

GENERAL CONDITIONS SHORT FORM TENDERS

PART 1 GENERAL REQUIREMENTS

- 1.0 Insurance
 - 1.1 Workplace Safety & Insurance Board Clearance Certificate
 - 1.2 Assignment of Contact or Proceeds of Contract
 - 1.3 Taking the Work Out of the Contractor's Hands
- 1.4 Indemnification Claims
- 1.5 Interpretation

PART 2 GOVERNING REGULATIONS

- 2.0 Permits, By-Laws
- 2.1 Labour

PART 3 PROCEDURAL REQUIREMENTS

- 3.0 Commencement of Work
- 3.1 Protection
- 3.2 Clean Up
- 3.3 Cutting and Patching
- 3.4 Loss or Damage to Material or Equipment

PART 4 ADHERENCE TO DRAWINGS AND SPECIFICATIONS

- 4.0 Materials and Workmanship Acceptability
- 4.1 Changes to Work
- 4.2 Samples of Materials, Testing of Materials

PART 5 PAYMENT AND WARRANTY

- 5.0 Payment and Holdbacks
- 5.1 No Additional Payment for Increased Cost
- 5.2 Correction of Faulty Work
- 5.3 Acceptability of Work

PART 6 TIME

Time is of the Essence

Part 1**General Requirements****1.0 Insurance**

The Contractor shall keep in force for the duration of the Contract, Public Liability and Property Damage Insurance in an amount not less than \$2,000,000.00. Without limiting the foregoing, such insurance coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury and Contingent Liability with respect to Sub-Contractors. The Contractor shall submit proof of such insurance in the form of a certificate, which shall contain a firm undertaking by the insurer to give the Owner 30 days' notice prior to any cancellation or modification of such insurance. If the Contractor fails to provide such insurance within 7 business days of receipt of the notification of award, the Owner, at its sole option, shall have the right to terminate the contract.

1.1 Workplace Safety & Insurance Board Certificate of Insurance

The Contractor shall produce a Workplace Safety and Insurance Board Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract. If the Contractor will be unable to produce clearance as required because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety & Insurance Board of its status as an independent operator for the Contract, within 7 Business Days of receipt by the Contractor of the notification of the award. If the Contractor does not produce such confirmation, the Owner may at its sole option, terminate the Contract.

1.2 Assignment

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Owner.

1.3 Taking the Work out of the Contractor's Hands

Where the Contractor becomes bankrupt or insolvent delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the Contract to correct or complete the work.

1.4 Indemnity

The Contractor shall indemnify and save harmless the Owner and its officers from all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is responsible in performing the Contract.

1.5 Interpretation

If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the Owner.

Part 2**Governing Regulations****2.0 Permits, By-Laws**

The Contractor agrees to abide by all laws, rules, regulations, by-laws and ordinances covering the class or character of the work to be executed including but not limited to Workplace Safety & Insurance Board, Unemployment Insurance, Fair Wage Program, as applicable and to pay all cost in connection with same.

2.1 Labour

The Contractor shall employ on the Work only persons qualified to perform the work required. The Contractor shall comply with the provisions of the Government Contracts Hours and Wages Act and the Employment Standards Act, as applicable. The Contractor shall ensure that all persons employed on the Work are paid not less than the current wage rate set forth in the Ministry of Labour Fair Wage Schedule, where applicable and attached to the tender documents, and as it may be amended during the term of the Contract.

Part 3**Procedural Requirements****3.0 Commencement and Completion**

The Work shall be commenced immediately after instructions are given to proceed by the Owner's representative and shall be completed with the time specified on the Tender Submission Form.

3.1 Protection

The Contractor shall provide adequate protection to the public and property, the Work and other areas affected from any damages, theft or vandalism until the Work is accepted completion.

3.2 Clean Up

At the end of each day's work, the Contractor shall remove all debris, hazardous impediments, equipment and material which is not to be reused from the site.

3.3 Cutting and Patching

The Contractor shall not undertake any cutting, patching or the like, other than indicated in the Contract without prior written approval of the Owner.

3.4 Loss or Damage to Material or Equipment

The Contractor shall be solely responsible for loss or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site.

Part 4 Adherence to Drawings and Specifications

4.0 Materials

All materials, products and equipment supplied for the work shall be new, of the best quality and as far as possible, unless otherwise specified, of Canadian origin and manufacture.

4.1 Changes in Work

The Owner may make changes with the Contract Price and the completion date being adjusted accordingly. No additional work shall be done nor shall other changes to the Contract be made without receiving prior written authority from the Owner.

4.2 Samples

The Contractor shall furnish for the approval of the Owner or whomever the Owner designates such samples of materials, test and designs as required from time to time. The Work must be in accordance with the approved samples, test and designs.

Part 5 Payment and Warranty

5.0 Payments and Holdbacks

If practicable, progress payments may be arranged with the Owner. The 10% holdback required by the Construction Lien Act, 1983, will not be retained by the Owner, for this Contract. The Construction Lien Act, 1983, applies to the performance of the Work and the Owner is subject to its provisions.

- (a) It is the "Owners" policy that all payments will be made within (30) days of receipt of valid, approved and fully documented invoice on condition that goods or services provided and claimed are satisfactory.
 - (i) by offering discounts the contractor/vendor shall be entitled to receive payment earlier.

5.1 No Additional Payment for Increased Costs

The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of plant, equipment, labour, materials, or the wage rates set out and prescribed herein.

5.2 Correction of Faulty Work

The Contractor shall, for ninety days after the date of final completion of the work, or for the usual manufacturer's or producer's warranty period, whichever is the greater, at the cost of the Contractor, rectify defects in the Work caused by faulty workmanship or materials for which it shall have received notice from the Owner. This warranty does not override any warranty conditions specified in the Contract documents.

5.3 Acceptability of Work

All work performed by the Contractor shall be completed to the entire satisfaction of the Owner.

Part 6 Time

Time is of the essence of the Contract