



Request for Proposal (RFP)

FOR ROUNDHOUSE KITCHEN REFURBISHMENT

SUMMARY:

The Roundhouse completed construction in 2012 as a purpose-built facility for a community daycare. The kitchen was designed to prepare snacks rather than hot full meals and as such, it was not built to commercial standards.

Since the initial operating model, the daycare now provides hot lunches in addition to snacks. This change has led to non-compliance reports during mandatory Alberta Health Services (AHS) inspections. The project aims to address these deficiencies and bring the kitchen up to commercial standards.

REFERENCE NUMBER:	CAP 7416
CLOSING DATE:	APRIL 8, 2025
CLOSING TIME:	14:00:00 Mountain Time Zone
DATE ISSUED:	MARCH 17, 2025
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

Table of Contents

1.0	INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS	1
2.0	GENERAL CONDITIONS OF RESPONSE	2
2.1	PURPOSE OF THE REQUEST FOR PROPOSAL (RFP).....	2
2.2	SUBMISSION OF RESPONSE TO THE RFP	2
2.3	NO COMMITMENT	2
2.4	LIMITATION OF LIABILITY	3
2.5	ACCEPTANCE OR REJECTION.....	3
2.6	QUESTIONS AND CLARIFICATIONS	4
2.7	DISCREPANCIES IN NUMBERS	4
2.8	CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT	4
2.9	COST OF PREPARATION	5
2.10	OWNERSHIP OF SUBMISSIONS.....	5
2.11	CLARIFICATION FROM PROPONENTS.....	5
2.12	PROponent PERFORMANCE	5
2.13	LENGTH OF AGREEMENT.....	6
2.14	FORM OF CONTRACT.....	6
2.15	SERVICES TERMS AND CONDITIONS	6
2.16	STAFF CHANGES.....	7
2.17	NON-ASSIGNMENT	7
2.18	DEPOSITS	7
2.19	TERMS OF PAYMENT	7
2.20	INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS	7
2.21	INDEMNIFICATION	8
2.22	INFORMATION SECURITY STANDARDS	9
2.23	DEBRIEFING	9
3.0	PROJECT OVERVIEW AND SCOPE.....	10
3.1	RFP DEFINITIONS	10
3.2	PROJECT DESCRIPTION/DESCRIPTION OF NEED.....	10
3.3	PROJECT SITE	10
3.4	SCOPE OVERVIEW/SCOPE OF SERVICES	10
3.5	ANTICIPATED PROJECT SCHEDULE.....	12
4.0	RESPONSE REQUIREMENTS AND EVALUATION CRITERIA.....	13
4.1	FORMAT AND OUTLINE OF RESPONSES	13
4.2	PROPOSAL SUBMISSION REQUIREMENTS	13
4.3	EVALUATION PROCESS.....	14
4.4	PROponent SHORTLIST	14



4.5	CONFIDENTIALITY OF EVALUATION	15
4.6	RFP SCHEDULE	15
5.0	SIGNATURE, ACKNOWLEDGMENT AND WAIVER SHEET	16
6.0	APPENDIX A – PROPOSED FIXED PRICE FORM.....	18
7.0	APPENDIX B – REFERENCE DOCUMENTS	19
8.0	APPENDIX C – CCDC 2 (2020) SUPPLEMENTAL CONDITIONS.....	20

1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

- 1.1.1 Closing Date and Time: Proposals must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on Tuesday, April 8, 2025.**
- 1.1.2 Responses are to be delivered to:**
- Proponents shall submit their proposal to the Town of Canmore by email to the attention of Amy Bernard, Facilities Project Manager at amy.bernard@canmore.ca. The proposal document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission. Responses by facsimile will not be accepted.
- 1.1.3 RFP Contact Person:**
- For clarification or additional information, Proponents shall **only** contact the person listed below.
- Amy Bernard, Facilities Project Manager
Email – amy.bernard@canmore.ca
- See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.
- 1.1.4** The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFP.
- 1.1.5** Responses must be in English.
- 1.1.6** Pricing submissions shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.
- 1.1.7** Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.
- 1.1.8** This Request for Proposals is not a tender and the Town of Canmore does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Town of Canmore is issuing this Request for Proposal (RFP) to select a **General Contractor** (GC) to oversee all scopes of the kitchen refurbishment at the Roundhouse Daycare.

The Town of Canmore reserves the right to modify the terms or cancel the RFP process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFP

2.2.1 By submitting a response to this RFP, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this RFP.

2.2.2 Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

2.2.3 This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFP and any contracts entered into as a result hereof.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Proponents in response to this RFP are to remain the property of the Town of Canmore.

2.2.6 Proposals shall be irrevocable for sixty (60) days following the closing of the RFP and the proposals shall be retained by the Town of Canmore.

2.2.7 Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal. Proponents who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Proponent in an authorized manner.

2.3 NO COMMITMENT

- 2.3.1** No commitment on the part of the Town of Canmore shall exist under this RFP unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1** The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Proponent's participation in this RFP process or the Town of Canmore's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1** The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFP.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses to the Project and to further the interests of the Town of Canmore and what it wishes to accomplish in carrying out the Project. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFP.

In addition to any rights identified elsewhere in this RFP, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFP process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFP.

The Town of Canmore is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFP process.

All Proponents submitting a response to this RFP will be advised of the results of the RFP process by email or regular mail. Please allow at least two weeks for responses to

be evaluated by the Town of Canmore.

2.6 QUESTIONS AND CLARIFICATIONS

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this RFP will be valid and effective only if confirmed by written addenda. Addenda may be issued during the proposal response period. All addenda become part of the agreement and receipt must be confirmed in the Proponents proposal submission.
- 2.6.4** Any addenda documents will be issued by the same method that this RFP was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this RFP a minimum of 72 hours prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1** In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFP process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2** The Proponent acknowledges that any information or documents provided by it to the Town of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of

responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.

- 2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5** Proponents in custody or control of records provided to the Proponent by the Town of Canmore records shall abide by the privacy and non-disclosure provisions of the *Freedom of Information and Protection of Privacy Act* respecting these records as if this act applied directly to the Proponent, and shall generally assist the Town in its own compliance with the *Freedom of Information and Protection of Privacy Act* respecting records provided to the Proponent.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFP shall be borne solely by the Proponent.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town of Canmore will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 2.10.2** Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM PROPONENTS

- 2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFP.

2.12 PROPONENT PERFORMANCE

- 2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken because of any agreement entered into between any Proponent and the Town of Canmore. The Town of Canmore may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to

specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right to remove from the roster any selected Proponent who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Town of Canmore, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in the Town of Canmore's best interests.

2.13 LENGTH OF AGREEMENT

- 2.13.1** Construction is anticipated to be completed by September 2025. However, a one-year warranty period will follow construction completion.
- 2.13.2** The Town reserves the right to extend the above-noted timelines to complete any work in progress.
- 2.13.3** Additional award periods will generally be based on mutual agreement between The Town and the Successful Proponent. The Town reserves the right to negotiate changes to existing agreements for the work to reflect current conditions at the time of extension or renewal.

2.14 FORM OF CONTRACT

- 2.14.1** The Town of Canmore will be issuing a letter of award and CCDC 2 (2020) contract to the Successful Proponent to deliver the work described within this RFP.
- 2.14.2** The contract to be executed between the Town of Canmore and the Successful Proponent (Contractor) is a Stipulated Price Contract, CCDC 2 (2020) of Canadian Construction Documents Committee. Refer to Appendix C for Supplementary Conditions for the CCDC 2 (2020) Contract.

2.15 SERVICES TERMS AND CONDITIONS

- 2.15.1** Final agreements with the successful Proponent may consist of any number of the following documents, including all amendments thereto:

- Request for Proposal
- Addenda
- Letter to Successful Proponent
- Statement of Scope
- Technical & Fee Proposal
- Letter of Award
- CCDC 2 (2020)

- 2.15.2** Any inconsistent or conflicting provisions contained within the documents forming the Agreement shall be resolved in the following order:

- CCDC 2 (2020)
- Letter of Award

- Statement of Scope
- Technical & Fee Proposal
- Addenda
- Request for Proposal

2.16 STAFF CHANGES

2.16.1 Staff changes by the successful Proponents will require written approval from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed in the proposal received. The Town reserves the right, in addition, and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Proponent to provide the staff proposed.

2.17 NON-ASSIGNMENT

2.17.1 The Successful Proponent will be expected to deliver the work. Neither the contract nor any rights or obligations to perform the work under the contract will be assignable by the Successful Proponent without the prior written consent of the Town of Canmore. The granting of such consent shall be within the sole and unfettered discretion of the Town of Canmore, and based on the terms of this consent may not relieve the Successful Proponent of liability to perform the work. Proponents who anticipate requesting to assign some or all of the contract must notify the Town as part of their responses to this RFP.

2.18 DEPOSITS

2.18.1 The Town of Canmore may consider the payment of a deposit to the Successful Proponent for the scope of work in this RFP. Maximum percentage for a deposit that the Town of Canmore will consider is 25%. Include a payment schedule indicating the percentages and milestones as an attachment to the proposal if applicable.

2.19 TERMS OF PAYMENT

2.19.1 Invoices will be paid within 28 days from the approval date of the invoice.

2.20 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

2.20.1 Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this RFP:

- (a) The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than THREE MILLION DOLLARS (\$3,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town of Canmore may from time to time require.
- (b) The Successful Proponent shall always carry during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.

- (c) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to the Town of Canmore prior to the commencement of the work.
- (d) Successful Proponents from outside the Province of Alberta will be required to possess a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR, or a COR Equivalency Letter (COREL) for out of province Contractors, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the work. Possession of a Certificate of Recognition other than a standard COR, TLC or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

2.20.2 Responsibilities of Successful Proponent

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Canmore with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Canmore.
- (b) The Successful Proponent or their insurer will notify the Town of Canmore at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Canmore.
- (c) The Successful Proponent shall provide a certificate of insurance for the above-required insurance to the Town of Canmore within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

2.21 INDEMNIFICATION

- 2.21.1** The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.
- 2.21.2** At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises, nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.
- 2.21.3** The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any

way related to this RFP or subsequent contract.

2.22 INFORMATION SECURITY STANDARDS

- 2.22.1** Successful Proponents that provide information technology or web-related services to the Town of Canmore as part of their work on the Project shall be required to comply with the Town of Canmore's Information Security Standards as updated from time to time. These standards may overlap with and are additional to the functional and requirements of the specific Project. The Town of Canmore may require Proponents to demonstrate compliance with these standards as part of the Town's review and evaluation of proposals, quotations and qualifications. If not appended hereto, it is the Proponent's responsibility to request the Information Security Standards and access their ability to comply as part of responding to this request.

2.23 DEBRIEFING

- 2.23.1** The Town of Canmore will offer a debrief to unsuccessful Proponents on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

Owner	the Town of Canmore
Project	Roundhouse Kitchen Refurbishment
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
Proposal	a submission to the Town of Canmore in response to this RFP.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's Proposal.
General Contractor	the Successful Proponent to whom the Town of Canmore issues a letter of award and contract and will be responsible for completing all scopes of work

3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

- 3.2.1 The Roundhouse completed construction in 2012 as a purpose-built facility for a community daycare. The kitchen was designed to prepare snacks rather than hot full meals and as such, it was not built to commercial standards.

Since the initial operating model, the daycare has begun providing hot lunches in addition to snacks. This change has led to non-compliance reports during mandatory Alberta Health Services (AHS) inspections. The project aims to address these deficiencies and bring the kitchen up to commercial standards.

3.3 PROJECT SITE

- 3.3.1 The Roundhouse facility is located at 606B 7th Avenue, Canmore, AB.

3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

3.4.1 GENERAL SCOPE OF WORK

The selected GC will demo the existing kitchen counters, lower and upper cabinets, flooring, sink, remove the dishwasher and ceiling acoustical tiles. The GC will complete the following scope of work.

Supply and install:

- Commercial grade non-slip vinyl flooring wall to wall and ensuring water cannot penetrate between flooring and trim. Assuming trim is not in place behind existing cabinets, matching trim to be installed where missing.
- Upper stainless steel, commercial grade cabinets and floating shelves (see Appendix B for layout)
- New stainless steel lower cabinets, reusing the existing countertops (see Appendix B for layout)

- Extension of the stainless-steel countertop (~30” on left side of stove, refer to Appendix B)
- Stainless steel backsplash in place of the existing tile backsplash
- New non-permeable and washable ceiling tiles
- New similar grade windows that may be opened, with appropriate screens.
- Walls cleaned, prepped and painted (colour to be selected by the daycare)
- Two (2) new storage racks with adjustable racks, minimum four (4) but preference is for five (5)

The GC is also asked to:

- Install new under-cabinet dishwasher (unit to be provided by the Town and daycare)
- Reuse the existing sink and food incinerator (reinstalled in the same location) and correct the pooling water behind the faucet
- Reseal all counters that are to be reused and provide instructions for proper maintenance schedule

3.4.2 DUTIES, RESPONSIBILITIES AND DELIVERABLES OF GENERAL CONTRACTOR

General kitchen dimensions have been provided by the Town (Appendix B); the GC is responsible for all final measurements of all refurbishment components.

All work must comply with the OHSA, Regulation and Code as well as the Town of Canmore’s Respectful Workplace Policy and Drug and Alcohol Policy. WCB and Insurance coverage as outlined in this RFP will be maintained throughout the duration of the contract.

The Successful Proponent will be required to forward a procurement and construction schedule within two weeks of contract acceptance. Shop drawings will be prepared for Town review prior to ordering/fabrication.

Waste material will be recycled whenever possible, rather than landfilled. All packaging, materials and waste will be removed from the daycare site following the completion of the work.

All work will adhere to Safety delineation (fences or barricade-like structures will be provided and installed for the duration of the project). The mini gymnasium will be available for laydown of new and demo materials.

The GC may require Road Use Permits for construction bin laydown, vehicle parking. The application process requires seven days notice, and the permit is available at no cost to the GC.

The GC will ensure a minimum of one-hour quiet time is scheduled daily on weekdays, between 12:45 and 1:45 pm to accommodate children’s nap times.

If the GC requires the main water to the facility to be turned off for any duration during weekdays, the expected timeline must be communicated to the Town’s Project Manager with two weeks notice. The Town reserves the right to request this type of work be completed after operational hours, depending on the expected duration.

Should the post-construction AHS inspection result in a delay in the kitchen being granted occupancy to reopen, the GC will be on-hand to begin deficiency work within 24 hours of the report publication.

Final construction cleaning will be the responsibility of the GC.

3.4.3 OPTIONS OR EXTENSIONS

Options:

1. New counters and sink may be proposed; however, this solution will be evaluated the same as a proposal reusing the existing components.
2. Existing tilework may be covered rather than removed prior to new stainless-steel backsplash being installed.
3. The existing 5” counter backsplash may be incorporated in the new design (properly sealed and affixed to the new backsplash).
4. The Town budget may not be sufficient to allow for stainless steel cabinets. Custom-built cabinetry is not the intent of the scope of work. Although stainless steel is the preferred material, to avoid delay, the Town also requests pricing of cabinets in a PVC finishes (white) which are approved by AHS for commercial kitchen applications. In this scenario, the stainless-steel counters will also be reused.

Extensions to this contract are not anticipated.

3.4.4 SERVICES NOT INCLUDED

- Relocation of kitchen goods (dry foods, cupboard and cabinet contents).
- Arranging alternative kitchen location for daycare operations.
- Oven/stove and exhaust will not be removed or replaced.
- Tile backsplash can be covered over instead of removed, if all seams are sealed.
- Final construction cleaning will be completed by the Town and/or daycare.
- Organizing AHS inspections following construction completion.

3.5 ANTICIPATED PROJECT SCHEDULE

3.5.1

MILESTONE DESCRIPTION	ANTICIPATED DATE
Project Award	April 14, 2025
Contract Signed	April 21, 2025
Construction Duration	Two to Three Weeks
Construction Completion including Inspection	August 22, 2025

The Town is open to considering alternate construction timelines, including later completion dates, that are clearly articulated in the Proposal. However, the daycare is at lower capacity between July and August 22, 2025, and preference is for project completion prior to school resuming.

END OF SECTION 3.0

4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic RFP responses are to be on 8.5” x 11” size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

4.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing the following:

A. Mandatory Requirements:

- A1 Signed signature and waiver sheet.
- A2 Signed addendum (addenda) if applicable.
- A3 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.20.
- A4 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.20.

B. Project Layout

- B1 Provide a simple layout showing dimensions and cabinet styles for each of the three walls with proposed products (3 pages maximum)
- B2 Include images of cabinet types and shelves, including dimensions and shelf layouts (no maximum page count)

C. Relevant Company Experience (one page maximum, excluding reference images/graphics)

- C1 Brief summary of experience conducting similar projects

D. References

- D1 Include contact information for two references: name of business, client name, and phone number. Also include scope of reference work, value and year of work. (1 page maximum)

E. Proposed Schedule

- E1 Assuming the Town of Canmore can adhere to the Project Schedule outlined in Section 3.5.1 (Contract Award Date), include a Gantt chart for all components.

F. Price Proposal

- F1 As the scope of work may be finalized once a GC is selected, parts of the original scope of work may be revised from this RFP.

Pricing is to be submitted as follows:

Scope Component	Price
1. Flooring Replacement and Installation	
2a. Cabinet Replacements including Counters (Stainless-Steel)	
2b. Cabinet Replacements including Counters (PVC cabinets)	
3. Backsplash Installation	
4. Ceiling Tile Replacement	
5. New Dishwasher Installation	
6. Window Replacement	
7. Painting	
8. Two (2) new storage racks with adjustable racks, minimum four (4) but preference is for five (5)	
9. Reinstall new 24" commercial grade dishwasher (to be supplied by the daycare)	

4.3 EVALUATION PROCESS

4.3.1 Selection of the Successful Proponent pursuant to this RFP will be made on the basis of the Proponent's written response and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
A. Signed Signature Sheet, Signed Addenda (if applicable), Proof of Insurance and WCB Coverage	Pass / Fail
B. Project Layout	20%
C. Relevant Company Experience	20%
D. References	15%
E. Proposed Timeline	20%
F. Price Proposal	25%

4.3.2 A submission will first be reviewed for compliance with the mandatory requirements of this RFP as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

4.4 PROPONENT SHORTLIST

4.4.1 The Town of Canmore will not be shortlisting candidates.

4.5 CONFIDENTIALITY OF EVALUATION

- 4.5.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

4.6 RFP SCHEDULE

The following schedule has been established for this RFP:

- | | |
|---|----------------|
| • RFP issued on Town of Canmore website | MARCH 17, 2025 |
| • Optional Site Visit (1400 hrs) | MARCH 24, 2025 |
| • Last day to submit questions to Town of Canmore designate | MARCH 25, 2025 |
| • Last day for Town of Canmore to issue final addendum | MARCH 27, 2025 |
| • RFP closing date | APRIL 8, 2025 |
| • Letter of award to be issued to Successful Proponent | APRIL 14, 2025 |
| • Issue contract to Successful Proponent | APRIL 21, 2025 |

END OF SECTION 4.0

5.0 SIGNATURE, ACKNOWLEDGMENT AND WAIVER SHEET

1. By signing below, the Proponent hereby acknowledges and agrees as follows:
 - (a) Prior to submitting its response to this RFP, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the RFP including all addendums hereto and documents incorporated by reference into this RFP.
 - (b) The Proponent has thoroughly reviewed, understands and agrees to be bound by all terms and conditions of this RFP including those in all addendums hereto and documents incorporated by reference into this RFP, unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this RFP.
 - (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the RFP and bind the Proponent to the terms and conditions of this RFP.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Notes to Signatories:

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director’s resolution, evidence of current registered officers, or other corporate record.

Unincorporated Proponents must submit proposals signed by individual or legal entity with capacity to execute legal documents and bind the Proponent. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

6.0 APPENDIX A – PROPOSED FIXED PRICE FORM

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labour, materials, and services for the proper execution and completion of the entire scope of work for **Roundhouse Kitchen Refurbishment** including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows (prices exclusive of **GST**):

Scope Component	Price
1. Flooring Replacement and Installation	
2a. Cabinet Replacements including Counters (Stainless-Steel)	
2b. Cabinet Replacements including Counters (PVC cabinets)	
3. Backsplash Installation	
4. Ceiling Tile Replacement	
5. New Dishwasher Installation	
6. Window Replacement	
7. Painting	
8. Two (2) new storage racks with adjustable racks, minimum four (4) but preference is for five (5)	
9. Reinstall new 24" commercial grade dishwasher (to be supplied by the daycare)	

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)

7.0 APPENDIX B – REFERENCE DOCUMENTS

Site Plan

Roundhouse Kitchen Photos and Dimensions

proposed
"The Roundhouse"
 Canmore Community
 Daycare & Preschool
 facility

606 7th Ave., Canmore, AB
 Lot 21, Block 60, Plan 0715292

for
Town of Canmore

902 7th Avenue
 Canmore, AB
 T1W 3K1

Drawing List	
a0.0	presentation views
a0.1	location plan
a1.0	site
a2.0	foundation plan
a2.1	main plan
a3.0	rear elev.
a3.1	front/side elev.
a4.0	section/details/schedule
a4.1	details
a5.0	roof framing/bulkhead
a5.1	electrical & lighting
a6.0	storage sheds
S-0	general notes
S-1	foundation plan
S-2	roof framing plan
S-3	sections & details
M1	plumbing & sprinklers
M2	HVAC option #1
M3	mechanical specs
M4	mechanical specs
M5	mechanical specs
E1	lighting layout
E2	power & auxiliary
E3	electrical specs
L1.1	existing & tree protection
L1.2	context grading plan
L1.3	grading plan
L1.4	landscape layout plan
L1.5	irrigation plan
L2.1	landscape details
C1	underground utilities

Room Schedule

101	PS entry
102	PS admin
103	Janitor
104	Mechanical
105	Kitchen
106	PS class 1
107	Storage
108	Washroom
109	PS class 2
110	Foyer 1
111	Washroom
112	Washroom
113	Laundry
114	Hallway 1
115	Sleeproom
116	DC class 1
117	Storage
118	Washroom
119	DC class 2
120	Foyer 2
121	DC entry
122	Office
123	Open offices
124	Kitchen
125	Hallway 2
126	Mini gym
127	DC class 3
128	Storage
129	Washroom
130	Washroom
131	DC class 4
132	DC class 5

revision history

issue	date	title
A	Aug 2010	for Pricing
B	Nov 2010	for LEED Pricing
C	Dec 8-2010	tender dwg's
D	Jan 28-2010	tender dwg's
E	Mar 31-2010	tender dwg's

LLOYD R. McLEAN
 ARCHITECT
 AAA MAIBC
 2332 Morris Crescent SE
 Airdrie, Alberta T4A 2B6
 phone/cell: 403 869 2568
 fax: 403 948 1004

russell
 and
 russell.ca

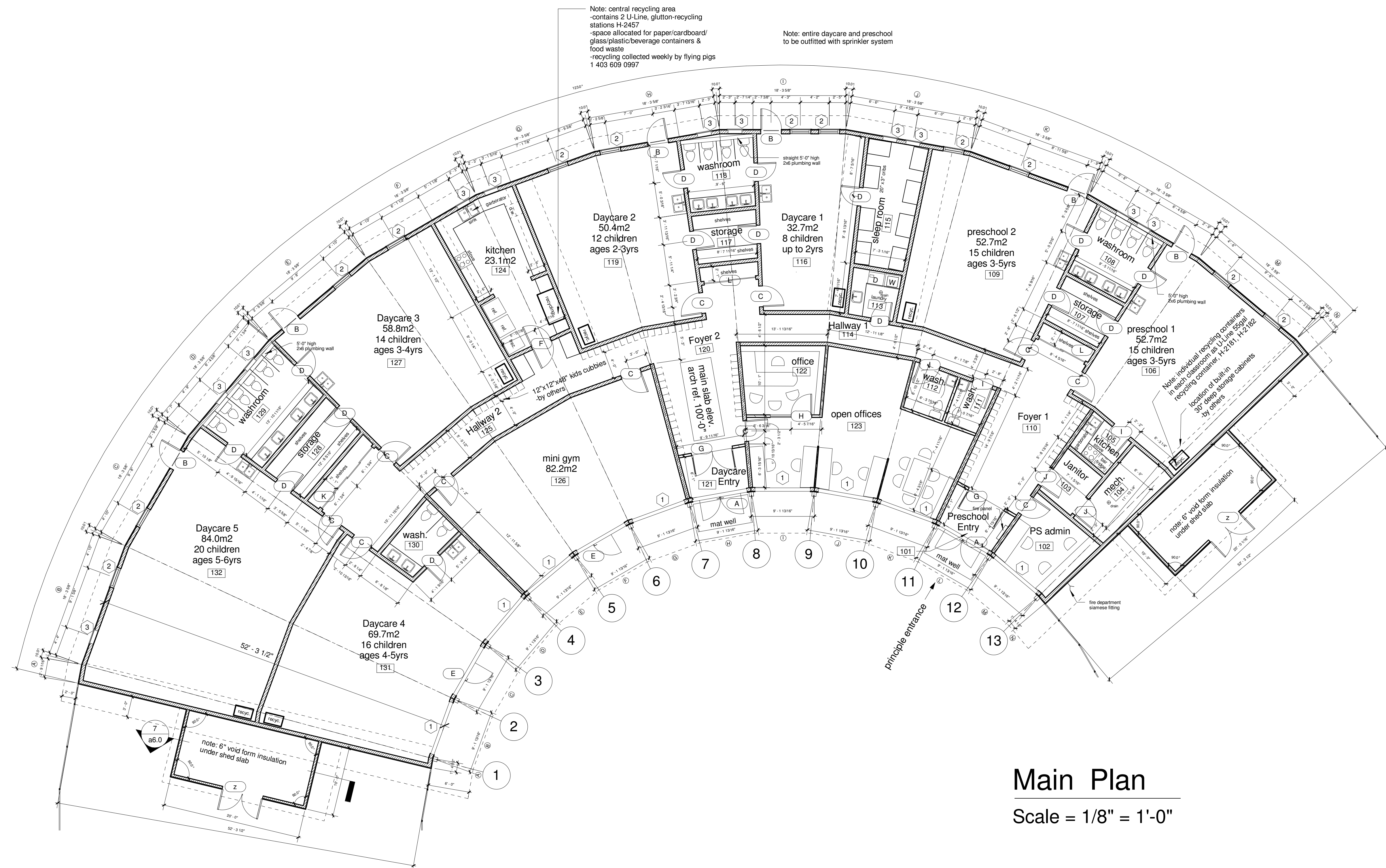
design studios
 #200 817 main street
 canmore alberta t1w 2b3
 info@russellandrussell.ca
 403 678 3003 fax 403 678 3006

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Copyright reserved. These drawings and designs are at all times the property of the designer and may not be used without permission. They are to be used only for the project shown. Written consent is required from the designer before any reproduction.
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main plan

project dwg issue
 609 a2.1 E



Main Plan

Scale = 1/8" = 1'-0"

Project following principles of LEED Silver Building

See specification handbook for details

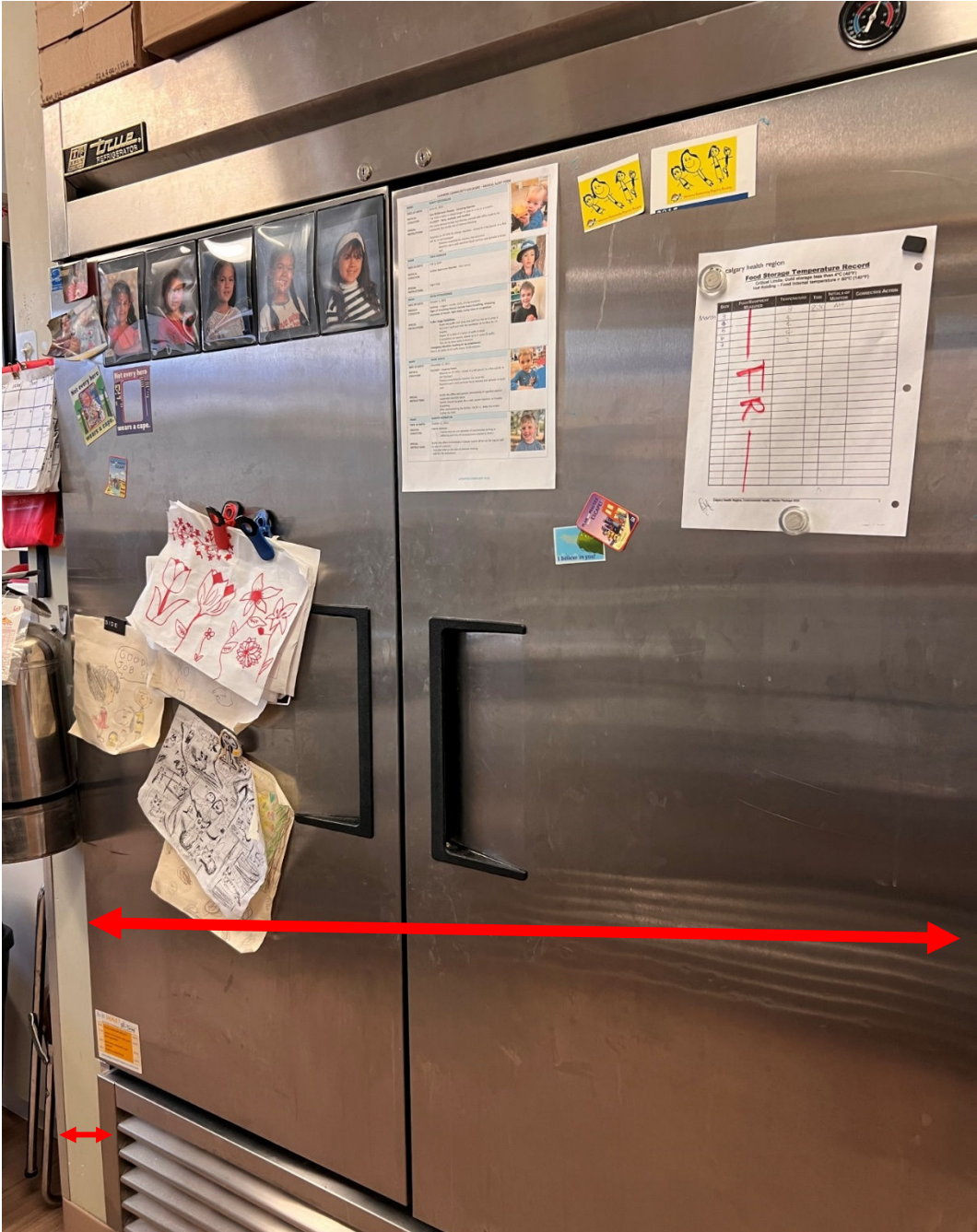
ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



Roundhouse kitchen space. Photos are taken counterclockwise. Door will not be replaced. Door threshold to sink = 22'6".

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

Space between wall to fridge = 48"



Width of fridge = 54"

Width of adjacent pony wall: 7". ↔

Fridge does not need to be replaced.

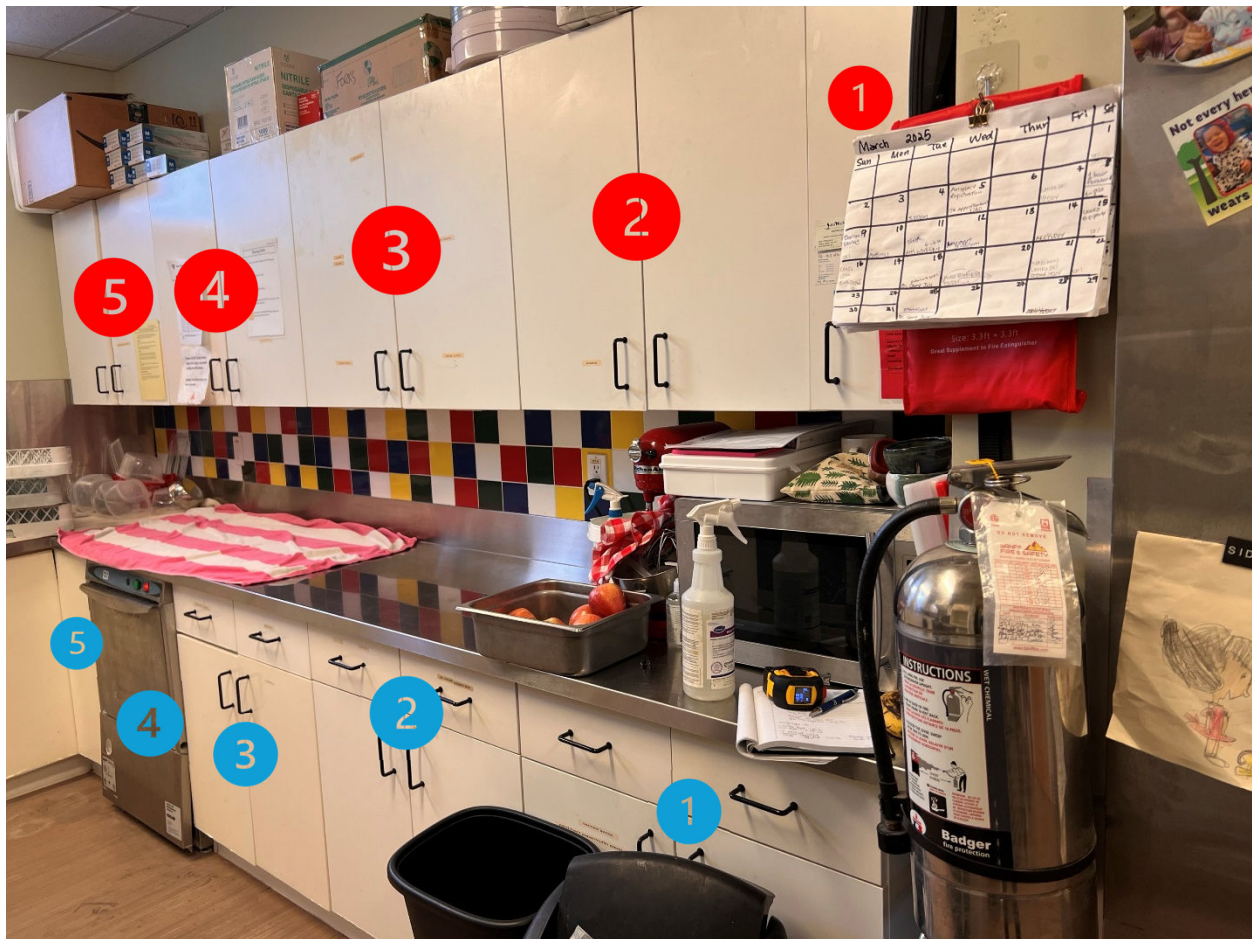
ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



Length between the pony wall and wall by sink is 157".

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

Uppers, lowers, counters and backsplash to be replaced with commercial grade stainless steel.



Total length of upper cabinets is 12.75'

Uppers from right to left:

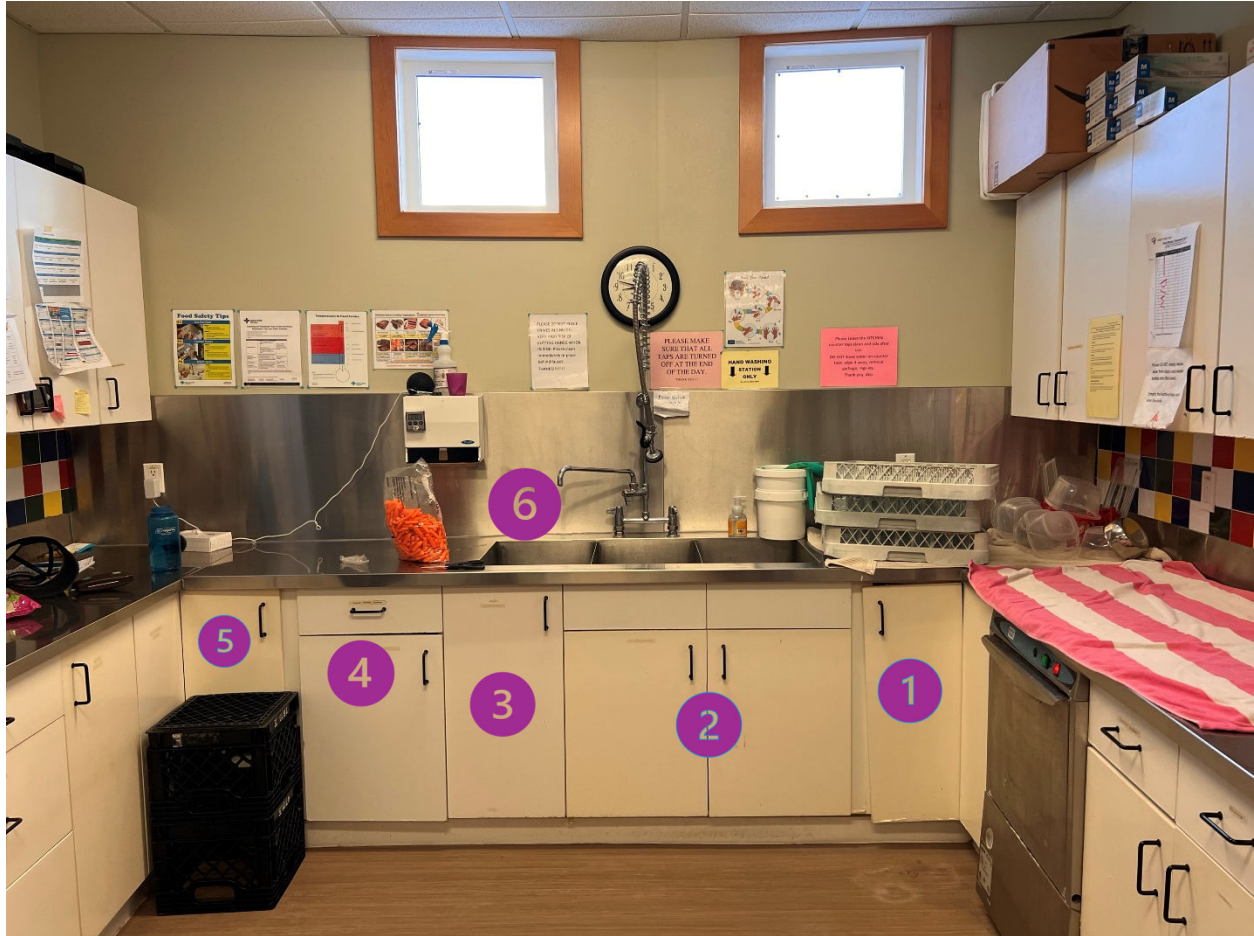
Number	Measurement (inches)	Current Layout	Desired New Layout
1.	15"	Single cabinet	Same, but taller cabinet (~42")
2.	30"	Double cabinet	Same, but taller cabinet (~42")
3.	36"	Double cabinet	Same, but taller cabinet (~42")
4.	36"	Double cabinet	Same, but taller cabinet (~42")
5.	36"	Double cabinet	Same, but taller cabinet (~42")

Lowers (right to left):

Number	Measurement (inches)	Current Layout	Desired New Layout
1.	30"	Double cabinet with drawers on top	No drawers, open shelving

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

2.	30"	Double cabinet with drawers on top	Drawer and open lower
3.	30"	Double cabinet with drawers on top	Drawer and open lower
4.	24"	Dishwasher	Drawer and open lower
5.	12"	Lazy Susan door	Uncertain what can replace the LS



Total length of back wall: ~11.3' (3.44m)

Lower Cabinets from right to left:

Number	Measurement (inches)	Current Layout	Desired New Layout
1.	12"	Lazy Susan door with handle	Uncertain what can replace the LS
2.	36"	Double cabinet with false drawer (under sink)**	Same
3.	15"	Single cabinet**	Same

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

4.	18"	Single cabinet with single drawer	Same
5.	12"	Lazy Susan door with handle	Uncertain what can replace the LS
6.	44"	Triple basin sink (with garburator beneath sink)	Same

** Keeping the area beneath the sink is important to keep chemicals enclosed.

Left-Side of Kitchen



Uppers:

Number	Measurement (inches)	Current Layout	Desired New Layout
1.	15"	Single cabinet	Open Shelving, same depth as cabinet (3 Layers)
2.	30"	Double cabinet	Open Shelving, same depth as cabinet (3 Layers)
3.	30"	Double cabinet	Open Shelving, same depth as cabinet (3 Layers)
4.	30"	Stove Exhaust	Unchanged

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

Lowers:

Number	Measurement (inches)	Current Layout	Desired New Layout
1.	12"	Lazy Susan door	Uncertain what can replace the LS
2.	18"	Single cabinet	Drawer and open lower
3.	24"	Three (3) drawers	Drawer and open lower
4.	30"	Stove/Oven	Unchanged



Uppers and Lower:

Number	Measurement (inches)	Current Layout	Desired New Layout
1.	18"	Single Cabinet	Open Shelving, same depth as cabinet (3 Layers)
2.	18"	Three (3) drawers	Drawer and open lower with stainless steel counter extended to pony wall

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS

3.	30"	7' Tall boy	Open Shelving, same depth as cabinet (3 Layers)
-----------	-----	-------------	---

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



7" wide Pony wall ↔

54" wide refrigerator

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



37.5” wide space between refrigerator and wall

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



Single entrance to kitchen

ROUNDHOUSE KITCHEN PHOTOS AND DIMENSIONS



Acoustic Ceiling Panels to be replaced with waterproof kitchen panels

8.0 APPENDIX C – CCDC 2 (2020) SUPPLEMENTAL CONDITIONS

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

Name of Project: ROUNDHOUSE KITCHEN REFURBISHMENT

The following amendments are incorporated as Supplementary Conditions to the Agreement made the ___ day of _____, 20__.

Where an Article, Definition or General Condition or paragraph thereof of the Agreement is completely deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

ARTICLE A-9 – CONFIDENTIALITY

Add new Article A-9 – Confidentiality:

A9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents* or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* acknowledges that it will comply with all requirements of the *Personal Information Protection Protection Act*, sa 2003, c P-6.5, as amended. The *Contractor* acknowledges that the *Owner* is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c f-25, as amended (“*FOIPPA*”). The *Contractor* further acknowledges that the *Owner* may be required to disclose any or all of the *Confidential Information* or *Personal Information* in the event that it is compelled to do so by law, through a request under *FOIPPA* or by the rules of any applicable regulatory authority.

DEFINITIONS

Add the following definitions:

Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time.

Confidential Information shall not include information that:

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

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

Personal Information

Personal Information means personal information as that term is defined in the *Freedom of Information and Protection of Privacy Act*, and any and all personal health information of an individual, whether recorded in printed form, on film, by electronic means, or otherwise.

Proper Invoice

Proper Invoice for the purpose of this agreement means an invoice that complies with applicable *Payment Legislation* and which includes the following:

- .1 a breakdown of the invoice amount by trade or division as required by the specifications,
- .2 an updated schedule in a form and level of detail acceptable to the *Owner* showing the percentage complete on each task,
- .3 Worker's Compensation Board clearances showing current coverage,
- .4 a Statutory Declaration in the form of CCDC 9A 2018 for every invoice after the first invoice,
- .5 the *Owner's* and *Contractor's* full legal names,
- .6 the purchase order number, tax registration number and project number applicable to the *Work*,
- .7 the aggregate amount of holdbacks retained by the *Owner* under the *Contract* including the amount retained under the *Proper Invoice* and separately the amount of the holdbacks retained under and applicable to the *Proper Invoice*; and
- .9 No other invoice may be combined with the *Proper Invoice*.

GC 1.1 CONTRACT DOCUMENTS

Delete paragraph 1.1.3 in its entirety and substitute new paragraph 1.1.3:

- 1.1.3 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover.
- .1 Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.9.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care. If the *Contractor* does discover any error, inconsistency, or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.
 - .2 If, at any time, the *Contractor* finds errors, omissions, or inconsistencies in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction, Change Order, or Change Directive*, as the case may require.
 - .3 Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

Add new sentence to the end of paragraph 1.1.9:

"The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole. Neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions."

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 1.3 RIGHTS AND REMEDIES

Delete the word “No” from the beginning of paragraph 1.3.2 and substitute the words:

1.3.2 “Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1, no ...”.

GC 1.4 ASSIGNMENT

Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:

1.4.1 The *Contractor* may not assign the *Contract* or a portion thereof without the consent of the *Owner*, and the granting of such consent shall be in the *Owner’s* absolute discretion.

GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

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 *Owner* or the *Consultant*.

2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.

GC 3.1 CONTROL OF THE WORK

Add new paragraph 3.1.3 and 3.1.4:

3.1.3 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from the *Consultant* before proceeding with any part of the affected *Work*.

3.1.4 The *Contractor* shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the *Work*, and in accordance with the *Contract Time* and any revisions thereto, in order to maintain the desired development and construction schedule for the *Project*, and in order not to delay the *Work* or any project. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the time limits required by the *Owner*.

GC 3.4 CONSTRUCTION SCHEDULE

Add the following to paragraph 3.4.1.1 after the words “a construction schedule:
“as stipulated by the *Contract Documents*,”

Add the following subparagraph 3.4.1.4:

“provide the expertise, resources, labour and equipment, as are necessary to maintain progress under the current construction schedule accepted by the *Owner*, ”

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

Add new paragraphs 3.4.2 and 3.4.3:

- 3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.
- 3.4.3 The *Contractor* shall make allowance in the *Construction Schedule* for the implementation of the *Owner's* tenant improvements; the staged installation of the *Owner's* furniture, fixtures, and equipment; and the *Owner's* sequential occupancy, all in accordance with the *Owner's* Master Project Schedule.

GC 3.5 SUPERVISION

Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld.

Add new paragraph 3.5.3:

- 3.5.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Delete paragraph 3.6.3 in its entirety and substitute new paragraph 3.6.3:

- 3.6.3 The *Contractor* agrees not to change Subcontractors without the prior written approval of the *Owner*, which approval will not be unreasonably withheld.

GC 3.7 LABOUR AND PRODUCTS

Delete paragraph 3.7.3 and substitute with new paragraph 3.7.3:

- 3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified *Products* without the express written consent of the *Consultant* and the *Owner*.

Add new paragraph 3.7.4:

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

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 3.9 PERFORMANCE BY THE CONTRACTOR

Add new General Condition 3.9:

GC 3.9 PERFORMANCE BY CONTRACTOR

- 3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- 3.9.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are appropriately experienced;
 - .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.10 RIGHT OF ENTRY

Add new General Conditions 3.10:

GC 3.10 RIGHT OF ENTRY

- 3.10.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work or Ready-for-Takeover*, if, in the reasonable opinion of the *Consultant* and *Contractor*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.

GC 4.1 CASH ALLOWANCES

Add new paragraph 4.1.8:

- 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

Revise the heading, "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER" to read:
"GC 5.1 FINANCING INFORMATION REQUIRED".

Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:

- 5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.

Delete paragraph 5.1.2 in its entirety.

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 5.2 APPLICATIONS FOR PAYMENT

Add to the end of paragraph 5.2.8 the following new sentence:

“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 14.1 - OWNERSHIP OF MATERIALS.”

GC 5.3 PAYMENT

Add new paragraph 5.3.2:

5.3.2 The *Owner* may retain a reasonable amount from any progress payment for the value of deliverables that are required under the *Contract* but have not been delivered as of the invoice date.

Add new paragraph 5.3.3:

5.3.3 The *Owner* may retain an amount equal to TEN PERCENT (10%) from each amount claimed under General Condition 5.2 pending confirmation from the *Consultant* of there being no deficiencies with the deliverables received by the *Owner* in relation to the *Contractor's* claim for payment.

Add new paragraph 5.3.4:

5.3.4 The holdback for undelivered *Work* in GC 5.3.2 and the holdback for deficiencies provided in GC 5.3.3 shall be separate from any holdback for the purpose of lien legislation or Payment Legislation provided by GC 5.4.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT HOLDBACK

Add new paragraph 5.4.7:

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

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

The disclosure requirements detailed herein are of a continuing nature and survive completion of the *Work*. Accordingly, the *Contractor* shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available.

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 5.5 FINAL PAYMENT

Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words:
“Working Days”.

Delete from paragraph 5.5.4 the words, “calendar days” and substitute the words:
“Working Days”.

Add new paragraph 5.5.5:

5.5.5 Notwithstanding 5.5.4, the *Owner* shall retain a lien holdback on the finishing work in accordance with the lien legislation applicable to the *Place of the Work*, which shall become due in accordance with 5.4.3 and the *Contractor* shall submit an application for payment of the lien holdback amount for the finishing work in accordance with 5.4.4.

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

Add the following to paragraph 6.1.2:

“All such changes require approval by a representative of the *Owner* with proper signing authority.”

GC 6.2 CHANGE ORDER

Delete paragraph 6.2.1 in its entirety and substitute new paragraph 6.2.1:

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Contractor* with written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*. The *Contractor* shall also provide the following:

- .1 The method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, from the *Subcontractors* on the *Subcontractors’* letterhead.
- .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.”

Delete from line 1 of Paragraph 6.2.2 “or to the method to be used to determine the adjustments”.

Add the following paragraphs:

6.2.3 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.

6.2.4 Where work is added pursuant to GC 6.2 *Change Order* or GC 6.3 *Change Directive*, the *Contract Price* shall be increased only by the net actual value of the work added including taxes, but excluding *Value Added Taxes*, plus the following, identified and applied separately:

- .1 *Contractor’s* mark-up on work by its own forces:
 - Overhead: 7%
 - Profit: 5%
- .2 *Contractor’s* mark-up on *Subcontractor’s* work:
 - Overhead: 5%
 - Profit: 5%
- .3 *Subcontractor’s* mark-up on its own work:

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

Overhead: 7%

Profit: 5%

- 6.2.5 The *Contractor's* overhead includes without limitation all site and head office costs including head office personnel, insurance and bonding (except where additional bonding is at the *Owner's* expense pursuant to paragraph 11.2.3), traveling costs, financing costs including those related to holdback; the salaries, premiums for overtime or shift time unless otherwise approved by the *Owner* in writing prior to the *Work* being performed, and other miscellaneous employee benefits of superintendents and sub-trade superintendence, engineers, timekeepers, accountants, clerks, watch persons and security, office administration; processing correspondence, changes, shop drawings, engineering, *As-Built Drawings*, maintenance manuals and all other documents required to be provided prior to certification of *Substantial Performance* of the *Work*, costing and accounting, payroll, technical staff, and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, plant, tools and equipment including operators, sheds, storage compounds and other general temporary site support facilities and all utilities used therein; first aid, safety and protection measures, including training; licences and permits; scheduling; temporary protection; daily clean up; disposal; garbage chute; scaffolding; hoisting and unloading; commissioning; cutting and patching, and shall be applied to both extras and credits equally.
- 6.2.6 Labour costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.
- 6.2.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.
- 6.2.8 Unit and alternative prices included in the *Contract* include supply, installation, *Products*, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.
- 6.2.9 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of cash allowance disbursement authorizations.
- 6.2.10 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 6.2.11 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof.

GC 6.3 CHANGE DIRECTIVE

Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads:

“The adjustment to the *Contract Price* for a change carried out by way of *Change Directive* shall be determined on the basis of the net costs of the *Contractor's* actual expenditures and savings attributable to the *Change Directive* valued in accordance with paragraph 6.3.7 and paragraph 6.1.4”

Add the following to 6.3.7.1(2):

“...and carrying out the change in the *Work*, including necessary supervisory services;”

Delete subparagraph 6.3.7.1(3) and replace it with:

“(3) intentionally left blank.”

Delete subparagraphs 6.3.7.13, 6.3.7.17, 6.3.7.18 and 6.3.7.19 and replace with ‘intentionally left blank’

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add new paragraph 6.4.5:

- 6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.9.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

Delete the period at the end of paragraph 6.5.1, and substitute the following words:

“, but excluding any consequential, indirect or special damages.”

Amend the last sentence of paragraph 6.5.2 to read:

“The *Contractor* shall be reimbursed by the *Owner* for the *Contractor*’s actual, direct costs necessarily incurred by the *Contractor* as a result of the delay subject to, and in accordance with, the provisions of GC 6.5.5.”

Add the following paragraphs:

- 6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor*’s control, then, subject to GC 3.4.2 of GC 3.4 – CONSTRUCTION SCHEDULE, the *Contract Time* may be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant*’s services during the period between the *Ready-For-Takeover* date stated in paragraph 1.3 of Article A-1 – THE WORK herein as the same may be extended through the provisions of these General Conditions and any later, actual *Ready-For-Takeover* date achieved by the *Contractor*.
- 6.5.7 During any suspension of the *Work* or any construction or building operations, for whatever reason, the *Contractor* shall maintain adequate surveillance of the *Work* and undertake such maintenance and protection of the *Work* as may be necessary to maintain health and safety and, when possible, to protect *Products*, materials, plant and equipment already installed in the *Work* or delivered to the *Place of the Work*. The *Contractor* shall be responsible for the security, care, maintenance and protection of the *Work* in the event of any such shut down or interruption in the performance of the *Work*.
- 6.5.8 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone for whom the *Contractor* is responsible, then the *Contractor* shall be responsible to put in place any scheduled recovery plan to recover and prevent lost time in accordance with paragraph 3.4.2 of GC 3.4 – CONSTRUCTION SCHEDULE.

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

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

Delete paragraph 7.1.6 and substitute the following:

7.1.6 In addition to its right to terminate the *Contract* set out herein, the *Owner* may terminate the *Contract* at any time for any other reason or no reason and without cause upon giving the *Contractor* THIRTY (30) days notice through a *Notice in Writing* which shall include the date on which the *Contract* is terminated. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment* as a result of the termination of the *Contract*, but in no event shall the *Contractor* be entitled to be compensated for any loss of profit on unperformed portions of the *Work*, or any indirect, special, or consequential damages in relation to termination of the *Contract*.

Add the following new paragraphs:

- 7.1.7 The *Owner* may suspend *Work* under this *Contract* at any time for any reason or no reason and without cause upon providing the *Contractor* with *Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment* as a result of the suspension of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special, or consequential damages in relation to the suspension of the *Work*. In the event that the suspension continues for more than 180 calendar days, the *Contract* shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.
- 7.1.8 In the case of either a termination of the *Contract*, or a suspension of the *Work* under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall use its best commercial efforts to mitigate the financial consequences to the *Owner* arising out of the termination or suspension, as the case may be.
- 7.1.9 Upon the resumption of the *Work* following a suspension under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* will endeavour to minimize the delay and financial consequences arising out of the suspension.
- 7.1.10 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the *Work* performed by the *Contractor* up to the time of termination or suspension shall continue after such termination of the *Contract* or suspension of the *Work*.
- 7.1.11 Without limiting the foregoing in this section, a finding on a security check that is incompatible with ensuring the achievement of any of the following objectives is a security problem and may be justification for termination if not corrected:
- (a) the *Contractor's* ability to provide the *Work* in accordance with the *Contract*;
 - (b) the safety of the *Owner's* directors, officers, appointees, employees, agents or consultants, as well as the *Contractor's* directors, officers, employees, agents, consultants or *Subcontractors*, the *Owner's* clients and their directors, officers, appointees, employees, agents, consultants or subcontractors, as well as any *Subcontractor's* directors, officers, employees, agents, consultants or sub-subcontractors, and the public;
 - (c) the reputation of or public confidence in the *Owner*;
 - (d) the security of the *Owner's* financial assets and revenue;
 - (e) the security of any real property owned, controlled or managed by the *Owner*;
 - (f) the security of any other property owned, controlled, managed or licensed by the *Owner*;
 - (g) the security, confidentiality or integrity of the *Owner's* Confidential Information and the integrity of any other materials held by the *Owner*.

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

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

Delete paragraph 7.2.2 in its entirety.

Delete subparagraph 7.2.3.1 in its entirety.

Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:

7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or

Delete from subparagraph 7.2.3.4, the words:

" , except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"

Delete from the end of paragraph 7.2.4 the words "or terminate the *Contract*" and substitute the words:

7.2.4 "until the default is corrected, provided, however, that in the event of such suspension, the provisions of subparagraph 7.1.10 shall apply. If the *Contractor's Notice in Writing* to the *Owner* was given pursuant to subparagraph 7.2.3.3, then, 180 days after the delivery of the *Notice in Writing*, the *Contractor* may terminate the *Contract*, provided, however, that in the event of such termination, the provisions of subparagraph 7.1.10 shall apply.

GC 8.1 AUTHORITY OF THE CONSULTANT

Delete last sentence of 8.1.3 and substitute the following sentence:

"If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond the requirements of the *Contract Documents*, including costs resulting from interruption of the *Work*."

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

Delete paragraphs 8.3.6, 8.3.7 and 8.3.8 in their entirety and substitute new paragraph 8.3.6:

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

Add the following new paragraphs 8.3.9, 8.3.10, 8.3.11, 8.3.12., 8.3.13., and 8.3.14.

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

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

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

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

- (a) has a vested or contingent financial interest in the outcome of the arbitration;
 - (b) gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;
 - (c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
 - (d) agrees to be bound by the arbitral award made in the arbitration.
- 8.3.11 If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:
- (a) on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;
 - (b) make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.
- 8.3.13 The provisions of paragraph 8.3.9 shall apply mutatis mutandis to written notice to be given by the *Consultant* to any sub-consultant;
- 8.3.14 In the event of notice of arbitration given by the *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

“9.1.1.1 errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;”

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any *Work*, the *Contractor* shall take all necessary steps to determine the locations of all underground utilities and structures. Without limitation, necessary steps shall include reference to the *Contract Documents*, making an inspection of the *Place of the Work*, reviewing land title registrations, using public and private utility locating services, and exercising the degree of care and skill described in paragraph 3.9.1. The *Owner* makes no representation or warranty as to the accuracy or correctness of utility locations in the *Contract Documents*.

Add new paragraph 9.1.5:

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

Add new paragraph 9.1.6:

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the *Consultant* or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.”

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add new subparagraph 9.2.5.5

9.2.5.5 take all reasonable steps to mitigate the impact on *Contract Time* and *Contract Price*.

Add to paragraph 9.2.6 after the word "responsible", the following new words:

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

Add to paragraph 9.2.8 after the word "responsible", the following new words:

"or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,"

GC 9.4 CONSTRUCTION SAFETY

Add new paragraphs 9.4.6:

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

GC 9.5 MOULD

Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:

"and as a result of the delay"

GC 10.1 TAXES AND DUTIES

Add new paragraph 10.1.3:

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

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words:

"Subject to paragraph 1.1.3 and 3.9.1, the".

CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS

GC 10.4 WORKERS' COMPENSATION

Add new paragraph 10.4.2 as follows:

10.4.2 The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work* and that all *Subcontractors* purchase worker's compensation coverage, whether or not required to do so under the applicable legislation."

Add new paragraph 10.4.3 as follows:

10.4.3 Where a *Subcontractor* is not required to participate in the insurance plan provided for under the workers' compensation legislation, the *Contractor* shall require the *Subcontractor* to provide a sworn declaration of its exemption as a condition of the *Subcontractor's* admission to the *Place of Work*. When requested by the *Owner*, the *Contractor* shall require the *Subcontractor* to provide a letter of exemption under the workers' compensation legislation."

GC 11.1 INSURANCE

Add to the end of paragraph 11.1.1.2 the following new words:

11.1.1.2 "In addition, this policy shall include coverage for non-owned automobiles."

Add the following words at the end of 11.1.1.8:

“, with an aggregate limit of not less than \$5 million within any policy year, and shall be in the joint names of the *Contractor* and the *Owner*.”

Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:

11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*."

Add new section 11.1.9

11.1.9 Insurance amounts:

- (1) General Liability insurance: Reference in CCDC 41 (December 14, 2020) to general liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000) per occurrence and TEN MILLION (\$10,000,000) aggregate per policy year shall be THREE MILLION DOLLARS (\$3,000,000) for the purpose of this Contract.
- (2) Automobile liability insurance: reference in CCDC 41 (December 14, 2020) to automobile liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000) inclusive per occurrence shall be TWO MILLION DOLLARS (\$2,000,000) for the purpose of this Contract.
- (3) Pollution Insurance: Reference to FIVE MILLION DOLLARS (\$5,000,000) in CCDC 41 (December 14, 2020) and the General Conditions of CCDC 2 (2020) shall be ONE MILLION (\$1,000,000) for the purpose of this Contract.

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

GC 12.1 READY-FOR-TAKEOVER

Add new sentence 12.1.1.9 as follows:

- .9 Provision of a schedule, acceptable to the *Consultant*, giving reasonable dates for finishing the *Work* and correcting deficiencies.”

GC 12.3 WARRANTY

Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words:

“Subject to paragraph 3.9.1, the . . .”

GC 13.2 WAIVER OF CLAIMS

Delete the reference to “395 calendar days” in paragraph 13.2.2.2 and substitute

“120 calendar days”.

Delete the last sentence of subparagraph 13.2.3.4 and substitute:

“Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds TWENTY THOUSAND DOLLARS (\$20, 000.00) but, in any event, a defect or deficiency in the *Work* which affects the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents* shall be deemed to be a “substantial defects or deficiencies” regardless of the cost of repair.

NEW PART 14

Add new PART 14 as follows:

PART 14 OTHER PROVISIONS

Add new GC14.1 as follows:

GC 14.1 OWNERSHIP OF MATERIALS

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

Add new GC14.2 as follows:

GC 14.2 CONSTRUCTION LIENS

- 14.2.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, then the *Contractor* shall, at its own expense:
- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 14.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 14.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any

**CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS**

amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

Add new GC14.3 as follows:

GC 14.3 CONTRACTOR DISCHARGE OF LIABILITIES

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

END OF SUPPLEMENTARY CONDITIONS