



**BOWMANVILLE HEALTH CENTRE
4 STOREY BUILDING EXPANSION**

**Section 00 41 13
Form of Tender
Page 1 of 21**

Project/Contract: Bowmanville Health Centre – 4 Storey Building Expansion
222 King Street East
Bowmanville, ON L1C 1P6

From (Bidder):

(business Name)

(street address or postal box number)

(city/town, province and postal code)

To (Owner): Bowmanville Professional Building Limited
c/o Gay Group of Companies (Construction Manager)
E-mail Submission: bpbpricing@gmail.com

E-mail Subject Line: 222 King – [TRADE NAME] – Tender Submission

We, the undersigned, having carefully examined the Tender Documents for the above-named Project, including Addendum Number(s) _____ to _____ inclusive, and having examined the Place of the Work and satisfied ourselves as to the conditions affecting the Work, hereby offer to perform and complete the Work in accordance with the Tender Documents for the stipulated base Tender Price of:

\$ _____ in Canadian dollars, excluding *Value Added Taxes*.
(Amount in figures)

We, the undersigned, declare that:

1. We are qualified and properly equipped to perform the Work in accordance with the Tender Documents, and our Tender Price includes all labour, materials, equipment, supervision, services, permits, fees, overhead, profit, and all other costs necessary for the proper and complete performance of the Work, except as specifically identified otherwise in our Tender Submission.
2. We have reviewed and agreed to comply with Schedules A, B, C, D and E which form part of the Tender Documents.
 - a. Schedule A – Separate Prices and Tender Supplements, Page 3
 - b. Schedule B – List of Drawings, Page 4
 - c. Schedule C – Supplementary General Conditions, Page 5
 - d. Schedule D – Bonding Costs, Page 20
 - e. Schedule E – Attachments, Page 21
3. We agree to perform and complete the Work in accordance with the Project Schedule and the milestones applicable to the Trade Contractor's Work, and to coordinate our Work to support the Project's target Substantial Performance within 14 months from start of construction, subject to the terms and conditions of the Contract Documents.
4. We have arrived at this Tender Submission independently and without collusion with any competitor.
5. All Tender Form supplements, schedules, unit prices, alternates, qualifications, and other information required by the Tender Documents form an integral part of this Tender Submission.
6. For Trade Contractors subject to the bonding requirements of Section 21 of Schedule C, the Tender Submission shall include the required Letter of Bonding.
7. All exclusions, qualifications, assumptions and deviations from the Tender Documents shall be clearly identified in the Tender Submission. Qualifications not expressly identified may not be considered.
8. This Tender shall remain open for acceptance by the Construction Manager for a period of sixty (60) calendar days following the Tender Closing Date and Time.
9. We acknowledge receipt of all Addenda identified above and confirm that all Addenda applicable have been included in our Tender Price.
10. We understand that the Construction Manager reserves the right to review Tender Submissions for completeness and compliance with the Tender Documents.





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SIGNATURES:

Signed and submitted by:

(business name)

(name and title of authorized signing representative)

(signature of authorized signing representative)

(name of witness, if business is sole proprietorship)

(signature of witness, if business is sole proprietorship)

(name and title of authorized signing representative)

(signature of authorized signing representative)

Dated this ____ day of _____, 20____.

END OF BASE TENDER FORM





**BOWMANVILLE HEALTH CENTRE
4 STOREY BUILDING EXPANSION**

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Schedule A – SEPARATE PRICES AND TENDER SUPPLEMENTS

Bowmanville Health Centre – 4 Storey Building Expansion
C/o Gay Group of Companies
55 King Street East
Bowmanville, ON L1C 1N4

RE: PROJECT WORKS

**Bowmanville Health Centre – 4 Storey Building Expansion
222 King St., Bowmanville, ON L1C 1P6**

Sir/Madam:

1.0 We _____ agree for
(Company Name)

the Separate Price(s) stated below to supply all necessary labour, materials, plant, equipment, services and overtime work as may be required for the execution and completion of all work in connection with the above referenced project for Bowmanville Health Centre, in accordance with the Form of Tender, Schedules, Specifications and Drawings prepared for that purpose.

SEPARATE PRICE #1: (NOT INCLUDED in the Tender Pricing)

TBD	ADDITION OF	\$
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Signature of Company Official

Name and Title

Dated at _____ this _____ day of _____ 2026

If the bidding firm is a limited company, the company seal must appear on this Bid Form with the signature(s) of the proper signing official(s).

END OF SCHEDULE A





Schedule B – LIST OF DRAWINGS

- 2026-08-31, Specifications – Structural IFT
- 2026-08-28, Drawings – Structural IFT
- 2026-August, Drawings – Mechanical (for information)
- 2026-August, Drawings – Electrical (for information)
- 2026-08-28, Drawings – Architectural (for information)
- 2026-July, Drawings – Civil (for information)
- GGC Tender Form - 222 King – Clinic – 20260909

END OF SCHEDULE B





Schedule C – SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL

1.1. Contract Documents

- .1 The Contract between the Owner and the Trade Contractor shall be based on the applicable CCDC 17-2025 – Stipulated Price Contract for Trade Contractors on Construction Management Projects, together with these Supplementary Conditions, the Tender Documents, Drawings, Specifications, Addenda and other Contract Documents identified therein.
- .2 These Supplementary Conditions amend, supplement or clarify the requirements of the Contract Documents.
- .3 Where a provision of these Supplementary Conditions conflicts with a provision of the CCDC 17, these Supplementary Conditions shall govern to the extent of the conflict, subject always to applicable legislation.
- .4 Nothing contained herein shall be interpreted as relieving either party from compliance with the Construction Act, R.S.O. 1990, c. C.30, the Occupational Health and Safety Act, the Building Code Act, the Ontario Building Code, or any other applicable law.

2. DEFINITIONS

2.1. Owner

- .1 The term "Owner" means the Owner identified in the Contract Documents, including the Owner's authorized representatives.

2.2. Construction Manager

- .1 The term "Construction Manager" means Gay Group of Companies, including its authorized representatives, project managers, site staff and consultants acting within their authority.
- .2 The Construction Manager is responsible for construction management, coordination, scheduling, site administration and day-to-day coordination of the Trade Contractors on behalf of the Owner.
- .3 Nothing in these Supplementary Conditions creates a contractual relationship between the Trade Contractor and the Construction Manager where the Contract Documents establish the Owner as the contracting party.
- .4 The Construction Manager may issue directions, instructions and administrative communications to the Trade Contractor within the authority granted to it under the Contract Documents.

2.3. Consultant

- .1 "Consultant" means the Architect and/or other consultants identified in the Contract Documents, including their authorized representatives.

2.4. Trade Contractor

- .1 "Trade Contractor" means the successful bidder entering into the Contract for the Work described in the Tender Documents.

3. CONTRACT DOCUMENTS

3.1. Electronic Documents

- .1 Contract Drawings and Specifications will generally be issued electronically.
- .2 The Trade Contractor shall be responsible for maintaining current electronic copies of all Drawings, Specifications and Addenda applicable to the Work.





- .3 The Trade Contractor shall verify that all persons performing the Work are working from the current Contract Documents.

3.2. Addenda

- .1 All Addenda issued prior to Tender Closing form part of the Tender Documents.
- .2 The Trade Contractor shall acknowledge all Addenda in its Tender Submission.
- .3 Costs associated with complying with Addenda shall be included in the Tender Price unless specifically identified otherwise.

3.3. Examination of Documents

- .1 The Trade Contractor shall carefully examine all Contract Documents before commencing the Work.
- .2 The Trade Contractor shall not be entitled to an adjustment for matters that were reasonably apparent from an examination of the Contract Documents prior to execution of the Contract, except as otherwise provided by the Contract Documents or applicable law.

4. COORDINATION WITH OTHER TRADES

4.1. General Coordination

- .1 The Trade Contractor shall coordinate its Work with the Construction Manager, Consultant, Owner and all other Trade Contractors.
- .2 The Trade Contractor shall provide reasonable opportunity for other Trade Contractors to introduce, store and install their materials and perform their Work.
- .3 The Trade Contractor shall not interfere with the Work of other Trade Contractors.
- .4 The Trade Contractor shall coordinate dimensions, access requirements, openings, sleeves, embedded items, equipment clearances, service routes and other interfaces affecting its Work.

4.2. Coordination Meetings

- .1 The Trade Contractor's site supervisor shall attend coordination and construction meetings when requested by the Construction Manager.
- .2 The Trade Contractor shall provide all information reasonably required for coordination and scheduling.

4.3. Interference

- .1 Where the Trade Contractor becomes aware of a conflict or interference between its Work and the Work of another contractor, it shall immediately notify the Construction Manager.
- .2 The Trade Contractor shall not proceed with work affected by a known conflict until direction has been received where proceeding could result in rework.

5. SUPERVISION

5.1. Site Supervisor

- .1 The Trade Contractor shall provide competent supervision satisfactory to the Construction Manager.
- .2 A competent supervisor shall be present on the project whenever the Trade Contractor's forces are performing Work.
- .3 The supervisor shall have authority to receive instructions, coordinate the Trade Contractor's forces and make decisions relating to the Trade Contractor's Work.
- .4 The Trade Contractor shall not change its designated supervisor without reasonable prior notice to the Construction Manager.





- .5 The supervisor shall be capable of communicating effectively with the Construction Manager and other project representatives.

5.2. Supervision During Deficiencies

- .1 The Trade Contractor shall maintain sufficient supervision until its Work is complete and all deficiencies attributable to the Trade Contractor have been corrected.

6. LABOUR AND PRODUCTS

6.1. Quality of Work

- .1 All labour shall be performed by competent and properly trained personnel.
- .2 Materials and products shall be new unless specifically permitted otherwise by the Contract Documents.
- .3 Materials shall conform to the specified standards, grades, manufacturers and performance requirements.
- .4 The Trade Contractor shall be responsible for ensuring that products incorporated into the Work are suitable for their intended use and compatible with adjacent Work.

6.2. Substitutions

- .1 Substitutions shall not be made without written approval in accordance with the Contract Documents.
- .2 Approval of a substitution shall not relieve the Trade Contractor from responsibility for coordination, dimensions, performance, warranties or compatibility.

6.3. Manufacturer's Instructions

- .1 Products shall be installed strictly in accordance with the manufacturer's written instructions and applicable industry standards.

7. SHOP DRAWINGS, SUBMITTALS AND SAMPLES

7.1. Shop Drawings

- .1 The Trade Contractor shall prepare and submit shop drawings, product data, samples, calculations and other submittals required by the Contract Documents.
- .2 The Trade Contractor shall allow sufficient time in its schedule for preparation, submission, review, resubmission and approval of shop drawings and other submittals.
- .3 Shop drawings shall be complete, coordinated and checked by the Trade Contractor before submission.
- .4 The Trade Contractor shall identify dimensions, materials, finishes, connections, interfaces and other information necessary for proper review.

7.2. Coordination

- .1 Submission of shop drawings shall not relieve the Trade Contractor of responsibility for dimensions, quantities, coordination, fabrication or installation.
- .2 The Trade Contractor shall coordinate its shop drawings with the Work of other trades before submission.

7.3. Samples

- .1 Where samples are required, the Trade Contractor shall submit samples for review before ordering materials.
- .2 Materials installed shall match approved samples.
- .3 Materials that do not comply with approved samples shall be removed and replaced at the Trade Contractor's cost.





8. SCHEDULING

8.1. Project Schedule

- .1 The Trade Contractor shall perform its Work in accordance with the project schedule established and updated by the Construction Manager.
- .2 Time is of the essence.
- .3 The Trade Contractor shall provide all labour, supervision, equipment and resources necessary to maintain the required schedule.

8.2. Schedule Information

- .1 Upon request, the Trade Contractor shall provide:
 - a. anticipated manpower;
 - b. material delivery dates;
 - c. fabrication durations;
 - d. shop drawing requirements;
 - e. anticipated start and completion dates;
 - f. major equipment requirements; and
 - g. activities affecting other trades.

8.3. Delays

- .1 The Trade Contractor shall immediately notify the Construction Manager of any actual or anticipated delay.
- .2 Notice shall identify:
 - a. cause of delay;
 - b. activities affected;
 - c. anticipated duration;
 - d. mitigation measures; and
 - e. impact on the project schedule.
- .3 The Trade Contractor shall take reasonable measures to mitigate delays.

8.4. Procurement Schedule

- .1 The Trade Contractor shall identify long-lead materials and equipment and provide anticipated procurement, fabrication and delivery dates upon request.

8.5. Recovery

- .1 Where the Trade Contractor falls behind its required schedule milestones, it shall promptly submit a recovery plan identifying proposed measures to regain schedule, subject to the Contract Documents.

8.6. Manpower

- .1 The Trade Contractor shall provide sufficient manpower, supervision and resources to meet its contractual schedule requirements.

9. SITE ACCESS AND LOGISTICS

9.1. Access

- .1 Site access shall be coordinated through the Construction Manager.
- .2 The Trade Contractor shall comply with all site access, delivery, parking, storage and security requirements.

9.2. Deliveries

- .1 Deliveries shall be coordinated with the Construction Manager.
- .2 The Trade Contractor shall not make deliveries that interfere with other construction operations.
- .3 The Trade Contractor shall be responsible for unloading, handling and protecting its





materials unless specifically stated otherwise.

9.3. Storage

- .1 Materials shall be stored only in locations approved by the Construction Manager.
- .2 The Trade Contractor shall protect its materials from weather, damage, theft and deterioration.

9.4. Shutdowns

- .1 Planned shutdowns of utilities, building systems, fire protection systems, electrical systems, plumbing systems or other building services shall be coordinated with and approved by the Construction Manager in advance.

10. PROTECTION OF WORK

10.1. Protection

- .1 The Trade Contractor shall protect its Work and adjacent Work from damage caused by its operations.
- .2 Damage caused by the Trade Contractor, its employees, subcontractors or suppliers shall be repaired at the Trade Contractor's cost.

10.2. Existing Conditions

- .1 Before commencing Work, the Trade Contractor shall examine areas affected by its operations and report apparent damage or unsuitable conditions to the Construction Manager.

11. CLEAN-UP

11.1. Daily Clean-Up

- .1 The Trade Contractor shall maintain its work areas in a clean and orderly condition.
- .2 Waste, packaging, debris and surplus materials generated by the Trade Contractor shall be removed regularly.

11.2. Final Clean-Up

- .1 At completion of its Work, the Trade Contractor shall remove all tools, equipment, surplus materials, debris and temporary installations associated with its Work.

11.3. Failure to Clean

- .1 Where the Trade Contractor fails to perform required clean-up after receiving notice, the Construction Manager may arrange for the work to be performed by others.
- .2 The reasonable cost may be charged to the Trade Contractor, subject to the Contract.

12. PROTECTION OF COMPLETED WORK

12.1. Damage

- .1 The Trade Contractor shall protect completed portions of its Work until completion of the Contract.
- .2 Where damage is caused by the Trade Contractor or its forces, the Trade Contractor shall repair the damage at its own cost.

12.2. Coordination

- .1 The Trade Contractor shall coordinate protection requirements with the Construction Manager and other trades.





13. PERMITS, INSPECTIONS AND FEES

13.1. Permits

- .1 The Trade Contractor shall obtain and pay for permits, licences, certificates and inspections specifically assigned to the Trade Contractor by the Contract Documents.
- .2 The Trade Contractor shall comply with all applicable municipal, provincial and federal requirements.

13.2. Inspections

- .1 The Trade Contractor shall provide reasonable notice of inspections required for its Work.
- .2 The Trade Contractor shall coordinate inspections with the Construction Manager.

13.3. Testing

- .1 The Trade Contractor shall provide access and assistance required for testing and inspection.
- .2 Where testing is specifically included in the Trade Contractor's scope, the Trade Contractor shall include all associated costs in its Tender Price.
- .3 Third-party testing and inspection requirements identified as Owner/Project allowances shall be administered by the Construction Manager in accordance with the Contract Documents.

14. HEALTH AND SAFETY

14.1. Compliance

- .1 The Trade Contractor shall comply with the Occupational Health and Safety Act and all applicable regulations.
- .2 The Trade Contractor shall comply with the project's site-specific health and safety requirements.

14.2. Safety Program

- .1 The Trade Contractor shall maintain all required safety documentation, training records and procedures.
- .2 Workers shall be properly trained and qualified for the Work they perform.

14.3. Incidents

- .1 Accidents, injuries, near misses, property damage and other reportable incidents shall be immediately reported to the Construction Manager.

14.4. Healthcare/Occupied Areas

- .1 Where the Work is performed in or adjacent to occupied or operational healthcare areas, the Trade Contractor shall comply with all project-specific requirements relating to infection prevention and control, dust containment, noise, vibration, access, security, shutdowns, life safety systems and protection of occupants.

15. TEMPORARY WORKS AND SERVICES

15.1. Temporary Services

- .1 The Trade Contractor shall provide temporary services specifically identified as part of its Work.

15.2. Hoisting and Access Equipment

- .1 Unless specifically identified as a common site service, the Trade Contractor shall provide equipment necessary to execute its Work.
- .2 Where common hoisting, access or material-handling equipment is provided by the





Construction Manager, its use shall be coordinated through the Construction Manager.

16. CHANGES AND EXTRAS

16.1. Written Authorization

- .1 No change to the Contract Price or Contract Time shall be undertaken as an extra without written authorization in accordance with the Contract.

16.2. Pricing

- .1 Change pricing shall include all labour, materials, equipment, supervision, overhead and profit applicable to the change.
- .2 The Trade Contractor shall provide a detailed breakdown of proposed changes when requested.

16.3. Notice

- .1 The Trade Contractor shall provide prompt written notice of any condition that may result in an additional cost or delay.
- .2 Failure to provide timely notice may affect entitlement to additional compensation or time to the extent permitted by the Contract.

16.4. Pricing Procedure

- .1 Proposed changes shall be priced and submitted in the format required by the Construction Manager and shall identify labour, materials, equipment, subcontractor costs, applicable markups and any schedule impact.

16.5. No Unauthorized Extras

- .1 The Trade Contractor shall not rely upon verbal instructions as authorization for additional compensation or extension of Contract Time unless such instruction is subsequently confirmed in writing in accordance with the Contract Documents.

17. ALLOWANCES

17.1. Cash Allowances

- .1 Where Cash Allowances are identified in the Tender Documents, the Trade Contractor shall perform the applicable work in accordance with the Contract Documents and the direction of the Construction Manager.
- .2 Adjustment of an allowance shall be determined in accordance with the Contract.
- .3 Unless expressly stated otherwise, the Trade Contractor's Tender Price shall include all applicable overhead, supervision and profit associated with the allowance.

18. PAYMENT

18.1. Progress Payment

- .1 Applications for payment and Proper Invoices shall be submitted in accordance with the Contract Documents and the Ontario Construction Act, together with such reasonable administrative information as may be required by the Construction Manager.
- .2 Applications shall include sufficient supporting documentation to substantiate the amount claimed.

18.2. Proper Invoice

- .1 The Trade Contractor shall submit invoices in accordance with the requirements of the Contract and the Ontario Construction Act.





- .2 Payment timelines shall comply with the applicable prompt-payment provisions of the Construction Act.

18.3. Holdback

- .1 The statutory holdback required by the Ontario Construction Act shall be retained.
- .2 Release and payment of holdback shall be administered in accordance with the Construction Act and the Contract Documents.
- .3 No provision of the Contract shall be interpreted as waiving or reducing any statutory holdback requirement.

18.4. Statutory Compliance

- .1 Where the Contract Documents require statutory declarations, WSIB clearance, insurance certificates, releases, lien information or other supporting documentation as conditions of payment, the Trade Contractor shall provide such documentation.

19. TAXES AND DUTIES

19.1. Taxes

- .1 The Tender Price shall include all applicable taxes, duties, levies and charges in effect or reasonably identifiable as of the Tender Closing Date, except Value Added Taxes specifically identified as excluded in the Tender Form. Any new or increased tariff, duty, surtax, customs charge or similar government-imposed import charge arising after the Tender Closing Date shall be addressed in accordance with Section 32.

19.2. Tax Documentation

- .1 The Trade Contractor shall provide reasonable documentation supporting any tax adjustment claimed under the Contract.

20. INSURANCE

20.1. Insurance Requirements

- .1 The Trade Contractor shall maintain all insurance required by the Contract Documents.
- .2 Certificates of insurance shall be provided before commencement of Work.

20.2. Additional Insureds

- .1 Where required by the Contract Documents, the Owner, Construction Manager, Consultant and other identified parties shall be named as additional insureds.

20.3. Notice of Cancellation

- .1 The Trade Contractor shall provide notice of cancellation, material alteration or expiry of required insurance in accordance with the Contract Documents.

21. CONTRACT SECURITY

21.1. Bonding Requirement

- .1 For any Trade Contractor whose Tender Price is equal to or exceeds \$250,000, the Trade Contractor shall provide a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, unless otherwise stated in the Tender Documents.
- .2 The bonds shall be issued by a surety company licensed to conduct business in Ontario and shall be in a form acceptable to the Owner and Construction Manager.





- .3 The required bonds shall be provided upon execution of the Contract and maintained for the duration required by the Contract Documents.
- .4 The Trade Contractor shall include the applicable bonding requirements in its Tender Submission and shall identify the cost of the required bonds separately in the applicable Tender Schedule.

21.2. Bond Premium

- .1 The cost of the required Performance Bond and Labour and Material Payment Bond shall be identified separately from the base Tender Price in the applicable Tender Schedule.
- .2 Bond premiums shall be based on the Contract Price and the bonding requirements stated in the Tender Documents.
- .3 Where the Contract Price is subsequently increased by an authorized Change Order, any resulting adjustment to bonding costs shall be addressed in accordance with the Contract Documents.

21.3. Evidence of Bonding Capacity

- .1 For Trade Contractors whose Tender Price exceeds \$250,000, the Tender Submission shall include a Letter of Bonding or equivalent confirmation from the Trade Contractor's surety confirming the Trade Contractor's bonding capacity and ability to provide the required bonds.
- .2 The Letter of Bonding shall confirm, at a minimum, the surety's willingness to provide the required Performance Bond and Labour and Material Payment Bond, subject to the final Contract Price and the surety's normal underwriting requirements.
- .3 The Construction Manager may request additional information from the Trade Contractor or its surety where reasonably required to confirm compliance with the bonding requirements.

22. INDEMNIFICATION

22.1. General

- .1 The Trade Contractor shall indemnify and hold harmless the Owner, Construction Manager and Consultant to the extent provided by the Contract Documents and applicable law from claims, losses, damages, costs and expenses arising from the Trade Contractor's performance of the Work.

22.2. Trade Contractor's Operations

- .1 The Trade Contractor shall be responsible for damage, loss or claims arising from negligent acts or omissions of the Trade Contractor, its employees, subcontractors, suppliers or agents.

23. WARRANTY

23.1. General Warranty

- .1 The Trade Contractor shall provide warranties required by the Contract Documents.
- .2 The Trade Contractor warrants that its Work shall be free from defects in materials and workmanship to the extent provided by the Contract.

23.2. Deficiencies

- .1 Deficiencies identified during the warranty period shall be corrected promptly at the Trade Contractor's cost where the deficiency is attributable to the Trade Contractor's Work.





23.3. Manufacturer's Warranties

- .1 Manufacturer's warranties shall be assigned or provided to the Owner where required by the Contract Documents.

23.4. Extended Warranties

- .1 Where an extended warranty is specified, the Trade Contractor shall provide the extended warranty for the full period specified.

24. DEFICIENCIES AND COMPLETION

24.1. Deficiency List

- .1 The Trade Contractor shall promptly correct deficiencies identified by the Construction Manager, Consultant or Owner that are attributable to the Trade Contractor's Work.

24.2. Completion

- .1 Prior to completion, the Trade Contractor shall:
 - a. complete all outstanding Work;
 - b. correct deficiencies;
 - c. remove surplus materials and debris;
 - d. submit required warranties;
 - e. submit operation and maintenance information where applicable;
 - f. provide testing and commissioning documentation where applicable; and
 - g. complete all required close-out documentation.

25. CLOSE-OUT DOCUMENTATION

25.1. Close-Out Requirements

- .1 The Trade Contractor shall provide all close-out documentation required by the Contract Documents.
- .2 Documentation may include:
 - a. warranties;
 - b. maintenance manuals;
 - c. operating manuals;
 - d. test reports;
 - e. inspection certificates;
 - f. as-built information;
 - g. product data;
 - h. spare parts;
 - i. attic stock; and
 - j. statutory documentation.

25.2. Payment and Close-Out

- .1 Failure to provide required close-out documentation may affect processing of payment to the extent permitted by the Contract Documents and applicable law.

26. BACK CHARGES

26.1. General

- .1 Where the Trade Contractor fails to perform an obligation under the Contract after receiving required notice, and the Contract permits the Construction Manager or Owner to arrange for the work to be performed by others, the reasonable cost may be charged to the Trade Contractor.





- .2 Except where immediate action is reasonably required to protect persons, property or the Work, the Trade Contractor shall be given reasonable notice and an opportunity to correct the matter before the work is performed by others.

26.2. Examples

- .1 Back charges may include, where applicable:
- a. cleaning;
 - b. removal of debris;
 - c. correction of defective Work;
 - d. repair of damage;
 - e. protection of Work;
 - f. additional supervision;
 - g. costs arising from failure to coordinate; and
 - h. costs arising from failure to meet agreed schedule requirements.

27. CONSTRUCTION MANAGER'S COORDINATION

27.1. Direction

- .1 The Trade Contractor shall comply with reasonable site coordination directions issued by the Construction Manager within the authority provided under the Contract.

27.2. No Waiver

- .1 Coordination or review by the Construction Manager does not relieve the Trade Contractor from its contractual responsibilities.

28. PROJECT MEETINGS AND REPORTING

28.1. Meetings

- .1 The Trade Contractor shall attend project meetings when requested.

28.2. Reporting

- .1 When requested, the Trade Contractor shall provide information concerning:
- a. progress;
 - b. manpower;
 - c. procurement;
 - d. shop drawings;
 - e. material deliveries;
 - f. schedule;
 - g. changes;
 - h. anticipated delays; and
 - i. deficiencies.

29. RECORD DRAWINGS AND AS-BUILTS

29.1. As-Built Information

- .1 The Trade Contractor shall maintain accurate records of changes to installed Work where required by the Contract Documents.
- .2 As-built information shall be submitted in the format required by the Construction Manager and Consultant.



30. PROTECTION OF OCCUPANTS AND NEIGHBOURING PROPERTY

30.1. General

- .1 The Trade Contractor shall conduct its Work in a manner that minimizes disruption to adjacent properties, public areas and building occupants.
- .2 The Trade Contractor shall coordinate any work that may affect occupants, clinical operations, access routes, fire/life safety systems, utilities or building services with the Construction Manager before commencing such work.

30.2. Noise, Dust and Vibration

- .1 The Trade Contractor shall implement reasonable measures to control noise, dust, vibration and other impacts arising from its operations.

30.3. Public Protection

- .1 The Trade Contractor shall maintain required barricades, protection and warning signage associated with its Work.

31. ENVIRONMENTAL REQUIREMENTS

31.1. General

- .1 The Trade Contractor shall comply with applicable environmental requirements and project-specific environmental procedures.

31.2. Waste

- .1 The Trade Contractor shall properly sort, remove and dispose of construction waste generated by its Work in accordance with project requirements.

32. MATERIAL ESCALATION, TARIFFS AND PROCUREMENT

32.1. Tender Price and Ordinary Escalation

- .1 Unless expressly provided otherwise in the Contract Documents, the Tender Price shall include ordinary and reasonably foreseeable increases in labour, material, equipment, transportation and other costs occurring after the Tender Closing Date through completion of the Work. The Trade Contractor shall be responsible for normal market fluctuations and ordinary supplier price increases.
- .2 The Trade Contractor shall be responsible for timely procurement of materials, equipment and other items required to maintain the Project Schedule.

32.2. Government-Imposed Tariffs and Duties

- .1 Notwithstanding Section 32.1, where, after the Tender Closing Date, a new or increased government-imposed tariff, duty, surtax, customs charge or similar import charge becomes applicable to materials or equipment required for the Work, the Trade Contractor shall be entitled to an adjustment to the Contract Price for the actual additional cost resulting directly from such measure, provided the requirements of this Section are satisfied.
- .2 Any adjustment under this Section shall be limited to the actual, incremental and documented additional cost of the applicable tariff, duty, surtax, customs charge or similar government-imposed import charge directly attributable to materials or equipment incorporated into the Work, whether such cost is incurred directly by the Trade Contractor or is demonstrably passed through to the Trade Contractor by its supplier.
- .3 No adjustment shall be made for:
 - .1 tariffs, duties, surtaxes, customs charges or similar costs that were in effect or reasonably identifiable as of the Tender Closing Date;

- .2 ordinary market or supplier price increases not directly attributable to a qualifying government-imposed tariff or similar charge;
- .3 costs resulting from the Trade Contractor's failure to timely procure materials or equipment;
- .4 avoidable or unsupported costs; or
- .5 any additional mark-up, overhead or profit on the tariff-related cost unless otherwise expressly provided for under the Contract Documents.

32.3. Notice and Supporting Documentation

- .1 The Trade Contractor shall provide prompt written notice to the Construction Manager upon becoming aware of a qualifying tariff or similar government-imposed charge that may affect the Contract Price or Project Schedule.
- .2 Any claim for an adjustment shall be supported by sufficient documentation, including, where applicable, supplier quotations or invoices, material descriptions, quantities, country of origin, applicable tariff classification, tariff rates before and after the change, effective dates, customs documentation and a calculation demonstrating the actual incremental cost.

32.4. Mitigation

- .1 The Trade Contractor shall use commercially reasonable efforts to mitigate any additional cost arising from a qualifying tariff or similar government-imposed charge, including considering reasonably available alternative sources of supply, provided that such alternatives comply with the Contract Documents and applicable codes and standards.

32.5. Tariff Reductions, Refunds and Remissions

- .1 Any subsequent reduction, refund, remission, rebate or other recovery of a tariff, duty, surtax, customs charge or similar cost for which an adjustment has been provided to the Trade Contractor shall be promptly credited to the Owner.

32.6. No Double Recovery

- .1 The Trade Contractor shall not be entitled to recover the same tariff-related cost more than once, whether through a change order, allowance, claim for delay, supplier adjustment or any other provision of the Contract.

32.7. Schedule Impacts

- .1 Where a qualifying tariff or government-imposed charge results in a demonstrated impact to the Project Schedule, any adjustment to Contract Time shall be addressed in accordance with the applicable provisions of the Contract Documents.

32.8. Adjustment Procedure

- .1 Any adjustment arising under this Section shall be subject to the notice, documentation, valuation and change procedures set out in the Contract Documents and shall be based on the actual demonstrated incremental cost incurred.

33. TIME IS OF THE ESSENCE

33.1. Schedule Commitment

- .1 Time is of the essence in the performance of the Work.
- .2 The Trade Contractor acknowledges the overall Project Schedule and the Owner's target Substantial Performance date within 14 months from the start of





construction. The Trade Contractor shall complete its Work in accordance with the milestones and completion dates applicable to its scope under the Project Schedule

- .3 The Trade Contractor shall coordinate its Work with the Construction Manager's overall Project Schedule.

34. CONSTRUCTION MANAGER'S RIGHT TO COORDINATE

34.1. Sequencing

- .1 The Construction Manager may establish reasonable sequencing and coordination requirements to facilitate the orderly progress of the Project.
- .2 Such coordination shall not constitute a change to the Trade Contractor's Work where the sequencing is reasonably contemplated by the Contract Documents.
- .3 Nothing in this Section shall relieve the Construction Manager or Owner from complying with the change provisions of the Contract where a direction constitutes a change to the Work.

35. SITE CONDITIONS

35.1. Examination

- .1 The Trade Contractor shall satisfy itself as to existing site conditions, access, working space, delivery conditions and other circumstances affecting its Work.

35.2. Concealed Conditions

- .1 Concealed or unknown conditions shall be dealt with in accordance with the applicable provisions of the Contract and applicable law.

36. DISPUTES

36.1. Contract Procedures

- .1 Disputes shall be addressed in accordance with the dispute resolution procedures contained in the Contract.

36.2. Adjudication

- .1 Nothing in these Supplementary Conditions limits or waives any statutory right to adjudication under the Ontario Construction Act.

37. TERMINATION AND DEFAULT

37.1. Default

- .1 The Trade Contractor shall be subject to the default and termination provisions of the Contract.

37.2. Mitigation

- .1 Following notice of default, the Trade Contractor shall take reasonable measures to correct the default and mitigate resulting impacts.

38. COMPLIANCE WITH LAWS

38.1. General

- .1 The Trade Contractor shall comply with all applicable federal, provincial and municipal laws, regulations, codes, bylaws and requirements applicable to the Work.

38.2. Workers

- .1 The Trade Contractor shall ensure that all personnel performing the Work are





legally entitled and properly qualified to perform their assigned duties.

39. ASSIGNMENT AND SUBCONTRACTING

39.1. Assignment

- .1 The Trade Contractor shall not assign the Contract or subcontract the whole of the Work without the written consent required under the Contract.

39.2. Subcontractors

- .1 Subcontractors retained by the Trade Contractor shall be properly qualified and shall comply with all applicable Contract requirements.

40. INTERPRETATION

40.1. Order of Precedence

- .1 In the event of inconsistency between Contract Documents, the order of precedence established by the Contract shall apply.
- .2 Where these Supplementary Conditions specifically amend a provision of the Contract, the amended provision shall govern to the extent of the amendment.

40.2. No Waiver

- .1 Review, inspection, approval, coordination or payment by the Owner, Construction Manager or Consultant shall not constitute acceptance of defective or non-conforming Work or relieve the Trade Contractor of its contractual obligations.

41. TENDER PRICE

41.1. Included Costs

- .1 Unless specifically excluded in the Tender Submission, the Tender Price shall include all labour, materials, equipment, supervision, temporary works, hoisting, access, transportation, delivery, protection, cleanup, testing, permits, fees, overhead and profit necessary to complete the Work.

41.2. Exclusions

- .1 Any exclusion, qualification, assumption or deviation not clearly identified in the Tender Submission shall be deemed included in the Tender Price to the extent permitted by the Contract Documents.
- .2 Silence shall not be interpreted as an exclusion.

42. ACCEPTANCE OF SCHEDULE C

- .1 By submitting its Tender, the Bidder acknowledges that it has reviewed Schedule C – Supplementary General Conditions and agrees that the requirements contained herein have been included in its Tender Price.
- .2 The successful Trade Contractor shall execute the Contract incorporating these Supplementary Conditions.

END OF SCHEDULE C





Schedule D – BONDING COSTS

Bowmanville Health Centre – 4 Storey Building Expansion

222 King Street East, Bowmanville, ON L1C 1P6

The Trade Contractor shall provide the following bonding costs in accordance with Section 21 – Contract Security and Bonding of Schedule C – Supplementary General Conditions.

1. Performance Bond

Required amount: 50% of the Contract Price

Bond premium: \$_____ (excluding HST)

2. Labour and Material Payment Bond

Required amount: 50% of the Contract Price

Bond Premium: \$_____ (excluding HST)

3. Total Bonding Cost

Total Bond Premium: \$_____ (excluding HST)

The above bonding costs shall be identified separately from the Base Tender Price and shall be included in the Contract Price where the required bonds are applicable.

The Trade Contractor confirms that the above bonding costs are based on the bonding requirements stated in the Tender Documents.

Company name: _____

Authorized representative: _____

Signature: _____

Date: _____

END OF SCHEDULE D





Schedule E – ATTACHMENTS

1. Attach letterhead quote to this tender form.
Quote must clearly indicate scope of work, inclusions, exclusions and reference issued drawings which pricing is based on.
2. Attach Letter of Bonding if quote is or exceeds \$250,000 excluding HST

END OF SCHEDULE E

