

**Sault Ste. Marie Housing Corporation**  
180 Brock Street  
Sault Ste. Marie, ON P6A 3B7

REQUEST FOR TENDER

PTC 2021-01-D

**WINDOW REPLACEMENTS**

VESTA CO-OPERATIVE HOMES INC.

Sault Ste. Marie, ON.

Issue Date: March 9, 2021



March 9, 2021

**SUBJECT:      REQUEST FOR TENDER**  
**PTC 2021-01-D**  
**WINDOW REPLACEMENTS**  
**VARIOUS SITES, SAULT STE. MARIE, ONTARIO**

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The Sault Ste. Marie Housing Corporation (“**SSMHC**”) invites sealed tenders for the above-noted Project at the location listed in the enclosed documents.

In order to be considered, all tenders must be received by the Sault Ste. Marie Housing Corporation, 180 Brock Street, Sault Ste. Marie, ON P6A 3B7, no later than **TUESDAY MARCH 30, 2021** at **2:00 P.M. LOCAL TIME** at which time the tenders will be publicly opened.

Please complete the tender and other related forms as applicable and return in the envelope provided.

The lowest or any tender will not necessarily be accepted.

Regards,

Jeff Barban,

Director of Housing Services

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1 **GENERAL DESCRIPTION OF WORK**

- 1.1 The purpose of this invitation to tender is to invite bidders to prepare competitive bids for the removal and disposal of existing windows and supply of all materials, labour and equipment required for the replacement of windows at the location listed herein.
- 1.2 All bidders are responsible for field verification of all window size and quantities. All measurements must be verified prior to ordering products.
- 1.3 Repairs must be made to masonry and or siding under/adjacent to each window sill to conform to existing materials and conditions.
- 1.4 If awarded a Contract, the bidder will be responsible for applying and paying for all required permits, including building permits, through the City of Sault Ste. Marie. A copy of all permits shall be submitted to the Sault Ste. Marie Housing Corporation (“**SSMHC**” or the “**Owner**”) prior to commencing the Work.

2 **ANTICIPATED SCHEDULE & COMPLETION DATE**

- 2.1 The approximate expected schedule for the Work is as follows:  
**Anticipated start date:** Upon receipt of a ‘Letter of Intent’ for the work.  
**Anticipated completion date:** November 30<sup>th</sup>, 2021.
- 2.2 All bidders are to allow for this schedule when submitting their bid.

3 **SITE LOCATION**

- 3.1 The projects site are located at:  
.3 **VESTA CO-OPERATIVE HOMES INC., 55 Creekside Lane (Off Farewell Terrace)**

4 **ACCESS TO SITE & TENDER INQUIRIES**

- 4.1 Bidders may address inquiries regarding this tenders in writing to:  
  
Liza Chikoski, A.Sc.T.  
Infrastructure and Asset Manager  
Sault Ste. Marie Housing Corporation  
180 Brock Street, Sault Ste. Marie, ON P6A 3B7  
  
Email: [L.Chikoski@socialservices-ssmd.ca](mailto:L.Chikoski@socialservices-ssmd.ca)
- 4.2 All inquiries must be submitted in writing via email **no later than Thursday ~ March 25<sup>th</sup>, 2021; by 4:00 p.m. LOCAL TIME.** To permit consideration by SSMHC and its consultants, bidders are encouraged to submit inquiries at an early date.
- 4.3 SSMHC may, in its discretion, amend, clarify or revise this Request for Tender by issuing formal addenda to this Request for Tender prior to Tender Closing. In their submission, bidders must acknowledge receipt of all addenda received from SSMHC.
- 4.4 Where an addendum is issued, bidders will be notified by email. The addenda can be accessed through the Sault Ste. Marie Construction Association website or on the Social Services website at <https://socialservices-ssmd.ca/> or email at the bidder’s request. The bidder is responsible for ensuring they receive a copy of any addenda issued.

- 4.5 SSMHC will not be bound by and assumes no responsibility for any oral instructions, amendments, clarifications, information, advise or suggestions made to a bidder concerning this Request for Tender or the manner in which the Work is to be carried out. Such representations shall not amend the requirements of this Request for Tender, and the bidder bears any and all risks in relying on such representations.

**5 MANDATORY PRE-BID MEETING**

- 5.1 **There will be no mandatory site meeting due to COVID restrictions. All bidders are required to do exterior inspections and site measurements. The successful bidder will be permitted to verify and measure all window and door opening prior to ordering product.**

Liza Chikoski, A.Sc.T.  
Infrastructure and Asset Manager  
Sault Ste. Marie Housing Corporation  
180 Brock Street, Sault Ste. Marie, ON P6A 3B7

Telephone: (705) 759-5131 Fax: (705) 759-5212  
Email: [L.Chikoski@socialservices-ssmd.ca](mailto:L.Chikoski@socialservices-ssmd.ca)

**6 SUBMISSION DEADLINE**

- 6.1 Bids **must** be received before the following date and time:

**Date: TUESDAY MARCH 30TH, 2021**

**Time: 2:00 P.M. LOCAL TIME**

**("Tender Closing")**

- 6.2 Bids received after Tender Closing will be rejected.

**7 BID SUBMISSION / SUBMISSION LOCATION**

- 7.1 Bids must be received at the following location prior to Tender Closing:

**Sault Ste. Marie Housing Corporation  
180 Brock Street  
Sault Ste. Marie, ON P6A 3B7**

- 7.2 Bid shall include one hard copy within a sealed envelope, that is clearly identified as to its contents, including project name and project number.

- 7.3 Bids submitted by other means, including fax or email, will not be accepted.

- 7.4 Bids will be opened publically and/or virtually (depending on COVID-19 restrictions), immediately after Tender Closing.

**8 REQUIREMENTS AT THE TIME OF BID SUBMISSION**

- 8.1 Bidders shall complete and fully execute Schedule A - Tender Submission Form, and include all relevant appendices with their bid. Bids must be submitted in the envelope provided by SSMHC in the Request For Tender package. Bidders shall include the bidder's name and return address on the envelope provided.

- 8.2 All writing shall be with ink or typewriter except with signature of the bidder, which shall be written with ink. The total amount of the firm, fixed tender price shall be given in both writing

and numerals. If there is any discrepancy in the Tender Submission Form or documents submitted by the bidder between any amount shown in writing and in numerals, SSMHC may choose to accept the amount shown in writing or to reject the bid.

- 8.3 The Tender Submission Form shall be properly signed. If the bidder is a partnership, each member shall sign the tender. If the bidder is a corporation, it shall execute the tender by its duly authorized officers.
- 8.4 The bidder shall submit its bid on the basis of using the products, materials and methods indicated or specified in the Request for Tender. Where alternatives are listed, use one only from the list.
- 8.5 Bidders shall include all proposals to substitute other products, materials and methods for those indicated or specified in the Request for Tender, under material variations, but do not include proposed substitutions in the firm fixed tender price. For each proposed substitution, submit the name of the manufacturer or supplier, the trade name, an explicit description, the amount by which the firm fixed tender price would be changed and all other information necessary for the evaluation of the proposal.
- 8.6 SSMHC in its sole discretion will determine which, if any, substitutions will be accepted and the Contract price will be adjusted accordingly. The accepted products, material or method will become part of the Contract.
- 8.7 In the event the Work or any part of it cannot be completed in accordance with the specified requirements, the bidder shall clearly and explicitly state what the deviations are.
- 8.8 And the fixed tender amount shall be stated in Canadian dollars, and shall include all materials, labour, equipment, services, permits and incidentals required for performance and completion of the Work. Harmonized Sales Tax (H.S.T.) is to be included with the total tender amount.
- 8.9 Upon request, a bidder shall verify any information, including price, contained in its bid, and any bid may be rejected if SSMHC is not satisfied with the information furnished.
- 8.10 In submitting a bid, the bidder represents and warrants that it has reviewed the Contract and this Request for Tender including all Schedules in full, and that the pricing in its bid accounts for all of the bidder's obligations therein. The prices stated in the successful bid will be fixed and included in the Contract for execution, and will thereafter be subject to adjustment only in accordance with the terms of the Contract.
- 8.11 The bidder represents and warrants that every statement in its bid is accurate and complete, and acknowledges that SSMHC is relying on such representations and warranties in selecting the successful bid and entering into the Contract. Misrepresentation in the successful bid may be grounds for SSMHC to cancel or terminate the Contract.

**9 BIDS IRREVOCABLE**

- 9.1 Bids shall not be withdrawn or modified, and shall remain firm, irrevocable and open for acceptance by SSMHC for a period of thirty (30) days after Tender Closing.
- 9.2 In the event that SSMHC deems it necessary to extend the thirty (30) day period, SSMHC shall, prior to the expiration of such period, provide bidders with written notice to that effect, whereupon a bidder shall have five (5) business days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the notice or withdraw their bid. In the event that a bidder does not respond in writing within the five (5) business days described above, the bidder shall be deemed to have accepted the requested extension.

10 **BID AND PERFORMANCE SECURITY AND OTHER BONDING**

10.1 **Bid Security**

11 The Bidder shall include together with the Bidder's Tender Submission Form any one of a Bid Bond from a Surety acceptable to the Owner, a certified cheque, a Bank Draft or an irrevocable Letter of Credit in favour of the Owner in an amount **equivalent to 10%** of the submitted **Bid price including HST**, valid for a period of thirty (30) days from the date of tender closing unless otherwise stipulated in the Tender Submission Form.

12 Such deposit shall be security to the Owner that the tenderer, if successful, will execute the contract documents and supply the Contract Performance Security in accordance with Section 00200, Clause 4.2.

12.1 Failure to comply with Clause 10.1.2 may result in forfeiture of the Bid Security.

12.2 Bid Security of all tenderers, except the lowest and second lowest tenderers will be returned within three (3) business days of the award of the Contract.

12.3 The Bid Security of the two low tenderers will be returned when the Contract has been awarded in accordance with Section 00200, Clause 8.

12.4 **Performance Security**

12.5 The Contractor shall provide, at the Contractor's costs, Performance Security in favour of the Owner in order to secure the due and faithful performance of the Contract, which shall be as follows:

12.5.1.1 a Performance Bond is issued by a Surety Company acceptable to the Owner's approved form which is attached hereto and shall be in an **amount equal to 50%** of the Contract Price;

12.5.1.2 If the Contract price is less than \$1,000,000.00, but over \$500,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:

a) an irrevocable letter of credit, bank draft, or certified cheque; or

b) bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or

c) such other collateral as may be acceptable to the Owner and in each case, the alternate forms of security shall be equivalent to 20% of the Contract Price.

12.5.1.3 if the Contract price is less than \$500,000.00, no Performance Bond is required.

12.6 If the Contractor fails to meet the requirements of this section within seven (7) business days of receipt by the Contractor of the award letter, then the Owner at its sole option may terminate the Contract and use the Bid Security toward damages.

12.7 If the Security is in the form of a Performance Bond, the document shall be retained by the Owner for a period of two (2) years from the date on which the last payment under the contract falls due, after which it will be returned to the Contractor on the Contractor's request.

- 12.8 If alternate security is provided pursuant to this section it will be returned to the Contractor forty-five (45) days after completion of the Work and the correction of all deficiencies. If deficiencies involve seasonal work which must be postponed, the security shall be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor forty-five (45) days after all other work is completed.
- 12.9 If the Contract Price is greater than \$500,000, the Contractor shall also provide, at the Contractor's cost, a Labour and Material Payment Bond, in the Owner's approved form which is attached hereto, and it shall be in an amount equal to 50% of the total Contract Price.

**13 RIGHT TO AMEND OR CANCEL THIS REQUEST FOR TENDER**

- 13.1 SSMHC reserves the right to modify, suspend or cancel this Request for Tender at any time for any reason (including if the prices in the bids exceed available funding) and to reissue a Request for Tender, or to undertake another procurement process for the Work, or to obtain the Work in some other manner or to decide not to proceed with the Work or part of it.

**14 FORM OF CONTRACT**

- 14.1 The contract between the Owner and the successful bidder will be the Canadian Construction Documents Committee's CCDC 2 – 2008 – Stipulated Price Contract, as amended by Schedule B - Supplemental Conditions (the "**Contract**").
- 14.2 If a Contract is awarded, the following documents will all form part of the Contract:
- PART 1 – Instruction to Bidders
  - SCHEDULE A - Tender Submission Form
  - Stipulated Price Contract CCDC 2 -2008
  - Schedule B - Supplementary Conditions
  - Specifications with Appendices and Addenda
  - Schedules
  - Award Letter (Letter of Intent)
  - Purchase Order
- (the "**Contract Documents**")
- 14.3 The SSMHC reserves the right to amend or supplement the Contract Documents at any time prior to Tender Closing. Additional information, changes, clarifications or corrections made by SSMHC or its consultant on SSMHC's behalf to the Contract Documents shall be issued in the form of addenda which will become part of the Contract and shall be covered in the tender price. The bidder shall acknowledge receipt of these addenda in the space provided in Schedule A – Tender Submission Form.

**15 EXAMINATION OF THE SITE AND CONTRACT DOCUMENTS**

- 15.1 Before submitting a bid, the bidder shall carefully examine the Contract Documents, including drawings and specifications, and examine site of the proposed Work, and fully inform itself of the existing conditions, limitations and difficulties that may arise and include



in its bid the cost of all labour, materials and services required to complete the Work and fulfill the Contract.

- 15.2 Before submitting a bid, the bidder shall ascertain, from the relevant authorities, the availability and existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic, and shall ascertain what prior notice will be required for the installation of the service to the project.
- 15.3 At SSMHC's discretion, questions arising from the bidder's inspection at the site will be answered in addenda. Existing building information may be available for inspection at the SSMHC's office. The bidder shall interpret existing building information according to his own judgment and not rely upon it as accurately descriptive of subsurface conditions which may be found to exist.
- 15.4 The bidder shall report any ambiguities, discrepancies, errors, non-compliance with applicable codes or standards, or omissions in the Contract Documents or this Request for Tender to SSMHC and request clarification or correction thereof in accordance with Section 0 "ACCESS TO SITE & INQUIRIES". By submitting its bid, the bidder will be deemed to have accepted the Contract Documents, including all specifications and drawings, as being accurate and the Owner will not approve any extra charges subsequent to acceptance of the bidder's bid which arise from any ambiguities, discrepancies, errors, non-compliance, or omissions in the Contract Documents or this Request for Tender which could have or should have been identified through the bidder's due diligence prior to bidding.

16 **QUALIFICATION INFORMATION**

- 16.1 The bidder may be required to furnish names of references conversant with the bidder's performance on similar work, the names and experience of senior personnel to be used on the work, and such statements of the bidder's financial resources as SSMHC may deem necessary.
- 16.2 SSMHC reserves the right to require any bidder to submit qualification information prior to the award of the Contract which qualification information shall include the submission of evidence of the capability of the bidder to carry out and to maintain properly the work and the equipment, together with details of the qualifications of the bidder's staff that may be employed in the execution of the Contract.
- 16.3 SSMHC reserves the right of interpretation of qualification information and any decisions made by SSMHC based upon its findings which may affect the award of the Contract shall be final.
- 16.4 SSMHC reserves the right to give preference to materials, products and equipment:
- 16.5 of Canadian origin and manufacture,
- 16.6 which are environmentally friendly,
- 16.7 which are energy efficient

17 **PRICE BREAKDOWN**

- 17.1 Immediately upon the opening of tenders the low bidder or bidders may be requested to submit a detailed breakdown (trade by trade) of the cost of the work. SSMHC will indicate the amount of detail required and the Contractor(s) must present the information promptly.

18 **BID ACCEPTANCE AND REJECTION**

18.1 SSMHC will conduct an evaluation of all compliant Bids. Bids will be evaluated as follows:

<b>CRITERIA</b>
<b>Mandatory Requirements</b> Completeness of the submitted Bid, including completion of all fields and appendices at Schedule A.
<b>Technical Requirements</b> Evaluation of criteria in Section 14 (above).
<b>Pricing</b>

18.2 SSMHC has the unqualified right to reject any bid or all bids, including the bid with the lowest price, and to accept any bid which is, in SSMHC's sole and absolute discretion, the most advantageous to SSMHC.

18.3 SSMHC is not obliged to award any contract as a result of this Request for Tender.

18.4 The final acceptance of bids and award of any contract is subject to approval by the Director of Housing Services of SSMHC or his/her designate, and to the availability of funding for a contract that SSMHC may award. SSMHC will not have any liability for any costs, expenses, loss, or damages incurred by a bidder as a result of the failure of the Director Of Housing Services or designate to approve final acceptance of a bid or award of a contract, or as a result of the failure by SSMHC to receive funding for a contract.

18.5 Conditional or qualified bids will be rejected as non-compliant. Incomplete bids shall be deemed non-compliant unless the information omitted is not substantially material, in which case SSMHC may ask the bidder to provide the omitted information and, on receipt, may consider the bid. SSMHC reserves the right to waive the formalities in this Request for Tender and to disregard any irregularity in the bids received, in accordance with SSMHC's Procurement Policy (copy available upon request).

18.6 The determination that a bid is non-compliant or does not meet the requirements in the Request for Tender is within the sole and absolute discretion of SSMHC, and the bidder acknowledges that SSMHC's decision in this regard is final.

18.7 SSMHC reserves the right to seek clarification of the contents of any bid or to require a bidder to submit further documentation. Following Tender Closing, SSMHC may request to meet with any bidder to discuss any aspect of its bid.

19 **AWARD OF CONTRACT**

19.1 When a Tender is called for more than one project, a Contract may be awarded on the basis of all or any one or more of the projects, unless otherwise stated in the Request for Tender.

19.2 SSMHC reserves the right to award multi-award contracts for the Work to more than one contractor if that meets the best interests of SSMHC.

- 19.3 The Owner has up to thirty (30) days after the date of tender closing to notify the bidder that his Tender is accepted, unless this period is extended in accordance with Section 9.2.
- 19.4 The Contract shall be deemed to be awarded on the date that SSMHC advises the Bidder in writing of such award.
- 19.5 If the bidder alters or withdraws the bidder's bid after Tender Closing or if the Bidder does not provide insurance or other documents in accordance with Section 19.6 "REQUIREMENTS AT THE TIME OF CONTRACT EXECUTION" within the times specified, then SSMHC may reject the bidder's bid or cancel or terminate the Contract.
- 19.6 If the bidder that is awarded a contract for the Work cannot complete the Work as specified, SSMHC, at its sole discretion, may issue the remainder of Work to the contractor of its choice.

20 **REQUIREMENTS AT THE TIME OF CONTRACT EXECUTION**

- 20.1 The bidder who has submitted the successful bid shall submit the following documentation in a form satisfactory to SSMHC within ten (10) working days of its receipt of notice of contract award from the SSMHC and a request from the SSMHC to submit:
- 20.2 A copy of the bidder's insurance policies for those insurance coverages required by the Contract;
- 20.3 The bidder's current WSIB Clearance Certificate or WSIB issued "status determination" letter;
- 20.4 a copy of the bidder's existing Corporate Health and Safety Policy and Program in electronic format, where required under the Occupational Health and Safety Act, and any other safe work procedures or safety practices applicable to the Work; and,
- 20.5 performance security, if required in accordance with Section 12.4 "Performance Security".

21 **HEALTH AND SAFETY**

- 21.1 The bidder shall assume the role of contractor or constructor/prime contractor/principal contractor in accordance with the applicable provincial Occupational Health and Safety legislation.
- 21.2 The bidder shall provide, when requested by SSMHC or its consultant, the bidder's latest Workers' Safety Insurance Board Experience Rating and a signed letter which states only competent personnel will be employed on the project in accordance with the *Occupational Health and Safety Act*, as amended.
- 21.3 The bidder acknowledges that all employees of the bidder and/or its subcontractors executing work on SSMHC property are required to have a valid identification card that confirms the worker has attended a "Standardized Safety Orientation Course" administered by the Sault Safe Community Partnership, or the Sault Ste. Marie Construction Association or an equal Safety Course as determined by SSMHC.

22 **LIMITATION OF LIABILITY**

- 22.1 SSMHC shall have no liability for any costs, expenses, loss, or damages of any bidder in the event that SSMHC rejects all responses to this Request for Tender, amends or terminates the Request for Tender, awards a contract to the bidder who has not submitted the lowest price, or disqualifies a bidder who has submitted a non-compliant bid or has a conflict of interest or unfair advantage.

- 22.2 The bidder acknowledges that SSMHC will not reimburse the bidder for any costs incurred in preparation of a bid.

**END OF SECTION**

Schedule A

Mr. Jeff Barban  
Sault Ste. Marie Housing Corporation  
180 Brock Street  
Sault Ste. Marie, ON P6A 3B7

**RE:** PTC 2021-01-D  
WINDOW REPLACEMENTS

**LOCATION:** VESTA CO-OPERATIVE HOMES INC.  
SAULT STE. MARIE, ONTARIO

**TENDER CLOSING:** TUESDAY MARCH 30, 2021  
@ 2:00 P.M. LOCAL TIME

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I/We, the undersigned, have carefully read and examined this Request for Tender and all of its Schedules in their entirety. We agree to be bound by their terms and conditions, including but not limited to the provisions relating to the limits place on my/our ability make a claim against SSMHC, and to submit the documentation required, when required.

**1 BIDDER INFORMATION**

Information	Response
Legal Name of Bidder	
Mailing Address	
Head Office Address (if different)	
Contact Person	
Phone Number	
Mobile Number	
Fax Number	
Email Address	

**2 PRICE**

Having carefully examined the Contract Documents and visited the site and examined all conditions, I/We agree to provide all materials, labour, equipment, services, permits and incidentals required for performance

Schedule A

and completion of the above-referred project, all in full accordance with the Contract Documents, for the **total lump sum fixed price** of:

(a)	Lump Sum Fixed Price	\$	
(b)	Harmonized Sales Tax (HST)	\$	
(c)	<b>Total Lump Sum Fixed Price, including HST</b>	<b>\$</b>	

The total lump sum fixed price, including HST, in writing, is:

\_\_\_\_\_ /100 Canadian Dollars

**3 ALTERNATIVES**

Further to our bid, I/we propose the following substitute products listed below showing the addition to or a deduction from the bid amount:

Description of Proposed Alternative	Addition to Contract	Deletion to Contract

I/We acknowledge that each of the above proposed alternative(s) is subject to the written approval of SSMHC.

**4 SUBCONTRACT WORK**

If my/our bid is accepted, it is our intention to employ subcontractors in accordance with the General Conditions of the Contract. All portions of the work, other than those to be placed with the subcontractors will be executed by ourselves with our own workforce. List of subtrades for trade work is listed below.

TRADEWORK	SUBCONTRACTOR

Schedule A

I/we acknowledge and agree that there shall to be no change to the above list without the written consent of SSMHC.

**5 ADDENDA**

I/We agree acknowledge receiving and examining all addenda issued by SSMHC, as listed below:

ADDENDUM NUMBER	DATE

*(If no addenda have been received, indicate "NIL" in the spaces provided.)*

**6 COMMENCEMENT AND COMPLETION**

This bid will be considered accepted and a binding Contract entered into, upon receipt of a duly authorized Purchase Order. The Contract Documents listed in this Request for Tender shall constitute the Contract, subject to such modification as may be agreed to in writing between the parties.

If awarded the Contract, I/We agree and undertake to:

- (a) commence the Work immediately upon being notified in writing to do so by SSMHC, Letter of Intent, and that the Work will be on a continuous basis;
- (b) complete the work in a manner acceptable to SSMHC within 120 Days of date of receiving the Purchase Order;
- (c) complete whatever additional or extra work may be required, in accordance with the Contract
- (d) submit a progress schedule.

**7 REQUIREMENTS AT THE TIME OF CONTRACT EXECUTION**

If this bid is accepted by SSMHC, I/We agree to provide the following documents in a form satisfactory to SSMHC within **ten working days** after receipt of the Award Letter:

- (e) proof of insurance, as required by the Contract;
- (f) current WSIB clearance certificate or WSIB issued "status determination" letter;
- (g) a copy of the bidders existing Health and Safety Policy and Program, where required under the *Occupational Health and Safety Act*, and any other safe work or safety practices applicable to the Work;
- (h) Performance security in accordance with Section 12.4 PERFORMANCE SECURITY.

Schedule A

**8 NO COLLUSION / CONFLICT OF INTEREST**

I/We expressly declare and warrant that the prices contained in my/our bid are quoted in utmost good faith, intended to be competitive, and have been arrived at independently without any collusive arrangement or agreement with any other person or partnership or corporation, including any competitor.

I/We expressly declare and warrant that I/We are not party or privy to any deceit tending to mislead SSMHC into accepting my/our bid as a truly competitive bid whether to the prejudice, injury or benefit of SSMHC.

I/We expressly declare that no member of SSMHC has or will have an interest indirectly or directly as a contracting party, partner shareholder, surety or otherwise

**9 IRREVOCABILITY**

I/We agree and confirm that this bid is irrevocable and is to continue to be open to acceptance by SSMHC for a period of **30 days** after Tender Closing, unless extended.

**10 BID SECURITY**

A bid bond, certified cheque or irrevocable letter of credit in the **amount of 10 % is attached.**

**11 APPENDICES**

All appendices have been be completed and included with this Tender Submission Form, as follows:

- (a) Bid Security
- (b) Appendix A - Vesta Co-Operative Homes Inc.



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Schedule A

**SIGNED AND SEALED THIS                      DAY OF                      , 20**

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Full legal name of Bidder (Corporation, Partnership or Individual)

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**1) Authorized Signing Officer**  
(I/We have the authority to bind the company)

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**Title**

---

**Signature**

---

**Witness**  
(*Must be witnessed if no seal*)

---

**2) Authorized Signing Officer**  
(I/We have the authority to bind the company)

---

**Title**

---

**Signature**

---

**Witness**  
(*Must be witnessed if no seal*)

**NOTE:** BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL BE CAUSE FOR DISQUALIFICATION OF THE BID.

**\*Affix Corporate Seal**

**END OF SECTION**

## Schedule B – Form of Contract

The Canadian Construction Documents Committee's CCDC 2 – 2008 – Stipulated Price Contract is hereby incorporated by reference in this Schedule B – FORM OF CONTRACT. The Supplemental Conditions attached hereto shall form part of the Contract, and shall supplement and amend the CCDC 2 – 2008 – Stipulated Price Contract as set forth therein.

## CCDC 2 SUPPLEMENTAL CONDITIONS

These Supplemental Conditions supplement, void, or amend, and shall be read in conjunction with, the Agreement, the Definitions, and the General Conditions of the CCDC 2 – 2008 Stipulated Price Contract, between the *Owner* and the *Contractor*. Unless otherwise defined herein, all capitalized and italicized terms used in these Supplemental Conditions shall have the meaning ascribed thereto in the Definitions.

## DEFINITIONS

**SC 1.1** To the definition of "Owner" **ADD** the following sentence: "Owner" is also referred to herein as "SSMHC".

**SC 1.2** **ADD** the following definitions:

### Affiliate

Affiliate means for any *Person*, any other *Person* who *Controls*, is *Controlled* by, or is under common *Control* with the first *Person*.

### Building

Building means any construction, erection, complex, or other installation on the *Building Lands* at, in, or upon which the Work is being performed, and includes any installation of industrial, mechanical, electrical, or other equipment on the *Building* or the *Building Lands* as well as the *Building Lands*

### Building Lands

Building Lands means the lands upon which the *Building* is situated and the certificates of title associated thereto.

### Claims

Claim or Claims means losses, damages, costs, expenses, liabilities, *Claims*, demands, actions, causes of action, proceedings, judgments, and other amounts (including legal fees and disbursements, on a solicitor and his own client basis).

### Control

Control (including the terms "Controls" and "Controlled") means the possession, directly or indirectly, of the power to direct and manage or cause the direction and management of a *Person*, whether through the ability to exercise voting power, by contract, or otherwise.

### Lien

Lien includes any *Lien* contemplated by the *Lien Statute* and any legal action or suit commenced with respect to any such *Lien*, and any other builders' or construction *Lien*.

### **Lien Period**

Lien Period means the period or periods of time specified by the *Lien Statute* during which a *Lien* claimant must preserve and perfect, or otherwise make, a claim for *Lien*.

### **Lien Statute**

Lien Statute means the *Construction Act*, R.S.O 1990 c. c-30 for projects in Ontario and any additional or substitute *Lien* legislation applicable to the *Place of the Work* and the term "the *Lien* legislation applicable to the *Place of the Work*" wherever it appears in the *Contract Documents* refers to and means the *Lien Statute*.

### **Other Liens**

Other Liens means any mechanics', garagemens', or solicitors' *Lien* and any mortgage, writ of execution, attachment, charge, Security Interest (as such term is defined in the *Personal Property Security Act* applicable to the *Place of the Work*), pledge, deed of trust, encumbrance, or other financial *Lien* or charge of any kind or nature whatsoever relating to the *Contractor*, the *Work*, the construction equipment, the *Temporary Work*, the *Products*, or the labour associated therewith, or supplying, transportation, or fabrication of the materials associated therewith that is or are registered or filed against the *Owner*, the *Building*, or against the *Owner's* interest therein, any *Claim* of quantum meruit or unjust enrichment, whether or not with respect to the *Work*, the *Construction Equipment*, the *Temporary Work*, the *Products*, or the labour associated therewith, or supplying, transportation, or fabrication of the materials associated therewith that is filed or advanced against the *Owner*, but excluding any *Lien* as defined in these *Supplemental Conditions*.

### **Person**

Person, according to the context, includes any individual, legal *Person*, corporation, firm, partnership, trust or other entity, any group of *Persons*, corporations, firms, partnerships or other entities, or any combination thereof, and includes any trustee, trustee-in-bankruptcy, receiver, receiver manager, monitor, agent for a secured creditor, or other entity acting in a similar capacity.

### **Progress Meetings**

Progress Meetings shall have the meaning ascribed thereto in SC 2.3.8 (below)

### **Proper Invoice**

An application for payment in GC 5.2 shall only be considered a Proper Invoice for the purpose of the prompt payment and adjudication provisions of the *Lien Statute* if the application for payment contains the following information and documentation:

- a. The *Contractor's* name and address;
- b. The date of the proper invoice and the period during which the services or materials were supplied;
- c. The *Contract* number;
- d. A description of the services or materials that were supplied, in the form of an updated Schedule of Values (per GCs 5.2.4 to GC 5.2.6), which Schedule of Values shall contain a detailed description, with reference to any Contemplated Change Notice number, of any items being claimed against the Cash Allowance;

- e. The amount payable for the services or materials that were supplied, and the payment terms, including a breakdown of any items being claimed against the Cash Allowance;
- f. The name, title, telephone number, and mailing address of the person to whom payment is to be sent;
- g. An updated schedule as required by GC 3.5.1.2 and SCC 5.2.7;
- h. A valid and current Workplace Safety & Insurance Board Clearance Certificate as required by SCC 5.2.7;
- i. A sworn statutory declaration confirming that all employees, sub-contractors, and suppliers that have completed work or supplied materials to the Project have been paid in full out of all prior payments made by SSMHC to the *Contractor* as required by SCC 5.2.7 (for every progress payment application after the first).

## **GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

### **GC 1.1 CONTRACT DOCUMENTS**

**DELETE** paragraph 1.1.7.1 and **SUBSTITUTE** the following:

"1.1.7.1 The order of priority of documents, from highest to lowest, shall be

- The Agreement between *Owner* and *Contractor*, which includes the Request for Tender Package
- the *Definitions*
- these *Supplemental Conditions*
- the *General Conditions*
- *Specifications*
- the *Drawings*
- *CCDC 40 Rules for Mediation*
- *CCDC 41 Insurance Requirements.*"

### **GC 1.4 ASSIGNMENT**

**DELETE** paragraph 1.4.1 and **SUBSTITUTE** the following:

"1.4.1 Except for the retaining by the *Contractor* of *Subcontractors*, the *Contractor* shall not assign, pledge, or in any other way transfer the *Contract* or a portion thereof without the *Owner's* written consent, which consent may not be unreasonably withheld. The *Contractor*, when requesting the *Owner's* consent to any such assignment, pledge, or transfer, shall provide evidence satisfactory to the *Owner* of the ability of the proposed assignee, pledgee, or transferee to complete the *Contract* in respect of its technical and financial competence, its workforce, and its equipment along with any other information requested by the *Owner.*"

**ADD** the following paragraph:

“1.4.2 The *Owner*, acting reasonably, may assign or otherwise transfer the *Contract* with the consent of the *Contractor*, which consent shall not be conditioned or unreasonably withheld or delayed, provided however, the *Owner* may assign or otherwise transfer the *Contract* without the consent of the *Contractor* if such transfer or assignment:

.1 is incidental to a merger, amalgamation, or consolidation with or involving the *Owner* or the assets or shares of the *Owner*;

.2 is incidental to the sale or other transfer of all or a portion of the *Owner's* interest in or to the *Building*; or

.3 is to an *Affiliate* of the *Owner*,

and provided the assignee or other transferee assumes all of the obligations of the *Owner* under the *Contract*, upon such assumption, the assignor or transferor shall be released of all its obligations under the *Contract* after the date such assignment or transfer is or becomes effective.”

## GC 2.2 ROLE OF THE CONSULTANT

In paragraph 2.2.3, **AMEND** the second sentence by adding the following phrase to the end of the sentence: "upon the request of the *Contractor*."

## GC 2.3 REVIEW AND INSPECTION OF THE WORK

**ADD** the following paragraph:

“2.3.8 The *Contractor* shall schedule and administer regular bi-weekly project progress meetings throughout the progress of the *Work* (“**Progress Meetings**”). Meeting dates and locations shall be coordinated with the *Owner* and the *Consultant*. The *Consultant* will record and distribute meeting minutes within 5 business days of each such meeting.”

## C 2.4 DEFECTIVE WORK

**ADD** the following subparagraphs to paragraph 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 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.”

**ADD** the following to the end of 2.4.3: “... prior to any adjudication hearing taking place.”

**ADD** the following paragraphs:

“2.4.4 Any defective *Work* corrected pursuant to this GC 2.4 shall be covered by warranties provided pursuant to GC 12.3, provided such warranties in respect of the corrected defective *Work* shall continue for the longer of the duration of the warranty period provided under GC 12.3, and one year from the date such corrective *Work* is completed.

2.4.5 Neither acceptance of the *Work* by the *Consultant* or the *Owner* nor any failure by the *Consultant* or the *Owner* to identify, observe, or warn of defective *Work* shall relieve the *Contractor* from the sole responsibility for rectifying such defect or deficiency at the *Contractor's* sole cost and expense.”

### GC 3.1 CONTROL OF THE WORK

**ADD** the following paragraph:

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

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

**ADD** the following subparagraphs to paragraph 3.2.3:

“.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the *Work* of other *Contractors* or *Owner's* own forces.”

### GC 3.4 DOCUMENT REVIEW

**ADD** the following paragraph:

“3.4.2 Notwithstanding paragraph 3.4.1, errors, inconsistencies, or omissions in the *Contract Documents* which could have been identified and accounted for by the *Contractor* when pricing the *Work*, as determined by the *Owner* exercising reasonable discretion, shall not entitle the *Contractor* to a *Change Order* or any adjustment to the *Contract Price* or *Contract Time*.”

### GC 3.5 CONSTRUCTION SCHEDULE

In paragraph 3.5.1.1; **DELETE** the words: “prior to the first application for payment” and **REPLACE** them with “within 5 days after the letter of award.”

**ADD** the following paragraphs:

“3.5.2 Once approved, the construction schedule shall not be altered without written approval from the *Owner* and the *Consultant*. The *Owner* reserves the right to require more frequent schedule updates, if the *Owner* determines, in its reasonable discretion, that the *Contractor* does not appear to be capable of achieving *Substantial Performance* of the *Work* within the *Contract Time*.

3.5.3 Upon becoming aware of any acts or conditions which may affect the *Contractor's* ability to maintain the construction schedule in accordance with the *Contract Time*, the *Contractor* shall promptly notify the *Owner* and the *Consultant* of such facts or conditions, which facts and conditions shall be fully disclosed and discussed at the subsequent *Progress Meeting*.

3.5.4 The *Owner* or the *Consultant* may direct the *Contractor* to suspend *Work* that causes disruption to the *Owner's* operations at the *Project* or the *Work* of other *Contractors* or other third parties at the *Place of the Work*, pending development and implementation of solutions acceptable to the *Owner* that allow the *Work* to proceed.

3.5.5 Time is of the essence herein in respect of the *Contract Time* and completion of the *Work*.”

### GC 3.6 SUPERVISION

At the end of paragraph 3.6.1, **ADD** the words: “and, unless such change is required due to the representative’s death, injury, emergency, or change in employment status with the *Contractor*, only with *Owner’s* prior written consent.”

### GC 3.8 LABOUR AND PRODUCTS

**ADD** the following paragraphs:

“3.8.4 The *Owner* shall acquire a property interest in and title to the materials or supplies that comprise the *Work* at the earlier of:

- .1 payment for such materials or supplies; or
- .2 delivery of any such materials or supplies to the *Place of Work*.

At the time of such transfer of title, the *Contractor* shall be the lawful *Owner* of such materials or supplies and have the legal right to convey and transfer such title.

3.8.5 The *Contractor* and its *Subcontractors*, and its and their employees, agents, and sub-*Subcontractors* of any tier, shall carry valid photo identification at all times when at the *Place of the Work*.”

### GC 3.10 SHOP DRAWINGS

**ADD** the following paragraphs:

“3.10.13 The *Contractor* shall accurately and neatly record in the *Shop Drawings* deviations from the *Contract Documents* caused by changes ordered by the *Owner* through the *Consultant*.

3.10.14 The *Contractor* shall record on the *Shop Drawings* locations of concealed components of mechanical and electrical services.

3.10.15 The *Contractor* shall maintain in new condition and make available for inspection on site by the *Consultant* an up-to-date copy of the *Shop Drawings*.

3.10.16 Upon completion of *Work* and prior to the *Contractor’s* submission of the application for final payment, the *Contractor* shall submit final, complete, and accurate *Shop Drawings* to the *Consultant*. Unless otherwise agreed by the *Owner* in writing, such *Shop Drawings* shall be prepared digitally using computer aided drafting software and issued to the *Consultant* in paper copy and on CD-ROM or USB with the following drawing file formats: AutoCAD v.2004, DXF, PDF or TIFF.

3.10.17 The *Contractor* shall pay for all costs and expenses associated with preparation, maintenance, and submission of *Shop Drawings*.”

### GC 4.1 CASH ALLOWANCES

**DELETE** paragraph 4.1.4 in its entirety and **SUBSTITUTE** the following paragraph:

“4.1.4 Where costs under a cash allowance exceed the amount of the allowance, the *Contractor* shall be compensated for any excess incurred and substantiated, but not an amount for overhead and profit on the excess as set out in the *Contract Documents* except where there is a Change to the Scope of *Work*.”

**DELETE** paragraph 4.1.5 in its entirety and **SUBSTITUTE** the following paragraph:

“4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price by Change Order*.”

**Delete** paragraph 4.1.7 in its entirety and **SUBSTITUTE** the following paragraph:

“4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*.”

**ADD** the following paragraph:

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

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

**DELETE** paragraphs 5.1.1. and 5.1.2.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

In paragraph 5.2.1, **DELETE** the word “may” and replace it with the word “shall” such that applications for payment shall be made monthly and add to the end of the sentence “and shall be made in the form of a *Proper Invoice*”.

In paragraph 5.2.2, **DELETE** “Applications for payment” and replace it with “*Proper Invoices*”.

In paragraph 5.2.3, **DELETE** the words: “*Work* performed and *Products* delivered to the *Place of the Work*” and **SUBSTITUTE** with: “*Work* performed and *Products* incorporated into the *Work*.”

In paragraph 5.2.6, after “application for payment” **ADD** “as one of the mandatory conditions for the application to be considered a *Proper Invoice*.”

**DELETE** paragraph 5.2.7 and **SUBSTITUTE** with:

“5.2.7 The *Contractor* shall submit with each application:

- .1 a statutory declaration by the *Contractor* on a copyright sealed form CCDC Document 9A-2001 (for every application after the first);
- .2 an updated construction schedule; and
- .3 a current Workplace Safety & Insurance Board Clearance Certificate.”

### **GC 5.3 PROGRESS PAYMENT**

In paragraph 5.2.2, **DELETE** “10 calendar days” and **SUBSTITUTE** “7 calendar days”.

**DELETE** paragraph 5.3.1.3 and **SUBSTITUTE** “the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days from receipt by the *Consultant* of the application for payment, provided that the application for payment is in the form of a *Proper Invoice*.”



#### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

**ADD** the following paragraph:

“5.4.4 Within seven (7) business days following receipt of the *Certificate of Substantial Performance* from the *Owner*, the *Contractor* shall provide the *Owner* with acceptable evidence of publication of the *Certificate of Substantial Performance* in a recognized construction trade newspaper including the name of the newspaper and the date of publication.”

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

In paragraph 5.5.1.1, after the words “holdback amount”, **ADD** “which application for payment shall be in the form of a *Proper Invoice*”.

In paragraph 5.5.2, after the words “application for payment” **ADD** “in the form of a *Proper Invoice*”.

**DELETE** paragraph 5.5.3 in its entirety.

**DELETE** the first sentence in paragraph 5.5.4 and **SUBSTITUTE** the following: “In Ontario, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable pursuant to the *Lien Statute*”

**DELETE** paragraph 5.5.5 in its entirety.

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

**DELETE** paragraph 5.6.1 and **ADD** the following in its place the following:

“5.6.1 If the *Contract Price* is greater than \$10,000,000 (or as otherwise prescribed in the *Lien Statute*), and if the time stated in Article A-1 paragraph 1.3 is either greater than one year and/or provides for the *Work* to be completed in phases, the *Contractor* may apply for either annual or phased release of the holdback amount, respectively, provided that the conditions for payment of holdback on an annual or phased basis set out in the *Lien Statute* are met. The holdback amount retained annually or on a phased basis shall be paid to the *Contractor* by the *Owner* within twenty eight (28) days of the *Owner* receiving a certificate from the *Consultant* certifying the holdback amount to be released, which is to be obtained at the *Contractor’s* request, and together with a *Proper Invoice*. Alternatively, if holdback security was posted, the *Contractor* may request return of the holdback security and substitution of security in a lesser amount on an annual or phased basis, in accordance with the conditions set out herein. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the *Lien Statute*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.”

**DELETE** paragraph 5.6.2 in its entirety.

#### GC 5.7 FINAL PAYMENT

In paragraph 5.7.1, after the words “When the *Contractor* considers that the *Work* is completed” **ADD** the words “and after all (i) manufacturer’s warranties, (ii) operations and maintenance manuals pertaining to any equipment incorporated in the *Work*, and (iii) the names, addresses, telephone numbers and contact *Persons* of all *Subcontractors* and *Suppliers* have been provided to the *Owner* in a new, good quality, three-ring, hard covered binder, with contents organized into applicable categories of *Work*, or such other form satisfactory to the *Owner*, and when all *Lien Periods* have expired,” and after the words “application for final payment” **ADD** “in the form of a *Proper Invoice*.”

In the second line of paragraph 5.7.4, **DELETE** everything after “the *Owner* shall” and **ADD** “no later than 28 days after receipt of the *Contractor’s* application for final payment in the form of a *Proper Invoice* – and subject to any Notice of Non-Payment being issued by the *Owner* – pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT”.

**ADD GC 5.10 LIENS AND OTHER LIENS**, as follows:

“5.10.1 The *Contractor* shall strictly comply with all applicable duties, responsibilities and obligations as set out in the applicable *Lien Statute*.

5.10.2 The *Contractor* shall, and shall take all reasonable steps to, ensure that all accounts for *Products*, subcontracts, sub-subcontracts, and *Construction Equipment* associated with or related to the *Work* are paid in a timely manner and in accordance with the *Lien Statute* so as to ensure that no *Lien* attaches to or is registered or filed against the *Owner*, the *Building*, or the *Owner’s* interest in or to the *Building*.

5.10.3 The *Contractor* shall ensure that *Other Liens* do not attach to, nor are advanced, registered, or filed against the *Owner*, the *Building*, or the *Owner’s* interest in or to the *Building*.

5.10.4 If:

.1 *Other Liens* attach to, or are advanced, registered, or filed against the *Owner*, the *Building*, or the *Owner’s* interest in or to the *Building*; or

.2 provided the *Owner* has made all payments to the *Contractor* as and when due in accordance with the *Contract Documents* including these Supplementary Conditions, a *Lien* is advanced, attached to, or registered or filed against the *Owner*, the *Building*, or the *Owner’s* interest in or to the *Building*, the *Contractor* shall discharge such *Lien* or *Other Lien*, as applicable, at the *Contractor’s* sole expense within seven (7) days after notice from the *Owner* (or sooner if the *Lien* or *Other Lien* is delaying or affecting a financing, sale, or transfer of all or part of the *Building* or any interest therein), failing which the *Owner* may, at the *Owner’s* option, discharge the *Lien* or *Other Lien* by any means whatsoever, including by payment of monies into court or, in the case of *Other Liens* only, directly to the *Other Lien* claimant or by taking such other action as the *Owner*, in the *Owner’s* sole discretion, deems to be expedient or advisable to effect the immediate discharge of the *Lien* or *Other Lien* whether or not the validity of such *Lien* or *Other Lien* is admitted or denied by the *Contractor* or any other *Person*. Any monies or expenses paid or costs incurred by the *Owner* pursuant to this GC 5.10.4, including legal fees and disbursements on a solicitor and its own client basis and the monies paid into court as security for costs shall be paid by the *Contractor* to the *Owner* within five (5) days of the issuance of an invoice therefor by the *Owner*, and the *Owner* may, at its option, deduct all or a portion of such monies, costs, and expenses from the *Contract Price* or any payment on account of the *Contract Price*.

5.10.5 Notwithstanding any provision to the contrary in the *Contract Documents*, in no event shall the *Owner* be required to make payment to the *Contractor* of any kind whatsoever when *Liens* or *Other Liens* are registered or filed against the *Owner*, the *Building*, or against the *Owner’s* interest therein.”

## **GC 6.2 CHANGE ORDER**

**ADD** the following paragraph:

“6.2.3 The *Contractor* shall present adjustments to the *Contract Price* based on the following:

.1 For the *Work* done by the *Contractor’s* forces, a maximum of 10% total for overhead and profit shall be allowed.

.2 *Subcontractors* shall submit their accounts to the *Contractor* using 5% maximum total mark-up for overhead and profit.

.3 The *Contractor* shall be allowed 10% total for overhead and profit on accounts submitted to him by the *Subcontractors*.

.4 A charge of 5% for the *Contractor's* or *Subcontractor's* administration on charges involving credits shall be allowed.

.5 The percentages in subparagraphs 6.2.3.1 to 6.2.3.4 inclusive above shall only apply to changes not exceeding \$10,000.00 in net value of each *Change Order*. For adjustments greater than this amount, the overhead and profit should be a maximum of 10% total for the *Work* done by the *Contractor's* forces and a maximum of 5% on accounts submitted to the *Contractor* by the *Subcontractors*."

### GC 6.3 CHANGE DIRECTIVE

**DELETE** subparagraph 6.3.6.3 and **SUBSTITUTE** with the following: "The *Contractor's* fee for *Work* performed pursuant to a *Change Directive* shall be based on the amounts identified within paragraph 6.2.3 of the net increase in the *Contractor's* cost resulting from such *Change Directive*."

At paragraphs 6.3.7.5 and 6.3.7.6, reference to "tools", "*Construction Equipment*" and "hand tools" shall include only such items that have a new purchase value greater than \$500.

### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

**ADD** the following paragraph:

"6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.4.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of the bid"

### GC 6.5 DELAYS

**ADD** the following to the end of paragraph 6.5.4: "A *Notice in Writing of Claim* with respect to any delay shall indicate the reasons for such delay, the best estimate of the *Contractor* as to the duration of the delay, and the likely effect on the *Contract Time* and *Contract Price*, if applicable. Upon cessation of the circumstances giving rise to the delay, the *Contractor* shall give the *Owner* and *Consultant Notice in Writing* of such cessation."

**ADD** the following paragraphs:

"6.5.6 The *Contractor* shall not be entitled to any compensation or time extensions for any delays caused in whole or in part by the *Contractor's* failure to perform its obligation in accordance with the Contract, or for delay caused by concurrent events to the extent any such event is caused in whole or in part by the *Contractor's* failure to perform its obligations in accordance with the Contract.

6.5.7 In the event of delay in the performance of any portion of the *Work* contemplated by this GC 6.5, the *Contractor* shall use commercially reasonable efforts to rearrange and reschedule the *Work* so as to minimize the ultimate delay in completion of the *Work*. The *Contractor* shall be responsible for the care, maintenance, and protection of the *Work* in the event of any shutdown, provided the *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* in undertaking such care, maintenance, and protection.

6.5.8 If the *Work* should be behind schedule for a reason other than as described in paragraphs 6.5.1 to 6.5.3 (inclusive), or if any of the *Subcontractors* or *Suppliers* delay the progress of any portion of the *Work* necessary to complete the *Work* in accordance with the *Contract Time*, the *Contractor* shall not be relieved of its obligations under the *Contract Documents* and shall use its best efforts to bring the *Work* back in accordance with the *Contract Time*. The *Contractor* shall provide any additional personnel, supervision, co-ordination, and expediting, including overtime by its own personnel, and/or shall direct such measures to be undertaken by its *Subcontractors* and/or *Suppliers*, as may be required to achieve this end.”

#### **GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK, OR TERMINATE THE CONTRACT**

**ADD** the following sentence to the end of paragraph 7.1.1: “If, in the opinion of the *Owner*, the *Contractor* fails to satisfactorily carry out the obligations and duties of an employer and/or constructor as required under applicable Occupational Health and Safety legislation, the *Owner* reserves the right to terminate the Contract by giving the *Contractor Notice in Writing* to that effect.”

**ADD** the following subparagraphs to paragraph 7.1.4:

.3 Subject to GC 6.5, if such default arises from the *Contractor’s* failure to maintain the progress necessary to comply with the *Contract Time* and the construction schedule, the *Owner* may, after consultation with the *Contractor* and the *Consultant*, order that the *Contractor* take such actions as the *Consultant* deems necessary to maintain the progress required to achieve the *Contract Time* and construction schedule, which actions may include, but will not be limited to, the supply of additional labour, the provision of additional hours of *Work*, or the furnishing of additional Temporary *Work* or *Construction Equipment*, all at *Contractor’s* sole cost and expense.”

#### **GC 7.2 CONTRACTOR’S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT**

**DELETE** subparagraph 7.2.3.1 in its entirety.

In paragraph 7.2.3.4, **DELETE** in the first and second lines the words "except for GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER".

### **PART 8 – DISPUTE RESOLUTION**

The remedies available to the Parties in Part 8 – DISPUTE RESOLUTION are in addition to those set out in Part II.1 of the *Lien Statute*.

#### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

In subparagraph 9.1.1.1, after the words “errors in the *Contract Documents*” **ADD** the words “which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.4.1”

**ADD** the following sentence at the end of paragraph 9.1.2: “In addition, the *Contractor* shall call all utilities companies for service locates prior to commencing the *Work*. If the *Contractor* fails or refuses to do so, the *Contractor* will be responsible for all costs and expenses arising from any disrupted service and all required remedial measures to reinstate the existing service.”

In paragraph 9.1.3, after the words “Should the *Contractor*” **ADD** the words “or any *Person* for whom the *Contractor* is responsible at law (including any *Subcontractors* or *Suppliers*),”

#### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

**ADD** the following new paragraphs:

“9.2.10 Notwithstanding anything to the contrary in this GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES, the *Contractor* hereby represents and warrants that it is fully aware that some of SSMHC’s properties contain asbestos, and that it has taken all reasonable measures, including consultation with the *Owner*, to fully appraise itself of existing conditions prior to beginning any *Work* at the *Place of the Work*. The *Contractor* shall use the appropriate and industry standard practices for dealing with asbestos and asbestos containing materials (ACM) in accordance with O.Reg. 278/05 of the Ontario Occupational Health and Safety Act.

9.2.11 Where, in the performance of *Work*, it is necessary for the *Contractor* to disturb ACM, or to conduct *Work* in close proximity to ACM that may be disturbed, the *Contractor* shall ensure that its personnel and *Subcontractors* engaged in such *Work* have received complete and proper training and instruction in accordance with O.Reg 278/05. Upon completion of any *Work* in an area containing ACM, the *Contractor* shall advise the *Owner* of the names and pertinent information of all workers that performed the *Work* and those who may have had contact with the ACM.

9.2.12 The *Contractor* shall provide and post copies of all Workplace Hazardous Material Information System (WHMIS), Material Safety Data Sheets (MSDS) for *controlled Products* brought into the *Place of the Work*.

9.2.13 The *Contractor* will provide copies of any and all reports, directions, or other documents issued to the *Contractor* or *Subcontractors* by federal, provincial, or municipal health and safety inspectors, as well as copies of any or all incident/accident reports, to the *Owner* immediately after they are issued and/or received by the *Contractor*.”

#### **GC 9.4 CONSTRUCTION SAFETY**

At GC 9.4, **ADD** the following new paragraphs:

“9.4.2 No comments, suggestions, or instructions from the *Owner* or the *Consultant* may be relied upon or assumed to reduce or replace the *Contractor’s* responsibility for construction safety.

9.4.3 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Consultant*, and their agents and employees, from and against *Claims*, demands, losses, costs, damages, fines, penalties, fees, expenses, actions, suits, or proceedings by third parties, including legal fees, charges, and disbursements as between solicitor and his own client, that arise out of, or are attributed to, the *Contractor’s* failure to comply with rules, regulations, and practices required by the applicable health and safety legislation and all safety precautions and programs implemented, or required to be implemented, in connection with the performance of the *Work*.

9.4.4 The *Contractor* shall submit a Notice of *Project* as defined in, and in accordance with, the *Occupational Health and Safety Act* (Ontario) and regulations promulgated thereunder.”

#### **GC 10.1 TAXES AND DUTIES**

**ADD** the following at the end of paragraph 10.1.2: “The *Contractor* shall provide a detailed breakdown of additional taxes and duties if requested by the *Owner* in a form satisfactory to the *Owner*. Profit and overhead shall not be included in the increase or decrease in costs incurred by the *Contractor* due to changes in the aforementioned taxes and duties. Where an exemption or recovery of governmental sales tax, customs duties, or excise taxes is applicable to the Contract, the parties hereby agree to cooperate with each other to obtain such exemptions. Refunds that are properly due to the *Owner* and have been recovered by the *Contractor* shall be promptly refunded to the *Owner*.”

## GC 10.2 LAWS, NOTICES, PERMITS AND FEES

**DELETE** paragraph 10.2.2 and **SUBSTITUTE** with the following "The *Owner* shall pay for permanent easements and rights of servitude. The *Contractor* will be responsible for covering all costs and applying for all building permits, electrical permits, and any other permits, licenses, or certificates necessary for the performance of the *Work* which were in force at the date of bid closing. *Contractor* is to provide proof of permits to *Owner*."

## GC 10.4 WORKERS' COMPENSATION

**ADD** the following paragraphs:

"10.4.3 The *Contractor* acknowledges, represents, warrants, and agrees that:

1. the *Contractor* is an independent *Contractor* and neither the *Contractor* nor its employees, agents, *Suppliers*, or *Subcontractors* shall be considered or deemed agents, employees, or workers of the *Owner* for any purpose, including applicable workers' compensation and income tax legislation, nor shall they share in benefits provided, or required to be provided, by the *Owner* to the *Owner's* employees; and

2. it is solely responsible for any and all payments required to be made and the performance of all their obligations respecting workers' compensation insurance, withholding taxes, payroll taxes, and such similar payments and obligations relating to the *Work* performed by the *Contractor* and its employees, agents, *Suppliers*, and *Subcontractors*. If and to the extent that the *Contractor* is deemed by law to be an employee of the *Owner*, for the purposes of employee benefit plan coverage and the extent permitted by law, the *Contractor* hereby waives participation in any employee benefit plans of the *Owner*. The *Contractor* shall indemnify and hold harmless the *Owner* from and against any *Claims* resulting from such failure by the *Contractor*."

10.4.4 The *Contractor* shall produce a valid W.S.I.B. Certificate of Clearance Form at the commencement of the *Work*, and updated copies as renewed."

## GC 11.1 INSURANCE

**DELETE** GC 11.1 in its entirety and **SUBSTITUTE** with

### "GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, or the responsibility of the *Contractor* under the *Contract*, insurance coverage will be arranged and paid for as follows:

#### 11.1.2 PROJECT- SPECIFIC INSURANCE

For new build construction projects with a Contract Price greater than \$5,000,000, *Owner* shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Canada:

##### .1 "All Risks" Builders' Risk and Boiler & Machinery Insurance Coverage

This policy shall cover "All Risks" of direct physical loss or damage to the Project, including the perils of earthquake and flood, subject to customary exclusions. It shall cover all property forming part of the Project, including goods and materials to be incorporated in the Project while at the Project site or while in off-site storage or transit thereto, anywhere within Canada and the Continental U.S.A., on or over land, or inland and coastal waters. It shall not provide coverage for contractors' equipment other than scaffolding,

formwork, fences, shoring, hoarding, falsework, tarpaulins and temporary buildings in connection with the construction operations.

It shall be written in the joint names of the Owner, Development Manager, Construction Manager, Contractor, Sub-Contractors of any tier, Architects, Engineers, Consultants, and Sub-Consultants engaged on the Project, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the Project site and who do not perform any installation or construction work at the Project site.

It shall provide for a limit of coverage not less than the estimated final completed value of the Project, with a specified sub-limit for property in off-site storage and specified sub-limit for transit risk based on the maximum value of any one shipment. It may also contain other sub-limits usual to this type of insurance. It shall contain a waiver of the Insurer's subrogation rights against all Insureds and their officers, employees, servants, and agents, with the exception of architects, engineers, manufacturers and consultants for their errors or omissions in professional services, and it shall provide that, in the event of loss or damage, payment shall be made to the Owner as their respective interests may appear on their own behalf and as trustees for the benefit of any and all Insureds.

Each claim under this insurance policy shall be subject to a maximum deductible of \$10,000 except for the earthquake, flood, water damage and DE4/LEG 2 losses which shall be subject to higher maximum deductibles.

This policy shall be maintained continuously from commencement of the Work until all construction, erection, installation and testing has been completed and the Project has been finally accepted by the Owner.

## **.2 Wrap-Up Liability Policy**

This policy shall cover the risks of liability for bodily injury, including death and for property damage arising from the activities at the Project site, subject to customary exclusions. It shall be written in the joint names of the Owner, Development Manager, Construction Manager, Contractor, Sub-Contractors of any tier, Architects, Engineers, Consultants, and Sub-Consultants engaged on the Project, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the Project site and who do not perform any installation or construction work at the Project site. It shall provide for a Limit of Liability not less than \$10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and a deductible of not more than \$10,000 per occurrence.

This policy shall include the following coverage features:

- a. Premises and Operations Liability;
- b. Owners' and Contractors' Protective Liability;
- c. Products and Completed Operations Liability;
- d. Blanket Contractual Liability;
- e. Cross Liability and Severability of Interests Clause;
- f. Contingent Employer's Liability;
- g. Personal Injury Liability;
- h. "Occurrence" basis coverage for Bodily Injury and Property Damage;

- i. "Broad Form" Property Damage coverage, including "Broad Form" Completed Operations coverage;
- j. "Broad Form" Loss of Use of Property coverage;
- k. Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work, grading, tunnelling, and all work below ground surface;
- l. Non-Owned Automobile Liability insurance, including third party liability arising from use and operation of hired vehicles.
- m. Sudden and Accidental limited pollution coverage – IBC 2313 Form 240 hour detection and reporting.

A Wrap-Up Liability Policy will also be taken out by the owner for major renovation projects with a Contract Price of greater than \$5,000,000.

This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation and testing has been completed and the Project has been finally accepted by the Owner. The Completed Operations coverage shall be for not less than 24 Months after acceptance of the Project by the Owner.

### **.3 Evidence of Project-Specific Policies to be provided**

The Owner shall promptly provide a Certificate of Insurance to any Insured Party upon request as evidence of the project-specific policies affected by the Owner.

### **.4 Supplementary Insurance**

The Owner does not represent that the project-specific insurance policies described in this Article 11.1.2 will be sufficient to protect the Contractor or any other Insured Parties against all of their responsibilities under this Contract. The Contractor and any other Insured Parties may obtain such additional insurance as they may consider necessary at their own expense.

### **.5 Administration and Co-operation**

The Contractor shall co-operate, and cause each Sub-contractor of any tier, Consultant and Sub-consultant to co-operate with the Owner in the administration of the project-specific insurance policies described in this Article 11.1.2, including promptly notifying the Owner of any claim or event or circumstance that may result in a claim. The Contractor will comply, and cause each Sub-contractor of any tier, Consultants and Sub-consultants to comply, with reasonable written procedures issued by the Owner from time to time relative to the administration of the insurance program for the Project.

### **.6 Project-Specific Insurance Premiums to be excluded from Contracts and Sub-Contracts**

In consideration of the fact that the Owner shall provide and pay for the project-specific insurance policies described in this Article 11.1.2, the Contractor shall confirm and require all Sub-Contractors and Consultants to confirm that their Contract Prices do not include any allowance for insurance premiums, whether payable by the Contractor, Sub-contractors, Consultants or Sub-consultants, in respect of risks covered by such insurance policies provided by the Owner, and declare the amounts of insurance premiums which have been deducted from their Tender prices in respect of such insurance policies normally purchased and maintained by them.

For greater clarity, such premium deductions should be made for the following types of insurance normally carried by Contractors and Sub-contractors:



- (a) Commercial General Liability insurance covering all operations (except for the cost of off-site and post completed operations coverage);
- (b) Builder's Risk insurance and/or Installation Floater insurance covering all projects on a blanket basis or on a project-specific basis;

### **11.1.3 OTHER INSURANCE**

The Contractor shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Canada. The Contractor shall also require such insurance to be purchased and maintained by all Sub-contractors of any tier, Consultants and Sub-consultants engaged on the Project to purchase and maintain such insurance by including insurance provisions equivalent to those set out in this Article 11.1.3.

Unless specified otherwise, the duration of each such insurance policy shall be from the date of commencement of the Work until the Project has been finally accepted by the Owner.

#### **.1 Automobile Insurance**

This insurance shall cover all licensed vehicles owned or leased for period in excess of 30 days by the Contractor or Sub-contractor of any tier or Consultants or Sub-consultants. It shall provide for Third Party Liability Limits not less than \$5,000,000.00 inclusive for bodily injury and property damage plus statutory Accident Benefits.

#### **.2 Contractors' Equipment Insurance**

This policy shall cover all tools and equipment used at the project site by, or on behalf of, the Contractors or Sub-contractors of any tier against "All Risks" of direct physical loss or damage, including the perils of earthquake and flood, subject to customary exclusions. This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation and testing has been completed and the Project has been finally accepted by the Owner.

All such Contractors' Equipment insurance policies shall contain a Waiver of Subrogation against the Owner, Development Manager, Construction Manager and all Contractors, Sub-Contractors of any tier, Architects, Engineers, Consultants, and Sub-Consultants engaged on the project, and shall provide for 30 days prior written notice of cancellation or material change to be given by the insurers to the Owner, Development Manager and the Contractor.

#### **.3 Workers' Compensation Insurance**

Workers Compensation Insurance shall be maintained in compliance with the laws of Canada and Ontario for all employees engaged to perform services or work in connection with the Project. Evidence of such compliance shall be provided to the Owner prior to commencement of the Services by the Contractor, and prior to commencement of the Work by any contractors, Sub-contractors of any tier, Consultants and Sub-consultants.

#### **.4 Commercial General Liability Insurance (Off-site & Completed Operations)**

This policy shall cover the risks of liability for bodily injury and property damage arising from the operations and activities away from the Project site by the Contractor, Sub-contractors of any tier, Consultants and Sub-consultants. This policy shall be subject to limits of liability not less than \$5,000,000 and a deductible of not more than \$5,000 per occurrence. It shall include all of the coverage features listed in items (a) to (m) of Article 11.1.2.2 of this Contract.

This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation and testing has been completed and the Project has been finally accepted by the Owner.

The “Products-Completed Operations Hazard” coverage shall cover the risks of liability for bodily injury and property damage arising from the operations, activities, Services and Work performed on and away from the Project Site and shall be maintained for 72 months after the Project has been finally accepted by the Owner.

**.5 Aircraft Liability (Not Applicable)**

**.6 Marine Insurance (Not Applicable)**

**.7 Additional Insurance**

The Contractor shall purchase and maintain any additional insurance which it is required to carry by law or which it considers necessary to cover risks not otherwise covered by insurance specified in this section.

The Contractor shall also purchase and maintain, and cause each Sub-contractor of any tier, Consultant and Sub-consultant to purchase and maintain, such other insurance, or amendments to the foregoing policies, as the Owner may reasonably require and direct.

**.8 Acceptable Insurers and Policy Terms and Conditions**

All insurance policies described in this Article 11.1.3 to be purchased by the Contractor, Sub-contractors of any tier, Consultants and Sub-consultants shall be issued by insurance companies licensed to carry on business in Canada and reasonably acceptable to the Owner. Such policies shall contain terms, conditions, exclusions, limits and deductibles reasonably acceptable to the Owner.

**.9 Evidence of Insurance to be Provided**

Prior to commencement of the Services and upon the placement, renewal, amendment or extension of all or any part of the insurance policies described in this Article 11.1.3, the Contractor shall promptly provide the Owner with certificates of insurance and, if requested by the Owner, true copies of the of the policies certified by an authorized representative of the insurers including all amending endorsements applicable to this Contract.

**.10 Failure to Purchase or Maintain Insurance**

If the Contractor fails to provide evidence that insurance policies described in this Article 11.1.3 have been purchased or maintained, then the Owner shall have the right to purchase and maintain such insurance and the cost thereof shall be paid by the Contractor to the Owner on demand or the Owner may deduct the cost thereof from the amount which is due or may become due to the Contractor.

**11.1.4 Preservation of Insurance Coverage**

The Contractor will not do or omit to do, or authorize or permit a Subcontractor, Consultant or Sub-consultant to do or omit to do, anything that would prejudice, or result in loss of coverage under any policy of insurance required to be placed or maintained by the Owner, the Construction Manager, Contractor or any Subcontractor.

**11.1.5 Waiver of Rights regarding property damage**

The Contractor hereby waives all rights of recourse against the Owner and Development Manager in respect of loss or damage to the Contractor’s owned, leased or hired property. The Contractor shall also

include a provision in its contracts requiring all Sub-contractors to waive all rights of recourse against the Owner and Development Manager in respect of loss or damage to the owned, leased or hired property of the Contractors and Sub-contractors.

#### **11.1.6 Deductibles**

The Contractor shall be responsible for paying any deductible amounts under the policies of insurance maintained by the Contractor or the Owner

#### **11.1.7 General Provisions Regarding Contractor's Insurance (11.1.3 OTHER INSURANCE)**

.1 Each policy of insurance maintained by the Contractor shall provide that 60 days' prior written notice be given to the Owner before any policy is suspended, materially detrimentally altered or cancelled.

.2 Each policy of insurance maintained by the Contractor (other than automobile collision insurance, the contractors' equipment insurance and errors and omissions insurance) shall name the Owner and the Contractor as additional insureds and/or loss payees as applicable and as their interests may appear.

.3 In addition to coverages within Section 11.1.3.2 and 11.1.3.4, to the extent available, all other policies shall contain a waiver of subrogation rights which the insurers may have against the Owner whether the damage is caused by the act, omission or negligence of any of such persons.

.4 In the event that a claim is made on another project that could jeopardize the coverage available for the Project, the Contractor shall provide prompt notice of such claim to the Owner.

.5 Prior to the Commencement of the Work and upon placement, renewal, amendment or extension of all or a part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.

#### **GC 11.2 CONTRACT SECURITY**

**ADD** the following paragraph:

"11.2.3 If any change pursuant to Part 6 – CHANGES IN THE WORK results in an increase in the *Contract Price*, the contract security furnished by the *Contractor* shall be increased, supplemented, or confirmed, as applicable, upon written request of the *Owner* and at the *Contractor's* sole cost and expense."

#### **GC 12.1 INDEMNIFICATION**

In subparagraph 12.1.2.2, **DELETE** "\$2,000,000" and **SUBSTITUTE** with "\$5,000,000".

#### **GC 12.3 WARRANTY**

In paragraph 12.3.1, **DELETE** "one year" and **SUBSTITUTE** with "two years."

In paragraph 12.3.6, **DELETE** "one year" and **SUBSTITUTE** with "two years."

**ADD GC 13 ADDITIONAL CONDITIONS**, as follows:

#### **"GC 13.1 AGENT**

13.1.1 The *Owner* and the *Contractor* acknowledge and agree that nothing in this Contract is to be construed as authorizing the *Contractor* or any other third party or *Subcontractor* to contract for or incur any obligation on behalf of or to act as the agent for the *Owner* or the *Owner* of any part of the *Building*.

### GC 13.2 CONSEQUENTIAL LOSS

13.2.1 Notwithstanding anything to the contrary contained in this Contract, neither party will be liable to the other party for any *Claims* (excluding third party *Claims*) of an indirect or consequential nature (including loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, and loss of the use of any property owned, operated, leased, or used by the *Contractor*) which arises for any reason, howsoever and whensoever caused, and whether arising in contract, negligence or other tort liability, strict liability, or otherwise, even if advised of the possibility thereof.

### GC 13.3 CONFIDENTIALITY

13.3.1 Except as otherwise permitted herein, any information pertaining to the *Work* or the *Owner* including, without limitation, reports, documents, data, studies, surveys, drawings, maps, models, photographs, or other materials related to the *Work* prepared or assembled by the *Contractor*, its *Subcontractors*, *Suppliers*, or agents and any information pertaining to the business, finances, planning, administration, or processes of *Owner* or other confidential information which the *Contractor* now has or which may come into its possession in the course of the *Work*, whether supplied by the *Owner* or generated by the *Contractor*, a *Subcontractor*, or a *Supplier* as part of the *Work*, shall be held in strict confidence by the *Contractor* and the *Contractor* shall not use the same, except in connection with this Contract, or divulge the same to others without prior consent of *Owner*, save and except information which:

- .1 at the time of disclosure, is in the public domain through no act or omission of the *Contractor*;
- .2 the *Contractor* can show was in its possession at the time of disclosure and was not acquired directly or indirectly from *Owner*; and
- .3 is furnished or made known to the *Contractor* by third parties as a matter of right with no obligation of confidentiality to *Owner*.

13.3.2 The *Contractor* agrees to prevent disclosure of such information by its directors, employees, related entities, agents, and *Subcontractors* or *Suppliers* (and their respective directors, employees, related entities, and agents); and for such purposes agrees that each of such *Persons* who has or will have access to any such information shall be bound by contract with the *Owner* to observe the secrecy of such information and to refrain from disclosing such information to third parties pursuant to the requirements of this section. In the event that the *Contractor* is legally required to disclose any such confidential information, the *Contractor* shall provide notice of such requirement to the *Owner* and shall only disclose that portion of such confidential information which it is legally required to disclose. The confidentiality covenants set out in this section shall survive the termination or completion of the Contract for a period of five (5) years.

13.3.3 No media or publicity release respecting the *Work* or this Contract shall be permitted without the *Owner's* prior written approval. The *Contractor* shall not use or permit the use of the *Owner's* name or any trade name, trademark, or logo of the *Owner* for any purpose whatsoever except with the prior written consent of the *Owner*, acting in its discretion.”

**PART 1 - GENERAL**

**1.1 Scope**

.1

- .1 Provide materials, labour, and equipment, to carry out all clearing, stripping and removal of all existing windows and doors as required to complete the work.
- .2 Disposal of rubble old windows, doors and debris from the site.

**1.2 Standards**

- .1 Ontario Fire Code, Part 8: Demolition.
- .2 To CAN/CSA S350-M80 'Code of Practice for Safety in Demolition of Structures.
- .3 The Ontario Occupational Health and Safety Act and WHMIS Regulations, and of authorities having jurisdiction.
- .4 The Ontario Building Code.

**1.3 Restrictions:** Demolition is restricted to the hours of 8:00 A.M. – 5:00 P.M. Monday through Friday.

**1.4 Protection**

- .1 Provide necessary hoardings, barriers, fences, braces, temporary covers, warning signs, lights, visual and audible signals, as required.
- .2 Protect adjacent property ensure safe passage of people to existing buildings around demolition area.
- .3 Provide barricades for traffic control, and to prevent damaging traffic over exterior and interior finished areas and as may be required.
- .4 Where sheet, trowelled or sprayed-on asbestos is being disturbed, provide protective equipment and use protective measures required by the Ontario Occupational Health and Safety Act, latest regulations.
- .5 Provide temporary waterproof protection to areas exposed to inclement weather, to prevent damage.

**1.5 Access**

- .1 Provide for complete safe access at all times to areas and buildings adjacent to demolition work.
- .2 Provide for access for emergency vehicles at all times.
- .3 Remove provision for temporary access at completion of demolition work.
- .4 Do not impede pedestrian or vehicular traffic on public ways adjacent to the premises by work in progress or stored materials.

## **PART 2 - PRODUCTS**

### **2.1 Temporary Protective Structures**

- .1 Provide materials, labour and equipment required for temporary protective structures as necessary. On completion, remove temporary materials entirely. Repair or replace damaged finished surfaces.

### **2.2 Salvage Materials and Equipment**

- .1 Before demolition or removal, obtain a list of materials or equipment to remain Owner's property.
- .2 Salvage for reuse such material and/or equipment as indicated, store and protect until required for reinstallation.
- .3 Unless otherwise instructed, all removed material and equipment remain the property of the Owner.

## **PART 3 - EXECUTION**

### **3.1 Approvals**

- .1 Carry out demolition and reconstruction operations in accordance with all codes and regulations authorities having jurisdiction.

### **3.2 Preparation**

- .1 Do not begin demolition work until Owner has approved Construction Schedule

### **3.3 Salvage**

- .1 Stack whole reusable items separately and clear of demolition operations. The Owner retains ownership of these items until inspected prior to scrap.
- .2 Remove materials declared surplus from site and deliver balance as directed.

### **3.4 Demolition Operations**

- .1 Carry out removal/demolition work in a systematic manner.
- .2 At the end of each day's work, leave site in a safe condition so that no part is in danger of collapse. Do not stack salvaged materials or debris liable to overload any part of the structure.
- .3 Protect building interiors from the elements at all times.
- .4 Minimize dust during demolition. Keep dust dampened at all times.
- .5 Do not drop debris more than one storey.
- .6 Withdraw or flatten projecting nails as work proceeds.
- .7 Do not sell or burn materials on site.

**SECTION 02 41 19 - DEMOLITION**

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- .8 Service Connections for Retention: Clearly paint, mark and post warning signs on lines to remain in service and promptly repair any damage to maintain active service.

**3.5 Disposal**

- .1 Dispose of demolished, broken and useless material off site and at contractors own expense.
- .2 Notify the Owner immediately of any contaminated or dangerous material.
- .3 Dispose of contaminated or dangerous material immediately, and under the most stringent guidelines set out by the Ministry of Environment and minimize all dangers.
- .4 Dispose of all waste material in a certified waste disposal site and with a certified waste management system.
- .5 Remove waste and debris daily, immediately as it accumulates.
- .6 Do not overload trucks.
- .7 Take means to prevent spillage during travel.

**3.6 Completion and Cleaning**

- .1 Remove completely from the site all debris resulting from demolition.
- .2 Keep sidewalks, streets and highways, free of dust and debris from demolition work. Clean up accumulation as they occur.
- .3 Clean exposed surfaces and adjacent areas ready for reconstruction operation.
- .4 Remove tools, equipment, trash, dust and dirt from the site of operations and leave in a broom clean condition.
- .5 Remove protection, barriers, and other temporary construction on completion of demolition.

**3.7 Repairs**

- .1 Repair and make good all property damaged by the Contractor during demolition which was due to negligence on the part of the Contractor at no additional cost to the Contract
- .2 On completion, clean exposed surfaces and adjacent areas ready for reconstruction operations. Remove tools, equipment, trash, dust and dirt from the site of operations and leave in a broom-clean.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 Scope**

- .1 Provide materials, labour and equipment to complete joint sealant work as shown on the drawings, schedules, described herein, or as necessary to complete the work.

**1.2 Standards:** Comply with Ontario Building Code.

**1.3 Environmental Requirements**

- .1 Ensure sealant and substrate materials are at minimum temperature +5°C.
- .2 Where necessary to apply sealants below temperature of +5°C, follow manufacturer's recommendations.

**1.4 Warranty**

- .1 Provide a signed certificate warranting that caulking work will not leak, crack, crumble, melt, shrink, run, lose adhesion or stain adjacent surfaces for a period of five (5) years beyond the warranty period specified in the General Conditions of the Contract and as amended by Supplementary Conditions.

**PART 2 - PRODUCTS**

**2.1 Primers:** Type recommended by sealant manufacturer.

**2.2 Joint Fillers**

- .1 **General:** Compatible with primers and sealant, oversized 30 to 50%.
- .2 Extruded Closed Cell Foam: Polyethylene, urethane, neoprene or vinyl; Shore A, hardness 20, tensile strength 140 to 200 kPa.

Acceptable Products:

- Sternson Backer Rod
- Industrial Thermo Polymers Backer Rod

**2.3 Bond Breaker:** Pressure sensitive plastic tape, equal to 3M Ltd. No. 266 or No. 48I.

**2.4 Sealants**

- .1 Dry conditions, low temperature range, movement range to 25 percent: to CAN/CGSB 19.13-M82 'Sealing Compound, One Component, Odourless, Elastomeric Chemical Curing', (do not use solvent curing sealants on interiors). White colour.
- .2 Wet conditions, normal or low temperature range, movement range to 25 percent: to CAN/CGSB 19.24-M80 'Sealing Compound, Multi-Component Chemical Curing'. White colour.
- .3 Foam Insulating Sealant: Two component urethane foam in nozzle or pressure-applicator. Ensure product has limited volumetric expansion to avoid deflection of frame members.



**PART 3 - EXECUTION**

**3.1 Preliminary Work**

- .1 Provide temporary protection to all interior areas during operations.

**3.2 Inspection**

- .1 Ensure joints to receive sealant and caulking are properly prepared.
- .2 Ensure surfaces to be caulked are sound, dry, free from dirt, water, frost, loose materials, corrosion, paint and other foreign matter.
- .3 Inspect joint sizes and correct to achieve depth ratio of 1/2 joint width with minimum width and depth of 6 mm and maximum width of 20 mm.

**3.3 Preparation**

- .1 Before starting caulking, test materials for indications of staining or poor adhesion.
- .2 Remove dust, dirt and other foreign matter. Allow joint surfaces to dry thoroughly.
- .3 Install joint filler to achieve correct joint depth.
- .4 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.
- .5 Apply bond breaker tape where required to manufacturer's instructions.
- .6 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.
- .7 Do not exceed shelf life and pot life of the materials and installation times as marked on the containers.
- .8 For two part materials, mix sealants thoroughly with a mechanical mixer, capable of mixing at 80-100 rpm without mixing air into materials. Continue mixing until the material is of uniform colour and free from streaks of unmixed components.

**3.4 Application**

- .1 Apply sealants to manufacturer's instructions. Apply sealant using gun with proper size nozzle. Use sufficient pressure to fill voids and joints solid. Superficial pointing with skin bead is not acceptable.
- .2 Form surface of caulking with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities. Neatly tool surface to a slight concave profile.
- .3 Cut out damaged caulking unacceptable to the Owner; re-prepare and prime joints and install new materials as directed.

WINDOW REPLACEMENTS

**SECTION 07 92 00 – JOINT SEALANTS**

3.5 **Clean-up**

- .1 Clean adjacent surfaces immediately.
- .2 Remove excess caulking and droppings using recommended cleaners as work progresses.
- .3 Remove masking after tooling of joints. Remove materials installed for protection. Wash and leave work neat and clean.

**END OF SECTION**

## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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**PART 1 - GENERAL****1.1 General Requirements**

- .1 Comply with requirements of Division 1

**1.2 Standards**

- .1 Canadian General Standards Board (CGSB)  
CSA-A440/A440.1, A440, Window Special Publication A440.1, User Selection Guide to CSA  
Stand A440, Windows.
- .2 CAN/CGSB-79.1 -91 Insect Screens
- .2 Comply with the requirements of the OBC, Parts 3, 4, and 9, applicable CGSB, and ULC  
Standards, and with Technical Builders Bulletin, Section 7.

**1.3 Restrictions:** Installation is restricted to the hours of 8:00 A.M. – 7:00 P.M. Monday through Friday.

**1.4 Related Sections:**

- .1 Section 02 41 19 Demolition
- .2 Section 07 92 00 Joint Sealants

**1.5 Summary**

- .1 Scope:
  - .1 Work includes the supply and installation of vinyl windows and related components as specified herein.
  - .2 **Note:** The new windows are to be installed in the existing rough stud openings. The windows are to be custom-fit to each rough opening. Installation of standard units and infilling the rough opening is not acceptable. Shims are permitted to level and plumb windows only. All jamb extensions must be factory installed vinyl to match window.
  - .3 Reapply the vapour barrier to the window before installation and allow the vapour barrier to extend behind the interior vinyl moulding. Around the window perimeter inject foam insulation as site conditions require.
  - .4 Repair or replace interior gypsum board/ casing at windows as required and paint to match existing. **Note:** If drywall is repaired, allow for repainting entire wall containing the window with *Glidden Lifemaster No VOC* or *Benjamin Moore UltraSpec* paint, colour to match existing.
  - .5 The required repairs to masonry and/or siding under/adjacent to each window sill must be included and conform to onsite existing materials and conditions

**1.6 Submittals.**

- .1 Within 10 business days of award of contract submit:

## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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- .1 Submit shop drawings showing materials, large scale head, jamb, and sill details showing all conditions, adjacent construction and interfacing, profiles of components, glazing, elevations of units, anchorage, hardware, sealing details, and finishes. Shop drawings shall be prepared using actual site measurements.
- .2 Do not order materials or fabricate until approved by the owner.
- .3 Upon request, submit a representative model and cut away corner sample of each type of vinyl windows..
- .4 Submit the most recent positive test reports from an approved independent testing laboratory providing compliance with these specifications for the actual models of windows to be supplied, for:
  - .1 Air Tightness.
  - .2 Water Tightness.
  - .3 Wind Load Resistance.
  - .4 Condensation Index.
  - .5 Forced Entry: OBC mandatory requirement for windows within 2 m of adjacent grade, balconies or canopied roofs.
  - .6 Screen strength.
  - .7 Glazing.
  - .8 Blow-out.
  - .9 Blocked operation
  - .10 Combination Unit Tests: Where required submit a combination window assembly as shown on drawings.

**1.7 Testing**

- .1 Test in accordance with the requirements of CAN/CSA-A440-M90. Tests must have been carried out within the three year period prior to date of installation. If a test report is not available, obtain and pay for the required procedure before tender closing.
- .2 Obtain Owner's approval before ordering and fabricating. Install a sample window complying with specified requirements including caulking. Obtain Owner's approval before proceeding with further installation. Subsequent installation must conform to approved sample.
- .3 For windows up to 25% dimensionally larger than test specimen in either width or height, or both, (CAN/CSA A440-M90 Section 11 and 4.2.3), calculations may be used to determine compliance with wind load resistance test. Results obtained from the test may be used to calculate the performance of larger windows.

**1.8 Field Testing**

- .1 The Owner may engage an accredited testing laboratory at the Owner's expense to test window units in accordance with CAN/CSA A440-M90
- .2 On site testing of installed window units and surrounding seal will be carried out for air seal, water tightness, ease of operation and as directed by Owner.
- .3 Units failing tests shall be replaced, without cost to the Owner and shall be subject to retesting to the approval of the Owner.

## WINDOW REPLACEMENTS

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- .4 Coordinate the testing of units with other trades.

**1.9 Delivery and Storage**

- .1 Before shipment, protect finished surfaces against damage; crate or package for storage prior to installation.
- .2 Maintain squareness of the windows during packaging and hoisting.
- .3 Store on site on wood platforms with watertight covers or in weatherproof sheds.
- .4 Store in vertical position with spacers between to prevent damage.

**1.10 Warranty**

- .1 Warrant vinyl windows against defects in materials and workmanship for a period of ten (10) years from date of Work certified as Substantially Performed.
- .2 Promptly correct defects and deficiencies which become apparent within warranty period at no cost to Owner.

**PART 2 - PRODUCTS****2.1 Materials - Vinyl Windows**

**Acceptable Product: Gentek Regency or Approved Equal Colour - White**

- .1 Materials to CSA-A440/A440.1 supplemented as follows:
- .2 All vinyl windows by the same manufacturer
- .3 Sash: Vinyl
- .4 Main frame: Vinyl
- .5 Glass: Low "E" argon gas-filled. Double Glazed Thermal Units units to CAN/CGSB-12.2-M76, minimum 12 mm air space; minimum 4 mm thick glass each glazing sheet; maximum sizes in accordance with OBC.

**2.2 Window Standards:** To CSA A440 and meet the following criteria:

- .1 Air Tightness: Type A3
- .2 Water Tightness: Type B4
- .3 Wind Load Resistance: Type C2
- .4 Forced Entry: F10
- .5 Condensation Resistance: 64

**2.3 Windows Type & Classification:**

- .1 Horizontal slider: Single and fixed thermals all first floor windows.
- .2 Single Hung: with removable double glazed insulating glass.
- .3 Fixed: with removable double glazed insulating glass.
- .4 All-vinyl factory installed jamb extensions and brick moulds to cover rough openings on all sides of the windows.

## WINDOW REPLACEMENTS

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- .5 Windows shall be custom sized to fit existing rough opening and be complete with screens, all hardware and weather-stripping.

2.4 **Prefinished Aluminum Sheet:** 26 ga. min. thickness, Factory applied coating to CGSB 93-GP-1M, Type 1, Class F1S, colour: White, coating thickness not less than 20 micrometers; exposure for humidity resistance 1000 h; exposure to salt spray 1000 h; thickness specified for prefinished aluminum sheet applies to base metal.

**2.5 Metal Sills**

- .1 **Prefinished Aluminum Sheet:** 26 ga. minimum thickness, with factory applied white coating to CGSB 93-GP-1M, Type 1, Class F1S, coating thickness minimum 2 micrometres; outdoor exposure period 15 years. Fold and crimp all exposed edges to provide stiffening and safety edges. Colour: White.
- .2 **Fasteners:** Material compatible with sheet metal.
- .3 **Touch-up paint:** As recommended by manufacturer.

**2.6 Window Screens**

- .1 To CAN/CSA A440-M90, Table 10, heavy duty screens, Testing force: 330 N.
- .2 Screening and retention shall conform to CGSB 79-GP-1, Type 2 heavy duty screen, vinyl screening. The screen shall remain fixed and show no movement or slippage out of channel at any point under a testing force of 330 N.

**2.7 Frames**

- .1 Rigid vinyl compounds to ASTM D4216 Class 101154-3300-0101, 1-20131-33-0101, or 1-40121-33-0101 for PVC and 2-40152-53-0101 or 2-10152-63-0101 for PVC.
- .2 Coefficient of linear thermal expansion not greater than  $8.0 \times 10^{-5}$  degrees C<sup>-1</sup> degrees when tested in accordance with ASTM D696.
- .3 Extrusions, quality and dimensional stability of rigid vinyl extrusions to CAN/CGSB 41-GP-19Ma.
- .4 Extrusion quality of non-rigid vinyl extrusions used for glazing and weatherseals to CAN/CGSB 41-GP-20M.
- .5 Use 100% high impact resistant materials for sash, mullions and glazing bead members.
- .6 The frames must be all vinyl from the inside casing to the exterior brick molding.

**2.8 Sash**

- .1 Rigid vinyl compounds to ASTM D4216 Class 101154-3300-0101, 1-20131-33-0101, or 1-40121-33-0101 for PVC and 2-40152-53-0101 or 2-10152-63-0101 for CPVC.
- .2 Coefficient of linear thermal expansion not greater than  $8.0 \times 10^{-5}$  degrees C<sup>-1</sup> degrees

## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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when tested in accordance with ASTM D696.

- .3 Extrusions, quality and dimensional stability of rigid vinyl extrusions to CAN/CGSB 41-GP-19M.
- .4 Extrusion quality of non-rigid vinyl extrusions used for glazing and weatherseals to CAN/CGSB 41-GP-20M.
- .5 Use 100 per cent high impact resistant materials for sash, mullions and glazing bead members.
- .6 Setting blocks and glazing clearance to CAN/CSA A440-M90.

**2.9 Glass**

- .1 **Clear Sheet:** To CAN/CGSB 12.2-M89, 'B' quality, sizes to Ontario Building Code requirements; minimum 4 mm thick.
- .2 **Insulating Units:** To CAN/CGSB 12.8-M89, minimum 12.7 mm air space; minimum 4 mm thick for each glazing sheet as noted.

**2.10 Weatherstripping**

- .1 Durable, triple, fully replaceable, poly-pile material of interlocking type compatible with material in contact.
- .2 Surface applied glued-on and open cell plastic foam type weatherstripping are not acceptable.

2.11 **Hardware:** Conform to CAN/CGSB 69-GP-7 "Window and Transom Hardware Builders". Double lever steel latching, and steel sash pulls.

2.12 **Anchors:** Galvanized steel, aluminum or stainless steel anchors having a minimum chromium content not less than 14%.

2.13 **Spacers:** Spacers shall have low conductivity.

2.14 **Setting Blocks:** Neoprene, shore A hardness of 80 to 90 durometer when tested in accordance with ASTM D2240.

**2.15 Insulation**

- .1 Low Expansion Foam Insulation: CAN/ULC-S710/1. Single component, moisture cure, low expansion, spray-in-place polyurethane liquid form.
  - .1 Fill voids between window framing and rough openings with low expansion foam insulation. Apply in accordance with manufacturer's instructions.
  - .2 Ensure continuity of foam insulation around entire perimeter of window framing.
  - .3 Ensure window framing is not damaged or distorted by sealant.
  - .4 Trim neatly, flush with frame..

**2.16 Fabrication**

- .1 **Windows**

## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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- .1 Fabricate windows to CAN/CSA A440-M90, square and true with maximum tolerance of plus or minus 2 mm.
  - .2 Allow for lintel deflection. Ensure no structural loads are transmitted to windows.
  - .3 Place manufacturers and identification name plates in semi-concealed locations.
  - .4 Cut insulation to fit snugly into frame openings, apply foam into cavity around window frame.
  - .5 Design outside horizontal members greater than 13mm width with a minimum pitch of 8% to the exterior.
  - .6 Minimum wall thickness of vinyl frame and sash members to CAN/CSA A440-M90, Table 6, wall type as of table 4.
  - .7 Ensure main profiles are multi-chambered design and capable of accepting hot dipped galvanized steel reinforcement profiles where required for structural stability.
  - .8 Provide a baffled, internal weepage system to both frame and sash members.
  - .9 Mitre cut all corners of the frame cladding and sash, and fusion weld.
- .2 **Glazing**
- .1 Glass must be removable from inside only.
  - .2 Factory sealed fixed double-glazed units.
  - .3 Conform to CAN/CSA A440-M90, Section 9 or CAN/CGSB 12.8-M89.
- .3 **Operating Hardware**
- .1 Stainless steel or white bronze sash locks to provide security and permit easy operation.
  - .2 Equip movable sashes with strong, durable steel pulls, and locks as required. Provide positive locking device to prevent opening from outside. Ensure hardware is of suitable size and shape for easy grip and operation by senior citizens and disabled residents.
- .4 **Window Screens**
- .1 Arrange screens for removal from inside only.
  - .2 Entire assembly shall resist a force 330 N, to CAN/CSA A440-M90.
  - .3 **Weatherstripping:** Durable, triple, mechanically secure in place to ensure full replacement with tools only.



## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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**.5 Finishes**

- .1 Provide window members with integral colour throughout the profile. Glazing splines and seals may be coloured black.
- .2 Provide exposed members having finishes smooth and uniform in appearance.

**PART 3 - EXECUTION****3.1 Preliminary Work**

- .1 Give at least five (5) day's notice to Owner's before starting work.
- .2 Remove and store residents and other furniture in a safe place during the work and afterwards replace.
- .3 Remove existing blinds, drape tracks, hardware, and store for reinstallation at a later date.
- .4 Provide temporary protection to all interior areas during operations.

**3.2 Window Installation**

- .1 Install in accordance with Install windows and frames, plumb, level and square in accordance with CSA-440/A440.1 and manufacturers printed instructions. Shims permitted for this use only are not intended for infill of rough sizing opening.
- .3 Provide secure anchorage at sill, head and jambs 500 mm o.c. minimum two anchors per jamb.
- .4 Adjust anchorage for levelling and positioning of window units as required.
- .5 Conceal anchors, clips, blocking and other attachments. Countersink all fasteners.
- .6 After exterior caulking, fill cavity between window frames and rough opening with insulation. Ensure cavity is completely filled.

**3.3 Sills**

- .1 Install metal sills with uniform wash to exterior, level in length straight in alignment with plump upstands and faces. Use one piece lengths at each location. Provide continuous support.
- .2 Ensure new frame overlaps existing sills 25 mm minimum.

**3.4 Sealant**

- .1 Do all preparation for and application of sealants in strict conformity with manufacturer's instructions.
- .2 Seal joints between windows and adjacent construction to provide weather-tight seal on exterior.
- .3 Use gun with proper size nozzle. Use sufficient pressure to fill voids and join solids. Superficial pointing with skin bead not acceptable. Form surface of sealant smooth and

## WINDOW REPLACEMENTS

**SECTION 08 62 00 - VINYL WINDOWS**

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free from ridges, wrinkles, sags, air pockets and embedded impurities. Neatly tool surface to a slightly concave joint and remove all excess material.

**3.5 Completion and Cleaning**

- .1 After installation of windows, reinstate existing finishes internally and externally where affected by the work. Match new finishes to existing surfaces in quality and appearance.
- .2 Adjust window ventilating sash to operate smoothly and fit tightly when closed and locked. Adjust and lubricate hardware to operate smoothly and set with proper tensions.
- .3 Reinstall existing drapes, tracks, and blinds.
- .4 Clean interior and exterior surfaces, including glass by washing with clear water or with water and detergent, followed by clear water rinse. Clean and restore stained metal surfaces in accordance with manufacturer's recommendation. Replace if cleaning is unsuccessful.
- .5 Leave work in clean condition to Owner's approval.

**3.7 Window Trim**

- .3 Install new MDF window casing and trim to match existing profile.

**3.8 Operation and Maintenance**

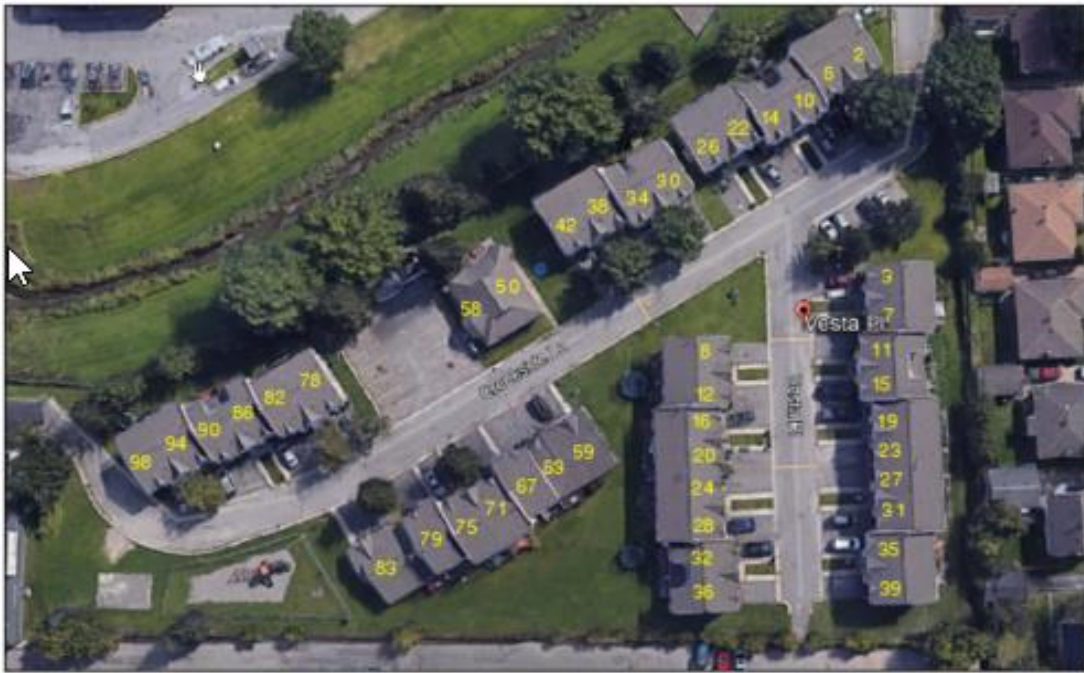
- .1 After installation is complete, upon request, arrange with and demonstrate to building maintenance staff window operation, cleaning, re-glazing and general maintenance procedures.

**END OF SECTION**

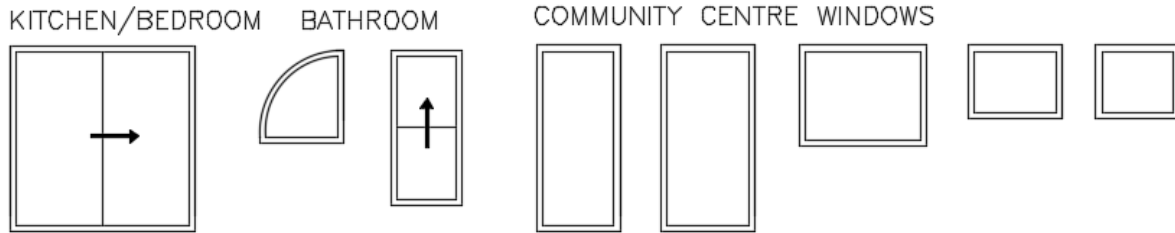
WINDOW REPLACEMENTS

**APPENDIX "A" VESTA CO-OP**

HOUSING PROVIDER	PROJECT TOTAL (excluding H.S.T.)
<b>VESTA CO-OPERATIVE HOMES INC.</b> 50 Creekside Lane (40 Townhouses – 1 Community Centre)	\$



<b>VESTA CO-OPERATIVE HOMES INC.</b>		
Windows	Approximate Window Dimension ( inches)	Number of Windows Required
Community Centre Fixed	31 x 67	1
Community Centre Fixed	37 x 67	1
Community Centre Fixed	36 x 19	1
Community Centre Fixed	27 x 19	2
Community Centre Fixed	43 x 36	1
Kitchen/Bedroom	48 x 39	114
Bathroom 1	18 x 45	38
Bathroom (Glass Only) ¼ Round	22 x 22 x 34	34
Basement	32 x 17	43



HOUSING PROVIDER	PROJECT TOTAL (excluding H.S.T.)
<b>Appendix A</b> <b>VESTA CO-OPERATIVE HOMES INC.</b> 50 Creekside Lane	\$  <div style="text-align: right;">Total Cost Appendix A</div>