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.

.2 CSA-O121-Current, Douglas Fir Plywood.

.3 CAN/CSA-S269.2-Current, Access Scaffolding for Construction Purposes.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.3 INSTALLATION AND REMOVAL

.1 Co-ordinate with the Contract Administrator a plan indicating proposed location and dimensions of area to be fenced and used by Contractor, avenues of ingress/egress to fenced area and details of fence installation.

.2 Indicate use of supplemental or other staging area.

.3 Provide construction facilities in order to execute work expeditiously.

.4 Remove from site all such work after use.

1.4 HOISTING

.1 Provide, operate and maintain hoists or cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists and cranes to be operated by qualified operator.

1.5 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.6 CONSTRUCTION PARKING

.1 Parking will be permitted on site provided it does not disrupt performance of Work or impact the existing uses.

.2 Provide and maintain adequate access to project site as acceptable to the City and Contract Administrator

.3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and clean make good damage resulting from Contractors' use of roads.

.4 No on-street parking to occur within 3m of mailboxes, pedestrian crossing or accessible curb cut and no encumbrances are permitted to the existing parking lots.

1.7 SECURITY

.1 Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays.

1.8 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.9 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.10 CONSTRUCTION SIGNAGE

.1 Provide and erect construction sign immediately after pre-construction meeting, in a location designated by Contract Administrator.

.2 No other signs or advertisements, other than warning signs, are permitted on site.

.3 Maintain approved signs and notices in good condition for duration of project.

1.11 PROTECTION AND MAINTENANCE OF TRAFFIC

.1 Provide access and temporary relocated roads as necessary to maintain traffic.

.2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by the Contract Administrator.

.3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs.

.4 Protect travelling public from damage to person and property.

.5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.

.6 Contractor to verify adequacy of existing roads and allowable load limit on these roads.

.7 Contractor: responsible for repair of damage to roads caused by construction operations.

.8 Construct access and haul roads necessary.

.9 Haul roads: constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided.

.10 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.

.11 Dust control: adequate to ensure safe operation at all times.

.12 Location, grade, width, and alignment of construction and hauling roads: subject to approval by Contract Administrator.

.13 Provide snow removal during period of Work.

.14 Remove and rehabilitate haul roads upon completion of work.

1.12 CLEAN-UP

.1 Remove construction debris, waste materials, packaging material from work site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Canadian Standards Association (CSA International)

.1 CSA-O121-Current, Douglas Fir Plywood.

1.2 INSTALLATION AND REMOVAL

.1 Provide temporary controls in order to execute Work expeditiously.

.2 Remove from site all such work after use.

1.3 HOARDING

.1 Erect temporary site enclosure using 1.8m high metal security fence around entire project limit as indicated on drawings. Provide one lockable truck gate with lock. Maintain fence in good repair.

1.4 GUARD RAILS AND BARRICADES

.1 Provide secure, rigid guard rails and barricades around deep excavations.

1.5 ACCESS TO SITE

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.6 PUBLIC TRAFFIC FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.7 FIRE ROUTES

.1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.8 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

.1 Protect surrounding private and public property from damage during performance of Work.

.2 Be responsible for damage incurred.

1.9 PROTECTION OF WORK AND PROPERTY

.1 Keep work free from trespassers and protect the work and the public from any loss or injury from commencement to completion and acceptance of the work by the City.

1.10 PROTECTION OF BUILDING FINISHES

.1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.

.2 Provide necessary screens, covers, and hoardings.

.3 Be responsible for damage incurred due to lack of or improper protection.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Conform to these reference standards, in whole or in part as specifically requested in specifications.

.2 If there is question as to whether products or systems are in conformance with applicable standards, the Contract Administrator reserves right to have such products or systems tested to prove or disprove conformance.

.3 Cost for such testing will be born by Contract Administrator in event of conformance with Contract Documents or by Contractor in event of non-conformance.

.4 Conform to latest issue date of referenced standards in effect on date Contract signing, except where specific date or issue is indicated.

1.2 QUALITY

.1 Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.

.2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.

.3 Should disputes arise as to quality or fitness of products, decision rests strictly with Contract Administrator based upon requirements of Contract Documents.

.4 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout Work.

.5 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.3 AVAILABILITY

.1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Contract Administrator of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

.2 In event of failure to notify Contract Administrator at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the Contract Administrator reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

1.4 STORAGE, HANDLING AND PROTECTION

.1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.

.2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.

.3 Store products subject to damage from weather in weatherproof enclosures.

.4 Store cementitious products clear of earth or concrete floors, and away from walls.

.5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.

.6 Store sheet materials, lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.

.7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.

.8 Remove and replace damaged products at own expense and to satisfaction of Contract Administrator.

.9 Touch-up damaged factory finished surfaces to Contract Administrator’s satisfaction. Use touch-up materials to match original. Do not paint over name plates.

1.5 TRANSPORTATION

.1 Pay costs of transportation of products required in performance of Work.

.2 Transportation cost of products supplied by City will be paid for by Contactor. Pickup, load, unload, handle and store such products.

1.6 MANUFACTURER'S INSTRUCTIONS

.1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.

.2 Notify Contract Administrator in writing, of conflicts between specifications and manufacturer's instructions, so that Contract Administrator will establish course of action.

.3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Contract Administrator to require removal and re-installation at no increase in Contract Price or Contract Time.

.4 The Contractor shall use all products in strict accordance with the manufacturer's directions except where specified otherwise. Whenever specific reference to manufacturers' directions or instructions is made in the Specifications, the Contractor shall submit copies of the said instructions or directions or both for approval before commencing to use such Products. Whenever more than one Product is specified for one use, the Contractor may select for this use any of the Products so specified unless the Specifications or the Drawings indicate otherwise.

1.7 QUALITY OF WORK

.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Contract Administrator if required Work is such as to make it impractical to produce required results.

.2 Do not employ anyone unskilled in their required duties. Contract Administrator reserves right to require dismissal from site, workers deemed incompetent or careless.

.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.

1.8 CO-ORDINATION

.1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.

.2 Be responsible for coordination and placement of openings, sleeves and accessories.

1.9 REMEDIAL WORK

.1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.

.2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

1.10 LOCATION OF FIXTURES

.1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.

.2 Inform Contract Administrator of conflicting installation. Install as directed.

1.11 FASTENINGS

.1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.

.2 Prevent electrolytic action between dissimilar metals and materials.

.3 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.

.4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.

.5 Keep exposed fastenings to a minimum, space evenly and install neatly.

.6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

1.12 FASTENINGS - EQUIPMENT

.1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.

.2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.

.3 Bolts may not project more than one diameter beyond nuts.

.4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

1.13 PROTECTION OF WORK IN PROGRESS

.1 Do not cut, drill or sleeve load bearing structural member, unless specifically indicated without written approval of Contract Administrator.

1.14 EXISTING UTILITIES

.1 Protect, and maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

1.15 LABOUR AND PRODUCTS

.1 Products brought onto the Place of Work by the Contractor shall be deemed the property of the City, but the City shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said products and materials shall be at the sole risk of the Contractor.

.2 Products, which are specified by their proprietary names or by part or catalogue number, shall form the basis for the Specifications. No substitutes for these may be used without the Contract Administrator’s approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the Contract Administrator. In applying for permission to use substitutes, the Contractor shall prove to the Contract Administrator’s satisfaction that the substitute is equal to the specified product and is compatible in every respect with the configuration and design of the Project and not requiring any change thereto to accommodate the substitution. Each application shall be accompanied by a list of properties of the specified product and the proposed

substitute. No application to use substitutes will be considered unless made in this way.

.3 When requesting approval for the use of substitutes, the Contractor shall include in its submission any effect that the substitution may have on the Contract Price and be prepared to reimburse the City for all additional costs that may become evident later as a result of the substitution.

.4 Materials, appliances, equipment and other Products are sometimes specified by reference to brand names, proprietary names, trademarks or catalogue number or catalogue designation or symbols. In such cases, the name of a manufacturer, distributor, supplier or dealer is sometimes given to assist the Contractor to find a source supplier. This shall not relieve the Contractor from its responsibility for finding its own source of supply even if the source named no longer supplies the Product specified. If the Contractor is unable to obtain the specified Product he shall supply a substitute Product of equivalent value and utility to the specified product as approved by the Contract Administrator with no extra compensation. Should the Contractor be unable to obtain such a substitute Product and the City accepts an inferior Product, the Contract Price shall be adjusted accordingly as approved by the Contract Administrator.

END OF SECTION

Part 1 General

1.1 QUALIFICATIONS OF SURVEYOR

.1 Qualified registered land surveyor licensed to practice in Ontario or a 3rd party surveyor acceptable to the City.

1.2 SURVEY REFERENCE POINTS

.1 Locate, confirm and protect control points prior to starting site work. Preserve permanent reference points during construction.

.2 Make no changes or relocations without prior written notice to Contract Administrator.

.3 Report to Contract Administrator when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

.4 Require surveyor to replace control points in accordance with original survey control.

1.3 SURVEY REQUIREMENTS

.1 Establish two permanent bench marks on site, referenced to established bench marks by survey control points. Record locations, with horizontal and vertical data in Project Record Documents.

.2 Establish lines and levels, locate and lay out, by Global Positioning System (GPS) or Total Station or other instrumentation.

.3 The Contractor shall be solely responsible for the proper laying out of the whole of the Work. The Contractor shall check carefully and verify all lines, levels and measurements shown in the Contract Documents to establish and check grades, bench marks, references, elevations, points and lines as from time to time may be required for the purposes of the Work or layout of the same, and the Contractor shall at every appropriate stage of the Work take all necessary steps to have all proper checks and surveys made so as to ensure that the Work and all components thereof will be wholly within the boundaries of the site and in the exact position (or respective positions) established for such Work and shall assume full responsibility for the correctness of all such lines, levels and measurements, including the location of existing underground equipment and services.

1.4 EXISTING SERVICES

.1 Before commencing work, establish location and extent of service lines in area of Work and notify Contract Administrator of findings.

1.5 LOCATION OF EQUIPMENT AND FIXTURES

.1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.

.2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.

.3 Inform Contract Administrator of impending installation and obtain approval for actual location.

.4 Submit field drawings to indicate relative position of various services and equipment when required by Contract Administrator.

1.6 RECORDS

.1 Maintain a complete, accurate log of control and survey work as it progresses.

.2 On completion of foundations and major site improvements, prepare a certified survey showing dimensions, locations, angles and elevations of Work.

.3 Record locations of maintained, re-routed and abandoned service lines.

1.7 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit name and address of Surveyor to Contract Administrator.

1.8 SUBSURFACE OR PHYSICAL CONDITIONS

.1 Promptly notify Contract Administrator in writing if subsurface conditions at Place of Work differ materially from those indicated in Contract Documents, or a reasonable assumption of probable conditions based thereon.

.2 After prompt investigation, should Contract Administrator determine that conditions do differ materially; instructions will be issued for changes in Work as provided in Changes and Change Orders.

1.9 SITE ACCEPTANCE

.1 Contractor to examine existing site conditions and advise Contract Administrator of unsatisfactory site conditions prior to commencement of construction. Commencement of construction means Contractor has accepted the site conditions and no allowance will be made for any expenses incurred due to the failure to notify Contract Administrator of unsatisfactory site conditions.

END OF SECTION

Part 1 General

1.1 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit written request in advance of cutting or alteration which affects:

- .1 Integrity of weather-exposed or moisture-resistant elements.
- .2 Efficiency, maintenance, or safety of operational elements.
- .3 Visual qualities of sight-exposed elements.
- .4 Work of City or separate contractor.

.3 Include in request:

- .1 Identification of project.
- .2 Location and description of affected Work.
- .3 Statement on necessity for cutting or alteration.
- .4 Description of proposed Work, and products to be used.
- .5 Alternatives to cutting and patching.
- .6 Effect on Work of City or separate contractor.
- .7 Written permission of affected separate contractor.
- .8 Date and time work will be executed.

1.2 MATERIALS

.1 Required for original installation.

.2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.

1.3 PREPARATION

.1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

.2 After uncovering, inspect conditions affecting performance of Work.

.3 Beginning of cutting or patching means acceptance of existing conditions.

.4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.

.5 Provide protection from elements for areas which are to be exposed by uncovering work; maintain excavations free of water.

1.4 EXECUTION

.1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.

.2 Fit several parts together, to integrate with other Work.

.3 Uncover Work to install ill-timed Work.

.4 Remove and replace defective and non-conforming Work.

.5 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.

.6 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

.7 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.

.8 Restore Work with new products in accordance with requirements of Contract Documents.

.9 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection.

1.5 CUTTING AND REMEDIAL WORK

.1 Do cutting and remedial work required to make the several parts of the Work come together properly.

.2 Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the Work.

.3 Cutting and remedial work required as a result of uncoordinated work, ill timed work or faulty workmanship shall become the responsibility of the Contractor for Making Good such defective work at no extra cost to the Contract.

1.6 WARRANTY

.1 All items which are required to be repaired or replaced under the terms of the warranty, or any extended warranties required by the Contract Documents, shall be warranted from the date of completion of the warranty repair or replacement for a period equal to the time remaining on the original warranty under which it was repaired or replaced at the time the Contractor was notified of the defect.

1.7 WASTE MANAGEMENT AND DISPOSAL

.1 Dispose of waste materials in accordance with applicable regulations and by-laws.

END OF SECTION

Part 1 General

1.1 PROJECT CLEANLINESS

.1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Contract Administrator or other Contractors.

.2 Remove waste materials and debris from site at end of each day. Do not burn waste materials on site.

.3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.4 Provide on-site containers for collection of waste materials and debris.

.5 Provide and use marked separate bins for recycling if applicable.

.6 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.

.7 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

.8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

.9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces

.10 Clean exterior surfaces of dirt and other disfigurations.

.11 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

1.2 FINAL CLEANING

.1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.

.2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

.3 Prior to final review remove surplus products, tools, construction machinery and equipment.

.4 Remove waste products and debris including that caused by Contract Administrator or other Contractors.

.5 Remove waste materials and debris from site. Do not burn waste materials on site.

.6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.7 Remove stains, spots, marks and dirt from all surfaces.

.8 Clean lighting reflectors, lenses, and other lighting surfaces.

.9 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

.10 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

.11 Remove dirt and other disfiguration from exterior surfaces.

.12 Sweep and wash clean paved areas.

1.3 WASTE MANAGEMENT AND DISPOSAL

.1 Dispose waste materials conforming to all applicable regulations and by-laws.

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE REQUIREMENTS

.1 Acceptance of Work Procedures:

.1 Contractor's Inspection: Contractor conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.

.1 Notify Contract Administrator in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.

.2 Request Contract Administrator’s inspection.

.2 Contract Administrator’s Inspection:

.1 Contract Administrator and Contractor to inspect Work and identify defects and deficiencies.

.2 Contractor to correct Work as directed.

.3 Completion Tasks: Contractor submit written certificates that tasks have been performed as follows:

.1 Work: completed and inspected for compliance with Contract Documents.

.2 Defects: corrected and deficiencies completed.

.3 Equipment and systems: tested, adjusted, balanced and fully operational.

.4 Operation of systems: demonstrated to City's personnel.

.5 Work: complete and ready for final inspection.

.4 Final Inspection:

.1 When completion tasks are done, request final inspection of Work by Contract Administrator, and Contractor.

.2 When Work incomplete according to Contract Administrator, complete outstanding items and request re-inspection.

.5 Declaration of Substantial Performance: when Contract Administrator considers the requirements of the contract are substantially performed in accordance with the Construction Act, make application for Certificate of Substantial Performance.

.6 Commencement of Lien and Warranty Periods: date of City's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment:

.1 When Contract Administrator considers final deficiencies and defects corrected and requirements of Contract met, make application for final payment.

.2 When work deemed incomplete by Contract Administrator, complete outstanding items and request re-inspection.

.8 Payment of Holdback: submit application for payment of holdback amount in accordance with contractual agreement.

1.2 FINAL CLEANING

.1 Clean in accordance with Section 01 74 11 - Cleaning.

.1 Remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

Part 1 General

1.1 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Prepare instructions and data using personnel experienced in maintenance and operation of described products.

.3 One week prior to Substantial Performance of the Work, submit to the Contract Administrator one final hard and electronic copy of operating and maintenance manuals in English.

.4 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work.

.5 Provide evidence, if requested, for type, source and quality of products supplied.

1.2 FORMAT

.1 Organize data as instructional manual in electronic, PDF format or approved equal

.2 Cover: identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.

.3 Arrange content by systems, process flow, under Section numbers and sequence of Table of Contents.

.4 Provide covering section and table of contents for each separate product and system, with typed description of product and major component parts of equipment.

.5 Text: manufacturer's printed data, or typewritten data.

.6 Drawings: provide with reinforced punched binder tab.

.1 Bind in with text; fold larger drawings to size of text pages.

1.3 CONTENTS - PROJECT RECORD DOCUMENTS

.1 Table of Contents for Each Volume: provide title of project;

.1 Date of submission; names.

.2 Addresses, and telephone numbers of Consultant and Contractor with name of responsible parties.

.3 Schedule of products and systems, indexed to content of volume.

.2 For each product or system:

.1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

.3 Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.

.4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

.5 Typewritten Text: as required to supplement product data.

.1 Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.

.6 Submit to Contract Administrator:

.1 All warranties as specified for material and labour from each Subcontractor to the Contractor, to be assigned to the City;

.2 Statutory Declaration that all liabilities incurred by the Contractor and Sub-Contractors in carrying out the Contract have been paid and there are no liens, garnishes, attachments or claims relating to the work.

.3 Declaration releasing the Owner from all further claims relating to Contract

.4 Post Construction record drawings to be reviewed and accepted by the Contract Administrator

.5 All other documents as required under this Contract with respect to the performance of the Work.

1.4 AS -BUILT DOCUMENTS AND SAMPLES

.1 Maintain on site for Contract Administrator one record copy of:

.1 Contract Drawings.

.2 Specifications.

.3 Addenda.

.4 Change Orders and other modifications to Contract.

.5 Reviewed shop drawings, product data, and samples.

.6 Field test records.

.7 Inspection certificates.

.8 Manufacturer's certificates.

.9 Permits.

.2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.

.3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document “PROJECT RECORD” in neat, large, printed letters.

.4 Maintain record documents in clean, dry and legible condition. Do no use record documents for construction purposes.

.5 Keep record documents and samples available for inspection by Contract Administrator.

1.5 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

.1 Record information on set of black line drawings, provided by Contract Administrator.

.2 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.

.3 Record information concurrently with construction progress.

.1 Do not conceal Work until required information is recorded.

.4 Contract Drawings and shop drawings: mark each item to record actual construction, including:

.1 Measured depths of elements of foundation in relation to finish grade.

.2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

.3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.

.4 Field changes of dimension and detail.

.5 Changes made by change orders.

.6 Details not on original Contract Drawings.

.7 References to related shop drawings and modifications.

.5 Specifications: mark each item to record actual construction, including:

.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.

.2 Changes made by Addenda and change orders.

.6 Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.

.7 Provide digital photos, if requested, for site records.

.8 Submit final project record documents to Contract Administrator, including:

.1 Information recorded on construction drawings as Contractor’s field notes or in AutoCAD format.

.9 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

.10 Include test and balancing reports as specified in Section 01 45 00 - Quality Control.

.11 Additional requirements: as specified in individual specification sections.

1.6 MATERIALS AND FINISHES

.1 Building products, applied materials, and finishes: include product data, with catalogue number, size, composition, and colour and texture designations.

.1 Provide information for re-ordering custom manufactured products.

.2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.3 Moisture-protection and weather-exposed products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.4 Additional requirements: as specified in individual specifications sections.

1.7 MAINTENANCE MATERIALS

.1 Spare Parts:

.1 Provide spare parts, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to location as directed by Contract Administrator; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Contract Administrator.

.2 Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

.2 Extra Stock Materials:

.1 Provide extra artificial turf and infill materials, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to location as directed by Contract Administrator; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Contract Administrator.

.2 Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

.3 Special Tools:

.1 Provide special tools, in quantities specified in individual specification section.

.2 Provide items with tags identifying their associated function and equipment.

.3 Deliver to location as directed by Contract Administrator; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Contract Administrator.

.2 Include approved listings in Maintenance Manual.

1.8 DELIVERY, STORAGE AND HANDLING

.1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.

.2 Store in original and undamaged condition with manufacturer's seal and labels intact.

.3 Store components subject to damage from weather in weatherproof enclosures.

.4 Store paints and freezable materials in a heated and ventilated room.

.5 Remove and replace damaged products at own expense and for review by Contract Administrator.

1.9 WARRANTIES

.1 Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:

.1 Separate each warranty with index tab sheets keyed to Table of Contents listing.

.2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

.3 Obtain warranties, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

.4 Verify that documents are in proper form, contain full information, and are notarized.

.5 Co-execute submittals when required.

.6 Retain warranties until time specified for submittal.

.2 Respond in timely manner to oral or written notification of required construction warranty repair work.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

.1 Section 02 90 00 – Artificial Turf System.

1.2 DESCRIPTION

.1 This section specifies the demolition, removal, stockpiling and disposal off-site of all items which interfere with the proposed works and the removal and disposal off-site of all debris found within the limit of work.

1.3 MEASUREMENT AND PAYMENT

.1 Demolition of items will be measured for payment as specified in the Schedule of Prices, including removal and disposal of materials off site as shown on the drawings.

1.4 REFERENCES

.1 Definitions:

- .1 Demolition: destruction of items following removal of hazardous materials.
- .2 Hazardous Materials: dangerous substances, dangerous goods, hazardous commodities and hazardous products, may include but not limited to: asbestos PCB's, CFC's, HCFC's poisons, corrosive agents, flammable substances, ammunition, explosives, radioactive substances, or other material that can endanger human health or well being or environment if handled improperly.
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).
- .4 Transport Canada (TC)
  - .1 Transportation of Dangerous Goods Act (TDGA), 1992 (S.C. 1992, c. 34), Current.

1.5 ADMINISTRATIVE REQUIREMENTS

.1 Site Meetings.

- .1 Convene pre-demolition site meeting with Contract Administrator one week prior to beginning work of this Section in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart to:
  - .1 Verify project requirements.
  - .2 Review installation and substrate conditions.
  - .3 Co-ordination with other subtrades.
  - .4 Review manufacturer's installation instructions and warranty requirements.

.5 Examine existing site conditions adjacent to demolition work, prior to start of Work.

.6 Verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.

1.6 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

.2 Hazardous Materials:

.1 Provide description of Hazardous Materials and Notification of Filing with proper authorities prior to beginning of Work as required.

.3 Certificates:

.1 Submit copies of certified weigh bills from authorized disposal sites and reuse and recycling facilities for material removed from site and upon request of Contract Administrator.

1.7 QUALITY ASSURANCE

.1 Regulatory Requirements: ensure Work is performed in compliance with applicable Provincial/Territorial regulations.

1.8 DELIVERY, STORAGE AND HANDLING

.1 Store and manage hazardous materials in accordance with Section 01 35 43 - Environmental Procedures.

.2 Storage and Protection.

.1 Protect existing items designated to remain and items designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of Contract Administrator and at no cost to City.

.2 Remove and store materials to be salvaged, in manner to prevent damage.

.3 Store and protect in accordance with requirements for maximum preservation of material.

.4 Handle salvaged materials as new materials.

1.9 SITE CONDITIONS

.1 Site Environmental Requirements.

.1 Perform work in accordance with Section 01 35 43 - Environmental Procedures.

.2 Ensure that selective demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.

.3 Do not dispose of waste of volatile materials including but not limited to, mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers.

.1 Ensure proper disposal procedures are maintained throughout the project.

.4 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers or onto adjacent properties.

.5 Control disposal or runoff of water containing suspended materials or other harmful substances.

.6 Protect trees, plants and foliage on site and adjacent properties where indicated.

Part 2 Products

2.1 EQUIPMENT

.1 Leave machinery running only while in use, except where extreme temperatures prohibit shutting machinery down.

Part 3 Execution

3.1 PREPARATION

.1 Locate and protect utilities. Preserve active utilities traversing site in operating condition.

.2 Notify and obtain approval of utility companies before starting demolition.

3.2 REMOVAL OF HAZARDOUS WASTES

.1 Remove contaminated or dangerous materials defined by authorities having jurisdiction, relating to environmental protection, from site and dispose of in safe manner to minimize danger at site or during disposal.

3.3 REMOVAL OPERATIONS

.1 Demolish and remove items as indicated.

.2 Do not disturb items designated to remain in place.

.3 Removal of pavements, curbs and gutters:

.1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by Contract Administrator.

.2 Protect adjacent joints and load transfer devices.

.3 Protect underlying and adjacent granular materials.

.4 Salvage:

.1 Remove items containing materials for salvage and stockpile salvaged materials at locations as indicated.

.5 Disposal of Material:

.1 Dispose of materials not designated for salvage or reuse in work to be disposed off- site.

.6 Backfill:

.1 Backfill in areas as indicated and in accordance with Section 31 23 33.01 - Excavating, Trenching and Backfilling.

3.4 STOCKPILING

.1 Label stockpiles, indicating material type and quantity.

.2 Locate stockpiled materials convenient for use in new construction to eliminate double handling wherever possible.

3.5 REMOVAL FROM SITE

.1 Remove stockpiled material when it interferes with operations of project.

.2 Remove stockpiles of like materials by alternate disposal option once collection of materials is complete.

.3 Dispose of materials not designated for salvage or re-use in work off-site at authorized facility.

3.6 RESTORATION

.1 Restore areas and existing works outside areas of demolition to conditions that existed prior to beginning of Work.

.2 Use soil treatments and procedures, which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

3.7 PROTECTION

.1 Repair damage to adjacent materials or property caused by selective site demolition.

3.8 CLEANING

.1 Progress and Final Cleaning: clean in accordance with Section 01 74 11 - Cleaning.

.1 Leave Work area clean at end of each day.

.2 Remove debris, trim surfaces and leave work site clean, upon completion of Work.

.3 Use cleaning solutions and procedures, which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Environment and Climate Change Canada

.1 Canadian Environmental Protection Act (CEPA), 1999 (S.C.1999, c.33), Current.

.2 PCB Regulations (SOR/2008-273), Current.

.3 PCB Waste Export Regulations, 1996 (SOR/97-109), Current.

.4 Ozone-Depleting Substances and Halocarbon Alternative Regulations (SOR/2016-137), Current.

.5 Environmental Code of Practice on Halons, Current.

.6 Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, Current.

.2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)

.1 Material Safety Data Sheets (MSDS).

.3 National Research Council Canada - Institute for Research in Construction (NRC-IRC)

.1 National Fire Code of Canada, Current.

.4 Transport Canada (TC)

.1 Transportation of Dangerous Goods Act (TDGA), 1992 (S.C. 1992, c. 34), Current.

.2 Consolidated Transportation of Dangerous Goods Regulations (TDGR) including Amendment SOR/2017-253, Current.

1.2 DEFINITIONS

.1 Toxic: substance is considered toxic if it is listed on Toxic Substances List found in Schedule 1 of CEPA.

.2 List of Toxic Substances: found in Schedule 1 of CEPA, lists substances that have been assessed as toxic. Federal Government can make regulations with respect to a substance specified on List of Toxic Substances. Column II of this list identifies type of regulation applicable to each substance.

.3 PCBs: includes chlorobiphenyls referred to in Column I of item 1 of the List of Toxic Substances in Schedule I of Canadian Environmental Protection Act.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Product Data:

.1 Submit WHMIS MSDS - Material Safety Data Sheets in accordance with Section 02 81 01 - Hazardous Materials.

.2 Submit photocopy of shipping documents to Contract Administrator when shipping toxic wastes off site.

.3 Maintain 1 copy of product data in readily accessible file on site.

1.4 DELIVERY, STORAGE, AND HANDLING

.1 Store and handle toxic wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines.

.2 Store and handle flammable and combustible wastes in accordance with current National Fire Code of Canada requirements.

.3 Co-ordinate storage of toxic wastes with Contract Administrator and follow internal requirements for labelling and storage of wastes.

.4 Observe smoking regulations, smoking is prohibited in area where toxic wastes are stored, used, or handled.

.5 Only certified persons who have successfully completed Environment Canada Environmental Awareness Course for Environmentally Safe Handling of Refrigerants are permitted to work on refrigeration and air conditioning systems.

.6 Report spills or accidents involving toxic wastes immediately to Contract Administrator and to appropriate regulatory authorities. Take reasonable measures to contain the release while ensuring health and safety is protected.

.7 Transport toxic wastes in accordance with federal Transportation of Dangerous Goods Act, Transportation of Dangerous Goods Regulations, and applicable provincial regulations.

.8 Use authorized/licensed carrier to transport toxic waste.

.9 Coordinate disposal of toxic wastes with Contract Administrator.

.10 Notify appropriate regulatory authorities and obtain required permits and approvals prior to exporting toxic waste.

.11 Dispose of toxic wastes generated on site in accordance with applicable federal and provincial acts, regulations, and guidelines.

.12 Ensure toxic waste is shipped to authorized/licensed treatment or disposal facility and that liability insurance requirements are met.

.13 Minimize generation of toxic waste to maximum extent practicable. Take necessary precautions to avoid mixing clean and contaminated wastes.

.14 Identify and evaluate recycling and reclamation options as alternatives to land disposal, such as:

.1 Hazardous wastes recycled in manner constituting disposal.

.2 Hazardous waste burned for energy recovery.

.3 Hazardous wastes with economically recoverable precious metals.

.15 Provide Contract Administrator with certification of approved MOE part V Landfill location.

END OF SECTION

Part 1 General

1.1 REFERENCES

.1 Definitions:

.1 Dangerous Goods: product, substance, or organism specifically listed or meets hazard criteria established in Transportation of Dangerous Goods Regulations.

.2 Hazardous Material: product, substance, or organism used for its original purpose; and is either dangerous goods or material that will cause adverse impact to environment or adversely affect health of persons, animals, or plant life when released into the environment.

.3 Hazardous Waste: hazardous material no longer used for its original purpose and that is intended for recycling, treatment or disposal.

.2 Reference Standards:

.1 Environment and Climate Change Canada (ECCC)

.1 Canadian Environmental Protection Act (CEPA), 1999 (S.C.1999, c.33), Current.

.2 Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (SOR/2005-149), Current.

.2 Transport Canada (TC)

.1 Transportation of Dangerous Goods Act (TDGA), 1992 (S.C. 1992, c. 34), Current.

.2 Consolidated Transportation of Dangerous Goods Regulations (TDGR) including Amendment SOR/2017-253, Current.

.3 Green Seal (Environmental Standards) (GS)

.1 GS-11-Current, Paints, Coatings, Stains, and Sealers.

.2 GS-36-Current, Adhesives for Commercial Use.

.4 Health Canada / Workplace Hazardous Materials Information System (WHMIS)

.1 Material Safety Data Sheets (MSDS).

.5 National Research Council Canada - Institute for Research in Construction (NRC-IRC)

.1 National Fire Code of Canada, Current.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for hazardous materials and include product characteristics, performance criteria, physical size, finish and limitations.

.2 Submit WHMIS MSDS in accordance with Section 01 35 43 - Environmental Procedures to Contract Administrator for each hazardous material required prior to bringing hazardous material on site.

1.3 DELIVERY, STORAGE AND HANDLING

.1 Deliver, store and handle materials in accordance Section 01 61 00 - Common Product Requirements and manufacturer's written instructions.

.2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

.3 Transport hazardous materials and wastes in accordance with Transportation of Dangerous Goods Act, Transportation of Dangerous Goods Regulations, and applicable provincial regulations.

.1 When exporting hazardous waste to another country, ensure compliance with Export and Import of Hazardous Waste and Hazardous Recyclable Materials Regulations.

.4 Storage and Handling Requirements:

.1 Co-ordinate storage of hazardous materials with Contract Administrator and abide by internal requirements for labelling and storage of materials and wastes.

.2 Store and handle hazardous materials and wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines.

.3 Store and handle flammable and combustible materials in accordance with National Fire Code of Canada requirements.

.4 Keep no more than 45 litres of flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use.

.1 Store flammable and combustible liquids in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval.

.2 Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires the written approval of the Contract Administrator.

.5 Transfer of flammable and combustible liquids is prohibited within buildings.

.6 Transfer flammable and combustible liquids away from open flames or Lanheat-producing devices.

.7 Solvents or cleaning agents must be non-flammable or have flash point above 38 degrees C.

.8 Store flammable and combustible waste liquids for disposal in approved containers located in safe, ventilated area. Keep quantities to minimum.

.9 Observe smoking regulations, smoking is prohibited in areas where hazardous materials are stored, used, or handled.

.10 Storage requirements for quantities of hazardous materials and wastes in excess of 5 kg for solids, and 5 litres for liquids:

.1 Store hazardous materials and wastes in closed and sealed containers.

.2 Label containers of hazardous materials and wastes in accordance with WHMIS.

.3 Store hazardous materials and wastes in containers compatible with that material or waste.

.4 Segregate incompatible materials and wastes.

.5 Ensure that different hazardous materials or hazardous wastes are stored in separate containers.

.6 Store hazardous materials and wastes in secure storage area with controlled access.

.7 Maintain clear egress from storage area.

.8 Store hazardous materials and wastes in location that will prevent them from spilling into environment.

.9 Have appropriate emergency spill response equipment available near storage area, including personal protective equipment.

.10 Maintain inventory of hazardous materials and wastes, including product name, quantity, and date when storage began.

.11 When hazardous waste is generated on site:

.1 Co-ordinate transportation and disposal.

.2 Comply with applicable federal, provincial and municipal laws and regulations for generators of hazardous waste.

.3 Use licensed carrier authorized by provincial authorities to accept subject material.

.4 Before shipping material obtain written notice from intended hazardous waste treatment or disposal facility it will accept material and it is licensed to accept this material.

.5 Label containers with legible, visible safety marks as prescribed by federal and provincial regulations.

.6 Only trained personnel handle, offer for transport, or transport dangerous goods.

.7 Provide photocopy of shipping documents and waste manifests to Contract Administrator.

.8 Track receipt of completed manifest from consignee after shipping dangerous goods. Provide photocopy of completed manifest to Contract Administrator.

.9 Report discharge, emission, or escape of hazardous materials immediately to Contract Administrator and appropriate provincial authority. Take reasonable measures to control release.

.12 Ensure personnel have been trained in accordance with Workplace Hazardous Materials Information System (WHMIS) requirements.

.13 Report spills or accidents immediately to Contract Administrator. Submit a written spill report to Contract Administrator within 24 hours of incident.

Part 2 Products

2.1 MATERIALS

.1 Description:

.1 Bring on site only quantities hazardous material required to perform Work.

.2 Maintain MSDS in proximity to where materials are being used. Communicate this location to personnel who may have contact with hazardous materials.

Part 3 Execution

3.1 CLEANING

.1 Progress and Final Cleaning: clean in accordance with Section 01 74 11 - Cleaning.

.2 Waste Management:

.1 Dispose of hazardous waste materials in accordance with applicable federal and provincial acts, regulations, and guidelines.

.2 Recycle hazardous wastes for which there is approved, cost effective recycling process available.

.3 Send hazardous wastes to authorized hazardous waste disposal or treatment facilities.

.4 Burning, diluting, or mixing hazardous wastes for purpose of disposal is prohibited.

.5 Disposal of hazardous materials in waterways, storm or sanitary sewers, or in municipal solid waste landfills is prohibited.

.6 Dispose of hazardous wastes in timely fashion in accordance with applicable provincial regulations.

.7 Minimize generation of hazardous waste to maximum extent practicable. Take necessary precautions to avoid mixing clean and contaminated wastes.

.8 Identify and evaluate recycling and reclamation options as alternatives to land disposal, such as:

.1 Hazardous wastes recycled in manner constituting disposal.

.2 Hazardous waste burned for energy recovery.

.3 Lead-acid battery recycling.

.4 Hazardous wastes with economically recoverable precious metals.

END OF SECTION

PART 1 GENERAL

1.1 Related Work

.1 All Division 1 Specifications.

1.2 Product Data

.1 Submit product data in accordance with Section 01330 - Submittal Procedures.

1.3 Shop Drawings

.1 Submit shop drawings in accordance with Section 01330 - Submittal Procedures.

.2 Indicate dimensions, sizes, assembly, anchorage and installation details for each product specified.

.3 For Football Upright Ground Sleeves and Footing, provide P.Eng Certified Shop Drawings. Certified Engineered Shop Drawings are inclusive of final field certification and deemed included in the price.

1.4 Closeout Submittals

.1 Provide maintenance data for care and cleaning of all products for incorporation into the maintenance manual specified in Section 01780 - Closeout Submittals

PART 2 PRODUCTS

2.1 Materials

.1 Site Furnishings as follows:

Football Upright Ground Sleeves

Supplier: Sportsfield Specialties
Model: GPGS
Includes: Two (2) ground sleeves.

Ground sleeve Access Cover

Supplier: Sportsfield Specialties
Model: GPAFITHD
Includes: Two (2) Heavy-duty steel access frame with synthetic turf infill-retainer system, four (4) removable half-cover plugs, two (2) optional full-cover plug, factory-installed interior and exterior gasket seals, anchor bolts and fastening hardware, and 1-inch PVC drainage connection stub.

PART 3 EXECUTION

3.1 Installation

.1 Assemble all products in accordance with manufacturer's instructions and specifications.

.2 Install all products true, plumb, and firmly anchored.

.3 Damaged products will be rejected.

END OF SECTION

PART - 1 General

1.1 RELATED DOCUMENTS

.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

.1 Section includes complete artificial turf surfacing systems (dual yarn fiber with black SBR performance infill and silica sand stabilizing infill).

1.3 PREINSTALLATION MEETINGS

.1 Pre-installation Conference: Conduct conference at the site at the date and time to be determined by the Contract Administrator.

1.4 SUBMITTALS

.1 Product Data: ***The following submittals are to be submitted by the Artificial Turf Manufacturer ten (10) days following contract award:***

- .1 Fully compliant artificial turf surfacing system with dual yarn fiber (monofilament and slit-film), lab report tested to the FIFA Quality Pro Standard (FIFA Quality Programme) and World Rugby Reg.22 for the artificial turf surfacing system being proposed for supply and installation;
- .2 Product Data Sheet for the Infill Materials. Infill material to be black SBR performance infill and silica sand stabilizing infill.
- .3 Documentation that the manufacturer of the artificial turf surfacing system is a FIFA Preferred Producer or FIFA Licensee.

.2 Shop Drawings: For artificial turf surfacing. ***The following submittals are to be submitted by the Artificial Turf Manufacturer ten (10) days following contract award:***

- .1 Include sections and details.
- .2 Show locations of seams and method of seaming.
- .3 Show layout of game lines, numbers, and letters. Indicate application method of each line and marking.

.3 Samples: For the artificial turf surfacing system being proposed for supply and installation. ***The following submittals are to be submitted by the Artificial Turf Manufacturer ten (10) days following contract award:***

- .1 Infill Material: 10 litre bag of Black SBR performance infill and 10 litre bag of silica sand stabilizing infill.
- .2 Turf Fabric: 300 mm square.

.3 Infill Material: 200 ml of each type.

.4 Seam Sample: 600 mm square with seam centered in sample.

1.5 INFORMATIONAL SUBMITTALS

.1 Qualification Data: For the Installer.

.2 Product Test Reports: For the artificial turf surfacing system assembly.

.3 GMax Testing Report for the artificial turf surfacing system being proposed for supply and installation.

.4 Field quality-control reports.

.5 Sample Warranties: For the artificial turf surfacing system assembly.

1.6 CLOSEOUT SUBMITTALS

.1 Maintenance Data: For artificial turf surfacing, including maintenance cleaning instructions, to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

.1 Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

.1 Turf Fabric: Minimum of 30 sq. m for the artificial turf.

.2 Infill: Two (2), 2.7 m3 bags of black SBR performance infill

.3 Seaming Tape and Adhesive: One roll of seaming tape and four litres of adhesive.

1.8 DELIVERY, STORAGE, AND HANDLING

.1 Store materials within the designated material storage area adjacent to the site access, as identified on the drawings, in a manner that allows installation of artificial turf surfacing without excessive disturbance of the site. Storage within the existing parking lot is not permitted.

.2 Place the order for the specified artificial turf within **10 calendar days of issuance of the Purchase Order or the project kickoff meeting,** whichever occurs first. Coordinate required submittals and Consultant review to meet this deadline. Provide written confirmation of the order and the manufacturer's anticipated production and delivery dates.

.3 Arrange procurement, delivery, and suitable secure storage so the turf is available for installation as soon as weather and site conditions permit, in accordance with the approved construction schedule.

.4 Store and handle the turf in accordance with the manufacturer's written requirements, including requirements for packaging, roll support, stacking, temperature, moisture,

ultraviolet exposure, and maximum storage duration. Protect materials from damage, contamination, theft, and deterioration throughout storage and transportation.

.5 Obtain written confirmation from the manufacturer that the proposed storage arrangements and duration will preserve the specified warranty coverage. Early procurement, delivery, or storage shall not reduce the specified eight-year warranty period commencing at Substantial Performance.

.6 Include all costs associated with storage facilities, insurance, protection, handling, loading, unloading, and transportation to and from storage and to the site in the Contract Price. Replace materials damaged or rendered unsuitable through storage or transportation at no additional cost to the Owner.

1.9 WARRANTY

.1 Special Warranty: **8-year, 3rd party, pre-paid warranty** – the Warranty Certificate must be issued by the Manufacturer of the artificial turf product together in kind. The Turf Manufacturer agrees to repair or replace artificial turf surfacing that fails in materials or workmanship within specified warranty period.

.1 Failures include, but are not limited to, the following:

.1 Deterioration and excessive wear.

.2 Deterioration from UV light.

.3 Maintain the GMax performance requirements of the warranty requirements.

.4 Seam separation, including game lines and markings. Where defects in the turf seams are identified (tears or line work that has separated from the turf matting, the Turf Installer / Manufacturer is required to correct, repair or replace such defects within 48 hours of being notified of the defect.

.5 Not lose drainage porosity.

.6 Not wear or decrease in composition by more than 3% per year.

.7 Not attain 40% wear or decrease in structure over the 8-year warranty period.

.2 Warranty Period: 8 years from date of Substantial Performance.

.3 Insurance coverage shall specifically provide for reimbursement to the warranty holder (the City of Hamilton) in the event of bankruptcy of the artificial turf provider.

.4 Insurance is provided by a 3rd party insurer with an A.M. Best financial strength rating of “Excellent” or higher.

.5 Insurance coverage shall not have exclusions for epidemic or catastrophic failure.

.6 Insurance coverage shall not limit the hours of use.

.7 Insurance coverage shall not exclude heavy trafficked areas.

.8 Insurance coverage offers a minimum claim limit of (CDN) $2 million in the aggregate per annum. Insurance coverage offers a minimum claim limit of (CDN) $500,000.

.2 Annual Review Meetings – on each anniversary date of the Certificate of Substantial Performance during the Warranty Period, the Turf Installer and Manufacturer, as applicable, for the Artificial Turf System shall attend a review meeting with the Owner.

.1 The purpose of the meeting will be to review the field performance, field drainage porosity, perform shock absorbency monitoring, assess the life expectancy, review Owner maintenance records of permissible work performed on the field to date and visually review all joints seams and perimeter anchoring for stability.

.2 During the first two (2) years of the Warranty Period the meeting will be arranged, scheduled and all costs paid for by the Turf Installer and Manufacturer, as applicable.

.3 Following the expiry of the first two (2) years of the Warranty Period the Owner will arrange and schedule the annual review meetings with the Turf Installer and/or the Warrantor, as applicable.

.4 Attendance at the annual review meetings by the Turf Installer and Manufacturer, as applicable, is mandatory and a condition of the Warranty.

PART - 2 Products

2.1 MANUFACTURERS

.1 Acceptable Artificial Turf Systems (or approved equivalent):

.1 System: MF Pro 60
Manufacturer: Greenfields

2.2 PERFORMANCE REQUIREMENTS

.1 Turf Fabric: Turf fabric tested according to the following methods, with additional test method conditions for each method according to D1577.

.2 Artificial Turf Surfacing: Assembly tested according to the following methods, with additional test method conditions for each method according to FIFA Quality Pro Standards.

.1 Artificial turf surfacing system must fully comply with the FIFA Quality Pro Programme.

.2 Shock Attenuation: No greater than 150 GMax at time of installation according to F1936.

.3 Permeability: 1000 mm/h of rainfall capacity according to DIN 18-035.

.4 Durability: Minimum of 40,000 wear cycles (Lisport test or approved alternate).

2.3 ARTIFICIAL TURF SURFACING

.1 Artificial Turf Surfacing: Complete surfacing system (dual yarn), consisting of synthetic yarns bound to backing per 2.3.3 and infill indicated, suitable for multipurpose sport playing fields.

.2 Turf Fabric: Woven turf fabric complying with the following:

.1 **Artificial Turf Surfacing System**

Property	Value	Units	Method
Pile Yarn Type	UV-resistant polyethylene		---
Yarn Structure 1	Diamond-Profile Monofilament		---
Yarn Denier 1	12,000/4	Denier	D1577
Tape Thickness 1	365 (min)	Microns	---
Yarn Structure 2	XP Blade Plus Slit-Film		---
Yarn Denier 2	5,000/1	Denier	D1577
Tape Thickness 2	100	Microns	---
Pile Height	60	mm	D5823
Pile Weight	64	oz./sq.yd.	D5848
Primary Backing Weight	7.5	oz./sq.yd.	D5848
Secondary Backing Weight (perforated)	20	oz./sq.yd.	D5848
Total Carpet Weight	91.5	oz./sq.yd.	D5848
Stitch Gauge	½”		D5793
Tuft Bind	>9	lbs/force	D1335
Grab Tear Length	274	lbs/force	D5034
Grab Tear Width	395	lbs/force	D5034
Impact Attenuation (Gmax)	<150 for duration of warranty	gmax	F1936
Water Permeability	>1000	mm/hr.	DIN 18-035
SBR Infill Height	8 (min)	kg/m2	---
Sand Infill Height	35 (max)	kg/m2	---
Visible Fibre Height (above infill)	17	mm	---

.3 Backing: manufacturer's standard woven or nonwoven polypropylene primary backing with urethane-coated secondary backing; provide perforations or drainage channels sufficient to meet permeability indicated.

.4 Game Lines and Markings: Provide game lines and markers in widths and colors according to requirements indicated on Drawings.

.1 Application Method: Provide synthetic turf as a blank field surface without tufted-in or inlaid game lines, markings, or logos. Owner to field-paint game lines and markings as required.

.5 Seaming Method: ***Seams must be sewn.***

2.4 OTHER MATERIALS

.1 Shock-Attenuation Pad:

.1 The existing Shock-Attenuation pad (Schmitz - 23mm thick) is to be preserved and protected during the removal of the existing infill and artificial turf. Contractor to remove existing infill and artificial turf with extreme care. Contractor to make good any damage. Provision for replacement of existing shock-attenuation pad is only for areas deemed unfit for use and is not intended to address replacement as a result of construction operations.

.2 SBR Performance Infill:

.1 The SBR infill shall be tested to meet FIFA requirements. The proposed product must have been installed at the least in one (1) FIFA certified installation in North America in the past five (5) years

.2 The SBR performance infill shall be Black through it’s entire mass.

.3 All other materials required for a complete installation shall be as recommended by the manufacturer, subject to the requirements of this section.

.4 Contractor is not permitted to reuse any component, other than the shockpad, as part the new turf installation. Existing turf, sand infill and rubber infill are to be removed and disposed off-site.

PART - 3 Execution

3.1 EXAMINATION

.1 Examine base and other conditions, with Installer present, for compliance with requirements for installation tolerances, permeability, and other conditions affecting performance of the Work.

.2 Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

.1 Avoid disturbance/damage to the Shock-Attenuation pad during removal of existing artificial turf system and during the installation of the new artificial turf system.

.2 Provide seams flat and snug, with no gaps or fraying. Remove yarns that are trapped within seams. Provide seaming tape that extends minimum 150 mm beyond seam.

.3 Repair loose seams and bubbles formed due to expansion of turf fabric prior to installation of infill.

.4 Evenly broadcast and groom infill by machine in proportions and depth after settling as recommended by the manufacturer, and to meet indicated performance requirements. Rake fibers trapped by infill to surface.

3.3 FIELD QUALITY CONTROL

.1 Testing Agency: Sports Labs Global has been engaged by the City of Hamilton to perform tests and inspections of the artificial turf systems.

.2 Perform the following tests and inspections:

.1 Conduct base assessment including infiltration / permeability testing;

.2 Perform shock-attenuation pad evaluation (shock absorption, vertical deformation, and GMax to ascertain condition of material);

.3 Pre-Shipment Testing: Samples from random rolls of the synthetic turf (approx. 1 roll out of every 6) will be taken and sent to an independent testing laboratory (Sports Labs) to verify that the product matches the FIFA lab reports submitted at the time of tender (FIFA Quality Pro). Tests include total carpet weight, fiber (pile yarn) weight, fiber (pile yarn) height, tufting gauge and tuft bind.

.4 On-Site Field Testing: Sports Labs will provide full FIFA Quality Pro testing with FIFA certification, World Rugby Reg.22 certification, HIC and GMax testing, and pre-installation testing on turf sample to ensure that material delivered to site corresponds to material declared in pre-shipment report.

3.4 DEMONSTRATION

.1 Provide training for Owner's maintenance personnel in proper maintenance procedures for artificial turf surfacing.

END OF SECTION - 029000

Hamilton Stadium Artificial Turf Replacement Project

The Corporation of the City of Hamilton

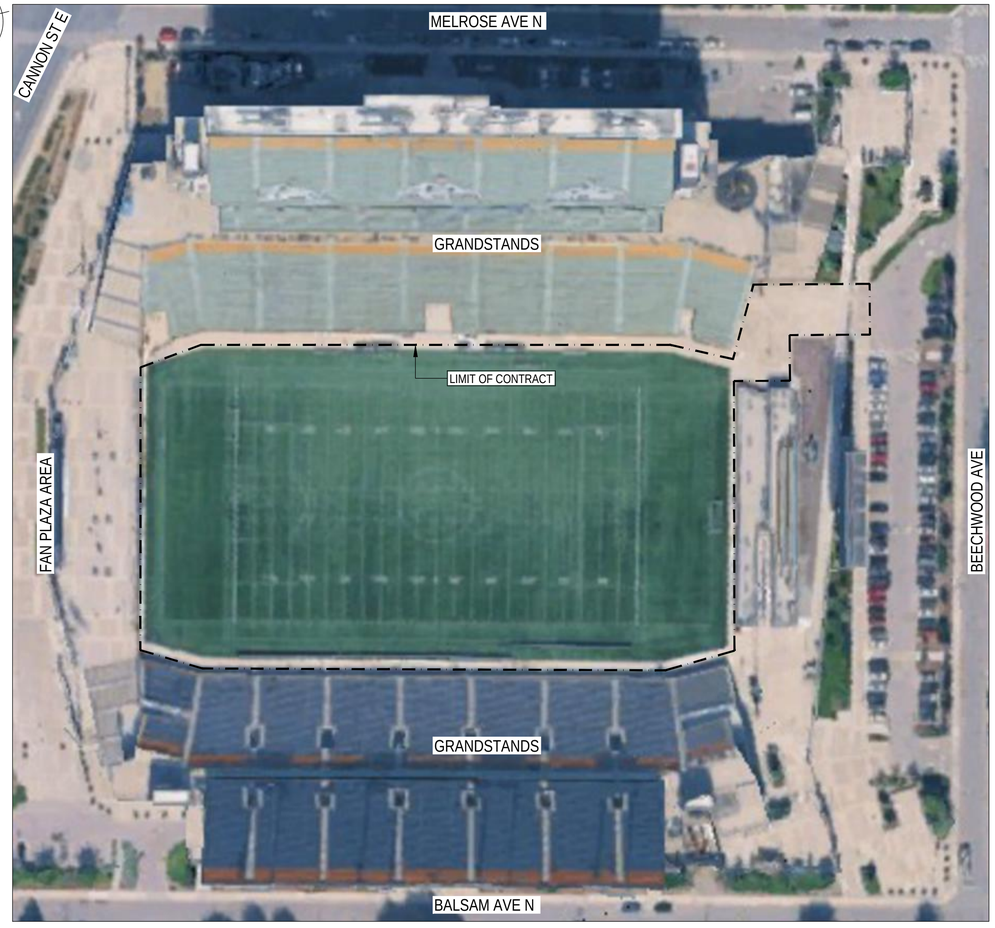
Contract No.: C13-25-26

Sheet No. Title

EX-1	EXISTING CONDITIONS, SITE PREPARATION & REMOVALS PLAN
EX-2	SITE PHOTOS
L1	ARTIFICIAL TURF LAYOUT PLAN
L2	MULTI-SPORT FIELD LAYOUT PLAN
L3	CFL FOOTBALL FIELD LAYOUT PLAN
L4	FIFA SOCCER FIELD LAYOUT PLAN
L5	WORLD RUGBY FIELD LAYOUT PLAN
L6	SEAMING PLAN

DETAILS

D-1	DETAILS



HAMILTON STADIUM AERIAL

N.T.S

ISSUED FOR: Review ☐ Tender ☒ Construction ☐

LPL No. 2026-122

ISSUED FOR TENDER

CLIENT:

Hamilton

The Corporation of the City of Hamilton
Facilities Design and Construction

28 James St N, 5th Floor
Hamilton, Ontario
L8R 2K1
Tel: 905.546.2424
Attn: Ms. Leanne Turner, Arch. T. FMP

PRIME CONSULTANT:

landscape planning
LANDSCAPE ARCHITECTS

95 Mural Street, Suite 207, Richmond Hill, ON L4B 3G2
Tel: 905.669.6838, www.landscapeplan.ca

SUB-CONSULTANTS:

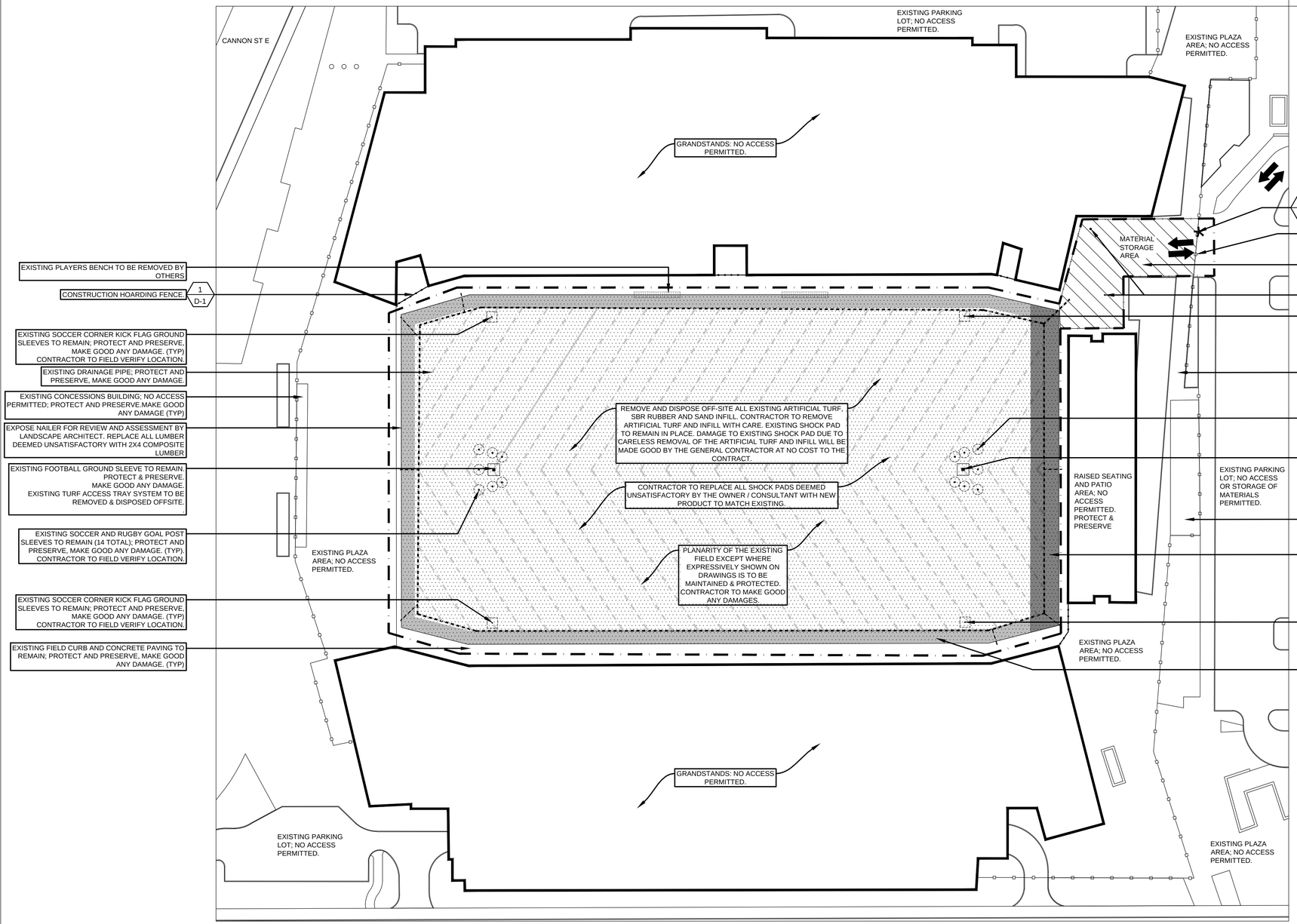
Sports Labs
Sports Labs LLC
50 Business Depot Drive,
Ringgold, Georgia
30736
TEL: +1.706.406.2070



SITE CONTEXT MAP

N.T.S

HAMILTON STADIUM



GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR, UPON ACCEPTANCE OF THE CONTRACT, ASSUMES COMPLETE RESPONSIBILITY AND LIABILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION, AND WILL ENSURE PUBLIC SAFETY AND CLEANLINESS OF MUNICIPAL ROADS NEAR THE SITE.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES AND SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK, AND REPORT ANY DISCREPANCIES TO THE CONSULTANT BEFORE PROCEEDING. NO ALLOWANCE SHALL BE MADE ON BEHALF OF THE CONTRACTOR FOR FAILURE TO DO SO.
3. THE CONSULTANT IS NOT RESPONSIBLE FOR ACCURACY OF SURVEY OR ENGINEERING DRAWINGS. REFER TO APPROPRIATE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
4. ALL CONSTRUCTION TO BE CARRIED OUT IN ACCORDANCE WITH THE MOST CURRENT PROVINCIAL AND MUNICIPAL STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION MUST CONFORM TO ALL APPLICABLE CODES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION.
6. SITE SHALL BE MAINTAINED IN A CLEAN AND ORDERLY STATE FOR THE DURATION OF CONSTRUCTION; ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT.
7. REFUELING, LUBRICATION AND/OR MAINTENANCE OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON SITE UNLESS APPROVED BY THE OWNER IN WRITING.
8. CONTRACTOR SHALL BE PERMITTED ONE (1) POINT OF ACCESS FROM BEECHWOOD AVE. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ONE (1) CONSTRUCTION GATE WITH LOCK.
9. THE CONTRACTOR SHALL BE REQUIRED TO HAVE A FLAGMAN DIRECTING ALL DELIVERIES OF MACHINERY OR MATERIALS TO THE SITE.
10. STORAGE OF MATERIALS, VEHICLES AND EQUIPMENT SHALL NOT BE PERMITTED WITHIN THE MUNICIPAL ROAD ALLOWANCE OR ON PRIVATE PROPERTY.
11. AREAS FOR THE STORAGE OF MATERIALS AND EQUIPMENT SHALL BE APPROVED BY THE OWNER OR CONSULTANT. MATERIAL AND EQUIPMENT STORAGE SHALL NOT BE PERMITTED WITHIN 15m OF RESIDENTIAL LOTS.
12. THE CONTRACTOR SHALL NOTIFY CONSULTANT 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE INSPECTION SCHEDULES.
13. ALL EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES FOR UTILITY STAKEOUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL GIVE UTILITIES ADVANCE NOTICE PRIOR TO DIGGING AND SHALL ASSUME ALL LIABILITIES OF DAMAGE DURING CONSTRUCTION.
14. THE CONDITION OF CURBS, SIDEWALKS, STREET TREES AND UTILITIES LOCATED WITHIN THE MUNICIPAL R.O.W. SHALL BE REVIEWED AND DOCUMENTED BETWEEN ALL PARTIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR WILL RECTIFY ANY DAMAGES, AT THEIR OWN COST, TO THE SATISFACTION OF THE OWNER / MUNICIPALITY.
15. ALL EXISTING VEGETATION AND UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION. REFER TO DETAILS FOR APPROVED FENCING TYPES. ANY DAMAGES NOTED TO BE RECTIFIED AT THE COST OF THE CONTRACTOR.
16. NO MACHINE ACCESS OR GRADE CHANGES ARE PERMITTED WITHIN THE DRIP LINE OF EXISTING TREES. ANY ROOTS OR BRANCHES WHICH EXTEND BEYOND THE TREE PROTECTION HOARDING INDICATED ON THIS PLAN WHICH REQUIRE PRUNING, MUST BE DONE IN ACCORDANCE WITH GOOD ARBORICULTURAL STANDARDS. ANY EXCAVATIONS WITHIN THE DRIP LINE MUST BE HAND DUG. THE CONTRACTOR TO REMOVE AND DISPOSE HOARDING FENCING UPON CONSTRUCTION COMPLETION.
17. CONTRACTOR SHALL ENSURE THAT EXISTING RESIDENTIAL / SCHOOL FENCING IS PROTECTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL REPAIR AT HIS COST ANY DAMAGE ARISING DURING THE PARK CONSTRUCTION.
18. ANY ACCESS FROM THE REAR YARDS OF RESIDENTIAL LOTS SHALL BE RESTRICTED BY INSTALLING WIRE ON GATES.
19. CONTRACTOR SHALL SUPPLY AND INSTALL FILTER FABRIC PROTECTION ON ALL EXISTING CATCH BASINS AND UTILITIES THAT ARE TO REMAIN AND THAT MAY BE AFFECTED BY THE CONSTRUCTION.
20. REMOVE AND DISPOSE OF ALL ITEMS NECESSARY TO PERMIT NEW CONSTRUCTION
21. REMOVAL OF ITEMS INCLUDES FULL REMOVAL OF ANY FOOTINGS.
22. REMOVE ALL SOD AND SOIL AS MAY REQUIRED TO PERMIT NEW CONSTRUCTION.
23. THE COSTS ASSOCIATED WITH THE ABOVE ITEMS 1 THROUGH 22, WHERE SUCH COSTS ARE NOT IDENTIFIED SPECIFICALLY ON THE FORM OF TENDER (BID FORM) SHALL BE DEEMED TO BE INCLUDED IN BID ITEM A.2.0.
24. ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT OF THE CONSULTANT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN WHOLE OR IN PART IS FORBIDDEN WITHOUT THE CONSULTANT'S PERMISSION. DRAWINGS ARE NOT TO BE SCALED.

DIMENSIONS SHOWN ON THIS PLAN ARE IN MILLIMETRES UNLESS OTHERWISE NOTED

NOTE:
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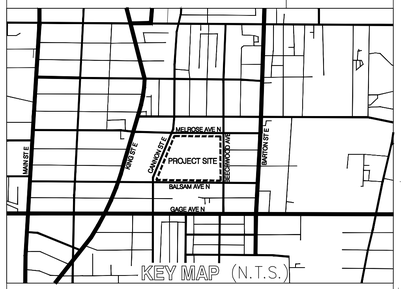
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CONTRACT No. C13-25-26

DRAWING No. EX-1

SHEET No.

EX-1 OF 10



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- LIMIT OF CONTRACT
- HOARDING FENCE
- EXISTING 300MM MULTI-FLOW DRAIN (4.5M O.C.)
- EXISTING 150MM PERFORATED DUCT BANK DRAINS
- EXISTING 300MM FOP COLLECTOR
- SITE ACCESS / EGRESS
- CONSTRUCTION SIGN
- EXISTING ARTIFICIAL TURF
- MATERIAL STORAGE AREA
- REMOVE & REPLACE GRANULAR BASE
- ADD AND COMPACT GRANULAR BASE
- EXISTING SOCCER AND RUGBY GOALPOST GROUND SLEEVES.
- EXISTING SOCCER AND RUGBY GOALPOST & CORNER KICK GROUND SLEEVES.
- EXISTING FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING PLAYER BENCH

No.	REVISIONS	INITIAL	DATE
02	ISSUED FOR TENDER	DG	10/02/26
01	ISSUED AS 85% WORKING DRAWING SET	DG	09/11/26

DRAWN BY: DG — DATE: 08/25/2026

REFERENCE MATERIAL:
Road Plans :
Sewer Plans :
Water Plans :

Regional Surveyor :

Geodetic Bench Mark Index No.
Elevation=

SCALES
1:500M

landscape planning
LANDSCAPE ARCHITECTS
Suite 207, 95 Mural Street, Richmond Hill, Ontario L4B 3G2,
Tel. 905.669.6838, www.landscapeplan.ca

Principal Landscape Architect, Landscape Planning Limited

Paul Gardner, B.L.A., O.A.L.A., C.S.L.A.

Project Manager, Facilities Design and Construction

Leanne Turner, Arch. T. FMP

Hamilton

City of Hamilton
Public Works Department

HAMILTON STADIUM
EXISTING CONDITIONS, SITE PREPARATION & REMOVALS PLAN

EX-1

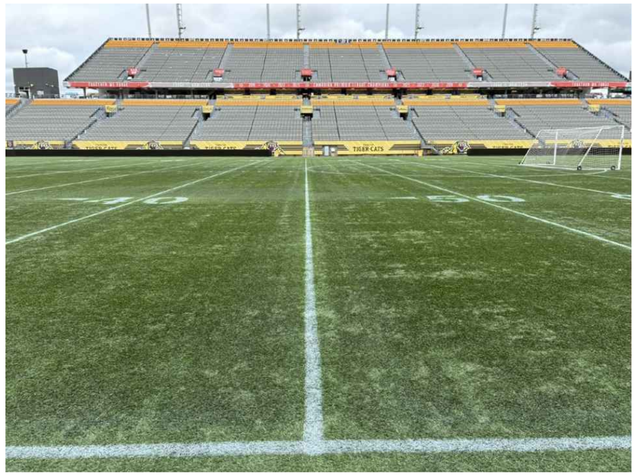
EX-1

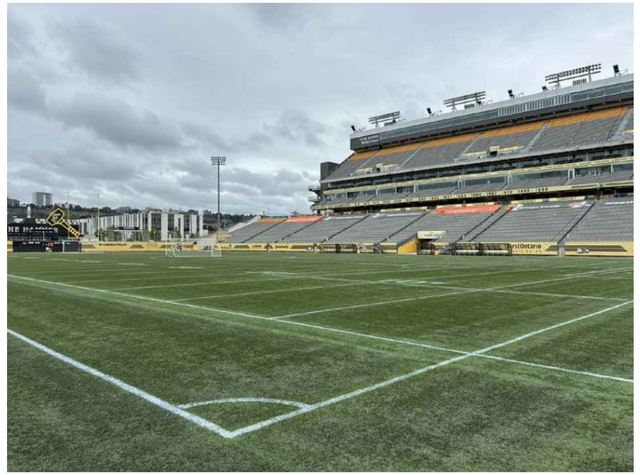
HAMILTON STADIUM

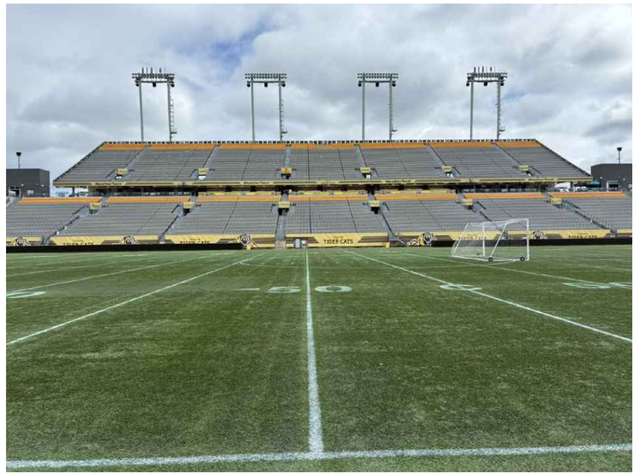










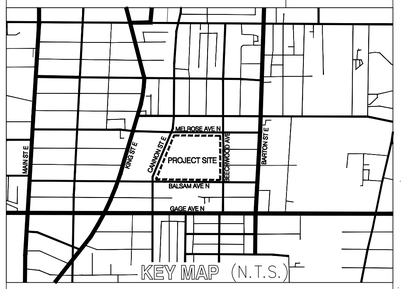


CONTRACT No. C13-25-26

DRAWING No. EX-2

SHEET No.

EX-2 OF 10



NORTH

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Leanne Turner, Arch. T. FMP

Hamilton

City of Hamilton

Public Works Department

HAMILTON STADIUM

SITE PHOTOS

EX-2

EX-2

HAMILTON STADIUM

DIMENSIONS SHOWN ON THIS PLAN ARE IN MILLIMETRES UNLESS OTHERWISE NOTED

CONTRACT No. C13-25-26

DRAWING No. L1

SHEET No.

L1 OF 10

NOTE:
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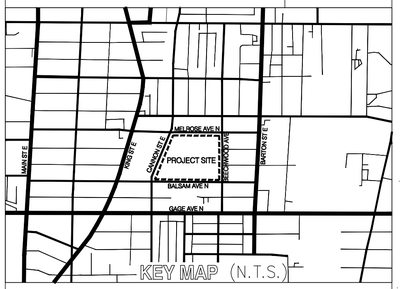
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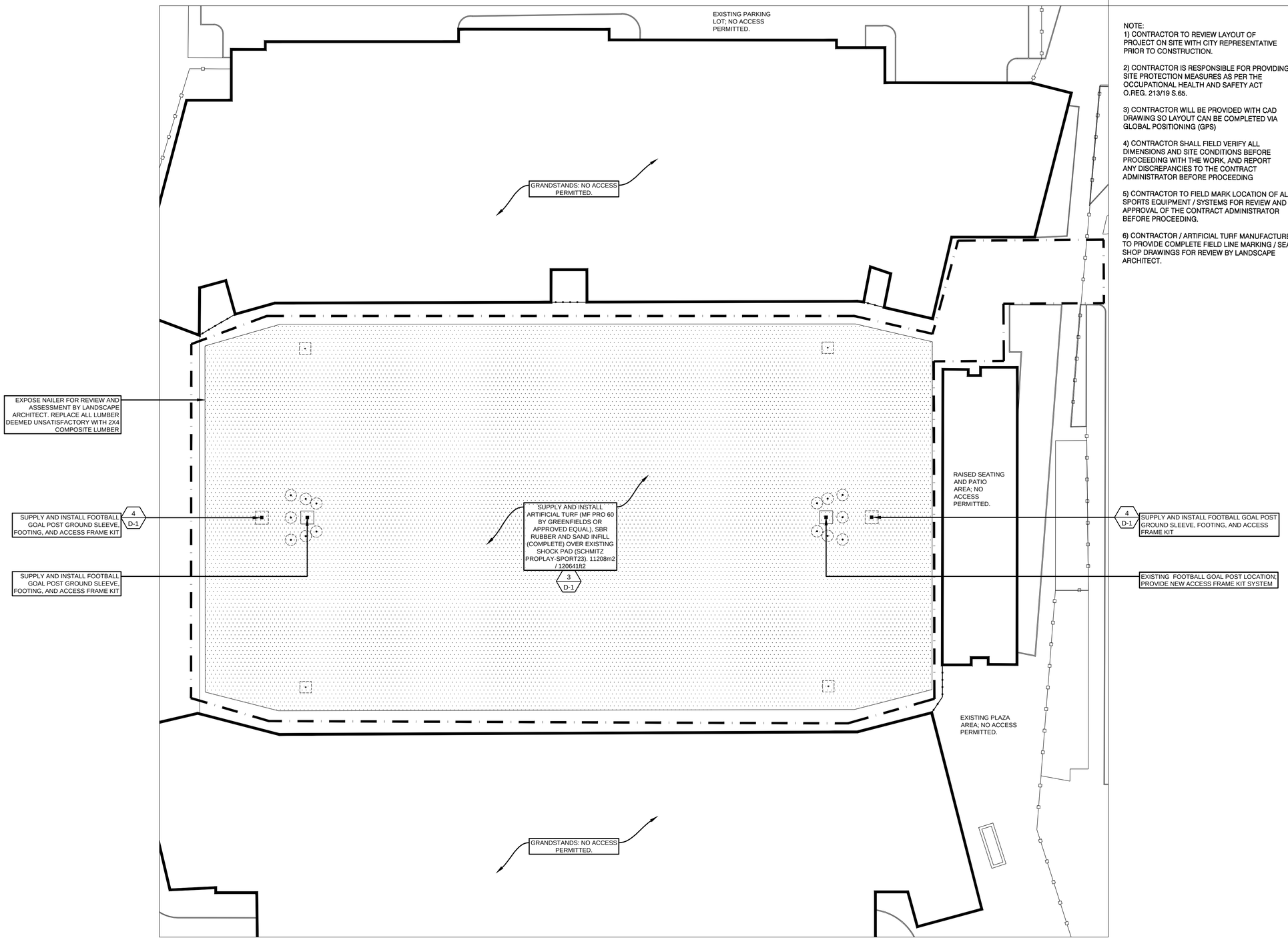
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NORTH

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- LIMIT OF CONTRACT
- ARTIFICIAL TURF
- PROPOSED FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING SOCCER GOAL POST AND RUGBY UPRIGHT GROUND SLEEVES
- EXISTING SOCCER CORNER KICK GROUND SLEEVES



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City of Hamilton

Public Works Department

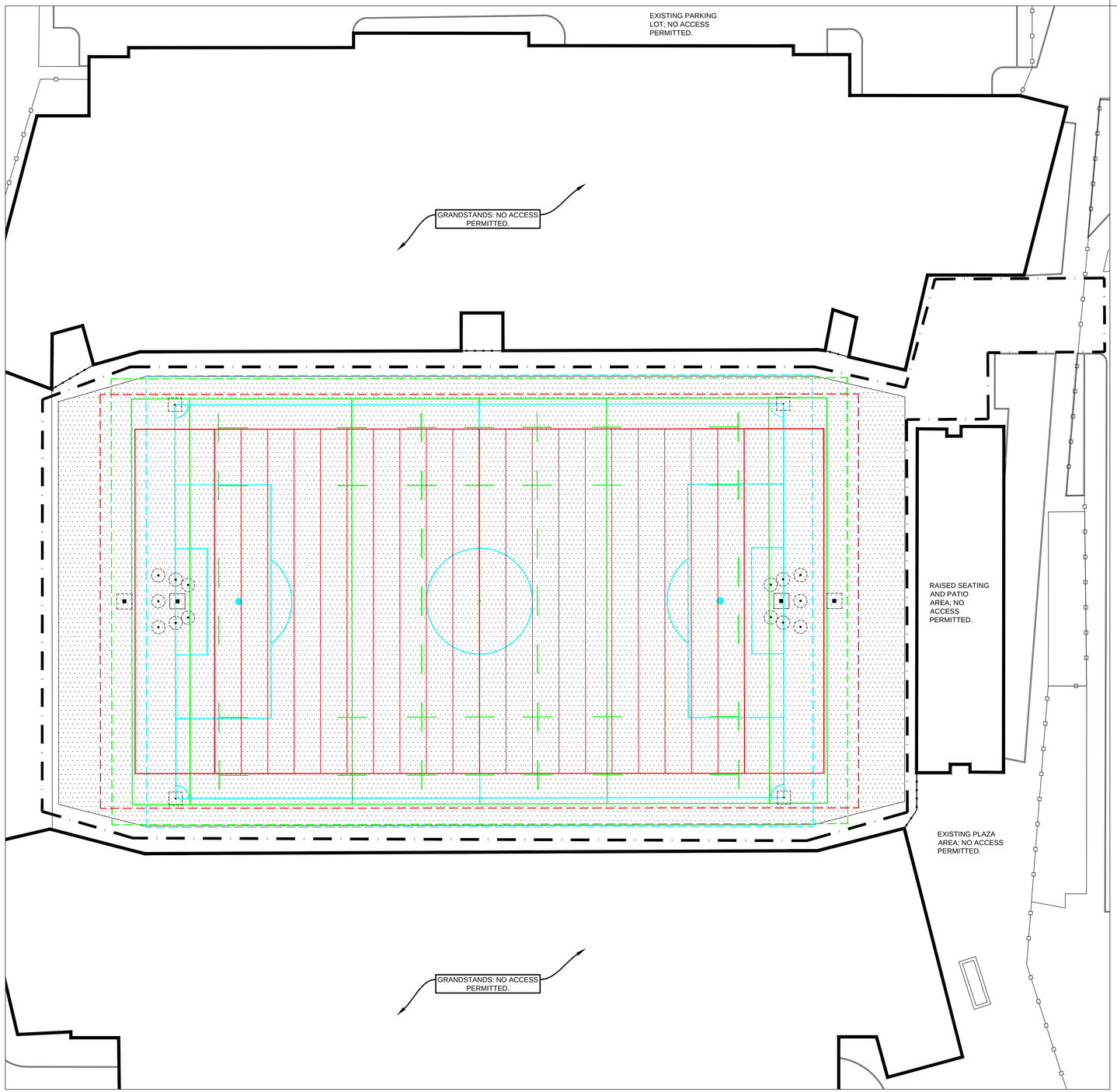
HAMILTON STADIUM

Artificial Turf Layout Plan

L1

L1

HAMILTON STADIUM



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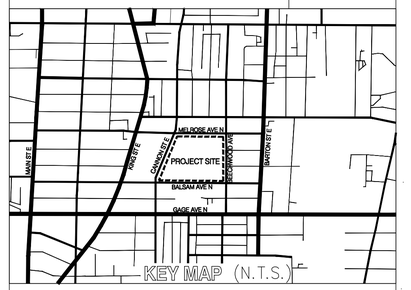
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CONTRACT No. C13-25-26

DRAWING No. L2

SHEET No.

L2 OF 10





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- LIMIT OF CONTRACT
- CFL FOOTBALL LINE MARKINGS
- CFL FOOTBALL PLAY OUT ZONE
- FIFA SOCCER LINE MARKINGS
- FIFA SOCCER PLAY OUT ZONE
- WORLD RUGBY LINE MARKINGS
- WORLD RUGBY PLAY OUT ZONE
- ARTIFICIAL TURF
- PROPOSED FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING SOCCER GOAL POST AND RUGBY UPRIGHT GROUND SLEEVES
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Elevation=

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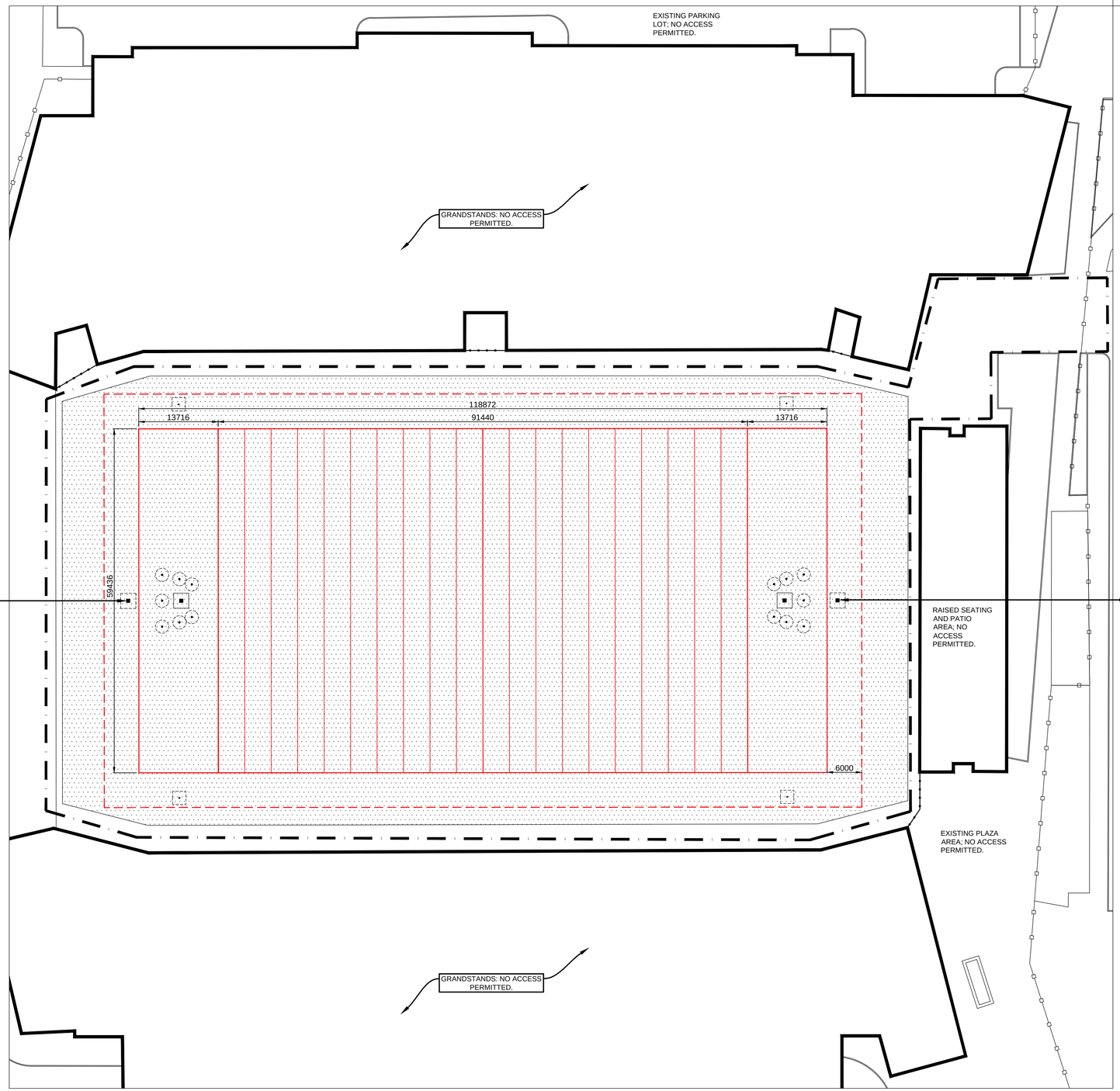
HAMILTON STADIUM

Multi-Sport Field Layout Plan

L2

L2

HAMILTON STADIUM



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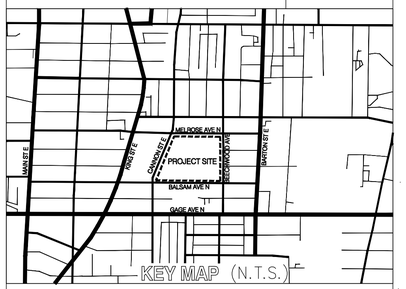
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CONTRACT No. C13-25-26

DRAWING No. L3

SHEET No.

L3 OF 10



NORTH

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- LIMIT OF CONTRACT
- CFL FOOTBALL LINE MARKINGS
- CFL FOOTBALL PLAY OUT ZONE
- 11680 DIMENSION
- ARTIFICIAL TURF
- PROPOSED FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING SOCCER GOAL POST AND RUGBY UPRIGHT GROUND SLEEVES
- EXISTING SOCCER CORNER KICK GROUND SLEEVES

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Sewer Plans :
Water Plans :
Regional Surveyor :
Geodetic Bench Mark Index No.
Elevation=

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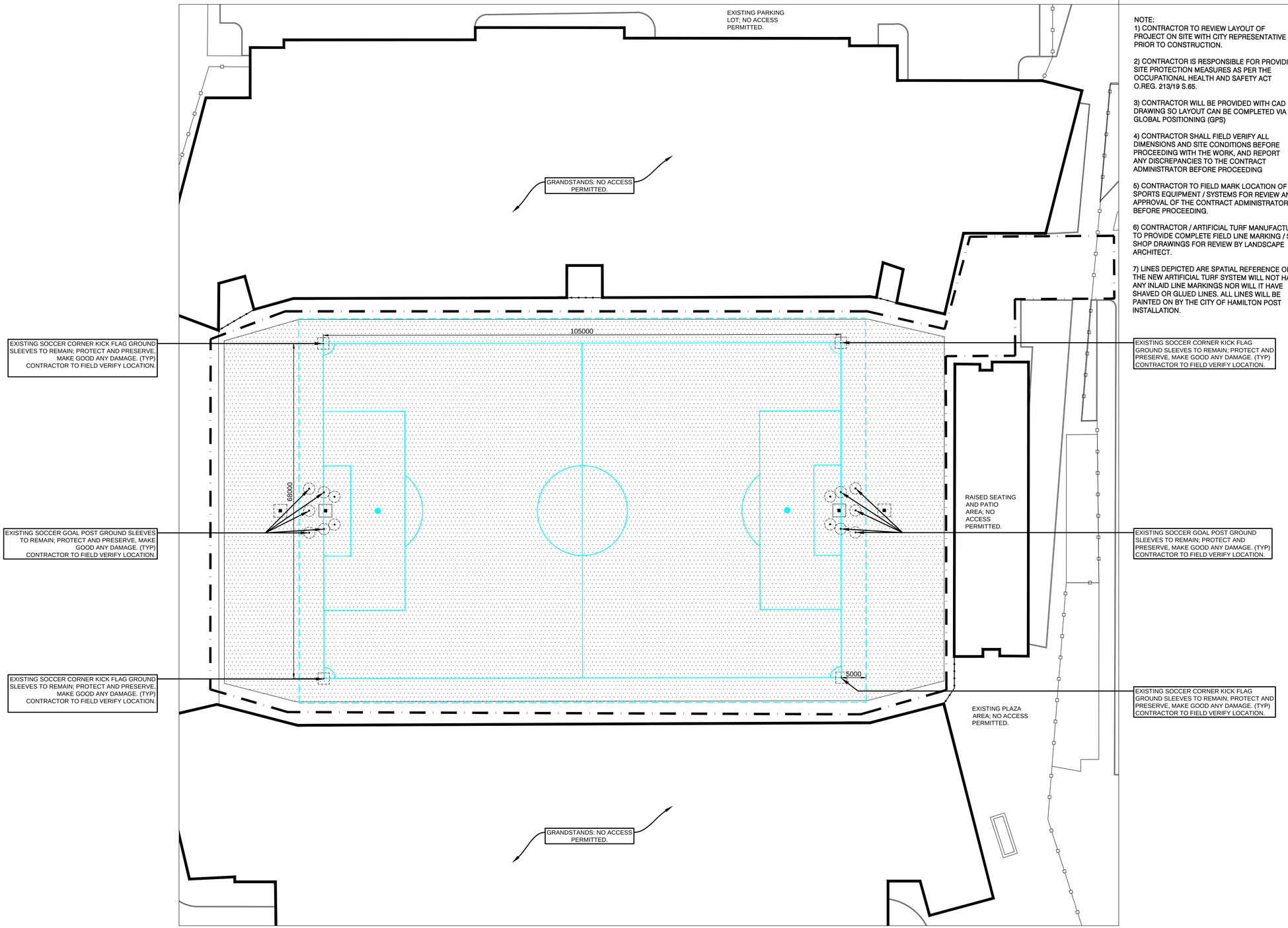
City of Hamilton
Public Works Department

HAMILTON STADIUM
CFL Football Field Layout Plan

L3

L3

HAMILTON STADIUM



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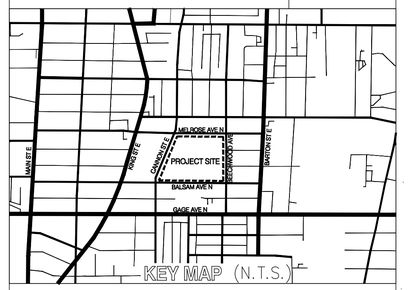
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CONTRACT No. C13-25-26

DRAWING No. L4

SHEET No.

L4 OF 10



NORTH

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- LIMIT OF CONTRACT
- FIFA SOCCER LINE MARKINGS
- FIFA SOCCER PLAY OUT ZONE
- 11680 DIMENSION
- ARTIFICIAL TURF
- PROPOSED FOOTBALL UPRIGHT GROUND SLEEVE
- EXISTING FOOTBALL UPRIGHT GROUND SLEEVE
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Hamilton
City of Hamilton
Public Works Department

HAMILTON STADIUM
FIFA Soccer Field Layout Plan
L4

L4

HAMILTON STADIUM

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CONTRACT No. C13-25-26

DRAWING No. L5

SHEET No.

L5 OF 10

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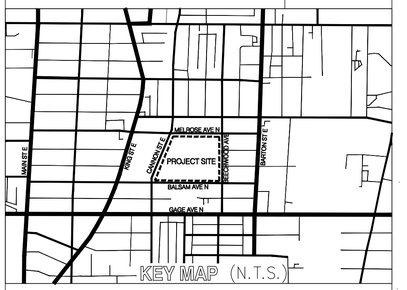
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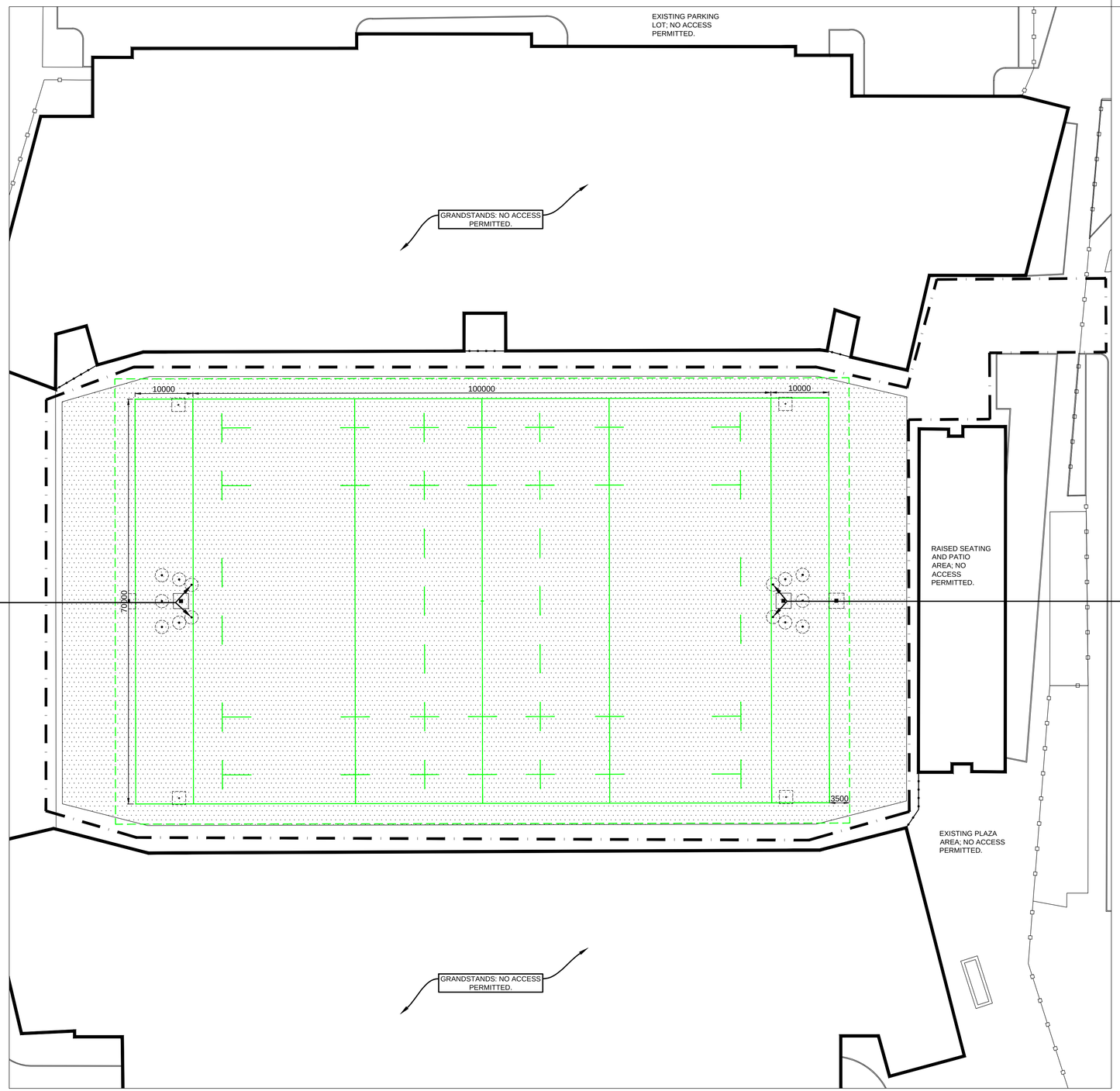
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EXISTING RUGBY GOAL POST GROUND SLEEVES TO REMAIN; PROTECT AND PRESERVE, MAKE GOOD ANY DAMAGE. (TYP) CONTRACTOR TO FIELD VERIFY LOCATION.

EXISTING RUGBY GOAL POST GROUND SLEEVES TO REMAIN; PROTECT AND PRESERVE, MAKE GOOD ANY DAMAGE. (TYP) CONTRACTOR TO FIELD VERIFY LOCATION.

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- LIMIT OF CONTRACT
- WORLD RUGBY LINE MARKINGS
- WORLD RUGBY PLAY OUT ZONE
- 11680 DIMENSION
- ARTIFICIAL TURF
- PROPOSED FOOTBALL UPRIGHT GROUND SLEEVE
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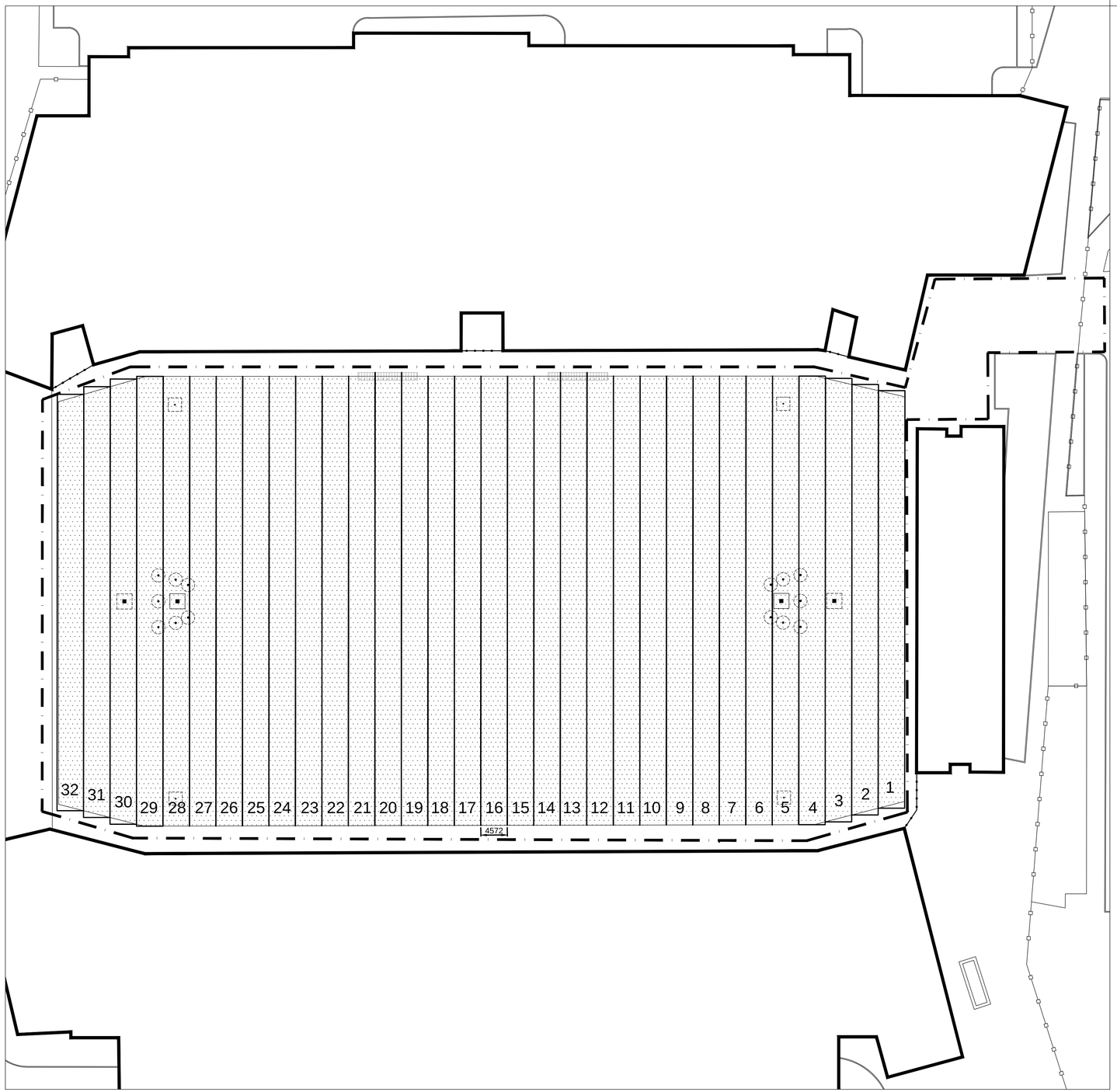
Hamilton
City of Hamilton
Public Works Department

HAMILTON STADIUM
World Rugby Field Layout Plan

L5

L5

HAMILTON STADIUM



DIMENSIONS SHOWN ON THIS PLAN ARE IN MILLIMETRES UNLESS OTHERWISE NOTED

NOTE:
1) CONTRACTOR TO REVIEW LAYOUT OF PROJECT ON SITE WITH CITY REPRESENTATIVE PRIOR TO CONSTRUCTION.

2) CONTRACTOR IS RESPONSIBLE FOR PROVIDING SITE PROTECTION MEASURES AS PER THE OCCUPATIONAL HEALTH AND SAFETY ACT O.REG. 213/19 S.65.

3) CONTRACTOR WILL BE PROVIDED WITH CAD DRAWING SO LAYOUT CAN BE COMPLETED VIA GLOBAL POSITIONING (GPS)

4) CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK, AND REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR BEFORE PROCEEDING

5) CONTRACTOR TO FIELD MARK LOCATION OF ALL SPORTS EQUIPMENT / SYSTEMS FOR REVIEW AND APPROVAL OF THE CONTRACT ADMINISTRATOR BEFORE PROCEEDING.

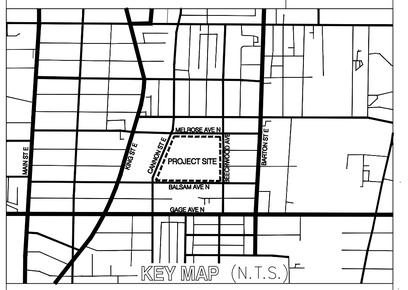
6) CONTRACTOR / ARTIFICIAL TURF MANUFACTURER TO PROVIDE COMPLETE FIELD LINE MARKING / SEAM SHOP DRAWINGS FOR REVIEW BY LANDSCAPE ARCHITECT.

CONTRACT No. C13-25-26

DRAWING No. L6

SHEET No.

L6 OF 10


MELROSE AVE N
MAIN ST E
CANNON ST E
PROJECT SITE
BURKE ST
MACNAB AVE
DARLING ST
BURLINGTON ST E
BURLINGTON ST E
BURLINGTON ST E

HAMILTON STADIUM

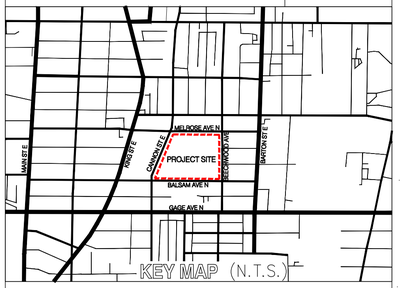
DIMENSIONS SHOWN ON THIS PLAN ARE IN MILLIMETRES UNLESS OTHERWISE NOTED

CONTRACT No. C13-25-26

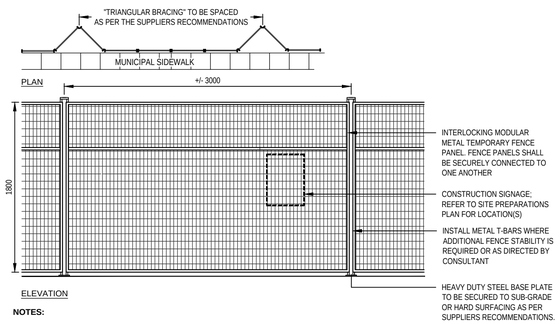
DRAWING No. D1

SHEET No.

D1 OF 10



LANDSCAPE PLANNING LIMITED CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION AS PROVIDED ON THE SURVEY. ANY AND ALL LIABILITIES FOR DAMAGE, DIRECT OR INDIRECT, HOWEVER CAUSED AND RESULTING IN ANY WAY BY THE USE OF THE SUPPLIED DATA SHOWN ON THE SURVEY IS THE FULL RESPONSIBILITY OF THE USER.

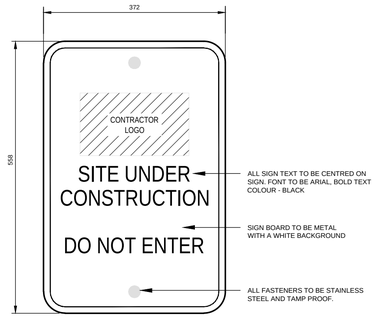


NOTES:

1. CONSULTANT TO REVIEW AND APPROVE PROPOSED TEMPORARY FENCE SYSTEM BEFORE INSTALLATION COMMENCES.
2. FENCING TO BE INSTALLED PRIOR TO START OF CONSTRUCTION AND MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
3. FENCING TO BE INSTALLED ALONG INSIDE EDGE OF CONSTRUCTION LIMIT LINE OR AS OTHERWISE DIRECTED BY CONSULTANT. NO FENCING SHALL BE INSTALLED ON THE MUNICIPAL SIDEWALK.
4. FENCING MAY REQUIRE RELOCATION FROM TIME TO TIME TO FACILITATE CONSTRUCTION AND CO-ORDINATION WITH ADJACENT PROPERTIES.
5. TEMPORARY FENCING TO BE INSTALLED BY THE SUPPLIER AS PER MANUFACTURER'S RECOMMENDATION AND INSTALLATION PROCEDURES. PROVIDE ALL NECESSARY HARDWARE AND ACCESSORIES FOR EXTRA SUPPORT AND STABILITY TO FENCE SYSTEM.
6. ATTACHMENT OF FENCE TO TREES IS NOT PERMITTED.
7. CONTRACTOR TO SUPPLY CONSTRUCTION SIGN UNLESS OTHERWISE DIRECTED.
8. ALL MEASUREMENTS ARE IN MILLIMETRES UNLESS STATED OTHERWISE.
9. REFER TO PLAN FOR HOARDING FENCE LOCATION

1 D-1 CONSTRUCTION HOARDING FENCE

N.T.S.

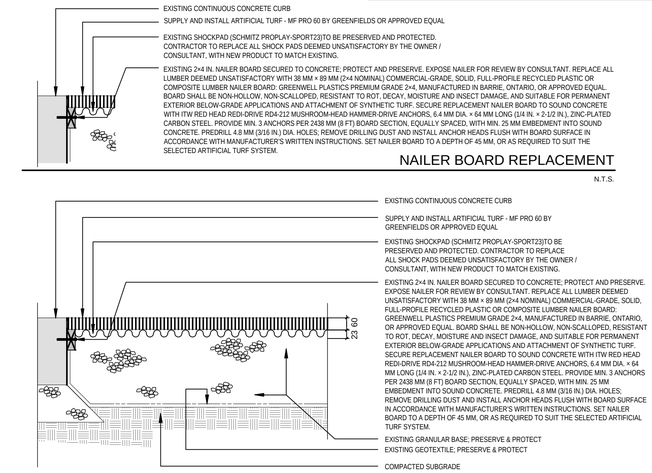


NOTES:

1. ALL DIMENSIONS IN MILLIMETERS.
2. SIGNAGE TO BE INSTALLED ON CONSTRUCTION FENCING AS SHOWN ON FENCING DETAIL; AND/OR AS DIRECTED BY CONSULTANT.
3. REFER TO PLANS.

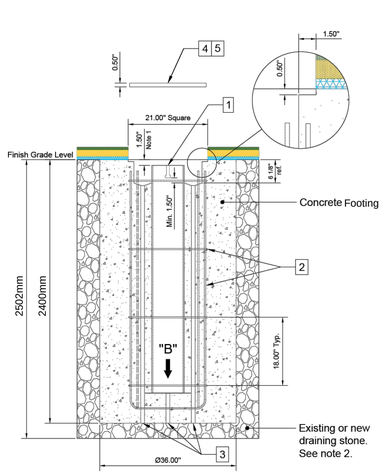
2 D-1 CONSTRUCTION SIGNAGE MOUNTED ON HOARDING FENCE

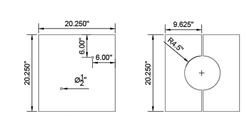
N.T.S.

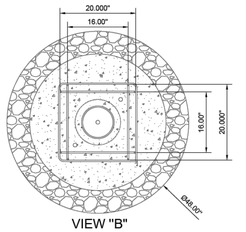


3 D-1 ARTIFICIAL TURF SYSTEM

N.T.S.







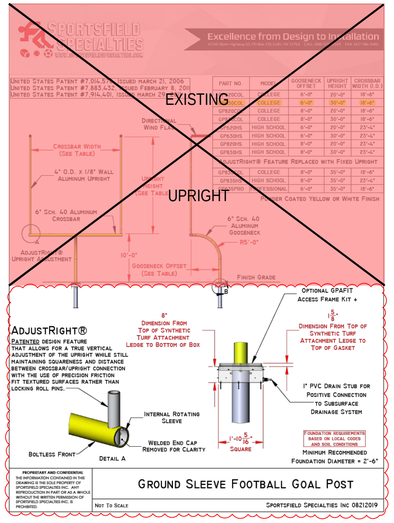
Bill of Material				
#	Description	Dimension	Item	Qty
1	Ground Sleeve for football Goal Post	8 5/8" OD x 60"	GPGS	2
2	Steel Rebar	8/8"	-	-
3	PVC drain pipe	1"	-	6
4	Steel Cover type A (square)	20 1/2" x 20 1/2" x 1/2"	-	2
5	Steel Cover type B	20 1/2" x 20 1/2" x 1/2"	-	2

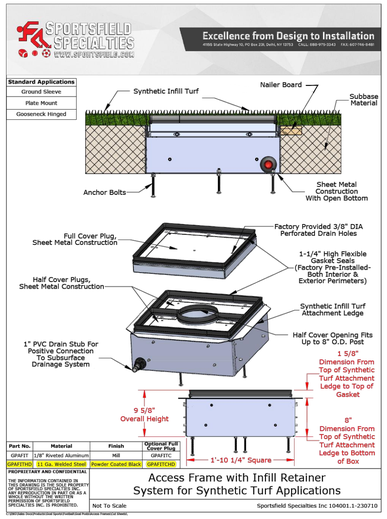
NOTES:

1. MAKE SURE GROUND SLEEVE IS AT 1.50" UNDER FINISH GRADE LEVEL BEFORE POURING CONCRETE.
2. MAKE SURE THAT WATER IS DRAINING AT THE BOTTOM OF THE HOLE BEFORE GROUND SLEEVE INSTALLATION. REPLACE STONE IF NEEDED.
3. COVER PLATES WILL BE COVERED WITH TURF SYSTEM BEFORE INSTALLATION.
4. CONCRETE POURING USING SONOTUBES.
5. SLEEVES TO BE INSTALLED LEVELED AD PLUMB BEFORE CONCRETE POURING.
6. MAKE SURE THAT GOAL POSTS FIT IN ALL INSERTS BEFORE INSTALLATION.
7. FOOTBALL GOAL-POST FOOTING, REINFORCEMENT, GROUND SLEEVE AND ALL CONNECTIONS TO BE REVIEWED AND STAMPED BY A STRUCTURAL ENGINEER LICENSED IN ONTARIO. P.ENG SHOP DRAWING TO BE PROVIDED BY G.C TO CONTRACT ADMINISTRATOR FOR REVIEW & APPROVAL.
8. CONCRETE: 35 MPA MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, AIR-ENTRAINED, IN ACCORDANCE WITH CSA A23.1/A23.2. EXPOSURE CLASS TO BE CONFIRMED AS PART OF STRUCTURAL REVIEW.
9. CONCRETE PLACEMENT TO BE INSPECTED AND TESTED FOR SLUMP, AIR CONTENT AND COMPRESSIVE STRENGTH IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. CONTRACTOR TO ARRANGE TESTING THROUGH AN INDEPENDENT TESTING AGENCY. TESTING COSTS TO BE PAID FROM THE MATERIALS TESTING AND INSPECTIONS CASH ALLOWANCE.

4 D-1 FOOTBALL GROUND SLEEVE W FOOTING AND ACCESS FRAME

N.T.S.





No.	REVISIONS	INITIAL	DATE
02	ISSUED FOR TENDER	DG	10/02/26
01	ISSUED AS 85% WORKING DRAWING SET	DG	09/11/26

DRAWN BY: DG DATE: 08/25/2026

REFERENCE MATERIAL:
Road Plans :
Sewer Plans :
Water Plans :
Regional Surveyor :
Geodetic Bench Mark Index No.
Elevation=

SCALES

AS NOTED

landscape planning
LANDSCAPE ARCHITECTS
Suite 207, 95 Mural Street, Richmond Hill, Ontario L4B 3G2.
Tel. 905.669.6838, www.landscapeplan.ca

Principal Landscape Architect, Landscape Planning Limited
Paul Gardner, B.L.A., O.A.L.A., C.S.L.A.

Project Manager, Facilities Design and Construction
Leanne Turner, Arch. T. FMP

Hamilton

City of Hamilton
Public Works Department

HAMILTON STADIUM
Details

D1

D1

C13-25-26 - Tender for General Contractor for Hamilton Stadium Artificial Turf Replacement Project

Opening Date: October 9, 2026 2:00 PM

Closing Date: November 5, 2026 3:00 PM

****** IMPORTANT ******

Bidders are advised to review and confirm their bids&tenders™ vendor account is set up in the bidder's correct LEGAL name.

This name must exactly match the name on all documentation required of the Successful Bidder, eg; insurance certificate, WSIB certificate.

Schedule of Prices

* Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the City of Hamilton (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

Cost of Work

Line Item No.	Description	Lump Sum Price *
1	Cost of Work excluding Provisional Items and Cash Allowances	
	Subtotal:	

Cash Allowances

Line Item No.	Description	Lump Sum Price
1	FIFA Quality Pro and World Rugby Regulation 22 Testing and Certification	$20,000.0000
2	Survey Layout and As-Built Verification	$8,500.0000
3	Materials testing and inspections	$2,500.0000
	Subtotal:	

Provisional Items

Line Item No.	Description	Unit	Quantity	Unit Price *	Extended Total
1	Repair/Replacement of Existing Nailer Boards with HDPE Composite	lm	100		
2	Remove and replace all shock pads deemed unstisfactory by the owner / consultant with addtional new Multi-Sport Artificial Turf System Shock Pad; 3' x 7' 23mm thick Tiles - Schmitz Proplay-sport23 or approved equivalent in accordance with plans, details and specifications	ea	106		
				Subtotal:	

Summary Table

Bid Form	Amount
Cost of Work	
Cash Allowances	$ 31,000.00
Provisional Items	
Total Contract Price:	

Bidder's Business Structure

The City of Hamilton reserves the right to verify the business name and structure of the bidder, whether or not this section is completed, to ensure that the bidder is an existing legal entity. If the bidder is not an existing legal entity, the Bid will be rejected.

Business Structure of Bidder *	If 'Corporation' Selected, Specify Where Incorporated:	If 'Other' Selected, Specify Business Structure:	Registered Business Name of Bidder (if applicable):

Business Attestation Form

Bidders must complete the following attestation confirming if the business meets the definition of a Canadian Business, U.S. Business, or a Non-U.S. Business as defined below.

Definitions

“Canadian Business” is a vendor (including a supplier, manufacturer, or distributor) of any business that provides Goods and/or Services on a permanent basis in Canada. The business:

- has Permanent Offices or production facilities in any province or territory within Canada; or
- has at least 70% of its workforce employed in Canada as of the bid closing date or contract award date, whichever comes first.

“U.S. Business” is a vendor (including a supplier, manufacturer, or distributor) of any business that provides Goods and/or Services on a permanent basis in the United States of America (“USA”). The business:

- has Permanent Offices or production facilities in any state or territory within the USA; and
- has at least 51% of its workforce employed in the USA as of the bid closing date or contract award date, whichever comes first.

“Non-U.S. Business” is a vendor (including a supplier, manufacturer, or distributor) of any business that does not meet the criteria of a U.S. Business or a Canadian Business.

“Permanent Office” is a fixed, physical place of business where business activities are conducted. Post office boxes, rental mailboxes, virtual offices, and home offices occupied by an employee will not be considered a fixed place of business.

	Select One *
Our business meets the definition of a:	

Domestic Supply Chain Plan - Part One

Bidders must complete the Domestic Supply Chain Plan table below to identify the source and value of major Goods and Services required for the Work, including those supplied by subcontractors. Indicate whether each Good and Service is Ontario Made, Canadian Made (outside Ontario), or from another jurisdiction (elsewhere).

Further, the bidder attests and confirms that the information provided within their Domestic Supply Chain Plan is true, accurate, and complete to the best of their knowledge. The bidder also acknowledges that failure to provide accurate and sufficient information within the Domestic Supply Chain Plan may result in the City exercising any remedies available to it in accordance with the Request for Tenders document.

Definitions

"Canadian-Made Goods" means Goods that meets any one of the following criteria:

i. Is wholly manufactured or originating in Canada,

ii. At least 51% of the total direct costs of producing or manufacturing the Goods have been incurred in Canada, or

iii. Is labelled as "Made in Canada" or "Product of Canada".

"Canadian Services" means Services wholly provided by individuals (natural persons) located in Canada.

"Ontario-Made Goods" means Goods that meet any one of the following criteria:

i. it is wholly manufactured or originating in Ontario; or

ii. at least 51% of the total direct costs of producing or manufacturing the Goods has been incurred in Ontario.

"Ontario Services" means Services wholly provided by individuals (natural persons) located in Ontario.

Important: The Domestic Supply Chain Plan identifies only the major Goods and Services required for this Request for Tenders and may not include all the Goods and Services necessary to perform the Work.

#	**Description of Major Goods/Services**	**Ontario-made Goods/Services** *	**Canadian-made Goods/Services** *	**Elsewhere Goods/Services** *	**Extended Dollar Value**
1	Removal of existing infill and artificial turf				
2	Surfacing, protection of existing shock-attenuation pad				
3	Supply and installation of CFL, FIFA Quality Pro, and World Rugby certified artificial turf				
4	Infill system				
5	Labour				
				Subtotal:	

Domestic Supply Chain Plan - Part Two

For each item identified in the Domestic Supply Chain Plan - Part One, bidders must use the dollar values entered in Part One to calculate the total dollar values in the table below for:

1) Ontario-Made Goods & Services;
2) Canadian-Made Goods & Services; and
3) Elsewhere Goods & Services.

#	**Category**	**Total Dollar Value (Canadian, excluding taxes)** *
1	Ontario-Made Goods & Ontario Serivces:	
2	Canadian-Made Goods & Services:	
3	Elsewhere:	

Documents

It is your responsibility to ensure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid shall be rejected.

BONDING UPLOAD SECTION

Each Bid submission must be accompanied by a **digital** bid bond.

The City will only accept submissions that include the bid bond in an electronically verifiable and enforceable (e-Bond) format.

A scanned PDF copy of the bond is not acceptable.

Instruction: After uploading the bid bond, ensure the uploaded bid bond is electronically verifiable and enforceable prior to submission of this Bid.

For additional infomation on Bid Security refer to the Request for Tenders document.

- Bid Bond * (mandatory)

Form of Tender

The bidder hereby acknowledges and agrees:

1. Submission of Bid

I/we the undersigned bidder, having examined the locality and site of the Work as well as all the Request for Tenders documents, hereby tenders and offers to furnish all material, labour, service, equipment, scaffolding and all incidentals, and to render all services and pay all applicable customs duties and taxes (other than any Value Added Taxes) and all other charges as specified and/or as necessary for performance and completion of the above referred to Work, all in full accordance with the Request for Tenders documents provided to the bidder by the City (receipt of which is hereby acknowledged) for the Base Bid Price (which is included in the "Contract Price" in the CCDC 2 – 2020 Stipulated Price Contract).

2. Base Bid Price

I/we confirm all prices provided in this Bid:

- are in Canadian funds
- include Provisional Items, if applicable
- include contingency allowances, if applicable
- include cash allowances, if applicable
- do not include Value Added Taxes

Any Value Added Taxes payable are for the account of the City and are in addition to the Base Bid Price stated in the Schedule of Prices.

I/we understand that if this Request for Tenders contains a contingency allowance, Provisional Item(s) or cash allowances, I/we are not entitled to payment thereof except for the extra or additional work carried out by me/us, as directed by the City and in accordance with the Contract and only to the extent of such extra or additional work and payment approved by the City.

3. Addenda

I/we have made any necessary inquiries with respect to Addenda issued by the City and have ensured that we have received, examined and provided for all Addenda to the Request for Tenders in this Bid.

4. Commencement and Completion

If awarded the Request for Tenders, I/we agree and undertake that:

- I/we will provide all necessary documents required as set forth prior to the commencement of the Work.
- I/we will commence the Work following receipt of a notice to proceed and otherwise in accordance with the Contract. I/We agree to have the Works "substantially performed" as described in the Construction Act (Ontario) and in accordance with the requirements set out in the Contract.
- In the event that I/we fail to perform the Contract as provided, I/we understand and agree that I/we shall be liable to liquidated damages and other remedies as specified in the contract documents.

5. Contract

I/we understand and agree that a binding contract shall come into being upon acceptance of this Bid by the City and the award of the Request for Tenders to me/us. The subsequent execution of the Contract for the Work is a formality and not a condition precedent to the existence of a binding contract.

6. Occupational Health and Safety

I/we understand and agree that the Work must be conducted in a safe manner. Accordingly, I/we confirm that I/we and all subcontractors used on the Work for the City of Hamilton will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/we confirm that I/we have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, subcontractors and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

7. Fair Wage Policy and Schedule

I/we agree to comply in all respects with the City of Hamilton's Fair Wage Policy and to be fully responsible for ensuring that all of my/our subcontractors also comply in all respects with said Fair Wage Policy.

8. Execution

If this Bid is accepted by the City and the Request for Tenders is awarded to me/us, I/we agree to provide and pay for the proof of insurance, WSIB clearance certificate, performance of contract security and a labour and material payment bond as required by the contract documents, my/our health & safety manual and any other document identified in the award letter as being required by the City prior to it being able to issue a purchase order, and to execute the Contract, in quadruplicate, all within 10 Business Days after the City has issued its award letter or within such longer time period as the City may specify.

9. Bid Security

I/we have submitted the Bid Security as specified in the Request for Tenders. The Bid Security shall be irrevocable for **90 CALENDAR DAYS** after the closing date and time of the Request for Tenders.

In the event of default or failure on my/our part to execute the Contract as required above and to provide the specified security required under the Request for Tenders and the Contract, I/we agree that the City may at its discretion do one or more of the following: declare the Bid Security forfeited, annul the award or terminate the Contract, accept the next lowest compliant Bid, advertise for new tenders, or carry out the Work in any manner deemed in the best interests of the City. In such a case, if required by the City, I/we shall pay the City the difference between the Base Bid Price and any greater sum that the City may be obligated to pay by reason of that default or failure, including the cost of any advertisement for new tenders.

10. Time Open for Acceptance

I/we agree and confirm that this Bid is irrevocable and is to continue open to acceptance by the City for a period of **90 CALENDAR DAYS** after the closing date and time of the Request for Tenders. The City may at any time within the above **90 CALENDAR DAY** period accept this Bid whether or not any other Bid has previously been accepted, upon notice of acceptance and award in writing to me/us, personally delivered or mailed to me/us by ordinary prepaid mail, to the address provided in the Bid submission, or delivered by fax to the fax number set forth in the Bid submission. Any notice mailed or faxed shall be deemed to have been received on the date mailed or faxed. Any notice personally delivered shall be deemed to have been received on the date the notice is personally delivered.

11. No Collusion / Conflict of Interest

I/we hereby declare that no person, firm or corporation other than me/us has any interest in this Bid or in the proposed Contract for which this Bid is made. I/We further declare that this Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person making a Bid for the same work and is in all respects fair and without collusion or fraud.

I/we confirm that we comply with Article 12 - Conflict of Interest, Lobbying and Collusion of the Instructions to Bidders and Article 4 – Joint Ventures of the Supplementary Instructions to Bidders.

I/we understand that, without limiting or restricting any other right or privilege of the City, the City may terminate the Contract where the bidder is in contravention with the City's Procurement Policy with respect to conflict of interest or vendor eligibility.

12. Interpretation

I/we confirm that we have received no oral information, instruction or advice from any officer, employee, agent or consultant of the City which changes the content of the Request for Tenders and all Addenda thereto.

I/we acknowledge and agree that we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by us when submitting our Bid is known to the City, regardless of whether such information may be actually previously known to the City or not. Further, we acknowledge and agree that all information to be provided by us is to be complete and full and in such detail as required.

13. Procurement Policy

In submitting a Bid in response to the Request for Tenders, I/we agree and acknowledge that I/we have read and will be bound by the terms and conditions of the City's Procurement Policy. I/We understand that the City's Procurement Policy can be viewed on the City's website at: https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/procurement-policy-by-law

14. Ontarians with Disabilities Act, 2001 and Accessibility for Ontarians with Disabilities Act, 2005

I/we confirm that I/we and all Subcontractors used on the Work for the City of Hamilton will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the City of Hamilton, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), throughout the term of the Contract. Without limiting the generality of the foregoing, I/we shall provide to the City, prior to commencing Work, a Statement of Acknowledgement that I/we have read and understand the City's AODA Integrated Accessibility Standards and Customer Service Standard Handbook (the "Handbook"), that I/we have provided the training required by the Handbook, and that I/we will comply with the requirements of the Handbook and applicable accessibility laws, regulations and by-laws. See City of Hamilton's AODA Integrated Accessibility Standards and Customer Service Standard Handbook at: https://www.hamilton.ca/people-programs/equity-diversity-inclusion/accessibility-services/accessibility-guidelines-policies#policies-procedures

15. Compliance with City of Hamilton By-laws

I/we declare that I/we are in compliance with all municipal by-laws as they pertain to the City of Hamilton in respect of the operation of my/our business and in respect of the Work described in the Request for Tenders. I/We understand and agree that if this statement is untrue or incorrect, the City of Hamilton shall be entitled at its sole discretion to reject this Bid, or if such untruth or incorrectness comes to light after this Bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse the City deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

16. Lump Sum Breakdown

I/we understand and agree that after the opening of the Bids, if I/we are one of the two apparent low bidders, if requested by the City we are required to submit to the Tender Coordinator, within two Business Days of the closing date of the Request for Tenders, the document entitled Lump Sum Breakdown of Base Bid Price. The breakdown shall be given on the breakdown pages provided in the Request for Tenders. I/We acknowledge and agree that the City may refuse to accept any breakdown which contains prices considered to be unbalanced and may request me/us to adjust the breakdown to correct such unbalancing, and I/we agree to do so upon such request of the City.

17. Provisional Items

I/we understand and agree that, after the award of the Request for Tenders, the City reserves the right to delete from the Base Bid Price one or more of the items identified in the Schedule of Prices as Provisional Items, without penalty or compensation to the Successful Bidder, for credit at the price shown in the table. All prices are inclusive of all duties and taxes applicable, except for Value Added Taxes.

I/we understand that I/we are required to complete the table in the Schedule of Prices for each Provisional Item listed. I/we understand that failure to do so will result in the rejection of this Bid by the City.

I/we agree that the Unit Prices provided for each Provisional Item include all costs required for complete execution of the item of work, including the bidder's office staff, site supervisory staff, project management costs, clerical and other costs for documentation, materials, labour, equipment, delivery, handling, statutory charges, overhead and profit, other related charges, inclusive of all other duties and taxes applicable, and similar charges on account of such item of work. Unit Prices entered shall exclude all Value Added Taxes.

I/we agree that if the quantity actually required for each item of work is more or less than estimated, the extended price for such item of work will be increased or decreased respectively using the same Unit Price or Lump Sum Price specified in the Schedule of Prices.

I/we agree that these Provisional Items are in addition to the requirements outlined in the Specifications. I/we understand that if I/we are awarded the Request for Tenders, I/we are not entitled to payment for any Provisional Item except for the extra or additional work carried out by me/us, as directed by the City and in accordance with the Contract and where payment was previously approved by the City.

18. Alternatives

I/we understand and agree that alternatives to specified equipment suppliers and/or equipment in the Request for Tenders will not be considered by the City prior to the award of the Request for Tenders.

19. Electronic Funds Transfer
I/we acknowledge and agree to provide the City with the information required for the City to make payment by EFT.

20. Business Type Attestation

I/we, the undersigned, on behalf of the Bidder, declare and confirm that I/we have thoroughly reviewed the definitions of the Business Type Attestation Form section and confirm the information completed is true. I/we acknowledge and understand, on behalf of the Bidder, that failure to provide this information accurately or truthfully may result in the disqualification of my Bid and any future bids I may have with the City of Hamilton. Additionally, it may result in termination of any resulting contract and the payment of any damages.

☐ I/WE agree to be bound by the terms and conditions and have authority to bind the Bidder and submit this Bid on behalf of the Bidder.

Conflict of Interest
Except with the prior express written consent of the City, **prior to submitting this Bid**, vendors are required to notify the City in writing, of any potential conflict of interest that may arise prior to the award of any contract and fully disclose any details thereof. Failure on the part of a vendor to declare a conflict of interest to the City and to obtain the City's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to Bid and shall form a basis for rejection of a Bid submitted to the City.

Do you have a potential conflict of interest? ○ **Yes** ○ **No**

Acknowledgement of Addenda

The Bidder acknowledges and agrees that any Addenda below form part of the bid document.

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the Addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		