Getting procurement right
Robertson Simmons Architects share insights on choosing construction delivery methods

The best-value business model procurement system comes to Canada
Answering subcontractors’ RFP questions

Six prequalification truths
Procurement is changing—and with it, contractors must also change. Let me explain what I mean by that. Twenty or thirty years ago, the market for construction services was largely dominated by design-bid-build projects. We checked plans, we calculated prices, we submitted bids and the lowest among us usually carried the job. Yes, design-build projects occasionally came up, as did some early forms of construction and project management. But largely, we all played by the rules of design-bid-build.

Fast forward to today, and the market for our services is, I’d say, far more sophisticated. Of course, design-bid-build still dominates (will it ever go away?), but procurement methods are changing. They’re becoming more demanding, more sophisticated and increasingly innovative. And I daresay changes on all those fronts are due to owners trying to squeeze as much value out of their dollars as possible. Think back to the late 1990s when the public-private-partnership first appeared in Ontario. Large and small contractors were scrambling to understand what effects this change would have on the public procurement landscape. Today, the P3 is the method preferred by the province’s infrastructure procurement agency.

Bundling, too has come to the forefront of the industry. And why not? Surely it makes sense that owners wishing to build a series of similar projects across a relatively small geographic footprint award those projects in a single package to ensure their construction teams are properly assembled and intimately familiar with the fine details of assembling those buildings. The list of changes goes on: joint ventures, integrated project delivery and lean construction all promise their own particular benefits over other methods. Too, the Canadian market is becoming increasingly attractive to foreign conglomerates. For years, Canada has shown itself to be well positioned to weather global economic storms, while offering a stable, predictable and relatively easy environment in which to build and do business. (It doesn’t hurt that we also boast a wealth of natural resources that countries everywhere are falling over themselves to obtain.)

What does all this mean for you and me? It means that the old days of earning a good living off passively receiving plans and pricing jobs has passed us by. It’s true that design-bid-build isn’t going anywhere any time soon, but more and more construction buyers are moving away from that model to ones that consider more than just price. Such new procurement arrangements require new thinking, and new ways of rising to challenges. If your company isn’t already, it should be thinking of ways to break into the construction management, joint venture or even P3 markets. The time has come.

By the way, on a final note, I for one think it’s good that our industry is steering away from staid traditional procurement methods. We are flooded with a wealth of talent and ideas. Let’s stretch those minds by asking more of them and demanding that they respond in new ways to the changing face of procurement. ■

For years, Canada has shown itself to be well positioned to weather global economic storms, while offering a stable, predictable and relatively easy environment in which to build and do business.
New ideas, new opportunities

If you’ve read Gary’s article, you’ll understand the extent to which construction procurement is changing. Gone are the days when design-bid-build ruled the roost. Contractors are being called upon to think up new ways to respond to new challenges from clients. Before you dismiss this as a trend that’s affecting only the largest contractors in town, let me tell you that the market is changing for all of us. Now, more than ever, medium-sized and even small contractors are being called on to wrap their heads around new procurement methods such as P3s, bundling and construction management.

Like Gary, I think that’s a good thing. Our industry is blooming with great talent that is sometimes underserved by the limitations of traditional contracting methods. Being pushed to try new things is the only way we grow our abilities and strengthen our skills.

Happily, the other piece of good news is that the GVCA is here to help. Our education program is loaded with courses that instruct business owners and key employees on fundamental ideas such as blueprint reading and complex ideas such as advanced applications of building information modeling. Our programs are taught by experts who understand these core issues and can steer you on the path to understanding highly complex issues. What’s more, they’re set up to be digestible. We understand that you likely don’t have a free day or two in your calendar to spend at our offices, so we break the longer, more complicated seminars into smaller chunks. That way, you can dive deep in class, get back to the job site and come back to the seminar a few days later after you’ve had a chance to think about the class material.

One of the seminars I’d urge you to consider is our Introduction to Lean Construction. The idea of lean was born in manufacturing and it has helped improve outcomes in the automotive industry in particular. Lean is now working its way into construction with surprising results. Our 2.5 hour seminar on November 25 will introduce you to lean and give you some ideas about how to begin implementing lean practices in your business.

Opportunities for growth and development are everywhere. As our procurement landscape changes, we must adapt. The GVCA is here to help members of all shapes, sizes and disciplines respond to new challenges and be as successful as possible in all aspects of their businesses.

MESSAGE FROM THE PRESIDENT

Martha George, GSC

Rent it here.
From the biggest machines to the smallest tools, all it takes is one call to Battlefield Equipment and it’s done.
What happens when a contractor makes a mistake in a competitive bidding process? Can a contractor withdraw a mistaken bid? Can an owner accept a mistaken bid?

As a general rule, a contractor cannot withdraw a mistaken bid and an owner cannot accept a mistaken bid where the effect of the mistake is to make it unclear what price the contractor intended to bid.

A mistake of math

In legal terms, *The Queen (Ont.) v. Ron Engineering* is the leading case serving as a guide for other decisions. In *Ron Engineering*, the contractor was prohibited from withdrawing a mistaken bid.

This is how the dispute arose: the Crown called for tenders for construction of a sewage treatment plant. The contractor, Ron Engineering, submitted a bid. The contractor made an error in addition, and the bid was too low. Except for the low price, there was no indication of the error. An employee of the contractor was present when the bids were opened. She immediately suspected that there was a mistake because the bid was much lower than the next lowest bid. The contractor sent a letter to the Crown that day advising it of the error and asking to withdraw its bid.

The Crown accepted the contractor’s bid anyway. The Supreme Court of Canada ruled that the contractor could not withdraw the bid, and the Crown was at liberty to accept the bid in spite of the error.

A different point of view

But the decision in *Ron Engineering* doesn’t always apply. In *Ottawa (City) Non-Profit Housing Corp. v. Canvar Construction (1991) Inc.*, the contractor was permitted to withdraw a mistaken bid.

Here’s what transpired: Vying for a City of Ottawa project, Canvar Construction made an error in its bid. The tender price and the five percent bid bond did not match. It was unclear whether the intended bid price was the tender price as shown, or what the price would have been based on the five percent bid bond. The owner purported to accept the lower price. The contractor refused to perform the work at that price.

The Ontario Court of Appeal ruled that the contractor was allowed to withdraw its bid. The Court distinguished Canvar’s situation from the *Ron Engineering* case because
Canvar’s error made it unclear on the face of the bid what price the contractor intended to bid.

**Right information, wrong place**
In *Maystar General Contractors Inc. v. The Corporation of the Town of Newmarket*, the same principle applied, although in different circumstances. In *Maystar*, a losing bidder objected when the owner accepted another bid with an allegedly unclear bid price.


On its face, the Maystar bid was lower than the Bondfield bid. However, another line on the Bondfield bid showed that its bid was $33,000,528 inclusive of taxes.

Bondfield said the lower amount was the correct one and pressed the Town to accept the Bondfield bid. The town permitted Bondfield to “correct” its bid and then accepted that bid.

Maystar sued Newmarket.

The Court of Appeal agreed with Maystar. The town was only permitted to accept compliant bids. An uncertain bid is a non-compliant bid. The Bondfield bid was non-compliant because it was impossible to know what price the company intended to bid. The town was prohibited from accepting the Bondfield bid.

The *Ron Engineering, Canvar*, and *Maystar* cases all illustrate the general rule that a bid is non-compliant when a mistake makes it unclear what price the contractor intended to bid. A contractor can withdraw a non-compliant bid, and an owner is prohibited from accepting a non-compliant bid.

The take-away is this: If you are going to make a mistake in a bid, make it a doozy.

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This article was written by Edward Dreyer and Christopher Clemmer, lawyers in the Construction Litigation Group at Madorin, Snyder LLP. Contact them at edreyer@kw-law.com and cclemmer@kw-law.com.

The information contained in this article is provided for general information purposes only and does not constitute legal or other professional advice. Reading this article does not create a lawyer-client relationship. Readers are advised to seek specific legal advice in relation to any decision or course of action contemplated.
In many industries, social media still feels new, untested. But two out of three Canadians use it every day, so you can bet your clients and prospective customers do, too. It’s the absolute best platform to connect, communicate and converse. It has become so prominent in recent years that not only would it be imprudent to ignore such a valuable and wide-reaching resource, in certain circles, it would imply a lack of credibility.

Networking and marketing that would have taken weeks or months you can now do within seconds through Twitter, Facebook, Pinterest, Tumblr and Instagram, quickly catapulting your company’s brand into social relevance.

Social media has better analytics than any other communication platform out there. You can use it to understand how a targeted demographic responds to your content immediately. Watch how people share, like and spread your content in real time. No one liked your content? Accurately understand the reasons why and adjust your approach with future content. Your content went viral? Keep a record of how and why. Use that as a reference every time you engage.

Social media is a place to talk, to listen, to show your thinking in response to real conversations and real events. It’s not a soapbox. Not a PR wire. It’s a worldwide sharing of knowledge and ideas. A place where brands are built and respect is earned. Hundreds or thousands of people could be speaking about your company right now. A current, authentic, public conversation is happening and if you’re not in it, it’ll never be about you.

So how do you do it?

It depends entirely on you. How much time do you have to devote to this? How big is your organization? Be clear and consistent; just make sure everything you post shares the following qualities.

It’s native
Content is king. But context is paramount. You have to create perfect and distinct native content for every one of the multiple platforms you now have to use to cross-pollinate your brand and message. You would never run your static, outdoor billboard as a 30-second TV spot, so why would you Tweet something that should be pinned on Pinterest or liked on Facebook?

It doesn’t interrupt
People visit social platforms for different reasons. Maybe they use Instagram to escape, Twitter to learn, and Pinterest to curate their interests. Your message should not get in the way of those individual experiences, but add to it. Do this by creating content native to each platform so that they will consume and enjoy, then share and promote. If your target audience is on Facebook to be entertained during a 30-minute lunch break, you should aim to develop Facebook posts to entertain them.

It doesn’t make demands
Make content for your audience, not yourself. Be generous. Be informative. Be funny. Be inspiring. Above all, be human. Share wonderful moments and interesting facts. Recognize brilliance in others and celebrate your industry in a palatable and shareable way. Don’t ask people to read lengthy, boring reports. Don’t link to government websites and ask people to read further somewhere else. Instead, post human-interest stories, visually appealing infographics and lots of video content.
It's current
Learn what your audience is talking about, what matters to them and comment on it. Get into the conversation. Build that comfort, that rapport. Is it weird for a construction outfit to be talking about Justin Bieber? It may seem strange, but that level of engagement using pop culture is imperative. Don't limit yourself to your main area of expertise. Have intelligent, funny, unorthodox things to say about all sorts of topics, regardless of the subject. If you have opinions and care about the opinions of your audience, they will listen to you when it comes time to hear your message.

It's micro
Think of your content as micro-content: small, discrete nuggets of information, humour, commentary or inspiration that you reimagine every day as you respond to today’s culture, conversations and current events in real time and in a platform’s native language and format. Social media is constant. It's not a campaign. (Or if it is, it's a 365-day campaign.)

Implementation
Implementation is the backbone of social media. Many companies want their posts to “go viral,” but it is much more challenging to remain current, active and interesting. Many brands generate one or two big surges of social-media interest that usually die off shortly after the flash. A social implementation strategy ensures that your social media presence isn’t executed as a campaign, but as a critical, solid element of your organization that has as much value and receives as much attention as any other element of your brand.

This article was written by James Hanington, Managing Director of STIFF, the communications agency. He can be reached at james@stiff.ca.
Every employment relationship is a contract, whether it is written, verbal or a combination of both. When an employee is hired, the employer and employee make an economic exchange, which is in effect a contract regarding the employment terms and conditions.

A thorough employment agreement protects the employer and those acting on the employer’s behalf. Seek legal advice and specifically tailor agreements to apply to your business and its operations.

**Look to the legislation**

In an unwritten employment contract, various laws such as employment standards and human rights legislation cover the terms and conditions of employment. All contracts—written or not—must meet the minimum standards set out in legislation. The contracts must be valid at common law, which is the body of law that results from court decisions.

Over and above legislation, any promises an employer makes to an employee, such as the promise of a raise, or incentives documented in an employee handbook, for instance, may form part of the contract.

**The power of the job offer**

When you decide to hire a new employee, you make a verbal or written offer of employment. A job-offer letter serves as the legal basis for the employment relationship and is a valuable document during a dispute. A formalized offer letter confirms the details of the job offer negotiated with the successful candidate verbally, by email or in formal letters, or established through company policy, practices and procedures. This offer letter will accurately capture the intentions of the organization and clearly express them to the prospective employee.

Any employer can use a written contract for any non-union employee. Unionized employees are covered by the terms of a collective agreement negotiated between the union and the employer. Negotiated collective agreements, of course, are contracts between an employer and groups of employees (bargaining units), and are governed by the Labour Relations Act of a province or territory.
When to use written or unwritten contracts

In situations where the terms and conditions of employment vary little from legislated minimum employment standards, a written employment contract is usually unnecessary. A job-offer letter under those circumstances is sometimes a sufficient form of agreement.

Written employment contracts are a good idea, and in many cases, a necessity for employees whose terms and conditions of employment differ significantly from legislated minimums, such as an employee who is offered a senior or management position, or who will have access to confidential and/or proprietary information, which, if disclosed, could have a detrimental effect on the employer.

Five areas covered by contracts

Written employment contracts and job offers are frequently used to do specific things. They:

1. ensure there are no misunderstandings between the employer and employee about the terms and conditions of the employment relationship.
2. set a specific term of employment.
3. specify and detail the terms of separation.
4. protect an employer’s confidential and proprietary information and/or establish non-competition or non-solicitation restrictions on the employee in the event of termination.
5. detail pay structures including salaries, commissions, bonuses, profit sharing, and stock options.

The employer and employee must agree to the contract. If an employee signs a contract under coercion or duress, the employee could successfully challenge it in court. A best practice: give the employee time to get legal advice before he or she signs the contract or job-offer letter, and in the contract itself, reference the fact that the worker consulted legal counsel.

Termination clauses

One of the most important clauses in an employment contract is the one dealing with termination of employment. A contract without a termination clause would be subject to common law reasonable notice of termination if successfully challenged in court.

By clearly setting out termination provisions, the contract helps the employee understand behaviour expectations, the process of termination and the method for calculating notice and severance when that applies. Termination provisions also afford the employer certainty should termination be necessary.

It is advisable to include termination language for both “just cause” and other situations. The contract should define just cause broadly or refer to common law. Even with a contract, employers carry the burden of proving they had just cause to terminate the employee if challenged in court.

This article was written by Yosie Saint-Cyr LLB, Managing Editor, HRinfodesk, an online publication and database of payroll and employment law news, compliance and case commentaries for every jurisdiction in Canada published by First Reference. This article should not be relied upon as legal advice or opinions. The reader should always obtain legal advice from a qualified lawyer or other qualified professional, which will be responsive to the case or circumstance of the individual.
The drive toward e-procurement has been underway for years. It began with buyers allowing bidders to access documentation on websites. But contractors still had to fill out and submit bids by hand.

**A boon to small businesses**

True e-procurement such as the Best-Bidz system (see “The long road…” for details) is especially beneficial for small and mid-sized contractors looking to expand their geographic reach. A company headquartered in, say, Elmira can bid on jobs in Mississauga, Oshawa, Kingston, or anywhere, via the web. “The more opportunities they have to bid, the more jobs they have a chance at winning,” Bauld points out. He adds that e-procurement also enables specialty shops to expand the marketplace for their particular capabilities.

Bauld sees electronic documentation systems helping contractors ensure their submissions are complete. In the future, the technology will alert bidders if any information in their submissions is missing. Sometimes, information left out of a bid results in the buyer excluding the submitter’s offer. E-procurement could help reduce disqualifications.

**During his years as a buyer for the City of Hamilton, Stephen Bauld heard all sorts of reasons why bidders missed deadlines. Flat tire. Traffic was terrible. But the head of Purchasing Consultants International Inc. knows technology will put a stop to such complaints. “All those excuses evaporate when submissions require little more than a click of a mouse,” he says.**
Trust issues hold e-procurement back

Trust is a major stumbling block for e-procurement, says Bauld. Many construction company owners and managers question the security of electronic information exchange. What happens to bids if the purchaser’s location experiences a power failure and computer systems shut down? Will the bids make their way to the recipient’s email inbox? What’s to stop someone from intercepting and tampering with the bids, or from passing bid information on to a competitor?

“I don’t think I’ve talked to a contractor who has lost a bid and didn’t think there was some skullduggery involved,” Bauld says.

It will take time for contractors to trust e-procurement. But that isn’t the only challenge. Municipalities may be ideal e-procurement users, since towns, cities and other urban organizations generate a steady stream of infrastructure projects. Yet many municipal buyers are overburdened and have little time to investigate, implement and manage a new procurement platform. “It’s on their list of 500 things to do,” Bauld says.

He believes one landmark project could help solidify e-procurement’s place in construction. Defence Construction Canada (DCC) is conducting an e-procurement trial. Bauld says that if the outcome is positive, that test might convince other owners to embrace the technology.

A DCC spokesperson said the organization has nothing to report at this time.

Still, Bauld predicts a high-tech shift is about to happen. “I would say that the majority of government agencies, municipalities and Crown corporations will be doing true e-procurement in next five years,” he says.

The long road to e-procurement turns a corner

Construction associations across Ontario aren’t waiting for e-procurement to happen—they’re making it happen. Organizations including the Grand Valley Construction Association have put their high-tech heads together to create BestBidz, an online data exchange system where buyers, vendors and construction specialists can share information and get jobs tendered.

BestBidz’s Electronic Plans Room enables owners and contractors to disseminate plans and specifications. Contractors and subcontractors can also list their companies as bidders.

A separate module, BestBidz On Demand, gives contractors access to invitation-to-bid tools to reach potential subcontractors. A built-in prequalification system lets contractors check subcontractors’ credentials. Electronic bonding affords access to a number of bonding agents, all online. And the system provides practical reports. “You can tell right away whether you need additional bidders for masonry, carpentry, or concrete,” says GVCA plans room manager Mike Murray. “The system shows you who’s bidding, who’s not bidding and if you’ll have to go out and look for more trades.”

“What’s more, the trades-management database contains all of the subtrades listed in the system,” he says. “So if you’re working in the north, you can find masons there and invite them to bid.”

Access is free to general contractors. Subcontractors normally pay $10 a month, but until March, the GVCA is offering access to subcontractors for free.

Soon, owners will have access to SCAN 247, the BestBidz module for purchasers. It provides features such as online prequalification management, addenda distribution and digital bid bonds.

With BestBidz, true e-procurement is here. “This is the only real online bidding system in Ontario right now that connects contractors, trades and owners,” Murray says.
Some construction associations, like the GVCA, run safety groups under the WSIB’s banner. Ellaline Davies, president of Safety Works Consulting Inc., facilitates the Grand Valley Construction Association Safety Group. Her company specializes in developing and enhancing businesses’ safety programs. In an interview with the Journal, Davies discussed the elements of a successful safety group. If you plan to join one, look for the following five features.

**A tailored program**
Make sure the safety group has the wherewithal to understand your company’s needs and knows how to support you in developing a program designed for you. “Anybody can go out and buy a manual, but it’s important that policies and procedures reflect the organization itself,” Davies says. The GVCA Safety Group offers two one-on-one sessions with the facilitator, giving members direct advice that speaks to their specific safety concerns.

**Frequent meetings**
Many groups meet just four times a year. The GVCA’s Safety Group convenes nine times a year, which affords members more opportunities to network, share their insights and learn from others.

**Small gatherings**
Large groups may well provide participants with the chance to benefit from a wide range of safety ideas. But if too many are involved, participants might be overwhelmed. Seek safety groups that offer participation in smaller numbers. “There’s more opportunity for people to communicate and this creates a better atmosphere for exchanging ideas,” Davies says. Although the GVCA Safety Group includes up to 90 participants, only 10 to 20 of them meet at one time.

**Value-added information**
When Ontario’s Ministry of Labour indicated that supervisors and workers in companies had to take awareness training, the GVCA Safety Group informed members about the new requirements ahead of the ministry’s schedule. Look for a group that provides such additional information to increase the return on your company’s commitment.

**Help to pass the end-of-year audit**
After the GVCA submits documentation to the WSIB, the board chooses companies for validation audits, wherein the businesses’ safety systems are scrutinized. These audits are “nerve wracking,” Davies says. “No one likes to be audited.” She assists members to prepare for the audits and attends the meetings alongside the companies. Find a safety group with a hands-on facilitator who can help your firm through safety audits.

The GVCA’s safety-group program begins each December. The association is now accepting applications for 2015. Contact admin@gvca.org or call 519-622-4822 to register for an information session and learn more.

**Congratulations to the members of the 2013 GVCA Safety Group!**
You were the highest scoring Safety Group in construction and will share a total rebate of more than $477,000!
Ontario government reviews Safety Groups Program

According to a spokesperson for the Workplace Safety and Insurance Board (WSIB), the Ministry of Labour’s chief prevention officer (CPO) is reviewing prevention incentive programs, including the WSIB’s Safety Groups Program. This evaluation is meant to help inform development of new prevention programs in the future. For now, however, the CPO and the chair of the WSIB have committed to ensuring there are no gaps in prevention programming. Therefore, the government has extended the Safety Groups Program for 2015.

Ellaline Davies, president of Safety Works Consulting Inc., says the current Safety Groups Program helps businesses reduce injury frequency and severity. “Why wouldn’t you want to support something where workers experience fewer and less-severe injuries? I always say that the Safety Groups Program is the WSIB’s best kept secret.”

Who can join a Safety Group?
Safety groups are not for everyone. The program is restricted to the following criteria: A participant must be:
- a Schedule 1 firm
- in good standing with the WSIB
- committed to participating in the group for one year
- committed at the ownership or executive level to participating
- not a member of the Safe Communities Incentive Program
- participating in only one safety group at a time

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**Understanding US Tax Laws when on vacation**

If you are a Canadian resident who spends a considerable amount of time in the US, you may be surprised to know that your presence in the US, even if you are there only on holidays, could create income tax and other reporting obligations. This is especially true if your US residency status becomes US resident alien.

**Determining US residency status**

In order to determine your US residency status, the Internal Revenue Service (IRS) applies a test known as the "substantial presence test". If you meet the substantial presence test you may be considered a US resident alien. There are circumstances where Canadian residents may be exempt from the status of US resident alien under the substantial presence test and may not have to file a US resident tax return. However, failure to understand the US tax obligations imposed by the IRS may result in costly penalties.

The substantial presence test involves calculating the average number of days you spent in the US during the past three-year period, beginning with the current year. When counting the number of days present in the US, you need to add those days that you are present for part of the day, such as for casual shopping or watching a hockey game. Each short-term trip is considered to last a day. As a rule of thumb, if you spend more than four months every year in the US, you will meet the substantial presence test after the third year and annually thereafter, and may be considered a US resident alien.

**Possible exemptions**

If you meet the substantial presence test but were present in the US less than 183 days, you may be able to claim a Closer Connection Exception so that you are not considered a US resident alien. In this case, if you do not earn US source income and you earn only US dividends the withholding tax is generally deducted at source, and provided the correct amount is withheld, you do not need to file US non resident tax return. You must however, complete a US form 8840-Closer Connection Exception Statement that shows you have a closer connection with Canada.

If you do meet the substantial presence test and were present in the US for at least 183 days or more as calculated by the formula, you cannot claim the closer connection exemption. However, you may be able to claim a treaty exemption to be deemed a resident of Canada. You will not have to file US resident tax return and pay tax on worldwide income if you claim exemption. You must file a US non-resident tax return (1040NR) and attach a treaty exemption statement—Form 8833—which indicates you are a resident of Canada under the treaty. If you were present in the US for more than 183 days and meet the presence test you may also need to file form 8938, Statement of Foreign financial Assets and Form TDF 90-22.1, report of Foreign Bank and Financial Accounts. Even if you receive the treaty exemption to be treated as non-resident alien for income tax purposes, you may still need to file these forms.

**In summary**

There is a lot of information to review, and this article touches only on the basics. If you’re someone who likes to escape our Canadian winters south of the border, chance are that you will have some type of filing responsibilities under the substantial presence test. It is extremely important to understand how this affects you, and that you are providing the information required.

Consult with your tax advisor if you require assistance.

This article was written by Erica Tennenbaum an Investment Advisor with RBC Dominion Securities Inc. Member CIPF. She can be reached at (519) 621-1307 or erica.tennenbaum@rbc.com.

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Getting Procurement
RIGHT
– the Value Proposition

In an interview with partners Laird Robertson, Patrick Simmons and Jason Martin of Robertson Simmons Architects Inc., their message was clear: when it comes to today’s increasingly complex and high-stakes building design and construction process, choosing the right procurement delivery method to match the project timelines is critical. The partners went on to discuss three different delivery methods on three different projects.

Design-tender: a linear process best suited to municipal purchasing

Design-tender was the delivery method chosen for the Waterloo County Courthouse renovation. The Region of Waterloo needed to transform the well-known 1960s courthouse in downtown Kitchener into a municipal office building. The name of the game was to reclaim unusable space, create modern and bright offices, and respect the original character of the facility through minimal exterior renovations while still meeting LEED Silver requirements. The construction of the new space is still ongoing, under the direction of Melloul-Blamey.

Ensuring project success started before the selection of the design team even began. The region put together an excellent request for proposals (RFP) document.

Design-tender is a traditional linear process whereby nothing can begin with respect to building until there is a complete set of design documents. As the selected architect on the project, Robertson Simmons was given a construction budget within which to work. They used the precise project requirements from the client to provide detailed design and tender documents for public bidding.

“The Region of Waterloo is very sophisticated and knowledgeable in the design, consultation and construction industry,” says Patrick Simmons. “They have a purchasing department and facilities staff that know what they are doing. The Region prefers to go out to a field of bidders with a fixed price rather than going with the relative unknowns of the design-build and construction management processes.”
Simmons considered this to be a successful bidding process. The range of bids was very tight; most came in under the budget. This was a reflection of a very good understanding of the drawings.

“The Region of Waterloo is very sophisticated and knowledgeable in the design, consultation and construction industry,” says Patrick Simmons

“Stipulated sum is used to make sure everything is sorted out ahead of time,” says Jason Martin. “This is a 1960s building with very low ceilings which is being renovated and updated into a modern building envelope. In a renovation you are always going to run into unforeseen things. The Region is very careful so they gave us the time we needed and there was a review process happening on a regular basis.”

Stipulated sum demands an extremely thorough set of contract documents, so if there is a tight schedule, it is not the ideal process to choose. This is in contrast to the construction management process where they may be many bid packages released in sequence that allows for significant changes during construction.

**Design-build: collaboration and shared problem solving**

Design-build was the delivery method chosen for the Sustainable Skills, Technology and Life Sciences Centre at Loyalist College. This centre in Belleville houses leading-edge programs in manufacturing, skilled trades, biotechnology and environmental sciences.

The facility accommodates 250 full-time students in 20 teaching laboratories and technical shops, three research labs, six classrooms, administrative offices and storage areas.

In its design-build RFP, Loyalist College stipulated that its new building should be an addition to an existing building due to the common needs and share spaces.

The Ball Construction and Robertson Simmons design team worked with a fixed budget based on secured funding from sources such as the Government of Canada’s Knowledge Infrastructure Program. Their proposed design was a two-storey building connected to the existing facility through a link that housed a student lounge and living wall. The link optimizes traffic flow and encourages student interaction. The college appreciated this out-of-the-box approach to problem solving and the commitment to budget realities and selected RS Architects and Ball Construction as its building team.

In the design-build process, the client hires a builder and the builder hires the architect directly with the builder developing the price and design intent.

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The Ministry of Labour’s Chief Prevention Officer has released a Working at Heights Training Standard. It lays out what each worker needs to learn when taking mandatory working at heights training.

IHSA’s *Working at Heights—Fundamentals of Fall Prevention* is a robust program that meets the purpose of the new standard.

Learn to teach IHSA’s Working at Heights course yourself. Take our *Working at Heights Instructor Workshop* to become an IHSA-registered instructor.

Together we can stop falls from killing Ontario workers.
During this process, the architect can help by meeting with the client to better understand its needs and desires.

The architect can oversee the design concept meetings to solicit feedback and suggestions from all consultants and stakeholders, and then lead the design and construction team to create the best building possible. The architect can also ask sub-consultants and trades for alternative solutions to problems to provide a menu of options for the owner.

**Construction management: consistency of teams yields best results**

Construction management was the delivery method chosen for the Northfield Corporate Campus as this project had an extraordinarily aggressive construction schedule.

The largest and most significant new commercial development in Waterloo Region, the Blackberry campus on Northfield Drive, provides the latest in high-tech office design. Four buildings and 500,000 square feet of office space are available to accommodate the expansion of Blackberry’s rapidly growing presence in Waterloo. The design team brought together the latest in high-tech design features into a sustainable building. Construction management was provided by a team of experienced consultants.

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space on a 47-acre greenfield site was
needed to quickly accommodate 6,000
new staff. Through the construction
management process, Robertson
Simmons was able to oversee the de-
sign, construction and occupation in
just 14 months for each building.
In traditional construction manage-
ment, the contractor steers the ship
and the architect supports. On this
project, RS Architects, Melloul-Blamey
Construction and Blackberry came to
the table as a team so participants
could continuously review every aspect
of the project to identify possible cost
and time savings.

The team was adaptive. If one element
of design fell behind schedule, changes
could be made on the fly to condense
upcoming phases. Unlike traditional
project plans, which lay out phases in a
multi-year sequence, the Northfield
Campus design and development
phase was handled in concert with the
site plan approval. Interior design
began even while construction was
ongoing.

Since RS Architects developed a deep
relationship with the client, contractor
and consulting team over several years
on the project, the team was able to
learn lessons from the creation of each
building to improve and refine its
strategies and implementation. If each
building had a design-build or design-
tender process, there would be no
guarantee of the same team. Given a
choice, Laird Robertson says he would
always choose construction manage-
ment.

“It puts the architect on the same team
as the contractor who is involved from
the beginning as the project manager,”
he says. “They are involved in estimat-
ing, scheduling and reviewing design
documents to ensure everything makes
sense so the contractor is at the table
during the design stage.”

“When contractors are closing on a
stipulated sum job, it is a really difficult
process,” says Robertson. “Prices come
in at the very last moment because the
trades do not want to be shopped. Con-
struction management is the best of
both worlds where the contractors and
architects are working together with
the owner to build the project. Sequen-
tial tendering provides an opportunity
to adjust design and costs.”

"Northfield Corporate Campus"
Get a jump on projects with the Crystal Ball report

The Waterloo Region District School Board is investigating a project to add 13 classrooms to Lexington Public School by September 2018. The board also plans to rebuild Riverside Public School for September 2016. These are just a couple of the projects that GVCA members can learn about through the association’s Crystal Ball project forecasting report.

Free for members, the Crystal Ball provides pre-bid details for projects in and around Grand Valley. According to the GVCA’s plansroom coordinator Rob Agley, association staffers craft the report by mining BestBidz, the online bid-information exchange system.

“We follow projects right through to the post-bid point, so members can even learn which companies won the contracts,” Agley says. He explains that the association also updates Crystal Ball data regularly so reports contain the latest information.

Members can request customized Crystal Ball reports to zero in on intelligence important to them, categorized according to project location and stage, contract type, and by distinct keywords. For instance, if you’re looking for new road construction projects, search Crystal Ball using the keyword “road” and you’ll discover the latest planned highway, byway and regional road works.

Visit the association’s www.gvca.org and use your member login to view the Crystal Ball report. To set up a member login, email admin@gvca.org.

Economic Forecast 2015 Construction Spend

Wednesday November 12th, 2014
4:00pm - 6:00pm
Deer Ridge Golf Country Club
$25+HST per person

Register now for the Crystal Ball Economic Forecast!

Don’t miss this exciting opportunity to join industry experts for a look into the crystal ball for upcoming construction opportunities. Listen to a panel of local public buyers discuss their budgets and plans for construction spending in 2015.

This can’t miss two-hour session will give us the highlights (and lowlights) of economy as it relates to construction. Keynote speaker Mark Caseletto, vice-president and general manager for Reed Construction Data, will be identifying areas of growth and demand, such as the growing need for convention space in Ontario and the Grand Valley Region.

This event will be held on November 12 between 4:00pm and 6:00pm at the Deer Ridge Golf Country Club. Registration is $25 plus HST for members, and registration information is available at www.gvca.org or by contacting the GVCA offices.
Instead of favouring the lowest-cost bid, BVBM gives an advantage to vendors that take the time to not only pre-plan projects, but also to identify risks. The system calls on contractors to use their superior construction knowledge to pinpoint challenges and provide solutions well before shovels hit the ground.

“Our goal is to procure the greatest value for buyers’ needs,” says John Savicky, senior project/program manager at ASU’s Performance Based Studies Research Group. “In traditional procurement, the goal is the lowest cost, but in many cases that delivers a product or service that isn’t what you need or expect.”

Price cuts hurt productivity
Too often, the lowest bid results in project delays, cost overruns and a lack of accountability. Vendors are forced to focus on cutting prices and on meeting the buyer’s stated—sometimes too-narrow—requirements.

In traditional procurement, the goal is the lowest cost, but in many cases that delivers a product or service that isn’t what you need or expect.
Savicky says it’s the wrong tactic. For one thing, the buyer often takes control over planning, even though the buyer rarely has construction expertise. “If you took that approach and applied it to brain surgery, you would find the cheapest brain surgeon, negotiate with them to do the work cheaper and faster, and tell them how to do the surgery. You wouldn’t get the best outcome.”

Like patients seeking top-tier brain surgeons, buyers should pay more attention to the expertise vendors bring, such as the contractor’s ability to uncover risks in the project and to recommend ways to reduce costs.

BVBM requires contractors to change the way they approach procurement. “Vendors must now understand that [the details in the RFP] are the client’s best attempt at identifying what they need. The vendors must review and identify what the client really needs,” reads an ASU presentation on BVBM.

**A win-win for buyers and contractors**

The benefits for buyers are clear. Relying on vendors’ expertise, they avoid additional expenses and delays. Savicky points to one organization as an example: building a research facility, this institution ordered preliminary designs. But the designs were off by a few metres in several directions. Since the buyer was using BVBM, the contractor caught the error early on, which saved $8 million to $12 million and 14 to 18 months—money and time the buyer otherwise would have spent to halt construction and change plans mid-project.

Buyers definitely win, but so do contractors. They get to use their expertise and they can complete the project faster with fewer changes, which allows them to maximize their profits,” Savicky says.

BVBM is the brainchild of Dean Kashiwagi, professor at ASU’s Del E. Web School of Construction, and director of the Performance Based Studies Research Group. Kashiwagi took best procurement practices from many different business areas and brought them together for a procurement system that highlights vendors’ value.

Kashiwagi introduced BVBM nearly 20 years ago in the U.S., but it’s only now making its way into Canada. “The majority of users are universities,” Savicky says. “However, there are some cities that are currently testing it, as well as some government entities that have expressed interest.”

Savicky doesn’t believe the ASU process suits every project. “You may have smaller, simpler projects where you won’t need an expert contractor. But if you’re building a hospital or a high-tech facility, it makes sense to have a process to maximize your ability to find a high-performing vendor.”
Stronger link between procurement and project management

Dalhousie University in Halifax has used Arizona State University’s Best-Value Business Model (BVBM) procurement method for more than 10 projects. Dalhousie director of procurement Mike Drane explains that the system helps buyers and vendors see eye to eye. “It provides a link between procurement and project management, which typically have been completed in separate silos.”

The university is getting ready to use BVBM to construct the Collaborative Health Education Building, scheduled for completion in 2015. Dalhousie will call on contractors to conduct intensive preplanning and evaluation of the project to identify risks. This in-depth evaluation will help the school pinpoint opportunities to reduce costs and time to completion.

Dalhousie used to choose vendors that offered the lowest bid, but that selection method discounted important factors such as time and quality. BVBM is more comprehensive. “It forces us to look at all three elements: finances, the schedule and the quality of the products and services,” Drane says.

Procurement model lets experts prove their worth

Western University has found that Arizona State University’s Best-Value Business Model (BVBM) of procurement has helped the London institution find higher-quality vendors of products and services such as recycling management and parking-lot entrance systems. The contractors Western has chosen are “thinking way ahead of us,” identifying risks and solutions, and helping the school shave time and costs from projects, says procurement services director Elizabeth Krische.

In her experience, vendors largely embrace BVBM as a way for them to capitalize on their capabilities. “They all said, ‘It’s about time.’ The best vendors see this as levelling the playing field. They’re recognized for the skillsets they bring.”
A recent Ontario Court of Appeal decision has one construction law expert scratching his head and worrying that the judge’s analysis will hurt contractors. Glenn Ackerley at WeirFoulds LLP says the decision grants owners substantial control over contracts and vendors.

Ackerley’s concern has to do with the Ontario Court of Appeal’s decision in Rankin Construction Inc. v. Ontario, issued Sept. 16, 2014.

Trouble on the road
The case deals with a dispute arising from a 2005 tendering process. Ontario’s Ministry of Transportation requested proposals for a job to widen Highway 406 in Niagara. As the lowest bidder, Rankin won. But another bidder, Hard Rock Paving, complained that Rankin was not qualified, because it didn’t meet requirements related to use of Canadian steel. The ministry took a second look at Rankin’s bid, asked some questions and ultimately agreed that the company hadn’t met the Canadian steel content requirements after all. The ministry subsequently disqualified Rankin and awarded the contract to Hard Rock.

Rankin then sued the ministry for $5 million. The matter went to trial wherein the judge dismissed the case. Rankin filed an appeal and the court dismissed that case, too.

Ackerley contends that the court’s latest dismissal includes two interpretations that could cause serious headaches for vendors of construction services.

Clobbering clause
First, Ackerley points to the judge’s analysis of one specific indemnity clause in the ministry’s bid documentation. This clause effectively protects the ministry from numerous potential problems in stating that the ministry “shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the ministry of any tender, or by reason of any delay in acceptance of a tender, except as provided in the tender documents.”

According to case law, non-compliant bids do not establish Contract A. But in Rankin, the judge deduced differently: Rankin’s non-compliant bid did establish Contract A.
The appeal judge agreed with the trial judge that the clause is valid. Bidders are “sophisticated parties” that don’t have to submit bids if they feel that the clause is too broad. Also, if enough contractors refuse to work within the constraints of the clause, “market forces will drive the owner to modify the terms of its tender documents.”

But Ackerley doubts that. For one thing, the Ministry of Transportation is the only game in town for provincial highway projects. What contractor can afford to refuse to work with the department?

“If the market were such that there were 100 entities out there offering opportunities to build roads, the ones with the more favourable contract terms would attract the best contractors,” Ackerley surmises. However, when there’s only one highway owner, contractors can’t boycott it. “It’s a problem,” says Ackerley. “And in any case, it’s risky to gang up together on an organization. That would violate competition law.”

That’s the first conundrum he sees in the Appeal Court’s decision. The second has to do with the judge’s analysis of certain bid obligations. In Ackerley’s opinion, the court just closed contractors’ escape route from unfair contracts.

Locked in Contract A, like it or not
When contractors submit bids, each bidder enters a notional contract with the owner: Contract A. It mutually binds bidders and the owner to certain obligations within the bid process and is a necessary first step before the owner awards an exclusive contract—Contract B—to the winning bidder.

According to case law, non-compliant bids do not establish Contract A. But in Rankin, the judge deduced differently: Rankin’s non-compliant bid did establish Contract A.

Recall that the appeal judge supported the trial judge’s decision that the ministry’s indemnity clause applies to Rankin. But as Ackerley points out, the clause only applies to bidders that are bound by Contract A. Rankin’s bid was non-compliant—nonetheless, according to the courts, the ministry’s clause applied to Rankin and its non-compliant bid. Therefore, Ackerley explains, a non-compliant bid can now establish Contract A.

That conclusion conflicts with established case law, which could make it more difficult for courts to decide contractor-owner disputes in the future.

It also means an owner can now force a contractor to honour Contract B, “like it or not,” Ackerley says. “Non-compliance is no longer an excuse to get away from your contract obligations.”

Most owners wouldn’t want to compel a contractor to honour a contract it isn’t interested in fulfilling. But in the wake of this ruling, if an owner wanted to do so, it would have the legal grounds.
Check your math
Ackerley provides an example: Say a bidder submits a bid that contains an addition error. At the price in the bid, the contractor would lose a substantial amount of money on the job. In the past, if the bid also happened to be incomplete, the owner would have to dismiss the bid as non-compliant. Now, Ackerley says, based on the Appeal Court’s decision, the buyer may not have to dismiss the bid even if the bid is non-compliant. And what’s more, the buyer can either force the contractor to meet the contract with the mistaken price, or extract funds from the contractor’s bid bond to cover the difference between the lowest bid and the next-lowest bid.

Ackerley explains what will happen next in the Rankin-ministry court battle. By mid-November, the company will have to decide if it wants to appeal the decision to the Supreme Court of Canada. At that time, the Supreme Court may decide to hear the case—“In my view, they definitely should,” Ackerley says—or turn it down.

“In which case, this becomes the law of the province of Ontario.”

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subcontractors often have questions about how to approach RFPs and contracts. As president of the Grand Valley Construction Association, Martha George has fielded a number of such queries from Association members.

She often turns to Eric Lee, senior director of industry practices at the Canadian Construction Association, to verify her responses before she gets back to those concerned callers. In a recent Q&A, George and Lee discussed the most-common subcontractor questions. Read on to learn about specs versus scope, the importance of insurance, and how to access crucial prime-contract details—without annoying general contractors.

**Q** Should I bid on a project according to the project’s plans and specs—or should I bid by specifying my scope of work? I’m worried that if I bid using scope, the buyer might mark the bid incomplete and exclude it.

**A** The answer really depends on whether the bid involves a formal bid call. Owners usually issue formal calls with plans and specs. In those cases, contractors must base their bids on those documents. Unless the owner insists on a specific privilege clause that gives the organization the right to do something different, the owner has to reject bids that don’t comply with those requirements.

But the situation is different between prime and subcontractors. Most prime contractors don’t issue formal bid calls, so these companies may consider bids based on scope of work.

The CCA recommends that subcontractors submit a letter to the prime contractor explaining that the bid specifies scope of work. That way, everyone understands where the subcontractor is coming from and this open communication helps forestall disputes. The subcontractor should submit the letter at least 24 hours before the bid closes, so the prime contractor has time to consider the information. The subcontractor may also want to use the letter to specify omissions and additions.

Electronic bid systems may pose challenges for contractors that don’t want to issue formal bid calls. Some of these systems apply strict conditions on the bid process, which means the issuer might be bound to reject non-compliant bids.

**Q** My subcontract agreement binds my company to the terms and conditions of the prime contract, but I haven’t seen the prime contract. I’m worried that conditions related to payments, schedules and dispute processes might affect my business. Can I ask the prime contractor to share the prime contract so I can verify the extent to which the document concerns me?

**A** Thankfully, subcontractors are entitled to request copies of prime contracts from prime contractors. Sometimes, prime contractors are reluctant to share the documents, because they don’t want to disclose commercial terms. But prime contractors could simply black out sensitive information.

Subcontractors should insist on seeing the prime contract. Usually via flow-through clauses, subcontractors are bound to meet requirements that prime contracts spell out. Subcontrac-
Subcontractors should insist on seeing the prime contract. Usually via flow-through clauses, subcontractors are bound to meet requirements that prime contracts spell out.

I submitted the lowest bid on a project and the general contractor has awarded me the project. The GC wants me on site as soon as possible. I have requested the plans and specifications to ensure they’re the same as the ones I used to determine my price. But the latest documents are different and I’ll have to increase my costs to meet the new requirements. The GC has said this is a design-build project and although the plans and specs have changed, there are no additional funds available for my company. How do I handle this situation?

That happens. Sometimes, following negotiations between the prime contractor and the buyer, plans have to be amended. The prime contractor isn’t allowed to hold subcontractors to the prices submitted based on earlier information. The prime and subcontractors should negotiate a new agreement based on the new details.

And those details should come as no surprise to the subcontractors. Prime contractors would be wise to involve subcontractors in owner negotiations, to make sure the subcontractors are informed as well.

I supplied and installed windows and walls with proper bracing, but two months later, the contractor still hadn’t installed the steel to tie the building together. A massive storm blew through, breaking the glass and cracking the masonry. Who owns the walls and windows?

Theoretically, the prime contractor has total control of the work and the site, so the prime contractor’s insurance would cover the repair costs. This matter relates to a topic mentioned earlier: the importance of reviewing the prime contract, which allows subcontractors to verify information such as the prime contractor’s insurance coverage. Get your hands on that contract early on so if something like this storm happens and your work is damaged, you’ll know how repair costs will be covered.
Many of those competitions involved a prequalification process wherein the college reviewed contractors’ credentials before allowing them to bid. In an interview with the Journal, Mullan offered six key truths about prequalification.

1. **Sometimes buyers have to bundle the qualification process with the bid process.**

If a customer is on a fast track, the organization might consider qualifications and bid prices at the same time. This streamlined method saves time, but it can also hamper the buyer’s search for the right contractor. “It’s a fair bit of work for any general contractor to go through the estimate and bid, so while you might have 25 firms interested in a project, without that prequalification step, a fair number would back out,” Mullan says.

2. **Prequalification helps buyers avoid messy battles.**

If they don’t conduct a prequalification process, buyers risk starting fights with—and between—vendors. A contractor that loses a job might argue the winner isn’t capable of meeting the project’s requirements. Using prequalification, the buyer knows whether a contractor is capable.

3. **Prequalification calls on buyers to spread a wide net.**

Smart buyers not only use prequalification, but also seek more than a handful of bidders. If only a few bid on a project, the buyer might wind up with too few options. The prequalification process will eliminate unqualified contractors. And one or two of the qualified companies could back out for various reasons, such as bonding limitations. Together, those eliminations could leave the vendor with just one or two companies to choose from, which isn’t much of a choice at all. “This is why you don’t go with a really low number of bidders,” Mullan says.
Price still tops the evaluation list.

“Short of something very unusual, we will award to the lowest bidder,” Mullan says. But he acknowledges the shift among contractors away from competing on price and toward competing on value, capability and expertise, so...

Prequalification lets contractors highlight their value.

Vendors that wish to be evaluated on something more than price alone may benefit from prequalification. In that process, companies can spotlight their aptitudes and achievements.

Prequalification helps buyers avoid unexpected costs.

When a buyer skips prequalification, the purchaser misses the chance to learn important facts about vendors—a mistake that could hit the buyer in the pocketbook. “You might save three or four percent by choosing the lowest bidder, but you might also have a firm that will go under halfway through the project, in which case the costs will be much greater than the savings,” Mullan points out.

Be loud and clear in your RFPs

Conestoga College is picky about communication. During tenders, the institution uses MERX and contractors’ associations’ bid systems to share questions and answers so everyone knows what’s been asked—and everyone gets the answers.

“For example, if it seems we didn’t provide a particular drawing, or if we said we need a material labour bond, but we didn’t specify how much, we can collect the questions over a couple of days and then issue them with all the answers,” Mullan says. “Everyone’s on equal footing.”

Conestoga tempers this open communication, though, with a prudent measure: the college insists all discussions must flow through the purchasing director. Otherwise a bidder might get information—say from facilities management or from the architect—that would give the contractor an unfair advantage.

“You’re into what I would call insider information,” Mullan says. “You definitely don’t want that in an RFP process. A bidder could say, ‘If we’d known we could bid an alternate roof system, we could have reduced our price by $300,000.’”
Trade-Mark Industrial moves under one roof

Trade-Mark Industrial is all about growth. The company began moving into its new 365,000-square foot facility on 24 acres at 250 Royal Oak Road in the Cambridge Business Park in October. This planned expansion is coming in a year where Trade-Mark has experienced 25 percent growth without even factoring in their new companies TM3 which opened in October 2013 and United Electric which was acquired in October 2013.

Trade-Mark Industrial Inc. is family-owned industrial, commercial and institutional multi-trade contractor specializing in millwrighting, rigging, electrical, piping, fabrication, structural, sheet metal and HVAC installations and repairs, and 3D construction.

Founded in 1998 by Russ Straus, Trade-Mark Industrial originally specialized in millwrighting, rigging, electrical, and piping installations and repair solutions. Over the next 16 years, while encountering different project demands, they continued to add new trade groups to their in-house services.

When asked what has fuelled such growth, Russ Straus’s answer is simply, good people. “We are a fairly aggressive group that is always looking for new opportunities and challenges. We address these opportunities and this has resulted in automatic growth. We have good people who do good work for a fair price. In fact, most of our growth is organic with 80 percent of our business being repeat business.”

To address some of their clients’ needs, Trade-Mark has invested heavily in equipment as well as inventories. Its work is primarily in the industrial
sector, which is basically factories, providing on call 24/7 services. Many times Trade-Mark gets the call when there is a breakdown because they have all the equipment and certified tradespeople who can react quickly. This is part of Trade-Mark Industrial’s competitive advantage: they have internal resources that they can mobilize quickly without relying on other companies.

Also commenting on their steady growth over the years Terry Moore, vice-president of electrical, stated “when you look at the growth we have accomplished, it is really because of the fact that we are so diversified in so many different market sectors. This helps to promote growth and also sustain the size that we are.”

The industrial sector is shrinking in Ontario, so Trade-Mark has focused on work that is going to stay in the country. That is what led them to open TM3 Inc., a traffic signal and light construction and maintenance company.

Up until their move to the new facilities Trade-Mark had been operating out of six buildings located within one block in Kitchener. It eventually made more sense of the company to buy
another, larger building to accommodate growth.

The new facility will create office, equipment and IT efficiencies. “We think it is an excellent business location,” says Dan Straus, vice-president of finance. “We are now near the 401 corridor where we do a lot of business with companies such as Toyota. With respect to our planned expansion, we are expanding every one of our shops which are now under one roof. Machining, customer storage, short term warehousing and hydro excavation services are all areas of growth. We also opened a yard in Toronto this month where we will are going to operate TM3 out of, as most of our customers in this market sector are located in Toronto.”

“While gaining many new efficiencies,” says Russ Straus, “we will also now have a competitive advantage with respect to central purchasing. Before we had separate purchasing, where people in different purchasing areas, worked out of different buildings. Central purchasing will provide us with cost savings that we will be able to pass on to our customers.”

Although 90 percent of their work is in Canada—and most of that in Ontario—Trade-Mark opened an office in Kentucky in 2009. Currently, the company is doing work in Texas, Mississippi, Indiana and Kentucky. This market sector will also be a growth area for Trade-Mark. Their intent is to grow with local talent in the US. Supervisors used to travel back and forth but basically all of Trade-Mark’s operations in the United States are US run. Some years have been very busy for Trade-Mark in the US where as much as 10 percent of their business is located.
Imagine having your business or latest building being featured in the quarterly GVCA Journal. A full-page spread focusing on the unique value your company brings to the construction industry and read by the thousands of subscribers and readers. Professionally written by a veteran construction writer and beautifully photographed by a top photographer, this profile becomes an incredibly valuable marketing tool. It’s your chance to show the industry what you’re all about – for the price of $10.

Thank you for choosing Conestoga as the benefactor of this tremendous new initiative. We are very proud of our long-standing partnership with GVCA to help prepare the next generation of skilled trades professionals to support the needs of the local construction industry.

— John Tibbits, President, Conestoga College Institute of Technology and Advanced Learning

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“The value of this positive publicity is worth $5,000+. Now that’s a WIN!”

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Lottery tickets available by contacting editor@gvca.org Tickets for the next issue are available until December 1.

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“Steed and Evans was interviewed by GVCA for an article about our company. It was a simple and easy process. Angela is a knowledgeable interviewer. We used reprints of the article for promotional material and marketing.”

Malcolm Matheson
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Martha George, President GVCA

The First-Ever Profile Lottery

With more than 700 members, the GVCA has a lot of great stories to tell about individual businesses. With so many interesting companies, it’s difficult to choose who will be featured in our Member Profiles in our quarterly Journal. But we found a winning solution! We’re leaving it up to you! To make this high-value opportunity available to everyone equally, the GVCA is launching its first-ever “Profile Lottery.”

For a $10 ticket, GVCA members will get a chance to be featured in the Journal.

As a further bonus, the winning company can choose either a company profile story or highlight a particular project.

Lottery tickets available by contacting editor@gvca.org Tickets for the next issue are available until December 1.
Lall is an employer representative at the Office of the Employment Adviser (OEA), an Ontario Ministry of Labour agency that helps businesses with workplace safety and insurance problems. He explains that some businesses reason that injury reports will hurt them financially. For instance, if an RFP requests contractors include workplace injury reports in their bids, the issuer might favour a contractor that has fewer time-loss claims, believing it to have a superior safety record. That’s what some companies think might happen. But Lall lists compelling reasons why businesses should report worker illnesses and injuries. For one thing, if a company fails to submit a Form 7 to the Workplace Safety and Insurance Board (WSIB) within seven days, the government could hit the firm with a $250 penalty, or worse. In fact, failure to comply with Form 7 requirements counts as a provincial offence. If convicted, a company could be fined up to $100,000.

The OEA is holding a webinar on December 4 all about Form 7. Register by visiting employeradviser.ca; hover over News & Information, scroll down and click Events.

When is Form 7 required?
Employers must report work-related accidents and illnesses if they find out that a worker:
• seeks health care
• is absent from regular work
• earns less that regular pay for regular work (because the employee is only working partial hours, for example)
• requires modified work at less-than-regular pay
• requires modified work at regular pay for more than seven calendar days following the date of the accident, or after the date when the employee reported difficulties due to sickness

Start digging for details
Gather all available information about the worker’s sickness or accident before you start to fill out the Form 7. Find out when and where incidents occurred. Collect witness statements from the employee’s colleagues. Take photos and note job descriptions. By collecting these details beforehand, you’ll be ready to complete the form all at once, saving you time.

But work quickly. Remember, companies have to complete the form within three days of learning about the employee’s injury or sickness. Companies also must submit the form to the WSIB within seven business days after learning that the worker is sick or hurt.
Get your facts straight

Form 7 calls for particular details such as whether the worker received health care for the injury. Many people make mistakes in that section of the document, misunderstanding the WSIB’s definition of “health care.”

If an employee gets a cut on the job, he might go to the hospital where a nurse washes the cut and sends worker on his way. Some companies believe that since the nurse provided a level of care that the firm’s own on-site first-aid team could have managed, no health care was involved. But that isn’t true. A health-care professional saw the employee, which means the worker received health care.

Fill out Form 7s with correct health-care and other information, or the WSIB might mark your document as incomplete—which means the board may issue your company a $250 penalty.
EDUCATION CALENDAR

NOV. 5  Construction Financial 3: Job Costing
NOV. 12  Occupational Health & Safety Act Awareness Training
NOV. 13  Risk Management for Construction
NOV. 18  Microsoft Excel for Construction (Advanced)
NOV. 20 & 27  Take Control with MS Outlook® Webinar
NOV. 25  Introduction to Lean Construction (B-Lean)
NOV. 26  Construction Financial 4: Managing Changes and Extras
DEC. 3 & 5  Case Management

To register, or request additional information please contact admin@gvca.org or call 519-622-4822 X120

EVENTS CALENDAR

October 31 – November 7
Dubai Educational Meeting

November 7
Random Act of Kindness Day

November 12
Crystal Ball Session: Economic Overview of Construction spending in the future
Deer Ridge Golf Course – Registration required

November 20
Women in Construction Holiday Sparkler
Deer Ridge Golf Course

November 25
Safety Group Information meeting
GVCA office registration required

December 8 & 9
Safety Group Meetings at GVCA

December 11
Safety Group Rebate Ceremony
Holiday Inn, Kitchener

December 11
GVCA Christmas Party
Holiday Inn, Kitchener – registration required

January 17
1st Annual GVCA Curling Bonspiel
Westmount Golf and Country Club – registration required

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