



REQUEST FOR TENDER FOR THE:
LANARK COUNTY HOUSING CORPORATION DEEP ENERGY RETROFIT
24 BOURKE STREET, SMITHS FALLS, ON
CONTRACT #LCHC-RFT-2026-10

Tenders to be submitted through Bids & Tenders online bidding opportunity website:
<https://lanarkcounty.bidsandtenders.ca/>

Bid Documents can be previewed (watermarked) prior to registering for the opportunity. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity. This will enable the download of the Bid Call Document, email addenda notifications, and bid document download without watermarks.

(For support related to the Bid & Tenders website please email support@bidsandtenders.ca)

SECTION 1 - INFORMATION TO BIDDERS

1.1 Timetable

The following is the schedule for this Tender:

Issue date of RFT:	September 4, 2026
Bidder's Deadline for Questions:	4:00 pm on September 22, 2026
Deadline for Issuing Addenda:	September 26, 2026
Bid intent required:	September 30, 2026
Tender Submission Deadline:	11:00 am on October 07, 2026
Tender Opening:	Immediately following the Submission Deadline
Estimated Project Award Date	October 14, 2026
Contract (Project) Start Date:	October 21, 2026
Contract (Project) Completion Date:	November 15, 2027

The period for which Tenders are irrevocable after the Tender Submission Deadline is set out in Section 1.22 of this RFT.

The RFT timetable is tentative only and may be changed by the County, in its sole discretion, at any time prior to the Tender Submission Deadline.

1.1.1 Mandatory Site Meeting

A mandatory site meeting will be held at 24 Bourke Street, Smiths Falls, Ontario, on September-15-2026 at 10:00 AM. Bidders shall attend the site meeting to review existing conditions, site access, roof access, occupied-building constraints, mechanical and electrical rooms, exterior work areas, shutdown considerations, tenant protection requirements, and general coordination requirements.

Bidders are responsible for satisfying themselves as to the existing site conditions, access limitations, coordination requirements, and all other conditions that may affect the performance of the Work.

Bidders who do not attend the mandatory site meeting and sign the attendance sheet may have their Tender deemed non-compliant. Bidders shall not contact tenants, building staff, or site occupants directly. All questions arising from the site meeting shall be submitted through the Bids & Tenders platform in accordance with Section 1.4.

1.2 Description and Location of the Work

The Work is located at 24 Bourke Street, Smiths Falls, Ontario, K7A 3L9 and consists of a building deep energy retrofit and related roofing, mechanical, electrical, solar photovoltaic, structural and architectural work.

The Work generally includes, but is not limited to:

1. Full replacement of roof areas, including removal of existing roofing down to concrete deck, new vapour barrier, insulation, tapered insulation, SBS membrane system, metal flashings, scuppers, roof drains, penetration flashings, roof hatch/parapet details and related rough carpentry.
2. Mechanical retrofit including demolition of co-generation equipment; installation of open-loop ground-water-source heat pump system; submersible well pumps and pre-insulated exterior piping; heat pumps, buffer tank, glycol fill and expansion tanks, pumps, side-stream filter, energy metering, controls, piping, fan coil units, condensate piping, plumbing allowance, and reconnection to the existing gas boiler as backup.
3. Electrical retrofit including replacement of the 1200A main switchboard, new Panels, EV charging equipment, feeders, disconnects, metering, lighting replacement, lighting controls, exterior/parking lighting, power connections to mechanical equipment, demolition and reconnection of retained branch circuits, and demolition of co-generation system.

4. Roof-mounted solar PV system including PV modules, inverter, AC/DC wiring, disconnects, metering, racking/ballast or hybrid anchorage, structural/seismic design, rooftop supports, cable trays, labels, testing, commissioning, and utility interconnection requirements.
5. Freestanding roof guardrail/edge protection and structural/seismic work associated with PV and rooftop equipment, including engineer-sealed shop drawings and final certification where required.
6. All permits, inspections, coordination, temporary protection, safety measures, closeout documentation, training, O&M manuals, as-built drawings, testing and commissioning required to deliver complete and operational systems.

1.3 Bid Deposit

The bid shall be accompanied by an electronic Bid Bond in the amount of ten percent (10%) of the total bid, excluding applicable taxes (HST).

The bid bond shall remain valid and in effect for a period of not less than sixty (60) calendar days from the closing tender date.

1.4 Inquiries / Clarification

It will be the Bidder's responsibility to clarify with the Owner and Consultant any details in question that are not mentioned in the Tender Documents or shown on the accompanying plans/drawings before submitting their bid.

No oral explanation or interpretation shall modify any of the documents or provisions of this RFT.

All questions, requests for clarification, and tender inquiries shall be directed to **both** the Owner and Consultant listed below:

Purchasing Representative:

David Dicaire
Lanark County Housing Corporation
ddicaire@lanarkcounty.ca

Consultant:

Keming Yan
CIMA+
Keming.yan@cima.ca

Answers to questions, requests for clarification, and tender inquiries that affect the Tender Documents, scope of Work, pricing, schedule, or contract requirements will be issued by addendum through the Bids & Tenders platform. Email correspondence may be used for administrative coordination only and shall not modify the Tender Documents unless confirmed by formal addendum.

1.5 Pricing

Tenders submitted must quote prices in Canadian Dollars. Invoicing and payment will also be made in Canadian Dollars.

1.6 Tenders in English

All communication, correspondence, enquiries, and Tender submissions must be in English. Non-compliance will result in disqualification.

1.7 Metrification

All items are estimated in metric units, as are specifications and standards.

1.8 Regulation Compliance and Legislation

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-In-Council and By-laws, which could in any way pertain to the Work outlined in the Contract or to the Employees of the Contractor or Sub-Contractor.

1.9 Governing Law

This Tender and subsequent Contract / Agreements will be interpreted and governed by the laws of the Province of Ontario.

1.10 Ability and Experience

It is not the purpose of the Lanark County Housing Corporation (LCHC) to award this Contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of Work and having sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

To aid the Lanark County Housing Corporation (LCHC) in determining the ability and experience of the Bidder, the Bidder shall complete and submit with their Tender the following forms, which are herein bound:

- Ability and Experience
- Bidder's Senior Supervisory Staff
- Location and Description of Plant which the Bidder Proposes to Use
- Authorization to Obtain Credit Report

If the Contractor is a privately owned Company, with an internal policy to not share financial information, the Lanark County Housing Corporation (LCHC) will sign a Non-Disclosure Agreement to limit access to the statements on a need-to-know basis.

Failure, by a Bidder, to meet any of the foregoing requirements, will entitle the Lanark County Housing Corporation (LCHC) to deem the Tender non-compliant.

1.11 Tender Submission

Tenders must be submitted electronically through the bidding system platform <https://lanarkcounty.bidsandtenders.ca/>, hardcopy submissions will not be permitted.

Late bids will not be accepted by the bidding system. Please note the bid will be time stamped based on the time received by the bidding system. The closing time and date are determined

by the bid system's web clock. Please provide adequate time for file transmission, internet speed etc.

The bidding system will provide a confirmation email that the bid was submitted successfully. If this email is not received, please contact Bids&Tenders support at support@bidsandtenders.ca.

The bidding system will allow for the edit or withdraw of bid submission prior to the closing time and date. If applicable, the bidder is solely responsible to ensure the re-submitted bid is received by the bidding system prior to the closing date and time.

The Bid must not be restricted by a statement added to the Tender Form, or a covering letter, or alterations to the Forms provided by the Lanark County Housing Corporation (LCHC).

The submission must include:

- Electronic Bid Deposit (Section 1.3)
- Agreement to Bond (General Condition GC6.04)
- Schedule of Items and Prices (per Bidding System fillable table provided)
- WSIB clearance certificate (pdf to be uploaded)
- Declarations/Authorizations (per Submission Requirements)
 - Occupational Health and Safety Declaration
 - Authorization to Obtain Credit Report
 - Experience, Senior Staff, Plant Description & Location
- Acknowledgement of all addendums issued (if applicable, see Section 1.14)
- Bid Price Breakdown, as described in Section 1.11.1

1.11.1 Bid Price Breakdown

Bid Price Breakdown, including, at minimum, the following cost breakdown:

- General requirements, mobilization, project management, supervision, temporary protection, and site coordination
- Roofing work
- Structural work, including roof supports, guardrails, seismic supports, and delegated design items
- Mechanical work, including demolition, heat pumps, pumps, tanks, piping, glycol system, fan coils, controls, flushing, testing, balancing, and commissioning
- Electrical work, including switchboard replacement, panels, feeders, lighting, lighting controls, EV charging infrastructure, equipment connections, ESA inspection, testing, and commissioning
- Solar PV system, including modules, inverter, racking, wiring, disconnects, metering, utility coordination, testing, and commissioning
- Designated substances abatement, handling, disposal, protection measures, and documentation
- Permits, inspections, utility coordination, and authority approvals
- Testing, adjusting and balancing, commissioning, owner training, as-built drawings, O&M manuals, warranties, and closeout documentation
- Cash allowances, or contingency, where applicable

- HST shown separately

The Bid Price Breakdown shall be submitted for evaluation, contract administration, progress-payment review, and change-order review purposes. The total of the Bid Price Breakdown shall match the Total Tender Price submitted through the Bids & Tenders platform. The Bid Price Breakdown shall not limit the Contractor's responsibility to provide a complete and operational project in accordance with the Contract Documents.

1.11.2 Cash Allowance

The Bidder shall include a cash allowance of Fifteen Thousand Dollars (\$15,000.00), excluding HST, for new plumbing fixtures and related installation, as identified in the Mechanical Drawings.

The cash allowance shall be carried in the Total Tender Price and shall be used only as directed by the Owner and Contract Administrator. The allowance is intended to cover plumbing fixture replacement and associated installation work, including coordination with the building Owner regarding the number of replacement fixtures, fixture make and model, installation requirements, and related work.

Any unused portion of the cash allowance shall be credited back to the Owner by Change Order. Work authorized under the cash allowance shall be supported by appropriate backup documentation, including supplier invoices, labour breakdowns, and subcontractor quotations, where applicable.

1.12 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990, CM.56, as amended. This information will be an integral component of the Tender submission.

All written Tenders received by the Lanark County Housing Corporation (LCHC) become a public record, once a Tender is accepted by the Lanark County Housing Corporation (LCHC) all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990, CM.56, as amended, should be directed to:

Clerk / Deputy CAO, County of Lanark
99 Christie Lake Road, Perth, Ontario, K7H 3C6
Telephone 613-267-4200

The Clerk / Deputy CAO has been designated by The Corporation of the County of Lanark Council to carry out the responsibilities of the *Act*.

1.13 Retrieval of Official Document and Addenda

Only documents obtained from <https://lanarkcounty.bidsandtenders.ca/> are to be considered official documentation. The Lanark County Housing Corporation (LCHC) is not responsible for the accuracy of information from any other website or material. The onus is on the Bidder to verify they have received all relevant information.

1.14 Issuance of Addenda

This RFT may only be amended by an addendum, in accordance with this subsection. Such addenda may contain important information including significant changes to this RFT. If the Lanark County Housing Corporation (LCHC), for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addenda on the bidding system.

The bidding system will attempt to email registered Bidders to notify them when addenda are posted, notwithstanding the Lanark County Housing Corporation (LCHC) does not guarantee that emails will be sent or received to all Bidders. It is the responsibility of the Bidder to have received all Addenda issued (it is recommended to check online at <https://lanarkcounty.bidsandtenders.ca/> prior to submission and the deadline for issuance of addenda (per above) that any and all addenda have been reviewed).

Bidders shall acknowledge receipt of any addendum through the Bidding System by checking a box for each addendum and any applicable attachment.

*Please note if an addendum is issued after a bid has been submitted, the bidding system will WITHDRAW the bid submission and the status will change to incomplete. The bidder will need to review the status change in "My Bid" section of the bidding system and the bidder will be responsible for: making any required adjustments to their bid, acknowledge the addenda and ensure the bid is re-submitted by the tender submission deadline per section 1.1.

1.15 Documents to be received after Award

Within ten (10) calendar days of Notification of Award, in email, the successful Bidder will execute the Contract Agreement and furnish the following documents:

- Contract Agreement
- Certificates / proof of insurance
- Performance Bond for 100% of the Tender including HST
- Labour and Materials Payment Bond for 50% of the Tender including HST
- Contractor's Project Manager and emergency contact information
- Detailed construction schedule and project execution plan
- Site-specific health and safety plan, fall protection plan, shutdown plan and hoisting/staging plan
- Designated substances plan and abatement procedures, where applicable
- Permits and applications required to commence work, including ESA and other authority submissions as applicable
- Submittal schedule, commissioning plan and closeout documentation plan

Failure by the successful Bidder to meet the above requirements will entitle the Lanark County Housing Corporation (LCHC) to cancel the award of the Contract and to retain the Bid deposit as compensation for damages sustained due to the successful Bidder's default. The Lanark County Housing Corporation (LCHC) may then award the Contract to one of the other Bidders or to take such other action as he chooses.

1.16 Tender Opening

Tenders will be opened as soon after the Tender Submission Deadline as feasible. There will be no public tender opening.

1.17 Release of Tender Results

“Unconfirmed Tender Results” will be posted on the County’s Website (www.lanarkcounty.ca) within 24 hours after the Tender Opening.

1.18 Tender Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with The Corporation of the County of Lanark’s Policy for the Procurement of Goods and Services, By-Law No. 2023-45, which is available on the County’s Website (www.lanarkcounty.ca).

1.19 Evaluation and Bid Acceptance

The Bidder acknowledges that Request for Tenders will be evaluated on the following basis:

- (a) Lanark County Housing Corporation (LCHC) shall have the right to reject any or all Request for Tenders for any reason, or to accept any Tender, which the County in its sole unfettered discretion deems most advantageous to itself. The lowest or any Tenders will not necessarily be accepted, and Lanark County Housing Corporation (LCHC) shall have the unfettered right to:
 - i. accept a non-compliant Request for Tender;
 - ii. accept a Request for Tender which is not the lowest Request for Tender; and
 - iii. reject a Request for Tender that is the lowest bid even if it is the only Request for Tender received.
- (b) Lanark County Housing Corporation (LCHC) reserves the right to consider during the evaluation of Requests for Tenders all or some of the following criteria in assessing a Request for Tender, none of which shall be binding on Lanark County Housing Corporation (LCHC):
 - i. information provided in the Request for Tender document itself, including but not limited to, information relating to the Bidder’s understanding of the project, quality of submission, cost savings, process improvements for the County, project schedule and cost;
 - ii. information provided in response to enquiries of credit and industry references set out in the Request for Tender;
 - iii. past performance in the provision of services to the County or local Municipalities within the County;
 - iv. information received in response to enquiries made by the County of third parties apart from those disclosed in the Request for Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;

- v. the manner in which the Bidder provides services to others;
 - vi. the experience and qualification of the Bidder's senior management and project management;
 - vii. the compliance of the Bidder with the County's requirements and specifications;
 - viii. innovative approaches proposed by the Bidder in the Request for Tender; and,
 - ix. Lanark County Housing Corporation (LCHC)'s policies relating to Tendering and issuing Contracts to Third Parties.
- (c) Lanark County Housing Corporation (LCHC) may rely upon the criteria which Lanark County Housing Corporation (LCHC) deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges Lanark County Housing Corporation (LCHC)'s rights under this Section and absolutely waives any right, or cause of action against Lanark County Housing Corporation (LCHC) and its consultants, by reason of Lanark County Housing Corporation (LCHC)'s failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- (d) The Bidder acknowledges and agrees that Lanark County Housing Corporation (LCHC) will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Bidder as a result, or arising out of submitting a Request for Tender for the proposed Contract or due to Lanark County Housing Corporation (LCHC)'s acceptance or non-acceptance of their Request for Tender.
- (e) Requests for Tenders which are incomplete, conditional, or obscure, or which contract additions not called for, alterations, or irregularities of any kind, may be rejected as informal.
- (f) Each item in the Request for Tender shall be a reasonable price for such item. Under no circumstances will an unbalanced Request for Tender be considered. Lanark County Housing Corporation (LCHC) will be the sole judge of such matters and should any Request for Tender be considered to be unbalanced, then it will be rejected by Lanark County Housing Corporation (LCHC).
- (g) The lump sum price or prices quoted in the Request for Tender shall include the furnishing of all materials, supplies and equipment and providing of all labour, construction tools and equipment, utility, and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.
- (h) The acceptance of any Submission is subject to appropriate funding acceptable to Lanark County Housing Corporation (LCHC).

- (i) E-mail notification of a notice of award to the Bidder with the e-mail address given in the Submission shall constitute notice of acceptance of the Contract.
- (j) Lanark County Housing Corporation (LCHC) reserves the right to reject the Request for Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant, and experience to successfully prosecute and complete the Work in the specified time.

1.20 Local Municipal Work Included in Tender

If this Contract Document includes Schedule(s) of Work for a Municipality within Lanark County Housing Corporation (LCHC), Lanark County Housing Corporation (LCHC) hereby advises that the County will circulate the following documentation, relating to this RFT, to the applicable Municipality, following the opening of the bids:

- Document Takers List
- Bid Summary (as opened)
- Bid Summary Spreadsheet (confirming calculations)
- Tender Submission of the Bidder Lanark County Housing Corporation (LCHC) is recommending award to

Lanark County Housing Corporation (LCHC) will evaluate, award, administer, supervise, and make payments for the Schedule(s) of Work associated with Lanark County Housing Corporation (LCHC) only.

Local Municipal Councils and Staff will be responsible for:

- Ensuring the Tender Submission meets their Procurement By-Law and practices
- Evaluation, award, administration, supervision and making payments for the Schedule(s) of Work associated with their own Municipal Work

By submitting a Tender, the Bidder is acknowledging and accepting the requirement that they may be required to enter into Agreement(s) and provide various items to the local Municipality directly, including but not limited to:

- Contract Agreement
- Bonding
- Insurance, including naming the local Municipality as an Additional Insured
- Schedule of Work
- Personnel and Emergency Contact Lists

All items included in this Contract Document shall form part of the local Municipal Contract Agreement.

1.21 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the County.

1.22 Period for which Tenders are Irrevocable

The Bidder acknowledges that the submission of a Request of Tender constitutes an irrevocable offer to provide the goods and / or services described herein for a period of sixty (60) calendar days from the Tender Submission Deadline.

1.23 Bidder Not to Communicate With Media

A Bidder may not, at any time directly or indirectly, communicate with the media in relation to this RFT or any Agreement awarded pursuant to this RFT without first obtaining the written permission of the Lanark County Housing Corporation (LCHC) Contract Administrator.

SECTION 2 - GENERAL CONDITIONS

The Contractor is hereby notified that OPSS.MUNI 100 General Conditions of Contract, dated November 20, shall govern except as amended or extended herein:

GC1.04 - Definitions is amended by the addition of the following:

Wherever the words "County" or "Corporation" or "Owner" or "Lanark County Housing Corporation (LCHC)" appears in this Contract, it may be interpreted as meaning the "Lanark County Housing Corporation (LCHC)".

Wherever the word "Engineer" or "Contract Administrator" or "Director" or "Director Public Works" appears in this Contract, it shall be interpreted as meaning any officers as may be authorized by The Corporation of the County of Lanark Council to act in any capacity.

The definition of "Contract documents" is amended with the addition of the following:

Standard Specifications shall include Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD).

The text of all OPSS's and OPSD's are contained in the Manual Ontario Provincial Standards for Roads and Municipal Service: Volume 1 Specifications, Volume 2 Materials and Volume 3 Drawings.

GC3.04 - Emergency Situations is amended by the addition of the following:

The Contractor shall be responsible for maintenance and emergency situations at all times throughout the Contract. The name, address, and telephone number of a responsible official of the contracting firm shall be given to the County. This official shall be available, always, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the County, in case of emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever. Should the Contractor be unable to carry out immediate remedial measures required, the County will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

GC 3.06 - Extension of Contract Time is amended by the addition of the following:

Time shall be of the essence of this Contract.

The anticipated start date and completion date of the Contract is shown in Section 1.1 of the Contract documents.

An earlier starting date may be allowed, but only with written permission from the County.

If the completion date is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week, on a single daylight shift basis, it is expected that additional and / or augmented daylight shifts will be required, throughout the life of the Contract, to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the limit specified. No additional compensation will be allowed, therefore.

Any extension of time that may be granted to the Contractor shall be so granted and accepted, without prejudice, to any rights of the County, whatsoever, under this Contract and all such rights shall continue in full force and effect, after the time limited in this Contract, for the completion of the Work and whenever in this Contract power or authority is given to the County or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the Work or Contract, or any portion thereof, such contingencies, before the time limited in this Contract, for the completion of the Work, but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the Work under an extension of time granted by the County.

In the event of the County granting an extension of time, time shall continue to be deemed of the essence for this Contract.

All Bonds or other Surety furnished to the County by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extensions of time granted, and the Contractor shall furnish the County with evidence of such amendment of the Bonds or other Surety.

GC3.07 - Delays is amended by the addition of the following:

The Contractor is hereby specifically notified that any loss or damage to the Work caused by the action of the elements, including severe rainstorms, windstorms, or any other unforeseen circumstances, shall be sustained and borne by the Contractor at his own expense. All material and additional Work required, to make good any loss or damage to Work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

GC3.08 - Assignment of Contract is amended by the addition of the following:

If the County agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Contractor, and under no circumstances will the County be responsible for these costs.

GC3.12 - Use and Occupancy of the Work Prior to Substantial Performance is amended by the addition of the following:

The Owner hereby provides notice to the Contractor that the County will use the Work or any part thereof throughout the duration of the Contract prior to Substantial Performance and no further written notice will be provided.

GC4.01 - Working Area is amended by the addition of the following:

Site Selection Notification for Material Managed as Disposable Fill - Prior to the disposal of any material, outside the Contract limits, the Contractor is required to obtain a completed Form OPSF 180-1 or OPSF 180-2, in accordance with OPSS 180.

Property Owner Release - Upon completion of the Contract, the Contractor shall provide the County with a copy of Form OPSF 180-3, signed by each property owner upon whose land the Contractor has entered for any purpose, in accordance with OPSS 180.

Final payment will not be released to the Contractor until all the applicable forms, as noted herein, have been received by the County.

GC6.01 - Protection of Work, Persons and Property is amended by the addition of the following:

The failure of the County to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

GC6.03 - Contractor's Insurance is amended as follows:

Clarification: When naming of an **additional insured** is required throughout GC6.03 the following shall be named: "The Corporation of the County of Lanark".

GC 6.03.01 General is amended as follows:

- .01 Without restricting the generality of subsection GC6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses:
 - GC 6.03.02 - Commercial General Liability Insurance
 - GC 6.03.03 - Automobile Liability Insurance
 - GC 6.03.06 - Contractor's Equipment Insurance.

The remainder of GC 6.03.01 shall remain as per the OPSS.MUNI 100.

GC6.03.02.01 Commercial General Liability Insurance is amended as follows:

- .01 Commercial General liability insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$25,000. The form of this insurance shall be the Insurance Bureau of Canada Form IBC 2100 or better.

The remainder of GC 6.03.02 shall remain as per the OPSS.MUNI 100.

GC6.04 - Bonding is amended by the addition of the following:

Bidders must include an Agreement to Bond completed by their Bonding Company, and it must be submitted with their Tender, to validate their bid.

A Performance Bond for one hundred percent (100%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, within ten (10) calendar days of Notification of Award, in writing, of the Contract.

A Labour and Materials Bond for fifty percent (50%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, within ten (10) calendar days of Notification of Award, in writing, of the Contract. **GC7.01.04.02 - Compliance with the Occupational Health and Safety Act** is amended by the addition of the following:

The County is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Contractor's agents and others on our premises.

Accordingly, all Bidders shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards, consistent with applicable legislation, and with the County's health and safety policies and requirements. The County's Health and Safety Contractor Program can be obtained from the County's Website at <http://www.lanarkcounty.ca/Page1884.aspx>.
- (b) Complete and submit, with their bid, the Occupational Health and Safety Statutory Declaration (bound herein).
- (c) The successful Bidder shall provide a copy of their Company's Health and Safety Policy, which is current within 24 months, upon request.

The Contractor assumes full responsibility for conforming to all legislation regarding the safety of his employees and the public on this Contract and all notices required to comply with the legislation. **The Contractor will be deemed to be the "Constructor" for the duration of this Contract.**

GC7.01.07 - Schedule is amended by the addition of the following:

The Contractor shall prepare a Contractor's Schedule of Work, in a form satisfactory to the Owner. The Contractor's Schedule of Work will be submitted to the County, a minimum of 10 calendar days prior to the commencement of the Contract.

GC7.03- Working Area is amended by the addition of the following:

The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which his Work is being carried out. The Contractor will supply and apply calcium chloride, when it is deemed necessary by the County, within the limits of the Contract.

Where the Work requires sawing of asphalt or sawing or grinding of concrete, blades or grinders of the wet type shall be used, together with sufficient quantities of water, to prevent the incidence of dust.

The Contractor shall maintain the Working Area in a tidy and safe condition outside of working

hours (i.e. on weekends, holidays, and days of inclement weather).

Working Hours - Within the Contract limits, the road shall be open to two-way traffic from one half hour before sunset to one half hour after sunrise.

Contractor's Supply of Construction Signs - In accordance with the Contract Documents, the Contractor is responsible for the supply, erection, maintenance, and the subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the Work. Additional maintenance shall include a minimum of two inspections per day of all signs, delineators, barricades, lanterns and flashing lights. These inspections shall occur at least once in the morning and once in the evening.

Traffic controls shall be provided in accordance with the latest edition of the MTO Publication *Book 7 - Ontario Traffic Manual Temporary Conditions Field Edition*.

Traffic controls shall be operational before Work affecting traffic begins. In addition to the installation of the signs, the Contractor will patrol twice daily, once in the a.m. and once in the p.m. and record time, person patrolling, signs missing, signs replaced, and changes made to the signs.

Accessibility Customer Service - Lanark County Housing Corporation (LCHC) is committed to providing customer service that respects and promotes the dignity and independence of people with disabilities. Contractors shall ensure that their operations conform with the County's Accessibility - Customer Service Standards Policy, a copy of which can be obtained from the County's Website at <http://www.lanarkcounty.ca/Page1884.aspx>.

The Contractor shall ensure that their Staff has been trained, in accordance with the requirements of the *Accessibility for Ontarians with Disabilities Act*. The Contractor is responsible for informing the County of any planned or unexpected activity which impacts County facilities or services that are used by people with disabilities i.e., sidewalks on road closures. Every effort will be made to provide the public with advance notice of such disruptions.

GC7.13 - Obstructions is amended by the addition of the following:

It is the responsibility of the Contractor to investigate the location of and assume all liability for damage to all utilities, services, and structures, whether above or below grade, before commencing and during the Work. Such information is not necessarily shown in the Drawings and where shown, accuracy cannot be guaranteed. Information on the removal or relocation of the utilities, restrictions of blasting operations, etc., may be obtained from the utility company concerned.

GC7.14 - Limitations of Operations is amended by the addition of the following:

Where the Contractor works with the County's approval on **Saturday, Sunday or Statutory Holiday**, the Contractor shall pay to the County any costs incurred by the County for providing the Supervisory Staff deemed necessary by the County.

GC7.16 - Warranty is amended by the addition of the following:

Unless otherwise specified in the contract documents the warranty period shall be for a period of twenty-four (24) months.

GC8.02 - Payment

The County agrees to pay the Contractor, in lawful money of Canada, for the performance of the Work of each item, subject to additions and deductions as provided in the General Conditions of the Contract, at the unit prices set out in the Schedule of Items and Prices, as described in the Tender Form.

Compensation for Work performed, or materials received, which were not specified in the Contract, will only be made if the Contractor has obtained written approval, prior to the commencement of the said Works, from the County by means of a Contract Change Order.

Cut-off will occur on the last day of each calendar month, unless otherwise agreed upon in writing by the Contractor and the County. The County shall prepare a written estimate of the value of Works incorporated in the Contract up to the cut-off date. The County shall, by the 10th day after the cut-off date, issue in favour of, and circulate to, the Contractor, a Certificate for ninety percent (90%) of the value of Works incorporated in the Contract up to the cut-off date, as estimated by the County, less the aggregate of previous payments. **The Contractor shall invoice the County, the amount as identified on the Certificate, within 7 days of receipt of the Certificate.** Conditional upon receipt of a proper invoice, payment will be made within twenty-eight (28) days of the cut-off date.

Payment by the County, of the ten (10%) percent holdback, shall be made following receipt of the following and after sixty (60) days have elapsed from the date of publication of the Certificate of Substantial Performance:

- a) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- b) A Statutory Declaration, completed by a signing officer of the company, in a form satisfactory to the County, that all liabilities incurred by the Contractor and his Subcontractors, in carrying out the Contract, have been paid and that there are no liens, garnishes or attachments of claims relating to the Work.
- c) Releases, as required under this Contract.
- d) Proof of Publication of the Certificate of Substantial Performance

GC8.02.08 - Taxes is amended by the addition of the following:

Harmonized Sales Tax (HST) will be paid in addition to the Total Tender Price submitted at the applicable rate on applicable items.

GC8.02.09 - Liquidated Damages is amended by the addition of the following:

It is agreed by the parties in the Contract that in case all Work called for under the Contract is not finished or completed, within the date as set forth in the Contract, damage will be sustained by the County and that it is said, will be impracticable and extremely difficult to ascertain and determine the actual damage, which the County will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the County the sum of

Fifteen Hundred Dollars (\$1,500.00) for each and every calendar day delay in finishing the Work beyond the noted completion date, except Saturdays, Sundays and Statutory Holidays, and it is agreed that this amount is an estimate of the actual damage to the County, which will accrue during the period in excess of the prescribed completion date.

The County may deduct any amount due under this provision from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages, payable under this Paragraph, are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the County. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or any delays of Sub-Contractor's due to such causes.

SECTION 3 - PROJECT-SPECIFIC REQUIREMENTS

a) Building Occupancy, Access and Tenant Protection

The Work is in an existing occupied residential building. The Contractor shall coordinate access to suites and common areas with the County and building operator. The Contractor shall maintain safe public and tenant access, provide signage and barriers, protect furniture and finishes, clean daily, and reinstate occupied spaces at the end of each shift unless otherwise approved.

b) Shutdowns and Service Interruptions

Shutdowns of electrical, heating, cooling, domestic water, fire protection, controls, data/communications or other building systems require prior written approval. Provide a minimum of two (2) weeks notice for the main electrical switchboard shutdown and a minimum of 48 hours notice for all other planned shutdowns unless a longer period is stated in the drawings/specifications. Prolonged shutdowns will not be permitted when weather is projected below 15°C during the anticipated length of shutdown unless specifically authorized.

c) Electrical Work

Electrical work includes, without limitation, new 1200A, switchboard, integrated digital metering, electrical panels, EV charging stations, exterior lighting, parking lot lighting, lighting controls, suite and common area lighting, mechanical equipment connections, generator/control coordination where applicable, demolition of co-generation system, circuit directories, labels, ESA inspection, testing and commissioning.

d) Mechanical Work

Mechanical work includes, without limitation, open-loop ground-water-source heat pump system, pumps, heat pumps, pumps, tanks, filters, fan coils, piping, controls, condensate connections, plumbing allowance, demolition of co-generation equipment and wall-mounted

non-functional boiler, reconnection of existing gas boiler as backup, testing, balancing, flushing, cleaning, commissioning, seasonal changeover instructions and training.

e) Roofing and Architectural Work

Roofing work includes replacement of all roof areas in full. Remove existing membrane, insulation, vapour barrier, ballast and flashings down to concrete deck. Maintain watertight conditions at all times and remove only what can be replaced the same day. Install self-adhered SBS vapour barrier, insulation, tapered insulation, composite protection board, torch-applied SBS cap sheet, flashings, sheet metal, drains, stack jacks, scuppers, sealants and rough carpentry as shown. Protect building operations and maintain interior conditions required by the drawings.

f) Solar PV and Structural Work

PV work includes a roof-mounted system indicated as approximately 58.28 kW DC and 60 kW AC, including 94 modules, one 60 kW inverter, racking, AC and DC wiring, disconnects, digital metering, labels, roof supports, cable trays, utility/ESA coordination, testing and commissioning. The Contractor shall provide engineer-sealed structural and seismic design for racking, anchorage, cable tray/supports and equipment supports where required. Coordinate roof membrane protection and maintain required setbacks and access.

g) Shop Drawings and Submittals

Submit electronic PDF shop drawings and data sheets before fabrication or delivery. Shop drawings shall be reviewed by the Contractor before submission and shall include all coordination information necessary for a complete installation. Required submittals include, at minimum, roofing system, sheet metal, drains, roof accessories, PV modules, inverter, racking, structural/seismic design, guardrails, switchboard, panels, breakers, EVSE, luminaires, lighting controls, mechanical equipment, pumps, tanks, valves, controls, fan coils, metering, firestopping, access panels, pipe supports, designated substances procedures and commissioning/testing forms.

h) As-Built Drawings, O&M Manuals and Training

Maintain marked-up as-built drawings on site and update them daily. Submit final as-built drawings, O&M manuals, warranties, permits, ESA certificates, Hydro One documents, commissioning reports, TAB reports, flushing/cleaning certificates, seismic letters, firestopping records, designated substance disposal records and training materials before final payment. Provide owner training for mechanical systems, controls, PV system, EVSE, lighting controls, seasonal heat pump changeover and emergency procedures.

SECTION 4 - ENVIRONMENTAL, SAFETY AND BUILDING-SPECIFIC REQUIREMENTS

a) General Environmental Protection

The Contractor is responsible for protection of people, property and the natural environment from impacts and damage resulting from the Work. Environmental protection shall comply with approvals, permits, exemptions, reports and clearances provided by the Owner or procured by the Contractor. The Contractor shall control sediment, dust, noise, vibration, odours, chemical emissions, water discharge, invasive species spread, waste handling and interference with local access and building operations.

b) Spill Prevention and Response

The Contractor shall submit a Spill Prevention and Response Contingency Plan no less than seven (7) days before starting Work. The plan shall address storage, refuelling, glycol handling, drilling/well work, flushing/cleaning chemicals, roofing materials, adhesives, fuels, lubricants and emergency spill kits. Equipment refuelling and maintenance shall be managed to prevent deleterious substances from entering drains, waterbodies, soil or the building.

c) Designated Substances

Designated substances are identified in the tender drawings/specifications as present throughout the building, including asbestos in wall compounds, ceiling compounds and floor tiles, as well as lead paint. The Contractor shall review the Owner's designated substances report before commencing work, take all required precautions, obtain approvals for procedures before disturbing suspect materials, and dispose of waste at an accredited facility. Formal disposal documentation shall be included in the O&M manual.

d) Roof and Fall Protection

All personnel working on roofs shall use fall protection in accordance with applicable legislation, CSA standards and the Contractor's site-specific fall protection plan. Existing roof anchors shall be verified for condition and certification before use. Where freestanding guardrail systems are provided, they shall be installed in accordance with manufacturer instructions and inspected/certified by a professional engineer at completion.

e) Geothermal / Well and Water-Related Permits

The Contractor shall obtain and pay for permits, applications, sampling, approvals and documentation required for the open-loop geothermal system, including Permit to Take Water, Environmental Compliance Approval for sewage works, and any other approvals required for source/injection wells and discharge/re-injection. Coordinate with the County, Consultant and authorities having jurisdiction before starting well or water-related work.

f) Firestopping and Rated Assemblies

Maintain the integrity of fire separations. All penetrations through fire-rated assemblies shall be firestopped and smoke sealed using ULC-listed systems matching the required rating. The

Contractor shall photograph and label firestopped penetrations and include records in the closeout documentation.

g) Clean Equipment and Invasive Species

Machinery and equipment shall arrive on site clean and free of fluid leaks, invasive species and noxious weeds. Equipment shall be inspected and cleaned where visible dirt, mud, seeds or plant material are present. Cleaning shall be performed in an area with good drainage and at least 30 m away from any waterbody where practicable.

SECTION 5 - SPECIAL PROVISIONS - GENERAL

For the purpose of this Special Provision, the following definitions apply:

Canadian-Made Good(s) means a good that meets any one of the following criteria

- a) Is wholly manufactured or originating in Canada;
- b) At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada; or
- c) Is labelled as "Made in Canada" or "Product of Canada".

Canadian Service(s) means a service wholly provided by individuals (natural persons) based in Canada.

Ontario-Made Good(s) means a good that meets any one of the following criteria:

- a) It is wholly manufactured or originating in Ontario, or
- b) At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

Ontario Service(s) means a service wholly provided by individuals (natural persons) based in Ontario.

SUBMISSION REQUIREMENTS

Bidders shall complete and submit the following:

- a) Domestic Supply Chain Plan: bidders shall complete the source for each of the goods and services listed as provided on Bids and Tenders.

- b) Declaration of Ontario or Canadian-Made Goods and Services: bidders shall confirm that not less than 51% of the total bid value is Ontario or Canadian-Made Goods and Services.
- c) If less than 51% of the total bid value is Ontario or Canadian-Made Goods and Services, then the Bid is considered non-compliant.

The completed Domestic Supply Chain Plan and Declaration shall be submitted, through Bids and Tenders

The County, in its sole discretion, shall have the right to reject any bid in the event that it determines:

- a) A bidder has made a misrepresentation regarding the requirements of this Special Provision; and/or
- b) A bidder fails to submit the declaration as noted above; and/or
- c) A bidder fails to submit the Domestic Supply Chain Plan.

Contractor Requirements

Throughout the Contract the Contractor shall submit updated Domestic Supply Chain Plans with any supply chain changes prior to the goods and services being delivered to the site, ensuring that not less than 51% of the total bid value is Ontario or Canadian-Made goods and services. Failure to maintain and submit updated Domestic Supply Chain Plans throughout the Contract may result in administrative action.

APPENDIX A - DRAWING AND SPECIFICATION LIST

The following list is based on the enclosed tender review documents and shall be confirmed against the final drawing index posted on Bids & Tenders.

Discipline	Document / Drawing Series
Architectural / Roofing	S-1, RP-1, D-1, D-2, D-3
Electrical	E000, E001, E002, E003, E100, E200, E300, E301, E400
Solar PV / Structural	PV E001, S001, E101, E601, S400
Mechanical	M001, M002, M003, M101, M201, M202, M302, M501, M502, M601, M701, M702

APPENDIX B - DESIGNATED SUBSTANCES REPORT

The Designated Substances Report is included as Appendix B and forms part of the Tender Documents. The Contractor shall review the Designated Substances Report prior to submitting a Tender and shall include all costs, coordination, protection measures, removals, handling, disposal, and documentation required to complete the Work in accordance with the report, applicable legislation, and the Contract Documents.

Where designated substances or suspected designated substances are encountered during the Work, the Contractor shall notify the Owner and Contract Administrator immediately and shall not disturb the material until appropriate procedures, approvals, and controls are in place.

APPENDIX C - SUPPLEMENTAL INFORMATION

The following supplemental information forms part of the tender documents and is provided to clarify the design intent, contractor scope, equipment requirements, and coordination requirements. This information shall be read in conjunction with the drawings and specifications.

1. Heat Pump - Operating Pressure and CRN

The heat pump system is designed to operate at a pressure exceeding 15 psi. Accordingly, a Canadian Registration Number (CRN) shall be provided where required by the applicable regulatory requirements.

An alternative design maintaining the applicable system pressure below 15 psi may be proposed by the Contractor, subject to review and acceptance by the Consultant and compliance with all applicable codes and regulatory requirements. Unless an alternative is accepted, the design intent is for the system to operate above 15 psi.

2. Heat Pump - Equivalent Manufacturer

Verano is an accepted equivalent manufacturer, subject to the proposed equipment meeting all specified performance, dimensional, control, installation, certification, and coordination requirements.

Acceptance of the manufacturer does not relieve the Contractor from demonstrating compliance with the Contract Documents.

3. Solar PV - Switchboard Interconnection

The solar PV interconnection to the new switchboard has been incorporated into the design. The installation shall comply with OESC Rule 64-112 and all other applicable OESC requirements, including requirements associated with busbar loading, overcurrent protection, and the PV backfeed connection.

The Contractor shall verify the final interconnection arrangement based on the equipment being supplied and coordinate any required modifications through the construction-phase shop drawing and detailed design process.

4. Solar PV - Electrical Metering

Digital metering specifically associated with the solar PV system is included in the PV Contractor's scope.

All other metering indicated on the single-line diagram and electrical drawings is included in the Electrical Contractor's scope.

Metering equipment shall be Industry Canada-approved and revenue grade, where applicable. The Contractors shall coordinate the required current and voltage sensing/taps, metering interfaces, and associated connections based on the final equipment selected.

5. Solar PV - String Sizing and Layout

The PV string arrangement shown in the Contract Documents is based on the design information available at the time of tender and may require adjustment based on the final PV module and inverter selections.

The PV Contractor is responsible for completing and coordinating the final string sizing and layout as part of the construction-phase detailed/delegated design. The final configuration shall comply with all applicable OESC requirements, including OESC Rule 64-202.

Any revisions shall maintain the specified system performance and shall be submitted to the Consultant for review.

6. Solar PV - DC Voltage Loss

Disregard references to a 1.5% maximum DC connection voltage loss.

The maximum allowable DC connection voltage loss shall be 2%.

7. Solar PV - Equivalent Module

The Canadian Solar CS6.2-66TB-620H PV module is an accepted equivalent, subject to meeting all specified performance, electrical, dimensional, structural, installation, certification, and warranty requirements.

Acceptance of the module does not relieve the Contractor from coordinating the final string configuration, inverter compatibility, structural requirements, mounting system, electrical characteristics, or other requirements of the Contract Documents.

8. Solar PV - Switchboard Breaker and Interconnection Scope

All breakers, terminations, and associated work within the new switchboard, including the 225 A interconnection breaker for the solar PV connection, are included in the Electrical Contractor's scope.

The PV Contractor shall coordinate with the Electrical Contractor during the construction and detailed design phases to confirm final interconnection requirements and incorporate revisions resulting from finalized equipment selections or delegated design.

9. Solar PV - Rapid Shutdown

Rapid-shutdown equipment shall be provided where required by the final system configuration and applicable code requirements.

The PV Contractor is responsible for confirming the applicable requirements under OESC Rule 64-218 and providing all equipment, controls, wiring, coordination, and associated components necessary to achieve compliance.

10. Solar PV - Utility Coordination

No Connection Impact Assessment has been completed, and no preliminary consultation or application has been undertaken with the serving utility.

The Contractor shall include all required utility coordination, applications, submissions, supporting technical information, and associated activities necessary for the proposed solar PV interconnection, where applicable.

11. Hydronic Piping - Grooved Mechanical Couplings

Victaulic grooved mechanical couplings and fittings are accepted as an alternative to welded joints for the hydronic piping.

Grooved piping systems, couplings, fittings, gaskets, and associated components shall be suitable for the applicable system pressure and temperature and shall comply with the Contract Documents, manufacturer's installation requirements, and all applicable codes and standards.