



UNIVERSITY OF  
**TORONTO**

**Request for Tenders**

**for**

**General Contracting Services for Pre-Engineered Building (PEB) Project**

**RFT No. UTM200239**

**Issue Date: November 28, 2024**

**Submission Deadline: January 8, 2025 at 2:00:00 p.m. (Local Time)**

Section 1 - INTRODUCTION .....	3
1.1 General.....	3
1.2 The University of Toronto.....	3
1.3 Contact Person.....	3
1.4 Tenderer Representatives.....	3
1.5 Conflict of Interest .....	4
1.6 University Policies .....	5
Section 2 - THE RFT DOCUMENTS .....	6
2.1 Request for Tenders Documents .....	6
2.2 Conflicts or Inconsistencies in Documents .....	6
2.3 Distribution of Documents to Tenderers .....	7
2.4 MERX and Background Information .....	7
2.5 Tenderer Investigations.....	7
Section 3 - THE RFT PROCESS .....	8
3.1 RFT Process Timetable .....	8
3.2 Questions and Requests for Clarifications or Information .....	8
3.3 Notices .....	9
3.4 Addenda/Changes to the RFT Documents .....	9
3.5 Site Visit and Pre-Tender Meeting .....	10
3.6 Prohibited Contacts.....	10
3.7 Ineligible Persons.....	11
3.8 Media Releases, Public Disclosures and Public Announcements.....	11
3.9 Restrictions on Communications between Tenderers – No Collusion.....	12
3.10 Disclosure of Tender Information .....	12
3.11 Confidential Information .....	12
3.12 Confidentiality Agreements .....	13
3.13 Copyright and Use of Information in Tenders .....	14
3.14 Governing Law and Attornment .....	14
3.15 Licences and Permits.....	15
3.16 Entities Permitted to Submit Tenders .....	15
3.17 Tenderers' Costs.....	15
3.18 Changes to Tenderers .....	16
3.19 Insurance and Workplace Safety during the RFT Process.....	17
Section 4 - TENDER CONTENT AND FORMAT .....	17
4.1 Format and Content of Tender.....	17
4.2 Tender Submission Form.....	18
4.3 Bonding .....	18
4.4 Tender Pricing.....	18
4.5 Joint Ventures and Parental Indemnities .....	19

Section 5 - TENDER SUBMISSION, WITHDRAWAL, MODIFICATION .....	19
5.1 Submission of Tenders and Late Tenders .....	19
5.2 Late Tenders .....	20
5.3 Withdrawal of Tenders .....	20
5.4 Amendment of Tenders .....	20
5.5 Tender Irrevocability .....	21
5.6 Tenders to be Retained by University .....	21
Section 6 - TENDER EVALUATION .....	21
6.1 Evaluation Team .....	21
6.2 Compliance .....	21
6.3 Evaluation of Tenders .....	21
6.4 The University's Discretion .....	22
6.5 Disqualification .....	22
6.6 The University's Right to Accept, Reject and Cancel .....	24
Section 7 TENDER AWARD AND AGREEMENT SUBMISSION AND EXECUTION .....	25
7.1 Tender Award .....	25
7.2 Execution and Submission of Agreement Documents .....	25
7.3 Failure to Execute the Agreement and Provide Documents .....	26
Section 8 - LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY .....	27
8.1 Notification If Successful Or Not .....	27
8.2 Debriefing .....	27
8.3 Dispute Resolution .....	27
8.4 Limit on Liability .....	27
Section 9 - DEFINITIONS .....	27
9.1 General .....	27
9.2 RFT Definitions .....	27
SCHEDULE A RFT DATA SHEET .....	31
Attachment 1 to Schedule A Joint Venture Requirements .....	36
SCHEDULE B TENDER SUBMISSION FORM .....	38
Attachment 1 to Schedule B Subcontractors .....	43
SCHEDULE C CONFLICT OF INTEREST DECLARATION .....	45
Attachment 1 to Schedule C Exceptions .....	47
SCHEDULE D PRICE SCHEDULES .....	49
SCHEDULE E DRAFT AGREEMENT AND SCHEDULES TO THE DRAFT AGREEMENT .....	53
UNIVERSITY OF TORONTO .....	62
SUPPLEMENTARY CONDITIONS .....	62
AGREEMENT BETWEEN OWNER AND CONTRACTOR .....	65
AMENDMENTS TO THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT .....	75

## REQUEST FOR TENDERS

### SECTION 1 - INTRODUCTION

#### 1.1 General

(1) The Governing Council of the University of Toronto (the “**University**”) is issuing the RFT Documents to retain a supplier to provide the work briefly described in the RFT Data Sheet and set out in the Draft Agreement (the “**Work**”) at the location described in the RFT Data Sheet (the “**Site**”). The Tender number is set out in the RFT Data Sheet (the “**RFT Number**”)

(2) The University intends to award the final agreement that will be entered into pursuant to the RFT Process (the “**Final Agreement**”) through an open, fair and competitive RFT Process. The RFT Process is open either to,

- (a) any entity described in RFT Section 3.16(2);
- (b) if a prequalification has taken place, only those entities that are prequalified to submit a Tender as specified in the RFT Data Sheet (the “**Prequalified Parties**”); or
- (c) only those entities that have been invited to submit a Tender as specified in the RFT Data Sheet,

as applicable. In the RFT Documents, individuals or firms that submit a tender (the “**Tender**”) in response to the RFT Process are referred to as “**Tenderers**”. The entity or entities that are selected to be awarded the Work are referred to as the “**Successful Tenderer(s)**”. For ease of reference, prospective tenderers, whether or not they submit a response to the RFT Process, are also referred to as “Tenderers”.

(3) The process to select the Successful Tenderers to carry out the Work will commence with the issuance of the RFT Documents (as defined in RFT Section 2.1(1)) and will terminate when the University selects the Successful Tenderer or Successful Tenderers (the “**RFT Process**”).

#### 1.2 The University of Toronto

(1) The University of Toronto was established in 1827 and is Canada's largest university, recognized as a global leader in research and teaching. The University has over 90,000 full-time and part-time students (79,262 full-time equivalents), making it one of the largest universities in North America in terms of enrolment. The University's size and academic resources provide its students with a wide range of academic programs and courses, while its unique college system offers learning experiences enriched by individual cultures in a smaller community. The University consistently ranks among the top 25 universities in the world. Its distinguished faculty, institutional records of ground-breaking scholarship and wealth of innovative academic opportunities continually attract outstanding academics and students from around the world. The University is located on three campuses: St. George (downtown Toronto), Scarborough (UTSC) and Mississauga (UTM).

#### 1.3 Contact Person

(1) Except as set out in RFT Section 3.5, the Tenderers are required to submit all questions and other communications regarding the RFT Documents, the RFT Process and their Tenders by e-mail to the contact person named in the RFT Data Sheet (the “**Contact Person**”) at the email address set out in the RFT Data Sheet. During this RFT Process, Tenderers may only contact the University through the Contact Person.

#### 1.4 Tenderer Representatives

(1) All correspondence from the University to a specific Tenderer will be sent to the person identified by the Tenderer to receive information and notices on behalf of the Tenderer (the “**Tenderer Representative**”). Each Tenderer will identify the Tenderer's Tenderer Representative on the confidentiality

agreement delivered to the University by the Tenderer in accordance with RFT Section 3.12, if applicable. Each Tenderer is solely responsible to ensure that all contact information of the Tenderer Representative is accurate and updated at all times during the RFT Process. Tenderers may update or revise their Tenderer Representatives' information by notifying the Contact Person, in writing by e-mail.

## 1.5 Conflict of Interest

(1) For the purposes of this RFT Process "**Conflict of Interest**" includes any situation or circumstance where a Tenderer or any of its Advisors, or any of the employees of a Tenderer or Tenderer Advisor engaged in the development or oversight of development of the Tenderer's Tender (including for such employees in their personal capacities):

- (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the University or its Advisors; or
  - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Tenderer's obligations under the Draft Agreement if that Tenderer was determined to be a Successful Tenderer under the RFT Process;
- (b) has contractual or other obligations to the University that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFT Process; or
- (c) has knowledge of confidential information (other than Confidential Information) that,
  - (i) has been made available to the Tenderer or any of its Advisors;
  - (ii) is of strategic and/or material relevance to the RFT Process or to the Work; and
  - (iii) is not available to other Tenderers and that could or could be seen to give the Tenderer an unfair competitive advantage.

(2) If a Tenderer believes that a Tenderer or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Tender may have a perceived, potential or actual Conflict of Interest prior to the submission of a Tender, then that Tenderer is required to deliver to the Contact Person through e-mail and no later than the deadline set out in the Timetable a completed and executed Schedule C of this RFT – Conflict of Interest Declaration, which will be used by the University in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Tenderer or any employee or Advisor of the University in respect of the Work. For clarity, all Tenderers are also required to submit updated, completed and executed versions of Schedule C of this RFT – Conflict of Interest Declaration as part of their Tenders. Following submission of its Tender, if a Tenderer discovers any perceived, potential or actual Conflict of Interest, the Tenderer will promptly disclose such Conflict of Interest to the Contact Person.

(3) Tenderers are advised to review the University of Toronto Code of Ethics and to ensure that the Tenderer and its Advisors have complied with these policies and with any instructions from the University arising from the application of these policies. For clarity, Tenderers have an ongoing obligation to comply with this RFT Section 1.5(3) in addition to complying with the foregoing policies.

(4) At the request of the University, the Tenderer will provide the University with the Tenderer's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or

actual Conflict of Interest. The Tenderer will submit any additional information to the University that the University considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

(5) The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the University in its sole discretion. The University may, in its sole discretion,

- (a) exclude any Tenderer or Tenderer's Advisor on the grounds of Conflict of Interest;
- (b) require the Tenderer or a Tenderer's Advisor to substitute a new person or entity with similar qualifications for the person or entity giving rise to the Conflict of Interest; and/or
- (c) waive any and all perceived, potential or actual Conflicts of Interest of Tenderers or any of their respective Advisors, upon such terms and conditions as the University, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Tenderer to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the University, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

(6) Without limitation to any other rights of the University hereunder, in order to ensure the integrity, openness and transparency of the RFT Process, the University may, in its sole discretion

- (a) impose at any time on all Tenderers additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Tenderers; and
- (b) require that any or all Tenderers at any time during the RFT Process provide the University with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Tenderer with such policies, processes and controls.

## 1.6 University Policies

(1) Tenderers are required to adhere to and comply with the commitments set out in all University policies which are available on the University's website, including the following and any other policies set out in the RFT Data Sheet:

- (a) Accessibility for Ontarians with Disabilities Act:
  - (i) The University is bound by the *Accessibility for Ontarians with Disabilities Act* (the "AODA") and will require that Successful Tenderers comply with all relevant AODA Standards applicable to the Work being provided. Tenderers acknowledge that Successful Tenderers will also be required to confirm that they have reviewed the University's training document for volunteers and other services providers available at the AODA website prior to providing the Work.
- (b) Sexual Violence and Sexual Harassment Training:
  - (i) Provincial legislation mandates that the University make sexual violence and sexual harassment training available to all members of its community. The University strongly encourages Successful Tenderers to complete the online training module to help create a campus environment in which all members of the University community can study, live and work free from sexual violence. To learn more about the University's Policy on Sexual Violence and Harassment, including how to gain access to the training, please contact [ed.thesvpcentre@utoronto.ca](mailto:ed.thesvpcentre@utoronto.ca).

## SECTION 2 - THE RFT DOCUMENTS

### 2.1 Request for Tenders Documents

- (1) The Request for Tenders documents (the “**RFT Documents**”) are:
  - (a) the Request for Tenders (the “**RFT**”);
  - (b) Schedule A – RFT Data Sheet;
  - (c) Schedule B – Tender Submission Form;
  - (d) Schedule C – Conflict of Interest Declaration;
  - (e) Schedule D – Price Schedules; and
  - (f) Schedule E – Draft Agreement and Schedules to the Draft Agreement (including all related appendices and attachments thereto) (the “**Draft Agreement**”); and
  - (g) Addenda to the RFT Documents, if any.
- (2) The Tenderers are instructed to read the RFT Documents as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFT and are incorporated by reference.
- (3) The University may also provide Tenderers with background information (the “**Background Information**”). Whether or not Background Information will be provided to the Tenderers is noted in the RFT Data Sheet. No document containing Background Information shall form part of the RFT Documents. Background Information is provided only for the convenience of Tenderers.

### 2.2 Conflicts or Inconsistencies in Documents

- (1) For the purpose of the RFT Process, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising RFT Documents, the following will apply:
  - (a) in respect of matters of interpretation related to the RFT Process and all competitive procurement process matters, this RFT will prevail over the Schedules to this RFT during the RFT Process;
  - (b) in respect of all matters of interpretation of the Work and the Draft Agreement during the RFT Process, the Draft Agreement will prevail over this RFT and all other Schedules to this RFT; and
  - (c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the Draft Agreement, the provisions of the Draft Agreement dealing with conflicts or inconsistencies will govern.
- (2) Despite RFT Section 2.2(1), if a Tenderer believes that there is any term or condition in any RFT Document that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the RFT Documents, the Tenderer is required to notify the University of that ambiguity, conflict or inconsistency in accordance with RFT Section 3.2 and, for clarity, by the deadline set out in the Timetable (as defined in RFT Section 3.1) for the submission of Questions.
- (3) If there is a conflict or inconsistency between:
  - (a) the University’s electronic version of an RFT Document as contained on MERX; and
  - (b) any other version of the same RFT Document (whether in electronic or hard copy),

the University’s electronic version as contained on MERX will govern.

(4) If there is any conflict or inconsistency between documents, including RFT Documents contained on MERX and documents that are downloaded by the Tenderer, the documents contained on MERX will govern.

(5) If there is any conflict or inconsistency between two versions of the same RFT Document contained on MERX, the RFT Document of the later date or version number will prevail over the same RFT Document of an earlier date or version number. Unless otherwise indicated, for the purposes of this RFT Section 2.2(5), the date of each RFT Document will be determined by the date and time when that document was placed on MERX by the University.

### **2.3 Distribution of Documents to Tenderers**

(1) Except as provided in RFT Section 2.3(2), the University will circulate this RFT and all other RFT Documents, including Addenda, by placing them on MERX. If the University chooses to notify Tenderer Representatives that documents have been added on MERX, such notification is a courtesy only and Tenderers are solely responsible to ensure that they have reviewed all documents on MERX in accordance with RFT Section 2.4(2) and, in particular, have reviewed all documents on MERX immediately prior to submitting Tenders.

(2) If a Tenderer requires the RFT Documents in paper copy, the Tenderer may submit a request to the Contact Person, along with a reason for why the Tenderer requires the RFT Documents in paper copy. Following consideration of the Tenderer's request, the University may, in its sole discretion, choose to circulate RFT Documents in paper copy to the Tenderer who made the request.

### **2.4 MERX and Background Information**

- (1) The University will use MERX to,
  - (a) distribute RFT Documents, Notices and Addenda;
  - (b) provide various types of Background Information for the Tenderers' review; and
  - (c) provide Questions and Answers Documents for the Tenderers' review.

The University may add, delete or amend documents on MERX at any time.

- (2) Each Tenderer is solely responsible to ensure that it:
  - (a) notifies the Contact Person if the Tenderer is having difficulty viewing the RFT Documents, Addenda, Background Information, Notices or any Questions and Answers Document on MERX;
  - (b) has the appropriate software which allows the Tenderer to access and download RFT Documents, Notices, Addenda, Background Information and the Questions and Answers Documents from MERX; and
  - (c) checks MERX frequently for the addition, deletion or amendment of RFT Documents, Notices, Addenda, Background Information and any Questions and Answers Document and, at all times during the RFT Process, keeps itself informed of and takes into account the most current RFT Documents, Notices, Addenda, Background Information and Questions and Answers Documents.

### **2.5 Tenderer Investigations**

(1) Each Tenderer is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Tenderer to satisfy itself as to all existing conditions affecting the Work or the Draft Agreement. The Tenderers' obligations set out in this RFT Section 2.5 apply



irrespective of any Background Information on MERX or information contained in the RFT Documents or in any Questions and Answers Documents. The Tenderers' obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the University is more particularly set out in the Draft Agreement.

(2) Except as may be expressly provided in the Draft Agreement, the University does not represent or warrant the accuracy or completeness of any information that is set out in the RFT Documents or that is made available to Tenderers on MERX as Background Information or of any other background or reference information or documents prepared by the University or by third parties and which may be made available to Tenderers by or through the University. Tenderers will make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Tenderers on any and all such information will be at the Tenderers' sole risk and without recourse against the University.

### **SECTION 3 - THE RFT PROCESS**

#### **3.1 RFT Process Timetable**

(1) The deadline for the submission of Tenders (the "**Submission Deadline**") and the general timetable for the RFT Process (the "**Timetable**") are set out in the RFT Data Sheet.

(2) The University may, without liability, cost or penalty and in its sole discretion amend the Timetable,

- (a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
- (b) for matters that are to take place after the Submission Deadline, at any time during the RFT Process.

(3) If the University extends the Submission Deadline, all obligations of Tenderers will thereafter be subject to the extended deadline.

(4) In the event of any conflict, inconsistency or ambiguity between the deadlines set out in the Timetable and any deadline set out or displayed on Bonfire or MERX, the deadlines set out in the Timetable will govern.

#### **3.2 Questions and Requests for Clarifications or Information**

(1) In addition to the requirement set out in RFT Section 1.3, the following rules will apply to Tenderers when submitting questions or requests for clarifications or information ("**Questions**") to the University during the RFT Process:

- (a) Tenderers are required to submit all Questions to the Contact Person electronically by e-mail and in accordance with the deadlines set out in the Timetable. Tenderers are required to clearly identify in each Question,
  - (i) whether or not the Tenderer considers the Question to be a "General Question" or a "Commercially Confidential Question";
  - (ii) the RFT Number, as set out in the RFT Data Sheet; and
  - (iii) if the Tenderer is referencing a document and section of the RFT Documents in the Question, the document and section that the Tenderer is referencing.
- (b) Tenderers are permitted to submit Questions categorized as follows:

- (i) Questions that are of general application and that would apply to other Tenderers (“**General Questions**”); and
- (ii) Questions that the Tenderer considers to be commercially sensitive or confidential to that particular Tenderer (“**Commercially Confidential Questions**”);
- (c) If the University disagrees with the Tenderer’s categorization of a Question as a Commercially Confidential Question, the University will give the Tenderer an opportunity to either categorize the Question as a General Question or to withdraw the Question;
- (d) If the University determines, in its sole discretion, that a Commercially Confidential Question, even if it is withdrawn by a Tenderer, is of general application or would provide a significant clarification of the RFT Documents or RFT Process to Tenderers, the University may provide a clarification to Tenderers in a Questions and Answers Document that deals with the same subject matter as the withdrawn Commercially Confidential Question; and
- (e) If the University agrees with the Tenderer’s categorization of a Commercially Confidential Question, then the University will provide a response to that Question to only the Tenderer that submitted the Question.

(2) The University will respond to General Questions by posting a “**Questions and Answers Document**” or a series of “**Questions and Answers Documents**” to MERX in accordance with the schedule set out in the Timetable. The University may, in its sole discretion, distribute responses to Questions of a minor or administrative nature to only the Tenderer who submitted the minor or administrative Question.

(3) The Questions and Answers Documents prepared and posted or circulated by the University are not RFT Documents and do not amend the RFT Documents. If, in the University’s sole discretion, responses to Questions require an amendment to the RFT Documents, such amendment will be prepared and circulated by Addendum in accordance with RFT Section 3.4. Only a response to a Question that has been incorporated into or issued as an Addendum will modify or amend the RFT Documents and, otherwise, the Questions and Answers Documents will have no force or effect whatsoever and will not be relied upon by any Tenderer.

(4) It is the Tenderer’s obligation to seek clarification from the University of any matter it considers to be unclear in accordance with this RFT Section 3.2. The University is not responsible in any way whatsoever for any misunderstanding by the Tenderer of the RFT Documents, Background Information, the Questions and Answers Documents, any documents placed on MERX or any other type of information provided by or communication made by the University or any third party.

### **3.3 Notices**

(1) The University may, in its sole discretion, issue Notices on MERX to Tenderers for the purpose of communicating on issues of importance to the RFT Process. Such Notices are not RFT Documents and do not amend the RFT Documents.

### **3.4 Addenda/Changes to the RFT Documents**

(1) The University may, in its sole discretion, amend or supplement the RFT Documents prior to the Submission Deadline. The University will issue changes to the RFT Documents by Addenda only by placing them on MERX. No other statement, whether spoken or written, made by the University or the University’s Advisors, including, for clarity, the Contact Person, or any other person, will amend the RFT Documents. The approximate final date that the University will issue an Addendum is set out in the Timetable, however, the University may issue Addenda at any time.

(2) The Tenderer is solely responsible to ensure that it has received all Addenda issued by the University. Tenderers may, in writing, seek confirmation of the number of Addenda issued pursuant to the RFT Documents from the Contact Person.

### **3.5 Site Visit and Pre-Tender Meeting**

(1) The University may, in its sole discretion, conduct either a visit to the applicable Site or Sites of the Work ("**Site Visit**") or a pre-Tender information meeting ("**Pre-Tender Meeting**"), or both, prior to the Submission Deadline.

(2) Whether the Site Visit and Pre-Tender Meeting will be held is set out in the RFT Data Sheet. If the University holds a Site Visit or a Pre-Tender Meeting, attendance at such Site Visit or Pre-Tender Meeting is required and failure to attend will result in disqualification from further consideration in the RFT Process. The University will not conduct additional Site Visits for Tenderers that fail to attend the planned Site Visit or additional Pre-Tender Meetings for Tenderers that fail to attend the Pre-Tender Meeting.

(3) Unless otherwise set out in the RFT Data Sheet, detailed information with respect to the time, date and location for the Site Visit and Pre-Tender Meeting will be communicated to Tenderers by Notice.

(4) Tenderers will observe all health and safety requirements during Site Visits. The minimum health and safety requirements for Tenderers attending the Site Visit are set out in the RFT Data Sheet. Tenderers acknowledge that the Tenderer, its employees and its representatives attend Site Visits at their own risk.

(5) No statement, consent, waiver, acceptance, approval or anything else said or done in any Site Visit or Pre-Tender Meeting by the University or its Advisors will amend or waive any provision of the RFT Documents, or be binding on the University or be relied upon in any way by Tenderers or their Advisors, except when and only to the extent expressly confirmed in an Addendum to the RFT Documents issued in accordance with RFT Section 3.4, provided that the University will not be under any obligation to confirm any information by Addendum.

### **3.6 Prohibited Contacts**

(1) Tenderers and their respective Advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFT Process.

(2) Without limiting the generality of RFT Section 3.6(1), neither Tenderers nor any of their respective Advisors, employees or representatives will contact or attempt to contact, either directly or indirectly, at any time during the RFT Process, any of the following persons or organizations on matters related to the RFT Process, the RFT Documents, or their Tenders:

- (a) any member of the Evaluation Team;
- (b) any Advisor to the University or the Evaluation Team;
- (c) any employee or representative of,
  - (i) the University; or
  - (ii) any other person or entity listed in the RFT Data Sheet; or
- (d) any directors, officers, employees, agents, representatives or consultants of any entity listed in RFT Sections 3.6(2)(a) to 3.6(2)(c), including any member of the Governing Council of the University of Toronto.

(3) If a Tenderer or any of its respective Advisors, employees or representatives, in the opinion of the University, contravenes RFT Section 3.6(1) or RFT Section 3.6(2), the University may, in its sole discretion,

- (a) take any action in accordance with RFT Section 6.5; or
- (b) impose conditions on the Tenderer's continued participation in the RFT Process that the University considers, in its sole discretion, to be appropriate.

For clarity, the University is not obliged to take the actions set out in this RFT Section 3.6(3).

- (4) The Tenderer and its respective Advisors will,
  - (a) no later than the date set out in the Timetable, disclose all information in respect of Work which the Tenderer or its respective Advisors have generated or have available to them as a result of work carried out by the Tenderer or its respective Advisors, for the University in respect of, or in anticipation of the Work; and
  - (b) at the request of the University, provide a director's or officer's certificate confirming that the requirements of RFT Section 3.6(4)(a) have been complied with by the Tenderer.

For clarity, the University may, in its sole discretion, circulate the information provided pursuant to RFT Section 3.6(4)(a) to other Tenderers and their respective Advisors. If any Tenderer becomes aware of relevant information of the type set out in RFT Section 3.6(4)(a) that has not been made available to all Tenderers, that Tenderer will disclose such information promptly to the Contact Person.

### 3.7 Ineligible Persons

(1) As a result of their involvement with respect to the Work, the persons named as "**Ineligible Persons**" in the RFT Data Sheet, (collectively, "**Ineligible Persons**") and their respective Advisors engaged in respect of the Work and, subject to RFT Sections 3.7(2), any person controlled by, that controls or that is under common control with the Ineligible Persons (each an "**Ineligible Person's Affiliate**") are not eligible to participate as a Tenderer or Advisor to the Tenderer. The University may amend the Ineligible Persons list in the RFT Data Sheet from time to time during the RFT Process.

(2) An Ineligible Person's Affiliate may be eligible to participate as a Tenderer or Advisor to a Tenderer only after it has obtained written consent from the University permitting it to participate as a Tenderer or Advisor to the Tenderer. The University will, in its sole discretion, make a determination as to whether the University considers there to be a perceived, potential or actual Conflict of Interest (as defined in RFT Section 1.5(1)) and whether the impact of such perceived, potential or actual Conflict of Interest can be appropriately managed, mitigated or minimized.

### 3.8 Media Releases, Public Disclosures and Public Announcements

(1) Tenderers are prohibited from, and will ensure that their Advisors are prohibited from issuing or disseminating any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFT Process, the RFT Documents or the Work or any matters related thereto, without the prior written consent of the University, which consent may be withheld in the University's sole discretion.

(2) Neither the Tenderers nor any of their respective Advisors, will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Tenderer or Tender or to publicly promote or advertise their own qualifications, interest in or participation in the RFT Process without the University's prior written consent, which consent may be withheld in the University's sole discretion.

(3) For the purpose of greater clarity, RFT Section 3.8(2) does not prohibit disclosures necessary to permit the Tenderer to discuss the Work with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation with respect to the Work.

### **3.9 Restrictions on Communications between Tenderers – No Collusion**

(1) Neither a Tenderer nor its respective Advisors or representatives will discuss or communicate, directly or indirectly, with any other Tenderer (or such Tenderer's Advisors or representatives), any information whatsoever regarding the preparation of its own Tender or the Tender of any other Tenderer in a fashion that would contravene Governing Law. Tenderers are required to prepare and submit Tenders independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Tenderer.

### **3.10 Disclosure of Tender Information**

- (1) The Tenderer agrees that the University may, in its sole discretion, disclose to the public,
- (a) the name and address of the Tenderer;
  - (b) the Tenderer's Total Tender Price;
  - (c) the ranking of the Tenderer after evaluation of its Tender; and
  - (d) whether the Tenderer's Tender was compliant in accordance with RFT Section 6.2 and the basis for any failure to comply.

(2) Tenderers are advised that the University may be required to disclose the RFT Documents and a part or parts of any Tender pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time ("**FIPPA**") or in order to comply with the University's policies or other Governing Law.

(3) Subject to the provisions of FIPPA, the University will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Tenderer as confidential but will not be liable in any way whatsoever to any Tenderer if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under Governing Law. Tenderers are strongly advised to consult their own legal Advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Tenders.

### **3.11 Confidential Information**

(1) For the purpose of this RFT Process, "**Confidential Information**" means all material, data, information or any item in any form, whether spoken or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by the University or the University's Advisors, in connection with the RFT Process, the RFT Documents or the Work, whether supplied, obtained from or provided before or after the RFT Process.

- (2) The Tenderer agrees that all Confidential Information:
- (a) will remain the sole property of the University and the Tenderer will treat it as confidential;
  - (b) will not be used by the Tenderer for any purpose other than developing and submitting a Tender in response to this RFT Process, or the performance of any subsequent agreement relating to the Work with the University;
  - (c) will not be disclosed by the Tenderer to any person who is not involved in the Tenderer's preparation of its Tender, or the performance of any subsequent

agreement relating to the Work with the University, without prior written consent of the University, in its sole discretion;

- (d) will not be used in any way detrimental to the University; and
- (e) if requested by the University, all Confidential Information will be destroyed by the Tenderers no later than 10 Business Days after that request.

(3) Each Tenderer will be responsible for any breach of the provisions of this RFT Section 3.11 by any person to whom it discloses the Confidential Information including, for clarity, the Tenderer's Advisors. Each Tenderer will indemnify the University and each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this RFT Section 3.11 by the Tenderer or by any person to whom the Tenderer has disclosed the Confidential Information. Each Tenderer agrees that the University acts as trustee for each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives with respect to all rights contemplated hereunder arising in favour of an Advisor, a related entity or any of their respective directors, officers, consultants, employees, agents or representatives and that the University has agreed to accept such trust and hold and enforce such rights on behalf of each such Advisor or related entity and each of their respective directors, officers, consultants, employees, agents and representatives.

(4) Each Tenderer acknowledges and agrees that a breach of the provisions of this RFT Section 3.11 would cause the University, its Advisors, and its related entities to suffer loss that could not be adequately compensated by damages, and that the University and its Advisors and related entities may, in addition to any other remedy or relief, enforce any of the provisions of this RFT Section 3.11 upon application to a court of competent jurisdiction without proof of actual damage to the University, its Advisors, or its related entities.

(5) Notwithstanding anything else to the contrary in the RFT Documents, the provisions of this RFT Section 3.11 will survive any cancellation of this RFT Process and the conclusion of the RFT Process and, for greater clarity, will be legally binding on all Tenderers, whether or not a Tenderer submits a Tender.

(6) The confidentiality obligations of the Tenderer will not apply to any information which falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Tenderer, or which, after disclosure to the Tenderer, becomes part of the public domain other than by a breach of the Tenderer's confidentiality obligations or by any act or fault of the Tenderer;
- (b) information which was in the Tenderer's possession prior to its disclosure to the Tenderer by the University, and provided that it was not acquired by the Tenderer under an obligation of confidence; or
- (c) information which was lawfully obtained by the Tenderer from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.

### **3.12 Confidentiality Agreements**

(1) No later than five Business Days after a request by the University, the Tenderer will cause each of its representatives and Advisors who are in receipt of Confidential Information, to execute and deliver to the University a confidentiality agreement in a form prescribed by and with terms and conditions acceptable to the University, in its sole discretion. Tenderers are advised that they will not be provided with

Background Information or any Questions and Answers Documents, and that they will not be permitted to attend a Pre-Tender Meeting or Site Visit, unless and until they comply with this RFT Section 3.12(1).

### **3.13 Copyright and Use of Information in Tenders**

(1) The University's rights, as set out in this RFT Section 3.13, to the Tender and all Tender Information submitted by the Tenderer during the RFT Process will be granted to the University as follows upon submission of the Tender.

(2) Tenderers will not use or incorporate into their Tenders any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Tenderers have, or will procure through licensing without cost to the University, the right to use and employ such concepts, products and processes in and for the Work.

(3) All requirements, designs, documents, plans and information supplied by the University to the Tenderers in connection with this RFT Process are and will remain the property of the University. Upon request of the University, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Tenderer) must be destroyed.

(4) The Tenderer will grant to the University a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free licence (fully assignable without the consent of the Tenderer and with the right to sub-licence without the consent of the Tenderer) to use the Tender Information for the purposes of evaluation of Tenders and the negotiation and execution of any Final Agreement (the "**Tender Information Licence**"). Under no circumstances will the Tenderer, except the counterparty to the University in the Final Agreement in relation to the Work, be liable to the University or to any other person or entity for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the Tender Information pursuant to the Tender Information Licence.

(5) For the purposes of this RFT Section 3.13, "**Tender Information**" includes all information contained in a Tender or which is disclosed by or through a Tenderer to the University during the evaluation of Tenders or during the process of executing any Final Agreement and any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Tenderer and revealed to or discovered by the University, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Tender or the Draft Agreement.

(6) Tenderers will ensure that all intellectual property rights associated with any and all of the Tender Information (including copyright and moral rights but excluding patent rights) provide for and give the University the rights set out in this RFT Section 3.13. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the University to use any of the Tender Information as contemplated in this RFT Section 3.13, or anything else obtained by or through Tenderers, will be unenforceable as against the University and each of their respective Advisors, and that the provisions of this RFT Section 3.13 will take precedence and govern.

### **3.14 Governing Law and Attornment**

(1) The RFT Documents and any Final Agreement will be governed and construed in accordance with Governing Law.

(2) The Tenderer agrees that,

- (a) any action or proceeding relating to this RFT Process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Tenderer and the University irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

- (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFT Process on any jurisdictional basis, including *forum non conveniens*; and
- (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFT Section 3.14(2).

### 3.15 Licences and Permits

(1) If a Tenderer is required by the Governing Law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Tender, neither acceptance of the Tender nor execution of the Final Agreement will be considered to be approved by the University to carry on such activity without the requisite licence, permit, consent or authorization.

### 3.16 Entities Permitted to Submit Tenders

(1) If a prequalification process has preceded the RFT Process, subject to RFT Section 3.18, only the Prequalified Parties are eligible to participate in the RFT Process. The prequalification documents submitted by each Prequalified Party in the prequalification process that preceded the RFT Process are referred to as a Prequalified Party's "**Prequalification Submission**".

(2) If a prequalification process has not preceded the RFT Process, a Tender may be submitted by:

- (a) a single person or entity as the Tenderer;
- (b) a collection of entities or individuals as the Tenderer (a "**Joint Venture Tenderer**" and each entity or individual being a "**Joint Venture Participant**"); or
- (c) a prime contractor and subcontractors.

(3) Where a Tender is submitted by a prime contractor and subcontractors, the prime contractor shall submit a Tender on its own behalf and on behalf of its subcontractors and the prime contractor shall be responsible for ensuring its subcontractors perform their obligations under the Final Agreement.

### 3.17 Tenderers' Costs

(1) The Tenderer will bear all costs and expenses incurred by the Tenderer relating to any aspect of its participation in this RFT Process, including, without limitation, all costs and expenses related to the Tenderer's involvement in,

- (a) the preparation, presentation and submission of its Tender;
- (b) due diligence and information gathering processes;
- (c) attendance at any Pre-Tender Meeting or any other meeting with the University;
- (d) preparation of responses to questions or requests for clarification from the University;
- (e) Site Visits;
- (f) preparation of the Tenderers' Questions during the RFT Process;
- (g) review of the University's Questions and Answers Documents, Background Information, Addenda and Notices;



- (h) preparation of samples, proof of concept and/or demonstrations; and
- (i) any discussions or negotiations with the University regarding the Draft Agreement.

(2) In no event will the University be liable to pay any costs or expenses or to reimburse or compensate a Tenderer under any circumstances, regardless of the conduct or outcome of the RFT Process.

### **3.18 Changes to Tenderers**

(1) If a prequalification process has preceded the RFT Process, during the RFT Process, a Tenderer will not permit a Prequalified Tenderer Change to the Tenderer or any Identified Tenderer Party without the prior written consent of the University. For the purposes of this RFT Section 3.18(1), a change of control will exclude a change in ownership of any shares or units of ownership that are listed on a recognized stock exchange.

(2) If, prior to the Submission Deadline, there is a Prequalified Tenderer Change, the Tenderer will request the consent of the University by notifying the Contact Person in writing through e-mail as soon as possible and, in any event, no later than seven days prior to the Submission Deadline. That notification will clearly identify the Prequalified Tenderer Change and provide details regarding the impact of the Prequalified Tenderer Change on the Tenderer or Identified Tenderer Party, as applicable. In addition, if the Prequalified Tenderer Change involves the proposed substitution of an Identified Tenderer Party, the Tenderer will include sufficient documentation to demonstrate that the proposed substitute would have met or exceeded any applicable criteria applied during the prequalification process that preceded the RFT Process.

(3) In response to a notification in accordance with RFT Section 3.18(2), the University may, in its sole discretion, provide the Tenderer with instructions as to the type of information required by the University to consider the Prequalified Tenderer Change as well as the deadlines for submission of information that the Tenderer must meet in order to have its request considered by the University. The Tenderer will provide any further documentation as may be reasonably requested by the University to assess the impact of the Prequalified Tenderer Change on the Tenderer and any Identified Tenderer Party, including, in the case of a proposed substitution, the acceptability of the proposed substitute. If the University, in its sole discretion, considers the Prequalified Tenderer Change to be acceptable, the University may consent to the Prequalified Tenderer Change. The University's consent to the Prequalified Tenderer Change, however, may be subject to such terms and conditions as the University may require. In the case of a proposed substitution of an Identified Tenderer Party, if a Prequalified Tenderer Change is not acceptable to the University, the Tenderer may propose an alternate substitute for review by the University in the same manner as the first proposed substitute. The University may, in its sole discretion, accept a Prequalified Tenderer Change, subject to such terms and conditions as the University, in its sole discretion, may require, disallow any Prequalified Tenderer Change and may disqualify a Tenderer from further consideration in the RFT Process.

(4) In the case of a Prequalified Tenderer Change made by the Tenderer without consent by the University or a Prequalified Tenderer Change after the Submission Deadline, the University may, in its sole discretion, disqualify the Tenderer and terminate the Tenderer's continued involvement in the RFT Process or allow the Tenderer to continue under such terms and conditions as the University, in its sole discretion, may require.

(5) Irrespective of whether a prequalification process has preceded the RFT Process, if, on or after the Submission Deadline and prior to execution of the Final Agreement, there is a Post-Submission Tenderer Change, then the Tenderer will promptly notify the University in writing to the Contact Person through e-mail. In response to a notification in accordance with this RFT Section 3.18(5), the University may, in its sole discretion, provide the Tenderer with instructions as to the type of information required by the University to consider the Post-Submission Tenderer Change as well as the deadlines for submission of information that the Tenderer must meet in order to have its request considered by the University. The Tenderer will provide any further documentation as may be reasonably requested by the University to assess the impact of the Post-Submission Tenderer Change on the Tenderer, including in the case of a proposed

substitution of a Joint Venture Participant, the acceptability of the proposed substitute. In the case of a proposed substitution, if a Post-Submission Tenderer Change is not acceptable to the University, the Tenderer may propose an alternate substitute for review by the University in the same manner as the first proposed substitute. The University may, in its sole discretion, refuse to accept a Post-Submission Tenderer Change that occurs or is requested by the Tenderer after the Submission Deadline and may, in its sole discretion, disqualify the Tenderer from continuing in the RFT Process.

(6) If, at any time prior to the execution of the Final Agreement, and notwithstanding any other provision in the RFT Documents, there is a change of Control of a Tenderer (the "**Acquiree**") by one of the other Tenderers (the "**Acquirer**"):

- (a) the Acquiree will be immediately disqualified from further participation in this RFT Process; and
- (b) the University may, in its sole discretion, allow the Acquirer to continue in the RFT Process, however, the University's consent to continue may be subject to such terms and conditions as the University may require.

### **3.19 Insurance and Workplace Safety during the RFT Process**

(1) If, during the RFT Process, a Tenderer attends a Site Visit or Pre-Tender Meeting contemplated in the RFT Documents, such Tenderer represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by Governing Law in order to attend such Site Visit or Pre-Tender Meeting.

## **SECTION 4 - TENDER CONTENT AND FORMAT**

### **4.1 Format and Content of Tender**

(1) Tenderers must prepare their Tenders in accordance with and in the content and format requirements set out as follows:

- (a) a completed Tender Submission Form (prepared in accordance with the requirements set out in Schedule B to the RFT);
  - (b) an updated, completed and executed Conflict of Interest Declaration (prepared in accordance with the requirements set out in Schedule C to the RFT);
  - (c) a completed Price Schedule (prepared in accordance with the requirements set out in Schedule D to the RFT); and
  - (d) any additional documents that the Tenderer is obliged to submit as part of its Tender as set out in the RFT Data Sheet.
- (2) Unless otherwise specified in the RFT Data Sheet,
- (a) Tenderers are not permitted to submit pre-printed literature with their Tenders, other than any financial statements that may be explicitly requested by the University in the RFT Documents; and
  - (b) any pre-printed literature submitted (other than any financial statements that may be explicitly requested by the University in the RFT Documents) will not be reviewed by the Evaluation Team.
- (3) Each Tenderer will,
- (a) examine all instructions, terms and conditions, forms and information in the RFT Documents and the Questions and Answers Documents; and

- (b) in a clear, concise and legible manner, complete and submit all documentation and information required by the RFT Documents.

(4) If applicable, the maximum length of the Tender is set out in the RFT Data Sheet. The University may, in its sole discretion, not evaluate any pages of a Tender in excess of the page limit set out in the RFT Data Sheet, which may adversely affect the scoring of the Tender by the Evaluation Team.

(5) Tenderers are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and will take all provisions into account when completing the Price Schedule.

(6) The entire content of a Tenderer's Tender must be submitted in fixed form, and the content of websites or other external documents referred to in the Tenderer's submission will not be considered to form part of its Tender.

#### **4.2 Tender Submission Form**

(1) Each Tenderer will complete and execute the Tender Submission Form attached as Schedule B of this RFT.

(2) Each Tenderer will complete and submit any additional forms attached as Appendices to Schedule B – Tender Submission Form.

(3) Tenderers are required to execute the Tender Submission Form as follows:

- (a) in the case of an individual, the individual will sign the Tender Submission Form and have the signature witnessed;
- (b) in the case of a sole proprietorship, the sole proprietor will sign the Tender Submission Form and have the signature witnessed;
- (c) in the case of a company or corporation, an authorized signing officer will sign the Tender Submission Form;
- (d) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Tender Submission Form and have their signatures witnessed; and
- (e) in the case of a joint venture, each Joint Venture Participant in the Joint Venture Tenderer will sign the Tender Submission Form in accordance with the requirements of RFT Section 4.2(3)(a), 4.2(3)(b) or 4.2(3)(c) as applicable.

#### **4.3 Bonding**

(1) If the Tenderer is required to deliver any form of bid security, the requirements will be set out in the RFT Data Sheet.

#### **4.4 Tender Pricing**

- (1) The Tenderer will include, in the price of its Tender (the "**Total Tender Price**"),
  - (a) all applicable federal, provincial and municipal taxes and duties in force or announced prior to the Submission Deadline, even if the effective date of those taxes or duties is after the Submission Deadline; and
  - (b) all costs and expenses as set out in the Draft Agreement, if set out in the RFT Data Sheet.
- (2) All prices submitted by Tenderers will be in Canadian Dollars

#### 4.5 Joint Ventures and Parental Indemnities

(1) If the Tenderer is a joint venture, it must meet the additional requirements set out in Attachment 1 to the RFT Data Sheet.

(2) The University may, in its discretion, require a Tenderer that is a joint venture or a subsidiary company to submit a guarantee from its parent company (a "**Parental Guarantee**") as a condition of award. If the University requires a Tenderer to submit a Parental Guarantee, the Tenderer will submit such Parental Guarantee in a form and substance acceptable to the University. The University may, in its sole discretion, also require parent companies of the entities forming the Joint Venture Tenderer to be parties to the Final Agreement.

### SECTION 5 - TENDER SUBMISSION, WITHDRAWAL, MODIFICATION

#### 5.1 Submission of Tenders and Late Tenders

(1) Each Tenderer is required to submit its Tender on Bonfire at the link that is set out in the RFT Data Sheet before the Submission Deadline and in accordance with the requirements set out in this RFT Section 5.1.

(2) For the purpose of this RFT Process, the determination of whether a Tender is submitted on or before the Submission Deadline will be based on the electronic time and date set out in the Bonfire portal without consideration as to the time and date it was sent by the Tenderer.

(3) It is the sole responsibility of the Tenderer to ensure that its Tender is received by the University on or before the Submission Deadline. It is the sole responsibility of the Tenderer when submitting a Tender to ensure that it is submitted correctly and in accordance with Bonfire's rules and requirements. For assistance with registration, login credentials, subscription information, fees and general use of Bonfire, Tenderers are advised to contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com). Tenderers can also visit the Bonfire help forum at <https://Bonfirehub.zendesk.com/hc>.

(4) With respect to submission of Tenders, Tenderers are advised as follows:

- (a) Only Tenders received from Tenderers who have obtained the documents directly from MERX or from the University pursuant to RFT Section 2.3(2) will be considered for the purposes of this RFT Process.
- (b) The University will not accept responsibility for the delivery of any Tender that is delivered other than by submitting in Bonfire, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Tenders. For greater certainty, Tenderers should not send the Contact Person an e-mail containing any Tender or portion thereof.
- (c) Each Tenderer must submit, electronically in Bonfire, an electronic copy of the complete Tender on or before the Submission Deadline.
- (d) Each Tenderer is required to submit its Tender electronically in Bonfire in accordance with the requirements set out in Bonfire. Each Tenderer should submit separately, in the file format specified in Bonfire, each of the following portions of its Tender in the dedicated section of Bonfire that is labeled to correspond with the applicable portion of the Tender:
  - (i) a completed Tender Submission Form;
  - (ii) a completed Conflict of Interest Declaration;
  - (iii) a completed Price Schedule; and

- (iv) any additional documents that the Tenderer is obliged to submit as part of its Tender as set out in the RFT Data Sheet.

Tenderers are advised that only one file may be uploaded to each dedicated section of Bonfire unless otherwise specified in Bonfire. Tenderers are cautioned that if a Tenderer attempts to upload more than one file into the same dedicated section, the file that was originally uploaded to the section will be overwritten.

- (e) Tenderers are advised that minimum system requirements for Bonfire include Internet Explorer 11+, Google Chrome, Microsoft Edge or Mozilla Firefox. Tenderers are advised that Javascript must be enabled in order for Bonfire to function.
- (f) Tenderers should allow sufficient time to submit and upload their Tenders. If a Tender contains many large documents or if the Tenderer is not running on high speed internet, the Tenderer may require additional time in order to complete the submission and should budget time for submission of the Tender accordingly. Tenderers are cautioned that Bonfire will not allow the submission of a Tender or portion of a Tender if,
  - (i) the Submission Deadline passes prior to a Tenderer commencing the upload or submission of the Tender or portion of the Tender; or
  - (ii) the Submission Deadline passes while a Tenderer is in the process of uploading or submitting its Tender or portion of a Tender.

If a Tenderer experiences an issue with submission of its Tender, the Tenderer is advised to contact Bonfire directly at the e-mail address set out in RFT Section 5.1(3). The University will be unable to assist with any Bonfire-related issues.

- (g) The largest individual file size that can be submitted by a Tenderer through Bonfire is 1000 MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 1000 MB, the Tenderer is advised to divide its Tender portions into multiple files.
- (h) Each Tenderer should receive an email confirmation receipt with a unique confirmation number once it has submitted its Tender.

(5) A Tender that is not submitted in accordance with the requirements of this RFT Section 5.1 may be rejected by the University and the University will not be under any obligation to notify the Tenderer that the Tender was not submitted in accordance with the requirements of this RFT Section 5.1.

## **5.2 Late Tenders**

- (1) The University will not accept a Tender received after the Submission Deadline.

## **5.3 Withdrawal of Tenders**

(1) A Tenderer may withdraw its Tender by un-submitting its entire Tender on Bonfire prior to the Submission Deadline.

## **5.4 Amendment of Tenders**

(1) Tenderers may amend their Tenders only by completing the process set out in RFT Section 5.4(2) in its entirety prior to the Submission Deadline. Any amended Tender must be finalized and submitted prior to the Submission Deadline in order to be considered. The University will not evaluate any Tenders that were un-submitted by a Tenderer in accordance with RFT Section 5.4(2). The last Tender submitted by a Tenderer will supersede all previously submitted Tenders by such Tenderer.

(2) To amend a Tender, a Tenderer must log into Bonfire, select the appropriate project, scroll to the bottom of the page and click on the un-submit link. Once un-submitted, Tenderers may make changes to the Tender and re-upload the Tender.

### **5.5 Tender Irrevocability**

(1) Subject only to the Tenderer's right to withdraw its Tender prior to the Submission Deadline in accordance with RFT Section 5.3, each Tender will be irrevocable and will remain in effect and open for acceptance by the University for the number of calendar days after the Submission Deadline set out in the RFT Data Sheet.

### **5.6 Tenders to be Retained by University**

(1) The University will not return or delete any Tenders or accompanying documentation.

## **SECTION 6 - TENDER EVALUATION**

### **6.1 Evaluation Team**

(1) The University will establish the Evaluation Team. The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Tenders to a separate team of individuals who are not members of the Evaluation Team, supervised by the Evaluation Team.

### **6.2 Compliance**

(1) The University will review the contents of each Tender to assess whether it is in compliance with the requirements of the RFT Documents, including whether all documents that the Tenderer is obliged to submit in accordance with RFT Section 4.1 have been submitted.

(2) If, in the sole discretion of the University, a Tender does not comply with the requirements of the RFT Documents, the University will, without liability, cost, or penalty reject the Tender and will not consider the Tender further in the RFT Process. For the purpose of this Tender, "comply" and "compliance" means that the Tender conforms to the requirements of the RFT Documents without material deviation.

(3) For the purpose of clarity, each Tenderer acknowledges and agrees that the University's standard in evaluating compliance with the RFT Documents is not an evaluation of absolute compliance. The Tenderer also acknowledges and agrees that the University may waive failures in compliance that, in the University's sole discretion, do not constitute a material deviation in accordance with this RFT Section 6.2.

### **6.3 Evaluation of Tenders**

(1) The Tenderer will submit a Tender that is compliant with the terms and conditions of the Draft Agreement and will be compliant with all other requirements of the RFT Documents.

(2) The University will evaluate Tenders based on,

- (a) the Total Tender Price;
- (b) the information submitted by the Tenderer in its Tender; and
- (c) any other factors set out in the RFT Data Sheet which, for clarity, will be assessed on a pass/fail basis.

(3) The University may, in its sole discretion, interpret any errors, inconsistencies or ambiguities in the Tender.

(4) The University will apply the following rules when reviewing and evaluating the Price Schedules:

- (a) If the amount tendered in the Price Schedule for an item does not agree with the extension of a tender quantity and the tendered unit price, the unit price will govern and the University will correct the Total Tender Price;
- (b) If a mathematical discrepancy exists in the Price Schedule between the tendered unit price, the extension of a tendered quantity and the Total Tender Price, the University will correct the mathematical discrepancy, based on the unit price, and will adjust the Total Tender Price accordingly;
- (c) If a Tenderer has made an error in transferring an amount from one part of the Tender to another, the University will assume that the amount shown before the transfer, subject to any corrections made by the University in accordance with RFT Sections 6.3(4)(a) or 6.3(4)(b) is correct. The University will correct the amount shown after the transfer and adjust the Total Tender Price accordingly; and
- (d) If an amount tendered in the Price Schedule is for the cumulative price for a group of individual component parts and the cumulative price contains a mathematical error, the prices of the individual component parts will govern and the University will correct the Total Tender Price.

(5) In evaluating the Tender the University may, in its sole discretion, compare the Total Tender Prices of Tenderers based on the University's opinion as to which Total Tender Price and Tender represents the best value for the University.

#### **6.4 The University's Discretion**

- (1) The University will, in its sole discretion, determine,
  - (a) the membership of the Evaluation Team;
  - (b) whether a Tender is in compliance with the RFT Documents;
  - (c) whether a failure to comply constitutes a material deviation or reservation;
  - (d) the rankings of the Tenders;
  - (e) the evaluation results for each Tenderer; and
  - (f) whether a Tender or a Tenderer,
    - (i) is disqualified; or
    - (ii) will cease to be considered in the evaluation process.
- (2) If the RFT Process was preceded by a prequalification process, the University's discretion in determining compliance, ranking and disqualification is not limited or restricted in any way by the fact that a prequalification process has preceded the RFT Process.
- (3) Notwithstanding anything else to the contrary in the RFT Documents, if the University, in its sole discretion, is of the opinion that a Tenderer has submitted a price that is too low to be sustainable and to ensure the delivery of the Works in accordance with the Draft Agreement, the University may reject such Tender.

#### **6.5 Disqualification**

- (1) The University may, in its sole discretion, disqualify a Tender or cancel its decision to make an award under the RFT Documents, at any time prior to the execution of the Final Agreement by the University, if,

- (a) the Tender is determined to be non-compliant pursuant to RFT Section 6.2;
- (b) the Tenderer fails to cooperate in any attempt by the University to clarify or verify any information provided by the Tenderer;
- (c) the Tenderer is not, in the University's sole discretion, financially creditworthy;
- (d) the Tenderer does not, in the University's sole discretion, satisfy the University's privacy and security requirements;
- (e) the Tenderer contravenes RFT Sections 3.6 or 3.8;
- (f) the Tenderer fails to comply with the Governing Law;
- (g) the Tender contains false or misleading information;
- (h) the Tender, in the sole discretion of the University, reveals a perceived, potential or actual Conflict of Interest that cannot be managed, mitigated or minimized;
- (i) the Tenderer misrepresents any information provided in its Tender;
- (j) a Prequalified Tenderer Change has occurred which has not been accepted by the University in accordance with RFT Section 3.18(3);
- (k) a Post-Submission Tenderer Change has occurred which has not been accepted by the University in accordance with RFT Section 3.18(5);
- (l) the Tenderer is the Acquiree in a change of Control;
- (m) the Tenderer fails to disclose any information (including in any declaration or form attached to the Tender in connection with the RFT Documents) that would materially adversely affect the University's evaluation of the Tender;
- (n) the University becomes aware of a perceived, potential or actual Conflict of Interest as described in RFT Section 1.5 and the Tenderer,
  - (i) does not receive a waiver from the University in accordance with RFT Section 1.5(5)(c) or does not receive a consent in accordance with RFT Section 3.7(2), as applicable; or
  - (ii) fails to substitute the person or entity giving rise to the perceived, potential or actual Conflict of Interest in accordance with RFT Section 1.5(5)(b);
- (o) at any time prior to the Submission Deadline, the University became aware that the Tenderer failed to disclose an actual Conflict of Interest in any past or current procurement issued by the University, unless the Tenderer has demonstrated to the satisfaction of the University that the Tenderer has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;
- (p) there is evidence that the Tenderer or any of its respective employees, agents, consultants, contractors, service providers or representatives directly or indirectly colluded with one or more other Tenderers or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Tenders or otherwise contravened RFT Section 3.9;
- (q) the Tenderer has breached any agreement with the University (whether or not the University exercises any right to terminate such agreement) or has breached the University of Toronto's Code of Ethics;



- (r) the Tenderer has been convicted of an offence in connection with any services rendered to the University;
  - (s) the Tenderer has breached an agreement for work similar to the Work that is the subject of the RFT Documents with an entity other than the University;
  - (t) the Tenderer was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;
  - (u) a Tenderer is, at the time of issuance of the RFT Documents or any time during the RFT Process, engaged in ongoing litigation against the University;
  - (v) there are any convictions related to inappropriate bidding practices or unethical behaviour by a Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or
  - (w) a Tenderer engages in any activity which, at the sole discretion of the University, is contrary to the public interest or is harmful to the integrity or reputation of the University.
- (2) For the purposes of RFT Section 6.5(1) the term Tenderer includes the Tenderer itself and,
- (a) if the Tenderer is an individual,
    - (i) any current employee of the Tenderer;
    - (ii) any partnership of which the Tenderer is or was a partner; and
    - (iii) any corporation of which the Tenderer is or was a controlling shareholder;
  - (b) if the Tenderer is a corporation,
    - (i) any current director, officer, employee or controlling shareholder of the Tenderer;
    - (ii) any partnership of which the Tenderer is or was a partner; and
    - (iii) any corporation of which the Tenderer is or was a controlling shareholder; and
  - (c) if the Tenderer is a partnership,
    - (i) any current member or employee of the Tenderer; and
    - (ii) any corporation of which the Tenderer is or was a controlling shareholder.

## **6.6 The University's Right to Accept, Reject and Cancel**

- (1) The University may, in its sole discretion, and at any time during the RFT Process,
  - (a) reject any or all Tenders, including the Tender with the lowest Total Tender Price;
  - (b) accept any Tender, including a Tender that does not have the lowest Total Tender Price;
  - (c) if only one Tender is received, accept or reject that Tender;

- (d) discontinue the RFT Process at any time prior to the issuance by the University of the Notification of Award;
- (e) alter the Timetable and the RFT Process in accordance with RFT Section 3.1;
- (f) waive any threshold or minimum passing score;
- (g) cancel the RFT Process and subsequently conduct another competitive process for the same Work that is the subject matter of the RFT Documents or subsequently enter into negotiations with any person or persons with respect to the Work that is the subject matter of the RFT Documents.;
- (h) reject a Tender from a Tenderer that has had an agreement or agreements with the University and which the University terminated for default;
- (i) reject a Tender from a Tenderer that has previously been given a Notification of Award of agreement by the University and has failed to proceed with the work of that agreement; and
- (j) change the RFT Process or any other aspect of the RFT Documents.

(2) If the University determines that all or the majority of Tenders submitted are non-compliant, the University may take any action in accordance with RFT Section 6.6(1).

(3) The University will not be liable for any expense, cost, loss or damage occurred or suffered by any Tenderer, or any person connected with any Tenderer, as a result of any action referred to in RFT Section 6.6(1) or RFT Section 6.6(2).

## **SECTION 7 TENDER AWARD AND AGREEMENT SUBMISSION AND EXECUTION**

### **7.1 Tender Award**

(1) On completion of its evaluation process, the University will identify the Successful Tenderer and the University will send a written notification or award of agreement to the Successful Tenderer (the "**Notification of Award**"). The Notification of Award will indicate the University's acceptance of the Successful Tenderer's Tender.

(2) The University will include the documents set out in the RFT Data Sheet with the Notification of Award.

(3) At the time the Successful Tenderer is notified pursuant to RFT Section 7.1(1), the Successful Tenderer and the University will enter into discussions to finalize the Final Agreement.

(4) After the selection of the Successful Tenderer, if any, the University may finalize the terms and conditions of the Final Agreement with the Successful Tenderer, and, as part of that process, may in its sole discretion, negotiate changes, amendments or modifications to the Successful Tenderer's Tender or the Draft Agreement.

(5) Each Successful Tenderer is required to sign the Final Agreement in the same form and substance as the Draft Agreement attached as Schedule E of this RFT.

### **7.2 Execution and Submission of Agreement Documents**

(1) No later than ten days after the date of the Successful Tenderer's receipt of the Notification of Award, the Successful Tenderer will submit to the University,

- (a) the Draft Agreement signed by the person legally authorized to bind the Successful Tenderer;
- (b) Performance and Labour and Material Payment Bonds in the form provided by the University and executed by the Successful Tenderer's surety in accordance with the RFT Documents;
- (c) a certificate of insurance in the form provided by the University and executed by the Successful Tenderer's insurance broker in accordance with the RFT Documents; and
- (d) a current clearance certificate issued by the WSIB.

### **7.3 Failure to Execute the Agreement and Provide Documents**

(1) The University may, in its sole discretion, cancel its decision to enter into a Final Agreement with a Successful Tenderer if,

- (a) the University elects to exercise its discretion pursuant to RFT Sections 6.5, 6.6(1) or 7.3(2);
- (b) a Prequalified Tenderer Change or a Post-Submission Tenderer Change has occurred in respect of the Successful Tenderer which has not been approved by the University in accordance with RFT Section 3.18(3) or RFT Section 3.18(5); or
- (c) any other material change has occurred with respect to the Successful Tenderer's Tender.

(2) If the Successful Tenderer fails to meet its obligations pursuant to RFT Section 7.2, the University may, in its sole discretion,

- (a) withdraw its Notification of Award, without liability, cost or penalty to the University;
- (b) accept the next lowest or any Tender;
- (c) carry out a new RFT Process; or
- (d) have the Work carried out in any other way the University, in its sole discretion, considers is in the best interest of the University.

(3) A Successful Tenderer that fails to meet its obligations in accordance with RFT Section 7.2 will,

- (a) indemnify and save harmless the University from all loss, damage, cost, charges and expenses that the University may suffer or be put to by reason of the Successful Tenderer's failure to carry out its obligations; and
- (b) make no claim whatsoever for any costs or expenses incurred by the Tenderer after the Notification of Award.

(4) If the Successful Tenderer fails to meet its obligations in accordance with RFT Section 7.2, the University may, in its sole discretion, prohibit the Successful Tenderer from submitting a tender or proposal on subsequent requests for tenders or requests for proposals issued by the University for a period of time that the University considers to be appropriate.

## **SECTION 8 - LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY**

### **8.1 Notification If Successful Or Not**

(1) The University will post a Notice that sets out the Successful Tenderer(s) on MERX. Tenderers acknowledge that this notification may disclose the pricing information submitted by the Successful Tenderer(s).

### **8.2 Debriefing**

(1) Unsuccessful Tenderers may request a debriefing after the posting of the Notice pursuant to RFT Section 8.1(1) by e-mail to the Contact Person. All Tenderer requests should be in writing to the Contact Person no later than 60 calendar days following the posting of such notification. The University will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Tenderer's Tender, why it was unsuccessful, and the relative advantages of the Successful Tenderer's Tender. The debriefing is not for the purpose of challenging the procurement process.

### **8.3 Dispute Resolution**

(1) With respect to any disputes that may arise in connection with this RFT Process, Tenderers are referred to the bid dispute resolution standard operating procedure set out on the University's website.

### **8.4 Limit on Liability**

(1) The Tenderer and all other entities participating in this RFT Process agree that if the University is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFT Process, the total liability of the University to any Tenderer or any other entity participating in this RFT Process, and the aggregate amount of damages recoverable against the University for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the University will be no greater than the Tenderer's cost of preparing its Tender or the liability cap amount set out in the RFT Data Sheet, whichever is less.

## **SECTION 9 - DEFINITIONS**

### **9.1 General**

(1) In the RFT Documents, the singular is deemed to include the plural and the plural is deemed to include the singular, except where the context otherwise requires.

(2) All references in the RFT Documents to "discretion" or "sole discretion" means in the sole and absolute discretion of the party exercising the discretion.

### **9.2 RFT Definitions**

Whenever used in the RFT Documents,

(1) "**Acquiree**" is defined in RFT Section 3.18(6);

(2) "**Acquirer**" is defined in RFT Section 3.18(6);

(3) "**Addendum**" means a written addendum to the RFT Documents issued by the University as set out in RFT Section 3.4;

(4) "**Advisor**" means any person or firm retained to provide professional advice to any one of the University or a Tenderer, as applicable;

(5) “**Affiliate**” means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;

(6) “**Background Information**” is defined in RFT Section 2.1(3);

(7) “**Bonfire**” is the University’s web portal tool that will be used for the submission of Tenders in accordance with this RFT Process;

(8) “**Business Day**” means any day of the week other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any day that the University has elected to be closed for business;

(9) “**Commercially Confidential Question**” is defined in RFT Section 3.2(1)(b)(ii);

(10) “**Confidential Information**” is defined in RFT Section 3.11(1);

(11) “**Conflict of Interest**” is defined in RFT Section 1.5(1);

(12) “**Contact Person**” means the contact person listed in the RFT Data Sheet in respect of RFT Section 1.3(1);

(13) “**Control**” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;

(14) “**Draft Agreement**” is defined in RFT Section 2.1(1)(f);

(15) “**Evaluation Team**” means the evaluation team established by the University for the purpose of evaluating Tenders, as set out in RFT Section 6.1(1);

(16) “**Final Agreement**” is defined in RFT Section 1.1(2);

(17) “**FIPPA**” is defined in RFT Section 3.10(1);

(18) “**General Question**” is defined in RFT Section 3.2(1)(b)(i);

(19) “**Governing Law**” means the laws of Ontario and the applicable laws of Canada;

(20) “**Identified Tenderer Party**” means any of the entities identified in the Tenderer’s Prequalification Submission, including for clarity, proposed subcontractors, key individuals or Joint Venture Participants;

(21) “**includes**” and “**including**” means “includes without limitation” and “including without limitation” respectively;

(22) “**Ineligible Person’s Affiliate**” is defined in RFT Section 3.7(1);

(23) “**Ineligible Persons**” is defined in RFT Section 3.7(1);

(24) “**Joint Venture Participant**” is defined in RFT Section 3.16(2)(b);

(25) “**Joint Venture Tenderer**” is defined in RFT Section 3.16(2)(b);

(26) “**MERX**” means the electronic bid solicitation website used by the University for this RFT Process;

(27) “**Notice**” means a written notice issued by the University as set out in RFT Section 3.3;

- (28) **"Notification of Award"** is defined in RFT Section 7.1(1).
- (29) **"Parental Guarantee"** is defined in RFT Section 4.5(2);
- (30) **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted;
- (31) **"Post-Submission Tenderer Change"** means:
  - (a) an actual or proposed change of Control of the Tenderer;
  - (b) a change in circumstances that may materially adversely affect a Tenderer in a way which could impair the Tenderer's ability to perform its respective obligations under or in connection with the Draft Agreement; or
  - (c) the withdrawal of any Joint Venture Participant from a Joint Venture Tenderer and the proposed substitution of such person or entity;
- (32) **"Pre-Tender Meeting"** is defined in RFT Section 3.5(1);
- (33) **"Prequalification Submission"** is defined in RFT Section 3.16(1);
- (34) **"Prequalified Parties"** is defined in RFT Section 1.1(2)(b);
- (35) **"Prequalified Tenderer Change"** means:
  - (a) an actual or proposed change of Control of the Tenderer or any Identified Tenderer Party;
  - (b) a change in circumstances that may materially adversely affect a Tenderer or an Identified Tenderer Party in a way which could impair the Tenderer's or the Identified Tenderer Party's ability to perform their respective obligations under or in connection with the Draft Agreement;
  - (c) the withdrawal of any of the Identified Tenderer Parties and the proposed substitution of such person or entity; or
  - (d) the proposed addition of any person or entity as an Identified Tenderer Party;
- (36) **"Price Schedules"** means the price schedules attached as Schedule D – Price Schedules of this RFT;
- (37) **"Question"** is defined in RFT Section 3.2(1);
- (38) **"Questions and Answers Document"** and **"Questions and Answers Documents"** are defined in RFT Section 3.2(2);
- (39) **"RFT"** is defined in RFT Section 2.1(1)(a);
- (40) **"RFT Data Sheet"** means Schedule A to this RFT;
- (41) **"RFT Documents"** is defined in RFT Section 2.1(1);
- (42) **"RFT Number"** is defined in RFT Section 1.1(1);
- (43) **"RFT Process"** is defined in RFT Section 1.1(3);

- (44) “**Site**” is defined in RFT Section 1.1(1);
- (45) “**Site Visit**” is defined in RFT Section 3.5(1);
- (46) “**Submission Deadline**” is defined in RFT Section 3.1(1);
- (47) “**Successful Tenderer**” is defined in RFT Section 1.1(2);
- (48) “**Tender**” is defined in RFT Section 1.1(2);
- (49) “**Tenderer**” is defined in RFT Section 1.1(2);
- (50) “**Tenderer Representative**” is defined in RFT Section 1.4(1);
- (51) “**Tender Information**” is defined in RFT Section 3.13(5);
- (52) “**Tender Information Licence**” is defined in RFT Section 3.13(4);
- (53) “**Tender Submission Form**” means the tender submission form attached as Schedule B to this RFT;
- (54) “**Timetable**” is defined in RFT Section 3.1(1);
- (55) “**Total Tender Price**” is defined in RFT Section 4.4(1);
- (56) “**University**” is defined in RFT Section 1.1(1); and
- (57) “**Work**” is defined in RFT Section 1.1(1).

**SCHEDULE A**  
**RFT DATA SHEET**



**RFT DATA SHEET  
SCHEDULE A TO THE RFT**

<b>RFT SECTION REFERENCE AND DESCRIPTION</b>	<b>ITEM</b>
RFT Section 1.1(1) – Name and Description of the Work	Name and Description of Work: This Request for Tender issued by the Facilities Management and Planning Department at the University of Toronto Mississauga on behalf of The Governing Council of the University of Toronto is a call to General Contractors pre-qualified under RFSQ UTM200095 - General Contractor Services - Construction Category A to submit Tenders for the provision of General Contractor Services for the “General Contracting Services for Pre-Engineered Building (PEB) Project”.
RFT Section 1.1(1) – Location of the Work	University of Toronto Mississauga
RFT Section 1.1(1) and 3.2(1)(a)(ii) – RFT Number	The RFT Number is UTM200239. The internal UTM Project number is P300-22-190.
RFT Section 1.1(2) – Tenderers	The RFT Process is an invitational call to general contractors prequalified under RFSQ UTM200095 - General Contractor Services - Construction Category A.
RFT Section 1.3(1) and 3.2(1) – Contact Person and Questions	The name of the Contact Person is: <b>Elizabeth Fuller – Procurement Officer</b> The e-mail address of the Contact Person is: <a href="mailto:procurement.utm@utoronto.ca">procurement.utm@utoronto.ca</a>
RFT Section 1.6(1) – University Policies	<ul style="list-style-type: none"> <li>Tenderers must adhere to the University of Toronto General Labour Conditions as outlined in Schedule E Draft Agreement and Schedules to Draft Agreement, Schedule E Draft Agreement and Schedules to Draft Agreement Supplementary Conditions to the Stipulated Priced Contract (CCDC2-2020), SC # 62.2. <a href="https://governingcouncil.utoronto.ca/secretariat/policies">https://governingcouncil.utoronto.ca/secretariat/policies</a></li> </ul>
RFT Section 2.1(3) – Background Information Document	Background Information Document: Please refer to Schedule E Draft Agreement and Schedules to Draft Agreement, Schedule 1 Description of Goods and / or Services.

RFT SECTION REFERENCE AND DESCRIPTION	ITEM																					
<p>RFT Section 3.1(1) – Timetable</p>	<p>Timetable:</p> <table border="0"> <tr> <td>(a)</td> <td>Issuance of RFT Documents</td> <td>November 28, 2024</td> </tr> <tr> <td>(b)</td> <td>Deadline for Tenderers’ disclosure with respect To RFT Section 3.6(4)(a)</td> <td>December 12, 2024 2:00:00 p.m. local time</td> </tr> <tr> <td>(c)</td> <td>Deadline for Tenderers to submit their Conflict of Interest Declarations</td> <td>December 12, 2024 2:00:00 p.m. local time</td> </tr> </table> <p><b>Note to Bidders: Pursuant to RFT Sections 1.5 and 3.6(4)(a), a Bidder only required to submit Schedule C – Conflict of Interest Declaration to the Contact Person via email by this deadline they believe they may have a perceived, potential or actual Conflict of Interest. Bidders with no such conflicts to disclose may disregard this deadline but will continue to be required to submit Schedule C – Conflict of Interest Declaration with their Final Submission.</b></p> <table border="0"> <tr> <td>(d)</td> <td>Deadline for Tenderers to submit Questions</td> <td>December 12, 2024 2:00:00 p.m. local time</td> </tr> <tr> <td>(e)</td> <td>Deadline for posting all Questions and Answers Documents</td> <td>N/A</td> </tr> <tr> <td>(f)</td> <td>Deadline for issuance of Addenda (except Addenda related to the Timetable)</td> <td>December 17, 2024</td> </tr> <tr> <td>(g)</td> <td>Deadline for Submission of Tenders (Submission Deadline)</td> <td>January 8 2025 2:00:00 p.m. local time</td> </tr> </table> <p>The Bonfire portal will be used for the purposes of determining the Submission Deadline.</p> <p><b>Please be advised that the University will be closed for the holidays from December 24, 2024, and will reopen for regular operations on January 6, 2025. During this period, no questions will be addressed, nor will any addenda be issued to Tenderers.</b></p>	(a)	Issuance of RFT Documents	November 28, 2024	(b)	Deadline for Tenderers’ disclosure with respect To RFT Section 3.6(4)(a)	December 12, 2024 2:00:00 p.m. local time	(c)	Deadline for Tenderers to submit their Conflict of Interest Declarations	December 12, 2024 2:00:00 p.m. local time	(d)	Deadline for Tenderers to submit Questions	December 12, 2024 2:00:00 p.m. local time	(e)	Deadline for posting all Questions and Answers Documents	N/A	(f)	Deadline for issuance of Addenda (except Addenda related to the Timetable)	December 17, 2024	(g)	Deadline for Submission of Tenders (Submission Deadline)	January 8 2025 2:00:00 p.m. local time
(a)	Issuance of RFT Documents	November 28, 2024																				
(b)	Deadline for Tenderers’ disclosure with respect To RFT Section 3.6(4)(a)	December 12, 2024 2:00:00 p.m. local time																				
(c)	Deadline for Tenderers to submit their Conflict of Interest Declarations	December 12, 2024 2:00:00 p.m. local time																				
(d)	Deadline for Tenderers to submit Questions	December 12, 2024 2:00:00 p.m. local time																				
(e)	Deadline for posting all Questions and Answers Documents	N/A																				
(f)	Deadline for issuance of Addenda (except Addenda related to the Timetable)	December 17, 2024																				
(g)	Deadline for Submission of Tenders (Submission Deadline)	January 8 2025 2:00:00 p.m. local time																				
<p>RFT Section 3.5(2) – Site Visit and Pre-Tender Meeting</p>	<p><b>Further to RFT section 3.5(2) The University will be conducting a Mandatory site visit.</b></p> <p><b>Mandatory Site Visit – December 4, 2024 @1:00 PM Local Time.</b></p> <p><b>Meeting Location:</b> Meet in front of the Paleomagnetism Lab (Paleo Building), 3275 Principal's Road, Building Number 317, Mississauga, ON, L5L 1C6.</p> <p><a href="https://www.utm.utoronto.ca/about-us/contact-us/maps-directions">https://www.utm.utoronto.ca/about-us/contact-us/maps-directions</a></p> <p>The site visit is intended for Tenderers to carefully examine the site and note the conditions affecting the work prior to the tender submission.</p> <p>Visitor/daily parking permits may be purchased from Pay and Display machines in Lots P4, P8 and P9, Alumni House or in the CCT Garage. For further information regarding visitor parking at the University of Toronto Mississauga, please refer to: <a href="http://www.utm.utoronto.ca/parking/visitorday-parking">http://www.utm.utoronto.ca/parking/visitorday-parking</a></p>																					

RFT SECTION REFERENCE AND DESCRIPTION	ITEM
RFT Section 3.5(4) – Safety Requirements and/or Restrictions	<a href="https://www.utoronto.ca/utogether/">https://www.utoronto.ca/utogether/</a>
RFT Section 3.6(2)(c)(ii) – Prohibited Contacts	<i>Not Applicable</i>
RFT Section 3.7(1) – Ineligible Persons	<i>Not Applicable</i>
RFT Section 4.1(1)(d) and 5.1(4)(d)(iv) – RFT Documents	Tenderer must provide the following additional documents with their submission package: 10% Bid Bond.
RFT Section 4.1(2) – Pre-printed Literature	Pre-printed literature submitted will not be reviewed by the Evaluation Team.
RFT Section 4.1(4) – Format and Content of Tender	<i>Not Applicable</i>
RFT Section 4.3(1) – Bid Security	Tenderer must provide the following bid securities with their submission package: 10% Bid Bond.
RFT Section 4.4(1)(b) – Tender Pricing	Tenderer to provide all the necessary labour, plant, equipment, and materials necessary to perform the completion work and to conform to all requirements as specified in the Schedule E.
RFT Section 4.5(1) – Joint Ventures	See Attachment 1 to Schedule A for Joint Venture Requirements.

RFT SECTION REFERENCE AND DESCRIPTION	ITEM										
RFT Section 5.1(1) – Bonfire Link for Submission of Tenders	Each Tenderer is required to submit its Tender on Bonfire at the following link: <a href="https://utoronto.bonfirehub.ca/opportunities/private/bc29c78a7e430987b5c3228d3a7ed3f9">https://utoronto.bonfirehub.ca/opportunities/private/bc29c78a7e430987b5c3228d3a7ed3f9</a>										
RFT Section 5.5(1) – Tender Irrevocability	<b>90 Days</b>										
RFT Section 6.3(2)(c) – Tender Evaluation	<p>In addition to the factors set out in RFT Section 6.3(2)(a) and 6.3(2)(b), the University will evaluate the Tenders based on the following additional factors:</p> <table border="0"> <tr> <td data-bbox="428 810 1295 842">(a) Completed Schedule B Tender Submission Form</td> <td data-bbox="1300 810 1533 842">Pass/Fail</td> </tr> <tr> <td data-bbox="428 869 1295 900">(b) Completed Schedule C Conflict of Interest Declaration</td> <td data-bbox="1300 869 1533 900">Pass/Fail</td> </tr> <tr> <td data-bbox="428 928 1295 959">(c) Completed Schedule D Price Schedule</td> <td data-bbox="1300 928 1533 959">Pass/Fail</td> </tr> <tr> <td data-bbox="428 987 1295 1018">(d) 10% Bid Bond</td> <td data-bbox="1300 987 1533 1018">Pass/Fail</td> </tr> <tr> <td data-bbox="428 1045 1295 1077">(e) Mandatory Site Visit Attendance</td> <td data-bbox="1300 1045 1533 1077">Pass/Fail</td> </tr> </table>	(a) Completed Schedule B Tender Submission Form	Pass/Fail	(b) Completed Schedule C Conflict of Interest Declaration	Pass/Fail	(c) Completed Schedule D Price Schedule	Pass/Fail	(d) 10% Bid Bond	Pass/Fail	(e) Mandatory Site Visit Attendance	Pass/Fail
(a) Completed Schedule B Tender Submission Form	Pass/Fail										
(b) Completed Schedule C Conflict of Interest Declaration	Pass/Fail										
(c) Completed Schedule D Price Schedule	Pass/Fail										
(d) 10% Bid Bond	Pass/Fail										
(e) Mandatory Site Visit Attendance	Pass/Fail										
RFT Section 7.1(2) – Notification of Award	<p>Upon Notification of Award the successful Tenderer will be provided with a Letter of Intent. This letter is your authorization to commence the required work preparatory to the CCDC2 immediately including all the submissions noted below. In accordance with the RFT and Contract Requirements please submit the following documents immediately in hard copy original form, except where noted otherwise, <u>prior to commencing any work.</u></p> <ul style="list-style-type: none"> <li>(a) WSIB Certificate of Clearance including confirmation of good standing with the Workplace Safety and Insurance Board.</li> <li>(b) A copy of the Notice of Project from the Ministry of Labour.</li> <li>(c) Performance Bond, and Labour and Materials Bond in the amounts noted in the Request for Tender documents and in a format acceptable to the University of Toronto.</li> <li>(d) A valid Certificate of Insurance in the necessary format and in the amounts noted in the RFT documents and ensuring that the University of Toronto is a named insured.</li> <li>(e) Construction Schedule.</li> <li>(f) Confirmation of Identified Prices.</li> <li>(g) Confirmation and List of all Sub-Contractors.</li> </ul>										
RFT Section 8.4(1) – Limit on Liability	The Limit on Liability cap is <b>\$5,000.</b>										

**Attachment 1**  
**to**  
**Schedule A**  
**Joint Venture Requirements**

**JOINT VENTURE REQUIREMENTS**  
**ATTACHMENT 1 TO SCHEDULE A**

1.1 Each Joint Venture Participant must individually satisfy the following criteria:

(a)

(b)

***[Insert criteria that each participant in the joint venture must satisfy individually.]***

1.2 The Joint Venture Tenderer will state in its Tender the joint venture arrangements that form the basis on which the Joint Venture Tenderer plans to carry out its obligations under the Final Agreement. The Joint Venture Tenderer will not change its joint venture arrangements without the prior written approval of the University.

1.3 One of the Joint Venture Participants who is responsible for performing a key function or in executing a major component of the Final Agreement will be nominated as being the Participant in Charge. The Participant in Charge will be in charge during the RFT Process and, in the event of a successful Tender, during finalization and execution of the Final Agreement. The Participant in Charge will be authorized by the other Joint Venture Participants to incur liabilities and receive instructions for and on behalf of any and all participants of the Joint Venture Tenderer. Each Joint Venture Participant will demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.

1.4 All participants of the Joint Venture Tenderer will be legally liable, jointly and severally, during the RFT Process and for carrying out the obligations pursuant to the Final Agreement terms and conditions, and a statement to this effect will be included in the authorization set out in Attachment 1 to the RFT Data Sheet.

**SCHEDULE B**  
**TENDER SUBMISSION FORM**

**TENDER SUBMISSION FORM  
SCHEDULE B TO THE RFT**

**TO: University of Toronto, 3359 Mississauga Road, L5L 1C6**

**Attn: Elizabeth Fuller - Procurement Officer**

**RE: UTM200239 - General Contracting Services for Pre-Engineered Building (PEB) Project**

**1. Tenderer Information**

(a) Tenderer's registered legal business name and any other name under which it carries on business:

---

---

---

(b) Tenderer's address, telephone and facsimile numbers:

---

---

---

(c) Name, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Tenderer:

---

---

---

(d) Name of the person who is primarily responsible for the Tender:

---

---

---

(e) Whether the Tenderer is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

---

---

---

(f) Name(s) of the proprietor, where the Tenderer is a sole proprietor; each of the directors and officers where the Tenderer is a corporation; each of the partners where the Tenderer is a partnership; and applicable combinations of these when the Tenderer is a joint venture or a not-for-profit organization, whichever applies:

---

---

---



- (g) Joint Venture Information  
(See Attachment 1 to Schedule A – RFT Data Sheet)

**2. Regulatory Matters**

We confirm as follows:

- (a) With respect to the *Excise Tax Act*, we are either:
  - (i) a Harmonized Sales Tax registrant for purposes of the *Excise Tax Act* and our HST registration number is \_\_\_\_\_; or
  - (ii) not a HST registrant for the purposes of the *Excise Tax Act*.

**[Note: Tenderers to strike the provision not applicable to them.]**

**3. Tender**

With respect to the above noted RFT, we confirm as follows:

- (a) capitalized terms used in clauses (b) through (t) below will have the meanings given thereto in the RFT Documents;
- (b) except to the extent that we have sought and received written approval in accordance with RFT Section 3.18, there have been no changes to the Tenderer;
- (c) there have been no changes in circumstance that could have a material adverse effect on the Tenderer in a way that could impair our ability to perform the obligations under the Draft Agreement;
- (d) except for those actions, suits or proceedings as disclosed in our Prequalification Submission, if any, there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to provide the Work or, to the best of our knowledge after reasonable inquiry, threatened against us and we are not aware of any ground on which such an action, suit or proceeding might be commenced, except for the following:
  - (i) actions, suits or proceedings, if applicable:
    1. \_\_\_\_\_
    2. \_\_\_\_\_
    3. \_\_\_\_\_

**[Tenderer to add more rows if necessary.]**

- (e) we have not and, to the best of our knowledge, our Advisors have not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFT Process in contravention of RFT Section 3.6;
- (f) we have and, to the best of our knowledge, our Advisors have complied fully with RFT Section 3.9. We confirm that:
  - (i) we have not discussed or communicated, directly or indirectly, with any other Tenderer, any information whatsoever regarding the preparation of our Tender or the Tender of the other Tenderers in a way that would contravene Governing Law; and

- (ii) we have prepared and submitted our Tender independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Tenderer;
- (g) we have and, to the best of our knowledge, our Advisors have complied fully with RFT Sections 3.8, 3.11, 3.13 and the provisions of any confidentiality agreement entered into in connection with the RFT Process;
- (h) at the time of submitting our Tender, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- (i) our Tender is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by the University whether provided through MERX or in any other way whatsoever;
- (j) we have obtained tax advice from our own advisors and experts, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to any participation in a subsequent procurement process related to the Work, the Work or Draft Agreement;
- (k) we have examined the RFT Documents and confirm that we have received all pages of the RFT Documents;
- (l) we have made any necessary inquiries with respect to Addenda issued by the University and have ensured that we have received and examined all Addenda to the RFT Documents;
- (m) our Tender is based on the terms and conditions of the RFT Documents;
- (n) we acknowledge and accept the obligations set out in RFT Section 3.11;
- (o) we acknowledge and accept the limit of liability set out in RFT Section 8.4;
- (p) by the submission of our Tender we submit a binding offer to carry out all Work and obligations described in the RFT Documents in accordance with the terms and conditions of the RFT Documents; for the compensation set out in the Price Schedule of our Tender and in accordance with the RFT Documents;
- (q) the prices contained in the Price Schedule are based on the terms and conditions of the RFT Documents;
- (r) we have conducted ourselves with integrity and propriety and we have not engaged in any inappropriate bidding practices or unethical behaviour in the course of the RFT Process.
- (s) we agree to hold our Tender open for acceptance until the expiration of the period of Tender irrevocability set out in the RFT Documents; and
- (t) we agree to provide any required information and cooperate with the University with respect to the conduct of background checks and security screening of employees.

**4. Conflict of Interest, Confidential Information, and Inappropriate Bidding Practices**

(a) We confirm that we do not have any perceived, potential or actual Conflict of Interest or any other type of unfair advantage in submitting our Tender or performing or observing the contractual obligations set out in the Draft Agreement, except as disclosed in the Conflict of Interest Declaration included in our Tender.

(b) We confirm that we have not had access to University confidential information, other than the RFT Documents themselves, with respect to this RFT Process, except as disclosed as follows.

(c) We confirm that there are no charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction, other than as described below.

**(1) Confidential Information**

In addition to the RFT Documents, we have access to the following confidential information relating to the RFT Process.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**[Tenderer to add more rows if necessary.]**

**(2) Inappropriate Bidding Practices and Unethical Behaviour**

The following is a description of all charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**[Tenderer to add more rows if necessary.]**

\_\_\_\_\_  
Signed by person or persons authorised to bind the Tenderer

\_\_\_\_\_  
Print Name and Title of Person Signing

**Attachment 1**  
**to**  
**Schedule B**  
**Subcontractors**

**SUBCONTRACTORS  
ATTACHMENT 1 TO SCHEDULE B**

**Please refer to *Attachment C to Schedule 1 List of Subcontractors and Identified Prices*.**

**The Subcontractors and Identified Prices listed in *Attachment C to Schedule 1* must be provided by the Successful Tenderer upon notification of award. The University may also request these from any Tenderer for verification purposes through a 24 hours' notice request for clarification at any point after the Submission Deadline and prior to contract award.**

**For clarity, the Attachment C to Schedule 1 List of Subcontractors and Identified Prices does not need to be submitted with the Tender by the Submission Deadline. An optional upload slot will be available in Bonfire for Tenderers who would like to submit it by the Submission Deadline.**

**SCHEDULE C**  
**CONFLICT OF INTEREST DECLARATION**

**CONFLICT OF INTEREST DECLARATION  
SCHEDULE C TO THE RFT**

**To: The University of Toronto (the “University”)**  
**Re: Request for Tenders RFT No. UTM200239 - General Contracting Services for Pre-Engineered Building (PEB) Project**

---

This Conflict of Interest Declaration is delivered to the University pursuant to the RFT. All capitalized terms used in this Conflict of Interest Declaration have the meaning set out in the RFT.

The undersigned Tenderer hereby declares on its own behalf that, to the best of its knowledge, having made all necessary inquiries and investigations to permit the Tenderer to make this Conflict of Interest Declaration and except as disclosed, accurately and completely, in Attachment 1 hereto:

1. No Tenderer or person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of our Tender (together, the “**Tenderer Conflict Declaration Parties**”) has any relationships with employees (both current or former) of the University or individuals or firms who have been involved on the University’s behalf in this RFT Process or the design, planning or implementation of the Work, that could constitute a Conflict of Interest or unfair advantage, or could otherwise affect or impair or appear to affect or impair the integrity of this RFT Process or provision of the Work in accordance with the Draft Agreement;
2. There is no perceived, potential or actual Conflict of Interest, collusion or any other type of unfair advantage in any of the Tenderer Conflict Declaration Parties’ participation in this RFT Process;
3. No Tenderer Conflict Declaration Party has any knowledge of or the ability to avail themselves of Confidential Information, other than Confidential Information which may have been disclosed by the University to the Tenderer Conflict Declaration Party in the normal course of this RFT Process, that is or was relevant to the Work or this RFT Process;
4. None of the Tenderer Conflict Declaration Parties, or any Affiliate of any of them has been charged in the last five years for any criminal offence involving fraud, fraudulent misrepresentation, bribery, collusion, anti-corruption, conspiracy, breach of competition laws, destruction of records or professional misconduct;
5. None of the Tenderer or any of its Affiliates has sought protection under any bankruptcy or insolvency laws during the past five years;
6. None of the Tenderer or any of its Affiliates has been the subject of a final determination that it has breached any Governing Law relating to worker health and safety and/or protection of the environment within the past five years;
7. This Conflict of Interest Declaration has not been modified in any manner, except to complete the required information.

Dated \_\_\_\_\_, 2024.

**[INSERT NAME OF TENDERER]**

---

Name of Authorized Signatory:  
Title:

I have authority to bind the Tenderer.

**Attachment 1**  
**to**  
**Schedule C**  
**Exceptions**



**EXCEPTIONS  
ATTACHMENT 1 TO SCHEDULE C**

**[The Tenderer must complete this Attachment 1 to Schedule C, setting out accurately and completely, any exceptions to the statements made in the Declaration. **If there are no such exceptions, the Tenderer must insert the word “NIL” in this Attachment 1 to Schedule C.****

**If there are exceptions set out in this Attachment 1 to Schedule C, the Tenderer should submit to the University, as a separate document, the Tenderer’s suggested measures for addressing each such conflict or potential conflict. The University will review such suggested measures and determine whether, in the University’s opinion, such measures satisfactorily address the conflict or potential conflict. If the conflict or potential conflict cannot be addressed to the satisfaction of the University, the University may, in its sole and absolute discretion, disqualify the Tenderer.]**

**SCHEDULE D**  
**PRICE SCHEDULES**

**PRICE SCHEDULES  
SCHEDULE D TO THE RFT**

**Total Stipulated Price (Total Tender Price)**

Furnish all plant, equipment, labour and material and perform all duties and services, including the work of all trades, called for in the contract documents, for the stipulated price of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

The above sum **excludes all Harmonized Sales Tax (HST)** but **includes the \$10,000 amount for Closeout Documents**, and Customs Duty Tax on all materials subjected thereto at the rates existing at the date of this Bid. Reference is made to the General Conditions and Supplementary General Conditions for the specific provisions relating to the HST and Customs Duty Tax.

**Identified HST Tax** (\$ \_\_\_\_\_)

**A. Unit Prices**

Indicate below, unit prices which shall be the cost for the addition and/or deduction of various items as specified. Each unit cost shall include for all materials, labour and installation where applicable and all overhead and profit. These unit prices may be used should changes such as interchange ability and area adjustment occur in the work at a later date. Unit prices **exclude all HST**, but includes Customs Duty Tax on all materials subjected thereto at the rates existing at the date of this Bid.

If items are deleted which are included in the Bid amount, the unit prices listed shall form the basis of the credit to the Contract amount through the duration of the Contract.

Unit Prices		
Item No.	Description of Work	Unit Price (\$)
1.	Exit signs (C/w breaker, 25' of wire/conduit)	\$ _____ /unit
2.	Fire alarm verification and inspection	\$ _____ /unit
3.	Fire alarm bells, relay modules (c/w 25' of wire/ conduit) prior to verification and inspection	\$ _____ /unit
4.	Addition of one new sprinkler head including associated piping	\$ _____ /unit

**B. Alternative Prices**

The following are our prices for the alternative work listed hereunder.

Such alternative work and amounts are not included in our stipulated price. Read in conjunction with the Bid drawings, specifications, all addenda and as herein described for the following items of alternate work:

N/A

**C. Identified Prices**

Please refer to **Attachment C to Schedule 1 List of Subcontractors and Identified Prices**.

The Subcontractors and Identified Prices listed in **Attachment C to Schedule 1** must be provided by the Successful Tenderer upon notification of award. The University may also request the these from any Tenderer for verification purposes through a 24 hours' notice request for clarification at any point after the Submission Deadline and prior to contract award.

For clarity, the **Attachment C to Schedule 1 List of Subcontractors and Identified Prices** does not need to be submitted with the Tender by the Submission Deadline. An optional upload slot will be available in Bonfire for Tenderers who would like to submit it by the Submission Deadline.

**D. Separate Prices**

The following are our prices for the separate work listed hereunder. Such work and amounts have not been included in our stipulated price. The following separate prices shall be used to vary the Contract Price as described in the Contract Documents. These prices include all labour, materials, overhead, profit, incidental costs and taxes except HST.

This information forms an integral part of the Bid. The Bid Price may be varied, at UTM's discretion, by adding/deducting, as applicable, one or more of the amounts indicated, solely as determined by UTM.

Separate Prices		
Item No.	Description of Work	Pricing (\$)
1.	Acoustic ceiling baffle	\$ _____
2.	Supply and installation of base board heaters	\$ _____
3.	Supply, installation and programming of AV equipment (Note: AV infrastructure and cabling to be included in base bid Total Stipulated Price)	\$ _____
4.	Lab Benching in Teaching Lab 112	\$ _____
5	Wall type W1: 15.9mm Painted Gypsum wallboard only from 1220 AFF to 3450 AFF	\$ _____

**E. Hourly Rates**

Additional Services approved in writing by the Owner shall be invoiced at Standard Hourly Rates:

**Schedule of Hourly Rates for Mechanical HVAC Services:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

**Schedule of Hourly Rates for Mechanical Plumbing Services:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

**Schedule of Hourly Rates for Electrical Services:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

**Schedule of Hourly Rates for Drywall Services:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

**Schedule of Hourly Rates for Fire Alarm Work:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

**Schedule of Hourly Rates for Security Systems Work:**

Regular Time           \$/hr. \_\_\_\_\_

After Hours            \$/hr. \_\_\_\_\_

Weekend/Holiday      \$/hr. \_\_\_\_\_

## **SCHEDULE E**

### **DRAFT AGREEMENT AND SCHEDULES TO THE DRAFT AGREEMENT**

## Schedule 1

Description of Goods and / or Services

### A. SCOPE OF WORK

#### A.1 Overview:

This Request for Tender issued by the Facilities Management and Planning Department at the University of Toronto Mississauga on behalf of The Governing Council of the University of Toronto is a call to General Contractors pre-qualified under RFSQ UTM200095 - General Contractor Services - Construction Category A to submit Tenders for the provision of General Contractor Services for the UTM Pre-Engineered Building (PEB) at the University of Toronto Mississauga (UTM) Campus.

PEB is a stand-alone building of approximately 950 GSM, proposed to be located near the Paleomagnetism Lab (Paleo Building) and Grounds Building at the UTM campus.

#### A.2 Background Information:

The PEB will be the new home to the following academic uses:

- Autonomous Vehicle Garage for the Department of Mathematics and Computational Science (MCS)
- Forensic Science Teaching Garage c/w classroom and lab space
- 'Center for Robotic Observations of the Biosphere and the Environment' (CROBE) research program, which is a multidisciplinary partnership between different academic departments
- A flex space for future programs with similar needs

To reflect the nature of the functional programs housed within, UTM has decided to pursue a pre-engineered building solution. UTM has already procured a pre-engineered vendor, Dewar Industrial Services Inc (DIS), to develop the structure project along with the Consultant, Baird Sampson Neuert Architects (BSNA). DIS will be responsible for providing the pre-engineered components of the project c/w steel structure, cladding and foundation. The General Contractor will be assigned the task to coordinate DIS's work in conjunction with the scope of the work.

A responsibility matrix has been provided as a high-level summary in *UTM200239 Appendix 1: PEB RFT Drawings, drawing A001*, but reference to this responsibility matrix does not alleviate the General Contractor from the completion of the full scope of work identified in the Specifications for the Contract Price if an item is not clearly or fully identified in the responsibility matrix. It is the Tenderer's obligation to seek clarification from the University of any matter it considers to be unclear.

#### A.3 Scope of Work Highlights:

Below is a brief description to be read in conjunction with the Request for Tender (RFT) Tender documents consisting of drawings and specifications prepared by the Consultants (BSNA & sub consultants) and UTM Standards identified in *Attachment B to Schedule 1 List of Appendices*.

It is the Contractor's responsibility to provide all labour, material, equipment and supervision to complete the work considering all site conditions, noise restriction, work area restrictions, protection requirements, accessibility restrictions, etc. No extras will be entertained for inconveniences after the award of this Contract.

Refer to drawings and specifications included in *UTM200239 Appendix 1: PEB RFT Drawings* and *UTM200239 Appendix 2: PEB RFT Specifications*. The work includes, but is not necessarily limited to, the following:

- Site hoarding and access control
- CCTV monitoring of site
- Dust and erosion controls
- Site preparation, survey, locates and grading
- Investigate the exact location of the existing communication fibre conduit to site
- Site services connection and modifications
- Below grade drainage
- Siteworks
- Fire route access signage
- Fire hydrant relocation
- Landscape, paving and site furnishing
- Coordination with pre-eng vendor Dewar Industrial Services Inc
- Interface with pre-eng components c/w water proofing, air/vapour barriers
- Exterior windows and doors c/w hardware, overhead doors c/w hardware
- Interior fit out including but not limited to:
  - Partitions and ceilings
  - Glass and glazing
  - Acoustic treatments
  - Rough and finished carpentry
  - Interior finishes
  - Doors and hardware
  - Metal work
  - Washroom partitions and accessories
  - Sealants and fire stopping
  - Laboratory equipment
  - Laboratory furniture
- Plumbing and HVAC systems
- Building automation and controls system (BAS)
- Sprinkler system
- Electrical service and distribution, lighting, devices, heating systems and ancillaries
- Coordinate with Alectra and schedule the transformer relocation and duct bank work
- Coordinate with utility providers
- Fire protection systems and devices
- Emergency systems and generator
- Security systems
- Communications and IT infrastructure
- Provide manufacturers' and installers' certification c/w warranties as per UTM communication standards and tender documents for IT/ Comm work.
- AV system
- Commissioning
- Wayfinding and signage
- Coordinate inspections by regulatory agencies, i.e. the City of Mississauga, ESA, AHJ etc.



- Final cleaning and the disposal all waste products and/ or debris generated by the construction activity as well as any material present in the work area prior to the commencement of the Work. The areas requiring cleaning shall consist of all areas affected by the Work
- Repair areas damaged by construction activity; specifically, the Contractor shall repair all damage resulting from the Construction to the satisfaction of the Consultant and owner
- Permit closure and occupancy permit. This may require multiple visits from the City Inspectors and should be included in the base contract.
- Deficiency rectification
- Closeout and Operations and Maintenance (O&M) package
- Warranty review
- Owner training
- All related activities to completely fulfil the scope of the project

### **A3.1 Work by Dewar Industrial Services Inc (Assigned Scope of Work)**

Supply and Install of the pre-eng structure, cladding and foundation will be provided by Dewar Industrial Services Inc. Please refer to *UTM200239 Appendix 1: PEB RFT Drawings, drawing A001* for the responsibility matrix. Coordination of Dewar Industrial Services Inc's work will be assigned to this General Contractor Contract as a subcontractor to the General Contractor. Dewar Industrial Services Inc's invoices will be paid directly by UTM. Fees for coordination of this work will be carried by the General Contractor.

Estimated Duration for Dewar Industrial Services Inc's work:

- Site mobilization: 10 days
- Foundation excavation: 15 days
- Form, set and pour foundations: 15 days
- Foundation cure time: 15 days
- Building delivered to site: 1 day (estimated in June 2025)
- Erect building: 20 days
- Install roof and siding: 30 days

### **A.4 Work by others:**

- Furniture
- UTM provided equipment (ductless fume hoods)

### **A.5 Temporary Facilities & Controls:**

- Contractor shall be responsible and include the arrangement for all storage of materials, disposal bins and waste pick-up, hoarding and protection of construction area, staging, ventilation, parking, safety and supervision, etc. for the entire duration of the project
- Contractor shall obtain construction keys from the Facilities, Management, and Planning office to be coordinated through the UTM Sr. Project Manager
- Hoarding door/gate should be able to accept UTM Medeco construction core or padlock with access provided to UTM Campus Safety
- Lislehurst Residence access and roadway cannot be impeded at any time due to the residence being occupied
- Hoarding to be coordinated to maintain access to Paleo Building and Grounds Building at all times, including a 4m roadway width for fire truck access

- Students will be in this area with classrooms in the Paleo Building, all site safety measures should be taken to ensure ongoing student access and safety.
- Beginning April 2025 construction work will be conducted by other contractors within and outside of the Paleo Building. Time and Space separation shall be maintained to avoid potential construction conflicts. Coordinate with the UTM Sr. Project Manager.
- During March 1 - April 20 and July 15 - August 15, there will be nightly roadway closures (8:00pm – 6:00am local time) in this laneway due to protection measures for the Species at Risk: Jefferson Salamanders
- Construction staging to be coordinated with UTM Sr. Project Manager
- Contractor shall construct safety hoarding and maintain the access to the site. The adjacent structures (Paleo Building and Grounds Building) will be occupied during the construction period and disruption to these occupants should be minimized. Care should be taken to avoid anyone trespassing into the project site. 24 Hour CCTV monitoring of the site for the entire duration of construction should be provided by the General Contractor.
- Commercial parking permits are available. Additional details are available at: <https://www.utm.utoronto.ca/parking/permits/other-permits>

#### **A.6 Administration:**

- The General Contractor is responsible to print a copy of the permit documents and always maintain the document's availability on site during construction from site mobilization.
- UTM shall arrange a Preconstruction Meeting after General Contractor (GC) Tender Award
- All Construction Progress meetings shall be chaired and minutes provided by the GC
- Submit Samples & Shop Drawings as per Tender Documents, including Schedules/Progress Reports/Photos/Survey Data/Schedule of Values/ etc. All documents in PDF format
- Project Closeout shall include, but is not limited to:
  - i. As-built drawings in PDF and DWG files
  - ii. Approved shop drawings
  - iii. Change Orders, Site Instructions and Change Directives
  - iv. Final Inspection Certificates
  - v. Contact information for the trades
  - vi. Guarantees and/or Warranties
  - vii. Specification sheets, Operations and Maintenance Manuals
  - viii. Demonstration and/or training for UTM staff and building engineers
- Submit Closeout package electronically to UTM and Consultant for approval
- Provide 2 Hard Copies, & 2 Soft Copies on USB Keys of the approved Closeout package to UTM. Package should include documents from all disciplines.
- Closeout amount will be released after UTM receives hard copies of the approved package.

#### **A.7 Security Scope of Work:**

Please refer to *UTM200239 Appendix 1: PEB RFT Drawings & UTM200239 Appendix 2: PEB RFT Specifications* for the scope of security work.

#### **A.8 Approved Base Building Subcontractors to be Carried by GC:**

##### **1) Security Work:**

### **Convergint Technologies**

Ayub Ali

O: 905-602-8622 M: 437-286-0070

E: [ayub.ali@convergint.com](mailto:ayub.ali@convergint.com)

15 Marmac Drive, Suite 100, Etobicoke, ON M9W 1E7

### **Securitas Technology**

Angelo Di Petta

Mobile: 647-236-0260

E: [Angelo.dipetta@securitases.com](mailto:Angelo.dipetta@securitases.com)

[www.securitastechnology.com](http://www.securitastechnology.com)

### **Paladin Technologies**

Greg Cowan

+1 (437) 684-7963

71 Barber Greene Road, Toronto, ON M3C 2A2

E: [gcowan@paladintechnologies.com](mailto:gcowan@paladintechnologies.com)

[www.paladintechnologies.com](http://www.paladintechnologies.com)

### **2) Fire Alarm Testing and Commissioning:**

**Note: Fire alarm vendor should be also present during FA alarm verification and inspection by City of Mississauga Fire Department. Note this may require multiple visits by fire alarm vendor and should be included in the Total Stipulated Price.**

### **Classic Fire + Life Safety**

- Jordan Dahl - Account Executive
  - [jordan.dahl@jci.com](mailto:jordan.dahl@jci.com)
  - 905-212-4620
- Philip Dobberthein - Service Technician
  - [philip.dobberthein@jci.com](mailto:philip.dobberthein@jci.com)
  - 905-212-4400
- Blair Sarginson - Account Manager GTA
  - [bsarginson@classicfls.com](mailto:bsarginson@classicfls.com)
  - T: 416-740-3000
  - M: 289-314-3901

645 Garyray Drive, Toronto, ON M9L 1P9

[www.classicfls.com](http://www.classicfls.com)

### **3) AV:**

#### **Applied Electronics limited**

Sabia Mir Sanchez

Account Manager & Technology Sales

(905) 625-4321 x 2998

[oeem@appliedelectronics.com](mailto:oeem@appliedelectronics.com)

<http://www.appliedelectronics.com>

#### **AVI SPL**

Vickie Gougoulas

Account Manager

(416) 639-7369

[vickie.gougoulas@avispl.com](mailto:vickie.gougoulas@avispl.com)

<https://avispl.com/insights-resources>

**Diversified**

Elton Alweyn  
Manager of Bid Desk and Special Projects  
(905) 502-1110 x134  
[oeem@advanced-inc.com](mailto:oeem@advanced-inc.com)  
<https://diversifiedus.com>

**Duplicom**

Chris Heywood  
Sales Manager  
(905) 819-9949 x141  
[chris.heywood@duplicom.com](mailto:chris.heywood@duplicom.com)  
<http://www.duplicom.com>

**Evolution AV**

Leslie Wyndlow  
Account Manager  
(437) 449-2227  
[lwyndlow@evolutionav.ca](mailto:lwyndlow@evolutionav.ca)  
<https://www.evolutionav.ca/>

**Global USS**

Wisam Mahmood  
Account Manager  
(905) 363-3600  
[wisam.mahmood@globaluss.com](mailto:wisam.mahmood@globaluss.com)  
<http://www.globaluss.com>

**Matrix Video Communications Corp**

Kelly Henderson  
Sales Account Manager  
(905) 973-3223  
[khenderson@mvcc.ca](mailto:khenderson@mvcc.ca)  
<https://www.mvcc.ca>

**Solotech**

Jarad Pesner  
Senior Business Developer  
(343) 548-3138  
[jarad.pesner@solotech.com](mailto:jarad.pesner@solotech.com)  
<https://www.solotech.com>

**4) Metering:**

**Schneider Electric**

Deepak Maharaj  
(647) 207 6821  
[Deepak.maharaj@se.com](mailto:Deepak.maharaj@se.com)

**5) Building Automation and Controls:**

**Siemens**

Contact: Peter Christiansen, P.Eng.  
Cell: 416-357-7897  
Email: [peter.christiansen@siemens.com](mailto:peter.christiansen@siemens.com)

### **A.9 Communications / IT Sub Contractor and Installation:**

All installation must be done in accordance with the project specifications provided.

Please refer to *UTM200239 Appendix 3: Communication Cabling Standards Revision R3.1*. Items of particular note include:

- Manufacturer's certification: Reference- section 27 05 13 (Communication Services), item 1.3 QUALITY ASSURANCE
- 25 Years Manufacturer's warranty: Reference- warranty clause in all sections
- Certified Installer

### **A.10 Recommended List UTM Pre-Qualified Mechanical, Electrical, HVAC, and Plumbing Sub Contractors:**

Please refer to *UTM200239 Appendix 4: UTM Prequalified Subcontractors Recommended* for a list of UTM Pre-qualified subcontractors. General Contractors are recommended to utilize the list of pre-qualified subcontractors.

### **A.11 Base Building Service interruption:**

It is the University's expectation that service interruptions affecting any part of the Campus will be done afterhours and as such, bids should reflect this. Two (2) weeks' notification should be provided to the UTM Sr. Project Manager via Base Building Service Interruption Form to notify the stakeholders and student community about these interruptions. Contractor should assist in investigating the areas that will be affected by these interruptions.

### **A.12 Noisy and Afterhours Work:**

The Paleo Building and Grounds Building will be fully occupied during the course of construction. Care should be taken not to disturb the occupants of these buildings. Access for fire trucks, other emergency vehicles, and/or grounds vehicles should not be obstructed. Trailers and staging should not hinder the use of Principal's Road. Municipal by-law for construction noise regulation should be followed.

Disruptive and noisy work should be carefully orchestrated and any disruptions to be kept to a minimum and carefully synchronized so it does not disrupt student and staff community. Refer to City of Mississauga Noise Control By-law regarding hours of work allowed in this area.

Examples of work which transmit vibratory sounds through building assemblies include, but are not limited to: hammer-drilling, core-drilling, powder-activated concrete nails, demolition, saw cutting, chipping or hammering of concrete floors and masonry or concrete walls, dropping objects on floors, drywall framing and installation etc.

#### **A.12.1 Dust, Noise, and Vibration Controls:**

- At the Construction Kick-off Meeting, confirm with the Owner (University) which adjacent areas/ floors are most sensitive and concerned to construction dust, noise and vibration.
- Take measures to control dust, noise and vibration generated by the Work.
- Take appropriate dust, noise and vibration control measures at times found necessary and at other times when complaints of dust, noise and vibration are received from the Public, the authorities having jurisdiction, the Owner (University) and Consultant.
- The dust, noise and vibration control requirements are for the consideration of the Public and the authorities having jurisdiction. These dust, noise and vibration control requirements shall not be construed as cause for elimination or restriction of the Contractor's construction schedule, claims for delay of the Work, or additional costs for the Work.

- Contractor shall be required at all times to keep to a minimum all noise of construction personnel, machines, tools, trucks and the like.
- All equipment and tools shall be selected on a minimum noise basis.
- Electric rather than gasoline type compressors shall be used in the Work of this Contract.
- Scheduling of unavoidably noisy parts of the Work likely to disturb the students, education staff and/or the University personnel/staff shall be during restricted hours, arranged in advance with the UTM Sr. Project Manager and Consultant.
- The Contract Price shall include for these requirements. Failure to take this requirement into consideration shall result in claims for extra being rejected, and without any cost to the Owner (University).

**A.13 Union Requirements:**

Tenderers to refer to Schedule E Draft Agreement and Schedules to Draft Agreement, Attachment 2 Supplementary Conditions to the Stipulated Priced Contract (CCDC2 – 2020), SC # 62.2 for details regarding the University of Toronto Union Requirements.

**A.14 Milestone Schedule:**

The Contractor shall commence work upon receipt of written notification of award. The Contractor shall coordinate all work with the University.

Construction Kick-off Meeting	28 January 2025, 2:00 PM (TBC)
Mobilization and Construction Start	30 January, 2025
Construction Schedule Submission	10 February 2025
Substantial Completion of the Project	5 December, 2025

**UNIVERSITY OF TORONTO**  
**SUPPLEMENTARY CONDITIONS**  
**TO CCDC2-2020**

REVISION 1 – JANUARY 2022

## TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR .....	65
SC1    ARTICLE A-1    THE WORK.....	65
SC2    ARTICLE A-4    CONTRACT PRICE .....	65
SC3    ARTICLE A-5    PAYMENT .....	66
SC4    ARTICLE A-6    RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.....	66
SC5    ARTICLE A-9    TIME OF THE ESSENCE / LIQUIDATED DAMAGES .....	67
SC6    DEFINITIONS.....	69
AMENDMENTS TO THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT .....	75
SC7    GC 1.1    CONTRACT DOCUMENTS .....	75
SC8    GC 1.4    ASSIGNMENT .....	78
SC9    GC 1.5    CONFIDENTIALITY.....	79
SC10   GC 1.6    PUBLICITY AND MEDIA .....	80
SC11   GC 2.2    ROLE OF THE CONSULTANT .....	80
SC12   GC 2.3    REVIEW AND INSPECTION OF THE WORK .....	81
SC13   GC 2.4    DEFECTIVE WORK .....	81
SC14   GC 3.1    CONTROL OF THE WORK.....	82
SC15   GC 3.2    CONSTRUCTION BY OWNER OR OTHER CONTRACTORS .....	82
SC16   GC 3.4    CONSTRUCTION SCHEDULE.....	83
SC17   GC 3.5    SUPERVISION .....	85
SC18   GC 3.6    SUBCONTRACTORS AND SUPPLIERS.....	85
SC19   GC 3.7    LABOUR AND PRODUCTS .....	86
SC20   GC 3.8    SHOP DRAWINGS.....	88
SC21   GC 3.9    USE OF THE WORK.....	89
SC22   GC 3.10   CUTTING AND REMEDIAL WORK .....	89
SC23   GC 3.11   CLEANUP.....	90
SC24   GC 3.12   CONTRACTOR STANDARD OF CARE .....	91
SC25   GC 3.13   CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS.....	91
SC26   GC 3.14   ENVIRONMENTAL PROGRAMS.....	92
SC27   GC 3.15   PERMIT MANAGEMENT .....	92
SC28   GC 3.16   EXCESS SOIL MANAGEMENT .....	93
SC29   GC 4.1    CASH ALLOWANCES.....	93
SC30   GC 5.1    FINANCING INFORMATION REQUIRED OF THE OWNER .....	94
SC31   GC 5.2    APPLICATIONS FOR PAYMENT .....	94
SC32   GC 5.3    PAYMENT.....	98
SC33   GC 5.4    SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK	99
SC34   GC 5.5    FINAL PAYMENT .....	102



SC35	GC 5.6 DEFERRED WORK.....	104
SC36	GC 5.8 METHOD OF PAYMENT.....	104
SC37	GC 6.1 CHANGES.....	105
SC38	GC 6.2 CHANGE ORDER.....	106
SC39	GC 6.3 CHANGE DIRECTIVE.....	111
SC40	GC 6.4 CONCEALED OR UNKNOWN CONDITIONS.....	114
SC41	GC 6.5 DELAYS.....	115
SC42	GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE.....	118
SC43	GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT.....	118
SC44	GC 7.2 CONTRACTOR’S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT.....	119
SC45	GC 8.1 AUTHORITY OF THE CONSULTANT.....	121
SC46	GC 8.2 ADJUDICATION.....	121
SC47	GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION.....	122
SC48	GC 8.4 RETENTION OF RIGHTS.....	125
SC49	GC 9.1 PROTECTION OF WORK AND PROPERTY.....	125
SC50	GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES.....	125
SC51	GC 9.4 CONSTRUCTION SAFETY.....	127
SC52	GC 9.5 MOULD.....	129
SC53	GC 10.1 TAXES AND DUTIES.....	129
SC54	GC 10.2 LAWS, NOTICES, PERMITS, AND FEES.....	130
SC55	GC 10.4 WORKERS’ COMPENSATION.....	131
SC56	GC 11.1 INSURANCE.....	132
SC57	GC 12.1 READY-FOR-TAKEOVER.....	133
SC58	GC 12.2 EARLY OCCUPANCY BY THE OWNER.....	135
SC59	GC 12.3 WARRANTY.....	136
SC60	GC 13.1 INDEMNIFICATION.....	138
SC61	GC 13.2 WAIVER OF CLAIMS.....	138
SC62	PART 14 OTHER PROVISIONS.....	139
	APPENDIX 1 – FORM OF CHANGE ORDER.....	147
	APPENDIX 2 Amendment to Rules for Mediation and Arbitration of Construction Disputes (CCDC-40, 2018) (the “Rules”).....	148
	APPENDIX 3 LANGUAGE FOR U OF T PERSONNEL OR FOR THIRD PARTY CONTRACTORS ENTERING A PROJECT SITE WHERE THE <i>Contractor</i> HAS ASSUMED OVERALL RESPONSIBILITY – IN CONTRACT – FOR OCCUPATIONAL HEALTH AND SAFETY.....	153

CCDC2-2020 SUPPLEMENTARY CONDITIONS: SECTION 00 73 00

The Standard Construction Document for a Stipulated Price Contract, English version, consisting of the Agreement between the Owner and the Contractor, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing the same is made part of these *Contract Documents*, with the following amendments, additions and modifications:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**SC1 ARTICLE A-1 THE WORK**

SC1.1	1.3	<p><u>Delete</u> all of the words after "<i>Contract Documents</i>" and <u>replace</u> them with the following:</p> <p>"attain <i>Substantial Performance of the Work</i> by the ___ day of _____ in the year 20___, <i>Occupancy</i> by the ___ day of _____ in the year 20___, and attain <i>Ready-for-Takeover</i> by the ___ day of _____ in the year 20___".</p>
SC1.2	1.4 and 1.5	<p><u>Add</u> new paragraphs 1.4 and 1.5 as follows:</p> <p>1.4 complete the <i>Work</i> in a thorough, expeditious, economical and good and competent manner in all respects in accordance with the <i>Contract</i>, including the <i>Construction Schedule</i>; and</p> <p>1.5 in the execution, performance and completion of the <i>Work</i>, except as otherwise agreed between the <i>Contractor</i> and the <i>Owner</i>, provide all labour, <i>Products</i>, <i>Construction Equipment</i> and <i>Work</i> required for the performance and completion of the <i>Project</i> and carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions of the <i>Contract Documents</i>.</p>

**SC2 ARTICLE A-4 CONTRACT PRICE**

SC2.1	4.4	<p><u>Delete</u> paragraph 4.4 and <u>replace</u> it with the following:</p> <p>4.4 The <i>Contract Price</i> shall remain fixed for the duration of the <i>Contract Time</i>, subject only to adjustments as provided for in the <i>Contract Documents</i>. For certainty, the <i>Contractor</i> assumes all risks in connection with cost increases for <i>Products</i>, <i>Labour</i>, and <i>Construction Equipment</i> prescribed by the <i>Contract Documents</i> for the performance of the <i>Work</i>, and the <i>Contractor</i> assumes all responsibility for liabilities and additional costs that may arise as a result of the <i>Contractor's</i> inclusion of any <i>Product</i>, <i>Construction Equipment</i>, <i>Supplier</i>, or <i>Subcontractor</i> in its calculation of the <i>Contract Price</i>.</p>
-------	-----	---

**SC3 ARTICLE A-5 PAYMENT**

SC3.1	5.1	<p><u>Delete</u> paragraph 5.1 in its entirety, including all subparagraphs thereunder and <u>replace</u> it with the following:</p> <p>5.1 Subject to the provisions of the <i>Contract Documents</i> and the <i>Construction Act</i>, the <i>Owner</i> shall:</p> <ul style="list-style-type: none"> <li>.1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> when due together with such <i>Value Added Taxes</i> as may be applicable to such payments,</li> <li>.2 upon <i>Substantial Performance of the Work</i>, as certified by the <i>Consultant</i>, and upon the expiry of the holdback period that follows the publication of the certificate of <i>Substantial Performance of the Work</i>, as stipulated in the <i>Construction Act</i>, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the holdback, together with such <i>Value Added Taxes</i> as may be applicable to such payment, less any amount stated in any <i>Notice of Non-Payment</i> that is published by the <i>Owner</i> in accordance with the <i>Construction Act</i>, and</li> <li>.3 after <i>Ready-for-Takeover</i> has been achieved in accordance with the <i>Contract Documents</i> and the <i>Work</i> is complete, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the <i>Contract Price</i> in accordance with GC 5.5. – FINAL PAYMENT, together with such <i>Value Added Taxes</i> as may be applicable to such payment.</li> </ul>
SC3.2	5.2.1	<p><u>Delete</u> paragraph 5.2.1 and <u>replace</u> it with the following:</p> <p>“Should either party fail to make payments as they become due under the terms of the <i>Contract</i> or in an award by adjudication, arbitration, or court, interest shall also become due and payable on such unpaid amounts at 1% above the prime rate. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Canadian Imperial Bank of Commerce (or other chartered bank in Canada designated by the University of Toronto) as it may change from time to time.”</p>

**SC4 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

SC4.1	6.1	<p><u>Delete</u> the text of ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (retaining the provisions setting out the addresses of the <i>Owner</i>, <i>Contractor</i> and <i>Consultant</i>) and <u>replace</u> it with the following:</p> <p>6.1 <i>Notices in Writing</i> between the parties or between them and the <i>Consultant</i> shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out below. Such <i>Notices in Writing</i> will be deemed to be received by the addressee on the next <i>Working Day</i> if sent by e-mail after normal business hours or if sent by overnight</p>
-------	-----	---

		<p>commercial courier. Such <i>Notices in Writing</i> will be deemed to be received by the addressee on the fifth <i>Working Day</i> following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by <i>Notice in Writing</i> to the other party setting out the new address in accordance with this article.</p>
--	--	---

**SC5 ARTICLE A-9 TIME OF THE ESSENCE / LIQUIDATED DAMAGES**

<p>SC5.1</p>	<p>Article A-9</p>	<p><u>Add</u> new Article A-9 – TIME OF THE ESSENCE / LIQUIDATED DAMAGES as follows:</p> <p><b>ARTICLE A-9 TIME OF THE ESSENCE / LIQUIDATED DAMAGES</b></p> <p>9.1 Time is of the essence of the <i>Contract</i>, the performance of the <i>Work</i>, and in respect of all requirements of the <i>Contract Documents</i> that relate to the passage of time.</p> <p>9.2 It is understood, acknowledged, and agreed that the <i>Owner</i> has advised the <i>Contractor</i> of the critical importance that <i>Ready-for-Takeover</i> is achieved within the <i>Contract Time</i> and that one of the reasons <u>that the <i>Contractor</i> was selected for the performance of the <i>Work</i> prescribed by the <i>Contract Documents</i></u>, and awarded this <i>Contract</i> by the <i>Owner</i>, is the <i>Contractor's</i> representation and warranty that it will attain <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> within the <i>Contract Time</i> stated in Article A-<u>1.3</u>.</p> <p>9.3 The <i>Contractor</i> further acknowledges and understands that the <i>Owner</i> is responsible to and must account to the community, lessees, licensees, faculty, students, visitors, funders, business partners and staff of the University of Toronto. A failure by the <i>Contractor</i> to attain <i>Ready-for-Takeover</i> within the <i>Contract Time</i> will result in substantial damages to the <i>Owner</i> and to the community, lessees, licensees, faculty, students, visitors, funders, business partners and staff of the University of Toronto, and the extent of such damages which would be difficult or impractical to quantify but would nevertheless have a significant negative impact on the <i>Owner</i> and its ability to provide the services the <i>Owner</i> is obliged to provide to the community, lessees, licensees, faculty, students, visitors, funders, business partners, and staff of the University of Toronto.</p> <p>9.4 Given that time is of the essence of this <i>Contract</i> and the significance of the requirement for the <i>Contractor</i> to achieve <i>Ready-for-Takeover</i> within the <i>Contract Time</i>, it is understood and agreed between the <i>Owner</i> and the <i>Contractor</i> that:</p> <p>.1 each <i>Milestone</i> forms an integral part of the <i>Construction Schedule</i>, and they shall not be adjusted, save and except where terms of the <i>Contract</i> permit an adjustment to the <i>Contract Time</i> and the <i>Contractor</i> applies for and is granted an adjustment to one or more <i>Milestones</i> in accordance therewith;</p> <p>.2 without limiting the <i>Owner's</i> entitlement to any additional or other damages, in the event that the <i>Contractor</i> fails to complete that portion of the <i>Work</i> necessary to achieve a <i>Milestone</i> by the date prescribed in the <i>Baseline Schedule</i>, or as such <i>Milestone</i> may be adjusted in a subsequent <i>Construction Schedule</i> as permitted by the terms of the <i>Contract</i>, the <i>Owner</i> may retain from amounts owing to or that may become owing to the <i>Contractor</i> in respect of the <i>Contract Price</i> liquidated damages at the per diem rate of <b>\$ N/A</b> for each calendar day of delay beyond the prescribed date for achieving the relevant <i>Milestone</i> ("<b>Delay Retention</b>") until the <i>Milestone</i> is achieved and certified as such by the <i>Consultant</i>;</p>
--------------	--------------------	--

		<p>.3 subject to Articles A-9.4.5 and A-9.4.7, the <i>Delay Retention</i> is provisional and may be released by the <i>Owner</i> to the <i>Contractor</i> when the <i>Contractor</i> has achieved the applicable missed <i>Milestone</i> and has demonstrated that the <i>Contractor</i> has recovered all delay incurred between the missed <i>Milestone</i> date and the date that the <i>Milestone</i> was achieved such that the current <i>Construction Schedule</i> approved by the <i>Owner</i> shows achievement of <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> by the dates prescribed in Article A-1.3 (as may have been adjusted in accordance with the <i>Contract</i>);</p> <p>.4 the last opportunity for the <i>Contractor</i> to receive release of the <i>Delay Retention</i> in accordance with Article A-9.4.3 shall be the date prescribed in the <i>Construction Schedule</i> for achieving <i>Ready-for-Takeover</i> (as may be adjusted in accordance with the <i>Contract</i>). For certainty, if the <i>Contractor</i> achieves <i>Ready-for-Takeover</i> by the date prescribed for same in the <i>Construction Schedule</i>, the full amount of the <i>Delay Retention</i> will be released to the <i>Contractor</i>;</p> <p>.5 if the <i>Contractor</i> fails to recover the delay accrued due to missed <i>Milestones</i> by the prescribed date for <i>Ready-for-Takeover</i> all amounts retained by the <i>Owner</i> as <i>Delay Retention</i>, plus such other amounts that the <i>Owner</i> was entitled to retain as <i>Delay Retention</i> but did not retain for whatever reason, may be subject to forfeiture to the <i>Owner Delay Damages</i>, as set out in Article A-9.4.7.;</p> <p>.6 the <i>Delay Retention</i> may be applied to all <i>Milestones</i> that are not achieved in accordance with the <i>Construction Schedule</i>, but the per diem amount of <i>Delay Retention</i> shall not be compounded where the delay extends beyond more than one <i>Milestone</i>; and</p> <p>.7 without limiting the <i>Owner's</i> entitlement to any additional or other damages, in the event that the <i>Contractor</i> fails to achieve <i>Ready-for-Takeover</i> within the <i>Contract Time</i>, the <i>Contractor</i> agrees to pay to the <i>Owner</i> (or the <i>Owner</i> may deduct same from amounts owing to or that may become owing to the <i>Contractor</i> in respect of the <i>Contract Price</i>) liquidated damages at the per diem rate set out in Article 9.4.2 for each calendar day of delay beyond the prescribed date for achieving <i>Ready-for-Takeover</i> ("<b>Delay Damages</b>") until <i>Ready-for-Takeover</i> is achieved and certified as such by the <i>Consultant</i>, which amounts shall first be paid to the <i>Owner</i> from any <i>Delay Retention</i> not reimbursed to the <i>Contractor</i> prior to <i>Ready-for-Takeover</i>.</p> <p>9.5 The parties acknowledge that as of the effective date of this <i>Contract</i>, the amount of liquidated damages set forth in Article A-9.4 represents a good faith and genuine pre-estimate of the actual potential damages that the <i>Owner</i> would suffer because of late completion of the <i>Project</i>. It is expressly acknowledged and agreed by and between the parties that the amount of such liquidated damages does not include any penalty. Notwithstanding the foregoing, where the <i>Project</i> is delayed beyond the <i>Contract Time</i>, the <i>Owner</i> shall be entitled to (i) the liquidated damages as calculated pursuant to Article A-9.4, or (ii) in the event that the <i>Contractor</i> claims that this liquidated damages provision is invalid or unenforceable and the <i>Contractor</i> prevails on such a defence, the damages arising from the delay suffered by the <i>Owner</i> including, without limitation, consequential, special, incidental, and indirect damages, costs and other expenses incurred or suffered by the <i>Owner</i>.</p> <p>9.6 All liquidated damages not deducted from payments prior to final payment shall be deducted from the final payment to be made by the <i>Owner</i> to the <i>Contractor</i> pursuant to GC 5.5 – FINAL PAYMENT, and any amount of liquidated damages in excess of</p>
--	--	--

		<p>the final payment amount, shall be paid by the <i>Contractor</i> to the <i>Owner</i>, within 30 days following a written demand by the <i>Owner</i> for such payment. The <i>Owner's</i> failure to retain <i>Delay Retention</i> or to demand payment of <i>Delay Damages</i> shall not in any way waive the <i>Owner's</i> right to <i>Delay Retention</i> or <i>Delay Damages</i> and the <i>Owner</i> shall have the right to refuse to pay all or any portion of an amount claimed in a <i>Proper Invoice</i> on account of unpaid <i>Delay Retention</i> or <i>Delay Damages</i>.</p> <p>9.7 The <i>Contractor</i> acknowledges and agrees that the liquidated damages specified in this Article A-9 are not a cap on the damages payable by, or liability of, the <i>Contractor</i>, if the <i>Contractor</i> fails to achieve <i>Ready-for-Takeover</i> within the <i>Contract Time</i>.</p> <p>9.8 The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or any other alternative claim that may be available to the <i>Owner</i>.</p> <p>9.9 If, at any time, the aggregate amount of <i>Delay Retention</i> or <i>Delay Damages</i> retained by or owing to the <i>Owner</i> in accordance with Article A-9.4, exceeds ten percent (10%) of the <i>Contract Price</i>, the <i>Owner</i> may, in its sole discretion, immediately by <i>Notice in Writing</i> and without the need for further formality elect to terminate the <i>Contractor's</i> right to continue with the <i>Work</i> in whole or in part or terminate the <i>Contract</i> and keep the <i>Delay Retention</i> and/or the <i>Delay Damages</i> as contractual liquidated damages, and not as a penalty.</p>
--	--	--

**SC6 DEFINITIONS**

SC6.2	Owner	<p><u>Add</u> to the end of the definition for <i>Owner</i> the following:</p> <p>“For purposes of the <i>Contract</i>, the terms “Owner”, “University of Toronto” and the “University” shall be considered synonymous. The <i>Owner's</i> designated Project Manager identified to the <i>Contractor</i> in the <i>Owner's</i> letter of award will be the <i>Owner's</i> representative on the <i>Project</i>.”</p>
SC6.3	Other Contractor	<p><u>Delete</u> the words “for the project” at the end of the sentence in the definition for <i>Other Contractor</i>.</p>
SC6.4	Payment Legislation	<p><u>Delete</u> the Definition for <i>Payment Legislation</i> and replace it with <i>Construction Act</i> as follows:</p> <p>“<i>Construction Act</i>” means the <i>Construction Act</i>, R.S.O. 1990, c. C.30, as amended, including all regulations passed under it that are enforceable as of the date of execution of this <i>Contract</i>. For certainty, the first procurement process for the <i>Project</i> (i.e., the “improvement” as that term is defined in the <i>Construction Act</i>) was commenced on or after October 1, 2019.”</p>
SC6.5	Ready-for-Takeover	<p><u>Delete</u> all the words after “as verified” in the definition for <i>Ready-for-Takeover</i> and <u>replace</u> them with “and approved by the <i>Owner</i>.”</p>
SC6.6	Adjudication	<p><u>Add</u> the following new definition:</p> <p><b>Adjudication</b>  <i>‘Adjudication’</i> means construction dispute interim adjudication as defined under <i>the Construction Act</i>.</p>

SC6.7	Administration Costs	<p><u>Add</u> the following new definition:</p> <p><b>Administration Costs</b>  <i>'Administration Costs'</i> means those costs and expenses incurred by the <i>Owner</i> as a result of carrying out a process or activity due to a breach of the <i>Contractor's</i> obligations under this <i>Contract</i>, default of the <i>Contractor</i>, or delay in the performance of the <i>Work</i> by the <i>Contractor</i>. <i>Administration Costs</i> include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>.1 additional fees payable by the <i>Owner</i> to the <i>Consultant</i> according to the <i>Consultant's</i> personnel rates;</li> <li>.2 <i>Owner</i> personnel costs associated with the breach, default, or delay, in an amount determined by the <i>Consultant</i>;</li> <li>.3 any additional costs or loss of revenue incurred by the <i>Owner</i> due to the breach, default, or delay."</li> </ul>
SC6.8	As-Built Drawings	<p><u>Add</u> the following new definition:</p> <p><b>As-Built Drawings</b>  <i>As-Built Drawings'</i> or <i>'as-built drawings'</i> means are those <i>Drawings</i> prepared by the <i>Contractor</i> as it constructs the <i>Project</i> and upon which the <i>Contractor</i> documents the actual locations of the building components and changes to the original <i>Contract Documents</i>.</p>
SC6.9	Baseline Schedule	<p><u>Add</u> the following new definition:</p> <p><b>Baseline Schedule</b>  <i>'Baseline Schedule'</i> means the initial <i>Construction Schedule</i> approved by the <i>Owner</i>, that includes all approved <i>Milestone</i> dates, as further described in GC 3.4.</p>
SC6.10	By Others	<p><u>Add</u> the following new definition:</p> <p><b>By Others</b>  The words <i>'By Others'</i> or <i>'by others'</i> when used in the <i>Specifications</i> or on the <i>Drawings</i> means a person performing part of the <i>Work</i>, other than the <i>Contractor</i>. For greater certainty, the only means by which work or services shown or specified shall be indicated as not being in the <i>Contract</i> is by use of the initials <i>'N/C'</i> or the words <i>'Not In Contract'</i> or the words <i>'by Owner'</i>.</p>
SC6.11	Confidential Information	<p><u>Add</u> the following new definition:</p> <p><b>Confidential Information</b>  <i>'Confidential Information'</i> means all information, data, documents, agreements, files and other materials regarding or concerning the <i>Owner</i> or its affiliates, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed, communicated or otherwise furnished by the <i>Owner</i> before, on or after the execution of this <i>Contract</i> to the <i>Contractor</i>, whether or not marked, designated or otherwise identified as "confidential".</p>
SC6.12	Construction Schedule	<p><u>Add</u> the following new definition:</p> <p><b>Construction Schedule</b></p>

		<p><i>'Construction Schedule'</i> means the schedule for the performance of the <i>Work</i> provided by the <i>Contractor</i> pursuant to GC 3.4, including any amendments to the <i>Construction Schedule</i> made pursuant to the <i>Contract Documents</i>.</p>
SC6.13	Contemplated Change Notice	<p><u>Add</u> the following new definition:</p> <p><b>Contemplated Change Notice</b>  <i>'Contemplated Change Notice'</i> means a written notice issued by the <i>Consultant</i>, on behalf of the <i>Owner</i>, to the <i>Contractor</i> describing a contemplated change in scope of the <i>Work</i>.</p>
SC6.14	Delay Damages	<p><u>Add</u> the following new definition:</p> <p><b>Delay Damages</b>  <i>'Delay Damages'</i> has the meaning prescribed to it in Article A-9.4.7.</p>
SC6.15	Delay Retention	<p><u>Add</u> the following new definition:</p> <p><b>Delay Retention</b>  <i>'Delay Retention'</i> has the meaning prescribed to it in Article A-9.4.2.</p>
SC6.16	Direct Costs	<p><u>Add</u> the following new definition:</p> <p><b>Direct Costs</b>  <i>'Direct Costs'</i> has the meaning prescribed to it in GC 6.3.7.</p>
SC6.17	Environmental Programs	<p><u>Add</u> the following new definition:</p> <p><b>Environmental Programs</b>  <i>'Environmental Programs'</i> means all of the <i>Owner's</i> requirements found in the "Manual for Proponents and Bidders Respecting Designated Substances, Health and Safety, Biohazards and Other Hazards" prepared and maintained by the <i>Owner</i> and found at <a href="http://www.ehs.utoronto.ca/services/biosafety/contractors.htm">www.ehs.utoronto.ca/services/biosafety/contractors.htm</a>. The <i>Environmental Programs</i> include the <i>Owner's</i> Asbestos Control Program, its mould program and a program for controlling and handling designated substances.</p>
SC6.18	Excess Soil	<p><u>Add</u> the following new definition:</p> <p><b>Excess Soil</b>  <i>'Excess Soil'</i> means "excess soil" as that term is defined under section 3 of the <i>Excess Soil Regulation</i>.</p>
SC6.19	Excess Soil Regulation	<p><u>Add</u> the following new definition:</p> <p><b>Excess Soil Regulation</b>  <i>'Excess Soil Regulation'</i> means O. Reg. 406/19: On-Site and Excess Soil Management to the <i>Environmental Protection Act</i>, R.S.O. 1990, c. E.19.</p>
SC6.20	Force Majeure	<p><u>Add</u> the following new definition:</p> <p><b>Force Majeure</b>  <i>'Force Majeure'</i> means any cause, beyond either party's control, other than bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the <i>Contract</i> and the event of <i>Force Majeure</i> did</p>



		not arise from a party's default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. <i>Force Majeure</i> includes <i>Labour Disputes</i> ; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining third-party approvals (excluding approvals of any <i>Subcontractors</i> or <i>Suppliers</i> of any tier), permits, or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority other than stop work orders issued as a direct result of a circumstance described in GC 6.5.2; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions, but only if substantially beyond the weather norms of the <i>Place of the Work</i> ; acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).				
SC6.21	General Labour Conditions	<p><u>Add</u> the following new definition:</p> <p><b>General Labour Conditions</b></p> <p>'<i>General Labour Conditions</i>' means the requirements for the use of union labour by the <i>Contractor</i> and <i>Subcontractors</i> as more particularly set out in GC14.2 – GENERAL LABOUR CONDITIONS.</p>				
SC6.22	High-Level Schedule	<p><u>Add</u> the following new definition:</p> <p><b>High-Level Schedule</b></p> <p><u>'High-Level Schedule'</u> means the high-level construction schedule prepared by the <i>Contractor</i> and submitted to the <i>Owner</i> together with the executed letter of award.</p>				
SC6.23	Install	<p><u>Add</u> the following new definition:</p> <p><b>Install</b></p> <p>'<i>Install</i>' means install and connect. Install has this meaning whether or not the first letter is capitalized.</p>				
SC6.24	Labour Dispute	<p><u>Add</u> the following new definition:</p> <p><b>Labour Dispute</b></p> <p>'<i>Labour Dispute</i>' means any lawful or unlawful labour problems, work stoppage, labour disruption, strike (including lockouts decreed or recommended for its members by a recognized contractor's association of which the <i>Contractor</i> is a member or to which the <i>Contractor</i> is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy, whether caused by a failure of the <i>Contractor</i> to comply with the <i>General Labour Conditions</i> or not, which does, or might, affect the <i>Work</i>.</p>				
SC6.25	Milestone	<p><u>Add</u> the following new definition:</p> <p><b>Milestone</b></p> <p>'<i>Milestone</i>' means the following events, each of which must be identified and labelled as a "Milestone" in the <i>Baseline Schedule</i>:</p> <p>The Contractor shall commence work upon receipt of written notification of award. The Contractor shall coordinate all work with the University.</p> <table border="1" data-bbox="516 1780 1511 1898"> <tr> <td>Construction Kick-off Meeting</td> <td>January 28, 2025, 2:00 PM (TBC)</td> </tr> <tr> <td>Mobilization and Construction Start</td> <td>January 30, 2025</td> </tr> </table>	Construction Kick-off Meeting	January 28, 2025, 2:00 PM (TBC)	Mobilization and Construction Start	January 30, 2025
Construction Kick-off Meeting	January 28, 2025, 2:00 PM (TBC)					
Mobilization and Construction Start	January 30, 2025					

		Construction Schedule Submission	February 10, 2025
		Substantial Completion of the Project	December 5, 2025
SC6.26	Notice of Non-Payment	<p><u>Add</u> the following new definition:</p> <p><b>Notice of Non-Payment</b>  '<i>Notice of Non-Payment</i>' means a notice of non-payment of holdback (Form 6) or a notice of non-payment (Form 1.1) under <i>the Construction Act</i>, as applicable to the circumstances.</p>	
SC6.27	Occupancy	<p><u>Add</u> the following new definition:</p> <p><b>Occupancy</b>  '<i>Occupancy</i>' means full occupancy or use after completion of the whole of the <i>Project</i> as evidenced by a certificate of occupancy issued by the governmental authority having jurisdictions or, where no certificate is issued, the whole of the <i>Project</i> has been certified or deemed by the governmental authority having jurisdictions to be compliant with the occupancy requirements of the Ontario Building Code (O. Reg. 332/12: Building Code).</p>	
SC6.28	OHSA	<p><u>Add</u> the following new definition:</p> <p><b>OHSA</b>  '<i>OHSA</i>' means the Occupational Health and Safety Act (Ontario).</p>	
SC6.29	Payment Period	<p><u>Add</u> the following new definition:</p> <p><b>Payment Period</b>  '<i>Payment Period</i>' or 'payment period' <u>the fixed segments of time for which the Contractor shall be entitled to claim payment for Work performed during such period, as agreed upon by the Owner and the Contractor at the first pre-construction meeting. To be effective, such agreement must be in writing or reflected in the final and approved pre-construction meeting minutes. In the event that the Owner and the Contractor do not fix the segment of time for each Payment Period at the first pre-construction meeting, then each Payment Period shall be a one (1) month period during which Work was performed, with the start and end dates of each Payment Period deemed to be the first (1st) calendar day of the applicable month and the last calendar day of the same month, respectively.</u></p>	
SC6.30	Pre-Invoice Submission Meeting	<p><u>Add</u> the following new definition:</p> <p><b>Pre-Invoice Submission Meeting</b>  '<i>Pre-Invoice Submission Meeting</i>' has the definition given to it under GC 5.2.1.</p>	
SC6.31	Procurement Documents	<p><u>Add</u> the following new definition:</p> <p><b>Procurement Documents</b>  '<i>Procurement Documents</i>' means those documents issued by the Owner as part of the competitive procurement to identify the successful Contractor for the Contract.</p>	
SC6.32	Procurement Response	<p><u>Add</u> the following new definition:</p> <p><b>Procurement Response</b>  '<i>Procurement Response</i>' means the Contractor's tender, bid or proposal submitted to</p>	

		the <i>Owner</i> in response to a procurement process issued by the <i>Owner</i> . For greater certainty, the <i>Contractor's Procurement Response</i> includes the <i>Contractor's</i> original bid for the <i>Contract Price</i> (inclusive of cash allowances prescribed in the <i>Procurement Documents</i> , if any), as well as any alternative and separate price(s) solicited from the <i>Contractor</i> in the bid documents.
SC6.33	Proper Invoice	<p><u>Add</u> the following new definition:</p> <p><b>Proper Invoice</b>  '<i>Proper Invoice</i>' means a "proper invoice" as that term is defined in Section 6.1 of the <i>Construction Act</i>, with the minimum requirements set out in Exhibit "1" of the Supplementary Conditions.</p>
SC6.34	Proper Invoice Submission Date	<p><u>Add</u> the following new definition:</p> <p><b>Proper Invoice Submission Date</b>  '<i>Proper Invoice Submission Date</i>' has the definition given to it under GC 5.2.2.</p>
SC6.35	Provide	<p><u>Add</u> the following new definition:</p> <p><b>Provide</b>  '<i>Provide</i>' means to supply and install. <i>Provide</i> has this meaning whether or not the first letter is capitalized.</p>
SC6.36	Request for Information	<p><u>Add</u> the following new definition:</p> <p><b>Request for Information</b>  '<i>Request for Information</i>' or '<i>RFI</i>' means written documentation sent by the <i>Contractor</i> to the <i>Consultant</i>, with a copy to the <i>Owner</i>, requesting written clarification(s) and/or interpretation(s) of the <i>Drawings</i> and/or <i>Specifications</i>, <i>Contract</i> requirements and/or other pertinent information required to complete the <i>Work</i> of the <i>Contract</i> without applying for a change or changes to the <i>Work</i>.</p>
SC6.37	Restricted Period	<p><u>Add</u> the following new definition:</p> <p><b>Restricted Period</b>  '<i>Restricted Period</i>' means the (inclusive) period of time between November 15 to December 31 (inclusive) in any given year throughout the duration of the <i>Contract</i>.</p>
SC6.38	Rules	<p><u>Add</u> the following new definition:</p> <p><b>Rules</b>  '<i>Rules</i>' has the meaning given to it under GC 8.3.1.</p>
SC6.39	Submittals	<p><u>Add</u> the following new definition:</p> <p><b>Submittals</b>  '<i>Submittals</i>' means documents or items required by the <i>Contract Documents</i> to be provided by the <i>Contractor</i> such as:</p> <ul style="list-style-type: none"> <li>• <i>Shop Drawings</i>, samples, models, mock-ups to indicate details or characteristics, before the portion of the <i>Work</i> that they represent can be</li> </ul>

		<p>incorporated into the <i>Work</i>; and,</p> <ul style="list-style-type: none"> <li>• <i>As-Built drawings</i> and manuals to provide instructions to the operation and maintenance of the <i>Work</i>.</li> </ul>
SC6.40	Wage Schedule	<p><u>Add</u> the following new definition:</p> <p><b>Wage Schedule</b>  <i>'Wage Schedule'</i> means the schedule, established in accordance with GC 6.2.4, setting out <i>Contractor</i> personnel and/or third-party labour wage rates, inclusive of hourly rates, benefits, and payroll burden, as applicable to the <i>Contractor</i> or its <i>Subcontractor(s)</i>. For certainty, the <i>Wage Schedule</i> shall not include the <i>Contractor's</i> or <i>Subcontractor's</i> overhead, general expenses, or profit on personnel or labour, such amounts for overhead, general expenses, and profit being determined in accordance with the percentages listed in GC 6.2.5.</p>
SC6.41	Reviewed, Instructed, Required, Directed, Permitted, Inspected, Ordered	<p><u>Add</u> the following new definition:</p> <p><b>Reviewed, Instructed, Required, Directed, Permitted, Inspected, Ordered</b>  Wherever the words 'reviewed', 'instructed', 'required', 'directed', 'permitted', 'inspected', 'ordered' or similar words are used they shall mean, unless the context provides otherwise, 'reviewed by the <i>Consultant</i>', 'instructed by the <i>Consultant</i>', 'required by the <i>Consultant</i>', 'directed by the <i>Consultant</i>', 'permitted by the <i>Consultant</i>' and 'ordered by the <i>Consultant</i>'.</p>
SC6.42	Satisfactory	<p><u>Add</u> the following new definition:</p> <p><b>Satisfactory</b>  Wherever the word 'satisfactory' or similar words or phrases are used in the <i>Contract Documents</i>, it means, unless the context provides otherwise, 'satisfactory to the <i>Owner</i> and the <i>Consultant</i>'.</p>

**AMENDMENTS TO THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

**SC7 GC 1.1 CONTRACT DOCUMENTS**

SC7.1	1.1.1	<p><u>Delete</u> the first sentence in paragraph 1.1.1 and <u>replace</u> it with the following:</p> <p>The intent of the <i>Contract Documents</i> is to include the construction, labour, <i>Products</i>, <i>Construction Equipment</i> and other services necessary, complementary or ancillary, for the performance and completion of the <i>Work</i> by the <i>Contractor</i> in accordance with the <i>Contract Documents</i> or properly inferable from them.</p> <p>-and-</p> <p><u>Add</u> the following sentence between the first and second sentences in paragraph 1.1.1:</p> <p>In many cases, the language of the <i>Contract Documents</i> is written in the imperative for the sake of brevity. Clauses containing instructions or directions are intended for the <i>Contractor</i> and such sentences are deemed to include the words, "the <i>Contractor</i> shall.</p>
-------	-------	---

SC7.2	1.1.3	<p><u>Delete</u> paragraph 1.1.3 and <u>replace</u> it with the following:</p> <p>1.1.3 The <i>Contractor</i> shall review the <i>Contract Documents</i>, including without limitation, for the purpose of facilitating co-ordination and execution of the <i>Work</i> by the <i>Contractor</i>. Such review by the <i>Contractor</i> shall be to the standard of care provided in GC 3.12.</p>
SC7.3	1.1.4	<p><u>Delete</u> paragraph 1.1.4 and <u>replace</u> it with the following:</p> <p>1.1.4 Except for the obligation to make such review and report the results, the <i>Contractor</i> is not responsible for errors, omissions or inconsistencies in the <i>Contract Documents</i> provided that the <i>Contractor</i> exercised the degree of care and skill described in GC 1.1.3. If there are errors, omissions or inconsistencies discovered by or made known to the <i>Contractor</i>, the <i>Contractor</i> shall promptly report to the <i>Consultant</i> and shall not proceed with the <i>Work</i> affected until the <i>Contractor</i> has received corrected or additional information from the <i>Consultant</i>. Errors, inconsistencies and/or omissions in the <i>Drawings</i> and/or <i>Specifications</i> which do not allow completion of the <i>Work</i> shall be brought to the <i>Consultant's</i> attention prior to the execution of the affected <i>Work</i> by means of an <i>RFI</i>. Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the <i>Drawings</i> or in the <i>Specifications</i> to labour and/or <i>Products</i> that are required or normally recognized within respective trade practices as being necessary for the complete execution of the <i>Work</i>. The <i>Contractor</i> shall not use subsequent <i>RFIs</i>, issued during execution of the <i>Work</i>, to establish a presumptive change and/or changes in the <i>Work</i> pursuant to Part 6 – CHANGES IN THE WORK.</p>
SC7.4	1.1.5.1	<p><u>Delete</u> paragraph 1.1.5.1 and <u>replace</u> it with the following:</p> <p>.1 the order of priority of documents, from highest to lowest, shall be:</p> <ul style="list-style-type: none"><li>.1 the Supplementary Conditions,</li><li>.2 the Agreement between the <i>Owner</i> and the <i>Contractor</i>,</li><li>.3 the letter of award;</li><li>.4 the Definitions;</li><li>.5 the General Conditions,</li><li>.6 <i>Division 1 of the Specifications</i>,</li><li>.7 technical <i>Specifications</i>,</li><li>.8 material and finishing schedules,</li><li>.9 the <i>Drawings</i></li></ul>

		<i>.10 Procurement Documents.</i>
SC7.5	1.1.5.6 to 1.1.5.11	<p><u>Add</u> subparagraphs 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.5.10, and 1.1.5.11 as follows:</p> <p>.6 Annotations on the <i>Drawings</i> shall govern over the graphic representation of the <i>Drawings</i>.</p> <p>.7 Finishes in the room finish schedules shall govern over those shown on the <i>Drawings</i>.</p> <p>.8 Schedules of Division 01 – General Requirements of the <i>Specifications</i> shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the <i>Specifications</i>.</p> <p>.9 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the <i>Consultant</i> or its sub-<i>Consultants</i> are to remain with each of the applicable drawing disciplines.</p> <p>.10 Any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.</p> <p>.11 Fixturing drawing provided by the <i>Owner</i> shall have precedence over architectural drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts.</p>
SC7.6	1.1.10	<p><u>Delete</u> the first sentence in paragraph 1.1.10 and <u>replace</u> it with the following:</p> <p>Contracts, <i>Drawings</i>, <i>Specifications</i>, models, documents and copies thereof furnished by the <i>Contractor</i> or the <i>Owner</i> are and shall remain the property of the <i>Owner</i>, with the exception of the signed contract set belonging to the <i>Contractor</i>.</p> <p>-and-</p> <p><u>Add</u> the following to the end of paragraph 1.1.10:</p> <p>The <i>Specifications</i> are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the <i>Contract Documents</i> will be construed to place responsibility on the <i>Consultant</i> to settle disputes among the <i>Subcontractors</i> and <i>Suppliers</i> in respect to such divisions. The <i>Drawings</i> are, in part, diagrammatic and are intended to convey the scope of the <i>Work</i> and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The <i>Contractor</i> shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the <i>Drawings</i>, including <i>Shop Drawings</i> and shall become familiar with conditions and spaces affecting these matters</p>

		before proceeding with the <i>Work</i> . Where site conditions require reasonable minor changes in indicated locations and arrangements, the <i>Contractor</i> shall make such changes at no additional cost to the <i>Owner</i> . Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the <i>Contractor</i> shall include such relocation in the <i>Work</i> . The <i>Contractor</i> shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the <i>Contract Documents</i> wherever located and whenever issued, compiling information of similar content and may consist of drawings, tables and/or lists.
SC7.7	1.1.12 to 1.1.15	<p><u>Add</u> new paragraphs 1.1.12, 1.1.13, 1.1.14, and 1.1.15 as follows:</p> <p>1.1.12 The <i>Contractor</i> may obtain, at its own cost, copies of the <i>Contract Documents</i> from the electronic posting site Bidding or MERX, as applicable.</p> <p>1.1.13 One set of signed and sealed <i>Contract Documents</i> shall be retained by each of the <i>Owner</i> and the <i>Contractor</i>.</p> <p>1.1.14 The <i>Contractor</i> shall keep one copy of the current <i>Contract Documents</i>, <i>Supplemental Instructions</i>, <i>Contemplated Change Notices</i>, <i>Change Estimates</i>, <i>Change Orders</i>, <i>Change Directives</i>, permits and permit <i>Drawings</i>, cash allowance disbursement authorizations (if used), reviewed <i>Shop Drawings</i>, <i>Submittals</i>, reports and records of meetings at the <i>Place of the Work</i>, and all documents and records evidencing that the <i>Project</i> complies with the <i>Excess Soil Regulation</i>, all in good order and available to the <i>Owner</i> and <i>Consultant</i>.</p> <p>1.1.15 The <i>Contractor</i> shall prepare and maintain current <i>As-Built Drawings</i> which shall consist of the <i>Drawings</i> and <i>Specifications</i> revised by the <i>Contractor</i> during the <i>Work</i>, showing changes to the <i>Drawings</i> and <i>Specifications</i>, which current <i>As-Built Drawings</i> shall be maintained by the <i>Contractor</i> and made available to the <i>Consultant</i> for review with each application for payment. The <i>Consultant</i> reserves the right to retain a reasonable amount for the value of the <i>As-Built Drawings</i> not presented for review.</p>

**SC8 GC 1.4 ASSIGNMENT**

SC8.1	1.4.1	<p><u>Delete</u> paragraph 1.4.1 in its entirety and <u>replace</u> it with the following:</p> <p><u>The <i>Contractor</i> shall not assign the <i>Contract</i>, or any portion thereof without the prior written consent of the <i>Owner</i>, the granting of which shall be in the <i>Owner's</i> absolute discretion. In the event that the <i>Owner</i> agrees to an assignment of the <i>Contract</i> by the <i>Contractor</i>, such assignment shall not relieve the <i>Contractor</i> from its obligations and liabilities hereunder.</u></p>
SC8.2	1.4.2	<p><u>Add</u> a new paragraph 1.4.2 as follows:</p> <p><u>The <i>Owner</i> shall have the right, in its absolute discretion, upon delivery of a <i>Notice in Writing</i> to the <i>Contractor</i>, to transfer, novate, or assign this <i>Contract</i> and all of its rights and obligations under this <i>Contract</i>, in part or in whole, to any other partnership, corporation,</u></p>

		<p><u>joint venture, company, or person. Upon any such transfer or assignment the Owner shall not be liable for, and shall be released from, the performance of its obligations under this Contract, such that the Contractor, transferee or other assignee shall perform all of the Owner's obligations under the Contract which arise on and after the date of such assignment, all as fully and to the same extent as if the transferee or assignee had been the original party to the Contract instead of the Owner.</u></p>
--	--	--

**SC9 GC 1.5 CONFIDENTIALITY**

<p>SC9.1</p>	<p>GC 1.5</p>	<p><u>Add</u> new GC 1.5 – CONFIDENTIALITY as follows:</p> <p><b>GC 1.5 CONFIDENTIALITY</b></p> <p>1.5.1 The <i>Contractor</i> shall take all reasonable precautions to protect, keep confidential, and not to use or disclose, other than as permitted in this <i>Contract</i>, all <i>Confidential Information</i> of the <i>Owner</i>.</p> <p>1.5.2 The confidentiality obligations in this GC 1.5 shall not apply to <i>Confidential Information</i> that is:</p> <ul style="list-style-type: none"> <li>.1 required to be disclosed under or pursuant to any relevant law, legislation, statute, by-law, order, court or governmental authority having jurisdiction, as long as the <i>Contractor</i>: <ul style="list-style-type: none"> <li>(i) discloses the minimum amount of <i>Confidential Information</i> required to satisfy the relevant law, legislation, statute, by-law, order, court or governmental authority having jurisdiction; and</li> <li>(ii) before disclosing any information, gives 15 days' <i>Notice in Writing</i> to the <i>Owner</i> and takes all reasonable steps to maintain such <i>Confidential Information</i> in confidence;</li> </ul> </li> <li>.2 in the public domain otherwise than as a result of a breach of this <i>Contract</i> or other obligation of confidence;</li> <li>.3 required to be disclosed to the <i>Contractor's</i> employees or to the extent necessary to <i>Subcontractors</i> and <i>Suppliers</i> to enable the <i>Contractor</i> to fulfill its obligations under this <i>Contract</i>; or</li> <li>.4 already known by, or rightfully received, or independently developed by the recipient free of any confidentiality obligation.</li> </ul> <p>1.5.3 The <i>Contractor</i> shall not, without the previous written consent of the <i>Owner</i>, use, publish or disclose to any person nor cause nor permit any of its employees, agents or third parties to use, publish or disclose any <i>Confidential Information</i> obtained from the <i>Owner</i> other than for the performance of the party's duties and obligations under this <i>Contract</i>.</p> <p>1.5.4 Notwithstanding GC 1.5.3, prior to disclosing or providing access to any <i>Confidential Information</i> to a third party, the <i>Contractor</i> shall seek the written approval of the <i>Owner</i>. Before the <i>Owner</i> provides its consent and access to the <i>Confidential Information</i>, the <i>Contractor</i> will undertake to have such third party sign an agreement causing them to be bound by terms substantially the same as those</p>
--------------	---------------	--



		<p>in this GC 1.5 in a form approved by the <i>Owner</i>.</p> <p>1.5.5 At the <i>Owner's</i> request, the <i>Contractor</i> shall promptly return to the <i>Owner</i> any <i>Confidential Information</i> of the <i>Owner</i> then in the <i>Contractor's</i> possession or under the <i>Contractor's</i> control, except for <i>Confidential Information</i> necessary to perform the <i>Contractor's</i> duties under this <i>Contract</i>.</p> <p>1.5.6 If any unauthorized disclosure of, loss of, or inability to account for, <i>Confidential Information</i> occurs, the <i>Contractor</i> shall notify the <i>Owner</i> immediately by <i>Notice in Writing</i>.</p> <p>1.5.7 If any <i>Confidential Information</i> contains information received in confidence from a third party, the <i>Contractor</i> shall, on request by the <i>Owner</i>, enter into any non-disclosure agreement that the third party may reasonably require on terms no more onerous than those in this <i>Contract</i>.</p>
--	--	--

**SC10 GC 1.6 PUBLICITY AND MEDIA**

SC10.1	GC 1.6	<p><u>Add</u> new GC 1.6 – PUBLICITY AND MEDIA as follows:</p> <p><b>GC 1.6 PUBLICITY AND MEDIA</b></p> <p>1.6.1 The <i>Contractor</i> will not issue any press release, other general publicity announcement, or otherwise disclose any information concerning this <i>Contract</i> or the <i>Project</i> except with the prior written approval of the <i>Owner</i>. Without limiting the generality of the foregoing, the <i>Contractor</i> shall obtain prior approval from the <i>Owner</i> before making any information, including <i>Confidential Information</i>, public with regard to this <i>Contract</i> at any time, during or after the term of the <i>Contract</i>. The <i>Contractor</i> will ensure its employees, agents, <i>Subcontractors</i> and <i>Suppliers</i> and other representatives comply with the obligations of this GC 1.6.</p>
--------	--------	---

**SC11 GC 2.2 ROLE OF THE CONSULTANT**

SC11.1	2.2.4	<p><u>Delete</u> GC 2.2.4 in its entirety and <u>replace</u> it with the following:</p> <p>Upon receipt of an application for payment that satisfies the requirement of a <i>Contractor's Proper Invoice</i>, based on the <i>Consultant's</i> observations and evaluation of the <i>Contractor's</i> application for payment, the <i>Consultant</i> will determine the amounts owing to the <i>Contractor</i> under the <i>Contract</i> and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, Article A-9 of the Agreement – TIME OF THE ESSENCE/LIQUIDATED DAMAGES, GC 5.3 - PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, and GC 5.5 - FINAL PAYMENT. If the <i>Consultant</i> determines that the amount payable to the <i>Contractor</i> differs from the amount stated in a <i>Proper Invoice</i>, the <i>Consultant</i> shall deliver its finding to the <i>Owner</i> as provided in GC 5.3.1.1(b) and prepare a draft of the applicable <i>Notice of Non-Payment</i> for the amount in dispute.</p>
SC11.2	2.2.6	<p>In the first sentence of paragraph 2.2.6 <u>delete</u> the words: "Except with respect to GC5.1 — FINANCING INFORMATION REQUIRED OF THE OWNER".</p>

SC11.3	2.2.7	<p><u>Add</u> the following to the end of paragraph 2.2.7:</p> <p>All <i>Requests for Information</i> shall be provided to the <i>Owner</i>, the <i>Owner's Representative</i>, and the <i>Consultant</i>. Where a RFI requires a response from the <i>Consultant</i>, the <i>Consultant</i> shall provide its response in writing within 10 <i>Working Days'</i> receipt of an RFI.</p>
SC11.4	2.2.12	<p><u>Add</u> the following to the end of paragraph 2.2.12:</p> <p>If, in the opinion of the <i>Contractor</i>, the <i>Supplemental Instruction</i> involves an adjustment in the <i>Contract Price</i> or in the <i>Contract Time</i>, it shall, within ten (10) <i>Working days</i> of receipt of a <i>Supplemental Instruction</i> provide the <i>Consultant</i> with a written notice to that effect. In the event that the <i>Contractor</i> needs additional information to determine whether a <i>Supplemental Instruction</i> involves an adjustment of the <i>Contract Price</i> or in the <i>Contract Time</i>, it may issue a written request to the <i>Consultant</i> seeking such additional information. Following receipt of such information, the <i>Contractor</i> shall, within ten (10) <i>Working days</i> of receipt of such additional information provide the <i>Consultant</i> with the written notice described in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the <i>Supplemental Instruction</i> by the <i>Contractor</i> without adjustment in the <i>Contract Price</i> or <i>Contract Time</i>.</p>
SC11.5	2.2.19	<p><u>Add</u> a new paragraph 2.2.19 as follows:</p> <p>The <i>Consultant's</i> services will be performed solely for the benefit of the <i>Owner</i> and no <i>Contractor</i>, <i>Subcontractor</i>, <i>Supplier</i> or other third party shall have any claim against the <i>Consultant</i> as a result of the performance or non-performance of the <i>Consultant's</i> services. The <i>Contractor</i> shall include this provision in any contracts it makes with its <i>Subcontractors</i>, <i>Suppliers</i> and others and shall require such <i>Subcontractors</i>, <i>Suppliers</i> and others to include the same term in their contracts with sub-<i>Subcontractors</i>, sub-<i>Suppliers</i> and others.</p>

**SC12 GC 2.3 REVIEW AND INSPECTION OF THE WORK**

SC12.1	2.3.2	<p><u>Add</u> the following to the end of paragraph 2.3.2:</p> <p>If the <i>Contractor</i> notifies the <i>Consultant</i> that the <i>Work</i> is ready for testing, review or inspection and subsequent to such notification the <i>Contractor</i> is not prepared for a test, inspection or approval of <i>Work</i> by the <i>Consultant</i> and the <i>Consultant</i> is required to make a subsequent visit, the cost of any such unnecessary visit by the <i>Consultant</i> may be deducted from amounts payable to the <i>Contractor</i>.</p>
--------	-------	---

**SC13 GC 2.4 DEFECTIVE WORK**

SC13.1	2.4.1	<p><u>Add</u> the following to the end of paragraph 2.4.1:</p> <p>The <i>Contractor</i> shall prioritize the correction of any defective <i>Work</i> which, in the sole discretion of the <i>Owner</i>, adversely affects the day-to-day operation of the <i>Owner</i>. Any defective <i>Work</i> that has been rejected by the <i>Consultant</i> shall be corrected by the <i>Contractor</i> within 5 <i>Working Days</i> of being notified of the defective <i>Work</i>, save and except where the defective <i>Work</i> cannot reasonably be corrected within such time period, in which case the <i>Contractor</i> shall, within that same 5 <i>Working Day</i> period, provide a written remediation plan to the <i>Owner</i> and the <i>Consultant</i> for the prompt correction of the defective <i>Work</i> for the <i>Owner's</i> review and approval . Unless agreed otherwise in writing by the <i>Owner</i>, the <i>Contractor</i> shall complete all corrections to the defective <i>Work</i> within 5 <i>Working</i></p>
--------	-------	--

		<i>Days of the Owner</i> approving the remediation plan.
SC13.2	2.4.4	<u>Add</u> a new paragraph 2.4.4 as follows:  2.4.4 The <i>Contractor</i> shall reimburse the <i>Owner</i> for all <i>Administration Costs</i> associated with the <i>Consultant</i> having to re-attend to inspect defective work in excess of one inspection.
SC13.3	2.4.5	<u>Add</u> a new paragraph 2.4.5 as follows:  2.4.5 Neither acceptance of the <i>Work</i> by the <i>Consultant</i> or the <i>Owner</i> , nor any failure by the <i>Consultant</i> or the <i>Owner</i> to identify, observe, or warn of defective <i>Work</i> or any deficiency in the <i>Work</i> shall relieve the <i>Contractor</i> from the sole responsibility for rectifying such defect or deficiency at the <i>Contractor's</i> sole cost.

**SC14 GC 3.1 CONTROL OF THE WORK**

SC14.1	3.1.2	<u>Delete</u> the period at the end of paragraph 3.1.2 and <u>replace</u> it with the following:  “and further represents, warrants, and acknowledges that, prior to submitting its <i>Procurement Response</i> , the <i>Contractor</i> considered and took into account in its pricing all reasonably known impacts and restrictions arising from the COVID-19 pandemic, including without limitation any corresponding legislative changes that may impact performance of the <i>Project</i> as of the date that the <i>Contractor</i> submitted its <i>Procurement Response</i> and the <i>Owner's</i> rules and guidelines on COVID-19 vaccination.”
SC14.2	3.1.3 and 3.1.4	<u>Add</u> new paragraphs 3.1.3 and 3.1.4 as follows:  3.1.3 The <i>Contractor's</i> representatives and project team as named in the <i>Contractor's</i> original bid for the <i>Contract</i> shall not be changed except for valid reason and with the <i>Owner's</i> written consent. The <i>Owner</i> may reasonably demand a change in specific members of the <i>Contractor's</i> project team at any time.  3.1.4 Prior to commencing individual procurement, fabrication and construction activities, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i> , all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the <i>Work</i> and shall further carefully compare such field measurements and conditions with the requirements of the <i>Contract Documents</i> . Where dimensions are not included or exact locations are not apparent, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain written instructions from the <i>Consultant</i> before proceeding with any part of the affected <i>Work</i> .

**SC15 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

SC15.1	3.2.2.1	<u>Delete</u> subparagraph 3.2.2.1 in its entirety and <u>replace</u> it with “[Intentionally left blank].”
SC15.2	3.2.3.2	<u>Delete</u> subparagraph 3.2.3.2 and <u>replace</u> it with the following:  “co-ordinate and schedule the activities and work of <i>Other Contractors</i> , including the work of <i>Other Contractors</i> retained as necessary when a price for a change in the <i>Work</i> cannot

		be agreed upon, and <i>Owner's</i> own forces with the <i>Work</i> of the <i>Contractor</i> ;”
SC15.3	3.2.3.4	<u>Delete</u> the period at the end of subparagraph 3.2.3.4 and <u>replace</u> it with a semi-colon.
SC15.4	3.2.3.5	<u>Add</u> new subparagraph 3.2.3.5 as follows:  .5 Subject to GC 9.4 CONSTRUCTION SAFETY, for the <i>Owner's</i> own forces and for <i>Other Contractors</i> , assume overall responsibility for compliance with all aspects of the applicable Health and Safety legislation of the <i>Place of the Work</i> , including all the responsibilities of the “constructor” under the OHSA.

**SC16 GC 3.4 CONSTRUCTION SCHEDULE**

SC16.1	3.4.1	<p><u>Delete</u> paragraph 3.4.1 in its entirety, including all subparagraphs, and <u>replace</u> it with the following new paragraphs 3.4.1, 3.4.2, 3.4.4 and 3.4.5:</p> <p>3.4.1 By no later than the first application for payment, the <i>Contractor</i> shall submit to the <i>Owner</i> and the <i>Consultant</i> for their approval a baseline schedule indicating the critical path for the <i>Project</i> that</p> <p>.1 complies with the requirements of <b>Exhibit “2”</b> of the Supplementary Conditions</p> <p>.2 demonstrates that the <i>Work</i> will be performed in conformity with the dates prescribed in Article A-1.3 for the <i>Contract Time</i> and the <i>Contract Documents</i>;</p> <p>.3 identifies proposed dates for achieving each <i>Milestone</i>; and</p> <p>.4 is accompanied by a letter from a senior officer of the <i>Contractor</i> certifying that the baseline schedule was prepared in collaboration with, and is supported by, the <i>Subcontractors</i> and <i>Suppliers</i> whose activities affect the critical path.</p> <p>3.4.2 Upon receipt of the <i>Contractor's</i> baseline schedule submission, the <i>Owner</i> and the <i>Consultant</i> shall review the submission and either notify the <i>Contractor</i> that the baseline schedule is acceptable or provide written comments to the <i>Contractor</i> identifying and explaining how the <i>Contractor's</i> baseline schedule submission does not comply with the requirements of GC 3.4.1. If the <i>Owner</i> or the <i>Consultant</i> notify the <i>Contractor</i> that its submission is non-compliant, the <i>Contractor</i> will, within 5 <i>Working Days</i> of receiving such notification, address the non-compliance and resubmit its baseline schedule submission to the <i>Owner</i> and the <i>Consultant</i>. The process described in this GC 3.4.2 shall continue until such time as the <i>Contractor</i> delivers a compliant baseline schedule submission, as determined by the <i>Owner</i> and the <i>Consultant</i> acting reasonably. However, the final opportunity for the <i>Contractor</i> to deliver a compliant baseline schedule submission, without penalty, shall be with its third application for payment. If, at that time, the <i>Contractor's</i> baseline schedule submission still does not comply with the requirements of GC 3.4.1, the <i>Owner</i> may issue a <i>Notice of Non-Payment</i> and deduct from payment to the <i>Contractor</i> a reasonable amount as determined by the <i>Consultant</i>, and retain such amount until such time that the <i>Contractor</i> delivers a compliant baseline schedule submission that is accepted by the <i>Owner</i>. Until such time that the baseline schedule submission is accepted, the <i>High-Level Schedule</i> shall constitute the baseline schedule for the <i>Project</i>. <u>Once accepted by the <i>Owner</i>, such baseline schedule submission shall become the “<b>Baseline Schedule</b>” that is fixed, shall not be amended, and shall replace the <i>High-Level Schedule</i>. The <i>Baseline Schedule</i> shall be the initial version of the <i>Construction</i></u></p>
--------	-------	--

		<p><u>Schedule.</u></p> <p>3.4.3 The <i>Contractor</i> shall:</p> <ul style="list-style-type: none"><li>.1 provide the expertise and resources, such resources including sufficient staffing and labour, and equipment, as are necessary to maintain or improve progress under the <i>Baseline Schedule</i> or any successor <i>Construction Schedule</i> approved by the <i>Owner</i> pursuant to this GC 3.4;</li><li>.2 <u>ensure that all <i>Subcontractors</i> and <i>Suppliers</i> are provided with a copy of the <i>Baseline Schedule</i> and any successor <i>Construction Schedule(s)</i> and that they adhere to the <i>Construction Schedule</i>;</u></li><li>.3 continuously monitor the progress of the <i>Work</i> relative to the <i>Baseline Schedule</i> and, as part of the <i>Contractor's</i> requirements for a <i>Proper Invoice</i>, provide the <i>Owner</i> with a monthly update to the <i>Construction Schedule</i> that complies with the requirements of Exhibit "2" to the Supplementary Condition, covering all of the baseline activities including the actual start, actual finish and percentage completion of those activities and shall submit, to the <i>Owner</i> for review and approval, any changes made to the <i>Baseline Schedule</i> logic and activity durations;</li><li>.4 immediately provide <i>Notice in Writing</i> to the <i>Owner</i> and the <i>Consultant</i> of any slippage or potential slippage in the currently approved <i>Milestones</i> in the <i>Construction Schedule</i>;</li><li>.5 if after applying the expertise and resources required under GC 3.4.3.1, the <i>Contractor</i> forms the opinion that the slippage in schedule reported in GC 3.4.3.3 cannot be recovered by the <i>Contractor</i>, it shall, in the same notice provided under GC 3.4.3.3, indicate to the <i>Consultant</i> and the <i>Owner</i> if the <i>Contractor</i> intends to apply for an extension of <i>Contract Time</i> as provided in PART 6 —CHANGES IN THE WORK.</li></ul> <p>3.4.4 The <i>Contractor</i> shall not amend the <i>Construction Schedule</i> without the prior written consent of the <i>Owner</i>. Any revisions to the <i>Construction Schedule</i> approved by the <i>Owner</i> shall not be deemed to be an extension of the <i>Contract Time</i> or any <i>Milestone</i>. All requests by the <i>Contractor</i> for a revision to the <i>Construction Schedule</i> that includes an extension to the <i>Contract Time</i> or adjustment to the date of any <i>Milestone</i> must be approved by the <i>Owner</i> through an executed <i>Change Order</i>.</p> <p>3.4.5 Without limiting the <i>Contractor's</i> obligations under this GC 3.4, the <i>Contractor</i> shall at each site construction meeting, or every two-weeks, whichever is shorter, provide to the <i>Owner</i> and the <i>Consultant</i> a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period."</p>
--	--	---

**SC17 GC 3.5 SUPERVISION**

SC17.1	3.5.2	<p><u>Delete</u> paragraph 3.5.2 in its entirety and <u>replace</u> it with the following:</p> <p>The supervisor, and any project manager appointed by the <i>Contractor</i>, shall represent the <i>Contractor</i> at the Place of <i>Work</i> and shall have full authority to act on written instructions given by the <i>Consultant</i> and/or the <i>Owner</i> and the <i>Owner's</i> representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the <i>Contractor</i> and both the supervisor and any project manager shall have full authority to act on behalf of the <i>Contractor</i> and bind the <i>Contractor</i> in matters related to this <i>Contract</i>.</p>
SC17.2	3.5.3 and 3.5.4	<p><u>Add</u> new paragraphs 3.5.3 and 3.5.4 as follows:</p> <p>3.5.3 The <i>Owner</i>, acting reasonably, shall have the right to order the <i>Contractor</i> to remove from the <i>Project</i> any representative or employee of the <i>Contractor</i>, <i>Subcontractors</i> or <i>Suppliers</i> who, in the opinion of the <i>Owner</i>, are a detriment to the <i>Project</i>. The <i>Contractor</i> shall indemnify and save the <i>Owner</i> harmless from any claims, demands, actions, costs, expenses, losses, or damages that may arise or result from the <i>Owner</i> exercising its right under this GC 3.5.3.</p> <p>3.5.4 Notwithstanding GC 7.1, the <i>Owner</i> shall have the right to immediately, and upon <i>Notice in Writing</i>, terminate the <i>Contract</i> should the <i>Contractor</i> fail to comply with the OHSA.</p>

**SC18 GC 3.6 SUBCONTRACTORS AND SUPPLIERS**

SC18.1	3.6.1	<p><u>Add</u> the words ""including any warranties and service agreements which extend beyond the term of the <i>Contract</i>" after the words "under subcontract" in the second line in paragraph 3.6.1.</p>
SC18.2	3.6.4	<p><u>Delete</u> the word "If" at the beginning of the sentence in paragraph 3.6.4 and <u>replace</u> it with "If, following execution of the <i>Contract</i>,"</p>
SC18.3	3.6.5	<p><u>Add</u> to the start of the sentence in paragraph 3.6.5 the following: "Subject to GC 3.6.8,"</p>
SC18.4	3.6.7 to 3.6.12	<p><u>Add</u> new paragraphs 3.6.7, 3.6.8, 3.6.9, 3.6.10, 3.6.11, and 3.6.12 as follows:</p> <p>3.6.7 The <i>Contractor</i> represents and warrants that it has confirmed the availability of its <i>Subcontractors</i> for the <i>Project</i> and, in particular, for the performance of their respective portions of the <i>Work</i> to ensure completion of the <i>Project</i> within the <i>Contract Price</i> and the <i>Contract Time</i>. If the <i>Contractor</i> wants to change a <i>Subcontractor</i> or <i>Supplier</i>, then:</p> <ol style="list-style-type: none"> <li>.1 the <i>Contractor</i> shall not make such change without prior written approval of the <i>Owner</i>, which approval shall be in the sole discretion of the <i>Owner</i>;</li> <li>.2 the <i>Contractor</i> shall provide the <i>Owner</i> with a copy of the proposed subcontract along with pricing information and a scope of work for the <i>Owner's</i> review and consideration to inform its exercise of discretion; and</li> <li>.3 if such change in <i>Subcontractor</i> is approved by the <i>Owner</i> the <i>Contractor</i> shall not be entitled to an increase in the <i>Contract Price</i> or <i>Contract Time</i></li> </ol>

		<p style="text-align: center;">where the <i>Owner</i> approves a change in <i>Subcontractor</i> or <i>Supplier</i>.</p> <p>3.6.8 Where provided for in the <i>Procurement Documents</i>, the <i>Owner</i> may assign to the <i>Contractor</i>, and the <i>Contractor</i> agrees to accept as a subcontract, any contract procured by the <i>Owner</i> for <i>Work</i> or services required on the <i>Project</i> that has been pre-tendered or pre-negotiated by the <i>Owner</i>.</p> <p>3.6.9 The <i>Contractor</i> shall ensure that all contracts and written agreements with <i>Subcontractors</i> and <i>Suppliers</i> contain an assignment clause in favour of the <i>Owner</i>. In the event that the <i>Contract</i> is terminated, the <i>Contractor</i> shall promptly assign each of such contracts or written agreements to perform any portion of the <i>Work</i> to the <i>Owner</i>. The assignment shall only be effective after the termination of the <i>Contract</i> by the <i>Owner</i> and shall only be applicable for those subcontract agreements which the <i>Owner</i> accepts by providing a <i>Notice in Writing</i> to the <i>Subcontractor</i> or <i>Supplier</i>, as applicable, and <i>Contractor</i>. The assignment is subject to the prior rights of the surety, if any.</p> <p>3.6.10 In each of the <i>Contractor's</i> subcontracts with <i>Subcontractors</i> or <i>Suppliers</i> to perform a portion of the <i>Work</i>, the <i>Contractor</i> shall include a term in the subcontract stating that the <i>Subcontractor</i> agrees to an assignment of its subcontract by the <i>Contractor</i> to the <i>Owner</i>. The term in the subcontract shall not be enforceable until the proper termination of the <i>Contract</i> by the <i>Owner</i>.</p> <p>3.6.11 The <i>Contractor</i> shall provide the <i>Owner</i> with:</p> <ol style="list-style-type: none"> <li>.1 a copy of any written notices of <i>Adjudication</i> the <i>Contractor</i> receives;</li> <li>.2 notice of the date on which the adjudicator relating to such <i>Adjudication</i> receives documents under section 13.11 of the <i>Construction Act</i>; and</li> <li>.3 the adjudicator's determination of the <i>Adjudication</i> under section 13.13 of the <i>Construction Act</i>.</li> </ol> <p>The <i>Contractor</i> shall ensure its contracts with <i>Subcontractors</i> and <i>Suppliers</i> and the contracts with sub-subcontractors (of every tier) contain equivalent obligations to this GC 3.6.11 and the <i>Contractor</i> shall forthwith upon receipt provide to the <i>Owner</i> any notices of <i>Adjudication</i> and related information it receives. The <i>Contractor</i> shall be liable to and indemnify the <i>Owner</i> for any losses, damages, costs, claims and proceedings the <i>Owner</i> incurs, suffers or receives as a result of the <i>Contractor's</i> failure to comply with its obligations under this GC 3.6.11."</p>
--	--	---

**SC19 GC 3.7 LABOUR AND PRODUCTS**

SC19.1	3.7.1	<p><u>Add</u> the words, "..., agents, <i>Subcontractors</i> and <i>Suppliers</i> " after the "employees" toward the end of line one in paragraph 3.7.1.</p> <p>-and-</p> <p><u>Add</u> the following to the end of paragraph 3.7.1:</p>
--------	-------	--

		<p>"Without in any way limiting the generality of the foregoing, the <i>Contractor</i> shall prepare and implement the job site rules more particularly described in the tender documents. If no job site rules are described in the tender documents, the <i>Contractor</i> shall draft job site rules for the review and approval of the <i>Owner</i>. Any such job site rules prepared by the <i>Contractor</i> shall be consistent with the <i>Contractors</i> duties and obligations under the OHSA and shall also include provisions making smoking and the consumption of alcohol, cannabis products, or non-prescription drugs on the <i>Project</i> site the subject of discipline proceedings and/or termination of employment.</p>
SC19.2	3.7.2	<p><u>Add</u> the following sentence to the end of paragraph 3.7.2:</p> <p>The <i>Contractor</i> represents and warrants that the <i>Products</i> provided for in accordance with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the <i>Products</i> to seizure and/or removal from the <i>Place of the Work</i>.</p>
SC19.3	3.7.3	<p><u>Delete</u> paragraph 3.7.3 and <u>replace</u> it with the following:</p> <p><i>Products</i> provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (also known as TSSA) and all governmental authorities having jurisdiction at the <i>Place of the Work</i>, unless otherwise specified. <i>Products</i> which are not specified shall be of a quality consistent with those specified and their use acceptable to the <i>Consultant</i>. <i>Products</i> brought on to the <i>Place of the Work</i> by the <i>Contractor</i> shall be deemed to be the property of the <i>Owner</i>, but the <i>Owner</i> shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said Product shall be at the sole risk of the <i>Contractor</i>.</p>
SC19.4	3.7.4 to 3.7.7	<p><u>Add</u> new paragraphs 3.7.4, 3.7.5, 3.7.6, and 3.7.7 as follows:</p> <p>3.7.4 Upon receipt of a written notice from the <i>Consultant</i>, the <i>Contractor</i> shall dismiss from the <i>Place of the Work</i> tradesmen and labourers whose <i>Work</i> is unsatisfactory to the <i>Consultant</i> or who are considered by the <i>Consultant</i> to be unskilled or otherwise objectionable.</p> <p>3.7.5 The <i>Contractor</i> shall not employ any persons on the <i>Work</i> whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the <i>Work</i>. Any costs arising from <i>Labour Disputes</i>, as a result of the employ of any such person by the <i>Contractor</i>, it's <i>Subcontractor</i> or <i>Suppliers</i> shall be the sole expense of the <i>Contractor</i>.</p> <p>3.7.6 The <i>Contractor</i> shall comply with the <i>General Labour Conditions</i> and shall also</p>



		<p>cooperate with the <i>Owner</i> and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the <i>Work</i> at the <i>Place of the Work</i>, including cooperation to attempt to avoid <i>Work</i> stoppages, trade union jurisdictional disputes and other <i>Labour Disputes</i>.</p> <p>3.7.7 The <i>Contractor</i> is responsible for the safe storage of <i>Products</i> and their protection (including <i>Products</i> supplied by the <i>Owner</i> and other contractors to be installed under the <i>Contract</i>) in such ways as to avoid dangerous conditions or contamination to the <i>Products</i> or other persons or property and in locations satisfactory to the <i>Owner</i> and the <i>Consultant</i>. The <i>Owner</i> shall provide all relevant information on the <i>Products</i> to be supplied by the <i>Owner</i>.</p>
--	--	--

**SC20 GC 3.8 SHOP DRAWINGS**

SC20.1	3.8.2	<p><u>Add</u> the following to the end of the sentence in paragraph 3.8.2:</p> <p>Within 5 days of the pre-construction meeting, the <i>Contractor</i> shall and submit prepare a <i>Shop Drawings</i> and <i>Submittals</i> schedule for review and acceptance by the <i>Owner</i> and the <i>Consultant</i>. The draft <i>Shop Drawings</i> and <i>Submittals</i> schedule shall clearly indicate the timing for submission, review, return, and resubmission (if required) of <i>Shop Drawings</i> and <i>Submittals</i>. In preparing the <i>Shop Drawings</i> and <i>Submittals</i> schedule, the <i>Contractor</i> shall comply with the requirements for <i>Shop Drawings</i> submissions stated in Division 01 of the <i>Specifications</i>. Where no schedule for the submission, review, return, and resubmission (if required) of <i>Shop Drawings</i> and <i>Submittals</i> has been agreed upon between the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i>, the <i>Contractor</i> is estopped from alleging a claim for an extension of <i>Contract Time</i> or an increase to the <i>Contract Price</i> due to a delay by the <i>Owner</i> or the <i>Consultant</i> in reviewing or returning <i>Shop Drawings</i> or <i>Submittals</i>.</p>
SC20.2	3.8.7	<p><u>Delete</u> paragraph 3.8.7 and <u>replace</u> it with the following:</p> <p>The <i>Consultant</i> will review and return <i>Shop Drawings</i> and <i>Submittals</i> in accordance with the schedule agreed upon in GC 3.8.2, or, in the absence of such schedule, within 10 <i>Working Days</i>' receipt of a <i>Shop Drawing</i> or <i>Submittal</i>. If, for any reason, the <i>Consultant</i> cannot process them within the agreed-upon schedule or within the prescribed time under this GC 3.8.7, the <i>Consultant</i> shall notify the <i>Contractor</i> and they shall meet to review and arrive at a revised schedule for processing such <i>Shop Drawings</i> and <i>Submittals</i> acceptable to the <i>Owner</i>. The <i>Contractor</i> shall update the <i>Shop Drawings</i> and <i>Submittals</i> schedule to correspond to changes in the <i>Construction Schedule</i>. Changes in the <i>Contract Price</i> or <i>Contract Time</i> may be made only as otherwise provided in the <i>Contract</i>.</p>
SC20.3	3.8.8 to 3.8.17	<p><u>Add</u> new paragraphs 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12, and 3.8.13 as follows:</p>

		<p>3.8.8 The <i>Contractor</i> shall provide <i>Shop Drawings</i> and <i>Submittals</i> in the form specified, or if not specified, as directed by the <i>Consultant</i>. <i>Shop Drawings</i> provided by the <i>Contractor</i> to the <i>Consultant</i> shall indicate by stamp, date and signature of the person responsible for the review that the <i>Contractor</i> has reviewed each one of them.</p> <p>3.8.9 <i>Shop Drawings</i> which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the <i>Contractor</i> for the authority's approval.</p> <p>3.8.10 The <i>Contractor</i> shall provide revised <i>Shop Drawings</i> to correct those which the <i>Consultant</i> rejects as inconsistent with the <i>Contract Documents</i>, unless otherwise directed by the <i>Consultant</i>. The <i>Contractor</i> shall notify the <i>Consultant</i> in writing of any revisions to the <i>Shop Drawings</i> other than those requested by the <i>Consultant</i></p> <p>3.8.11 Reviewed <i>Shop Drawings</i> shall not authorize a change in the <i>Contract Price</i> and/or the <i>Contract Time</i>.</p> <p>3.8.12 The <i>Contractor</i> shall not use the term "by others" on <i>Shop Drawings</i> or other <i>Submittals</i>. The related trade, Subcontractor or Supplier shall be stated.</p> <p>3.8.13 Certain <i>Specifications</i> sections require the <i>Shop Drawings</i> to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the <i>Place of the Work</i> and shall have expertise in the area of practice reflected in the <i>Shop Drawings</i>.</p>
--	--	---

**SC21 GC 3.9 USE OF THE WORK**

SC21.1		<p><u>Add</u> new GC 3.9 – USE OF THE WORK as follows:</p> <p><b>GC 3.9 USE OF THE WORK</b></p> <p>3.9.1 The <i>Contractor</i> shall confine <i>Construction Equipment</i>, <i>Temporary Work</i>, storage of <i>Products</i>, waste products and debris, and operations of employees and <i>Subcontractors</i> to limits indicated by laws, ordinances, permits, or the <i>Contract Documents</i> and shall not unreasonably encumber the <i>Place of the Work</i>.</p> <p>3.9.2 The <i>Contractor</i> shall not load or permit to be loaded any part of the <i>Work</i> with a weight or force that will endanger the safety of the <i>Work</i>.</p>
--------	--	--

**SC22 GC 3.10 CUTTING AND REMEDIAL WORK**

SC22.1		<p><u>Add</u> new GC 3.10 – CUTTING AND REMEDIAL WORK as follows:</p> <p><b>GC 3.10 CUTTING AND REMEDIAL WORK</b></p>
--------	--	---

		<p>3.10.1 The <i>Contractor</i> shall perform the cutting and remedial work required to make the affected parts of the <i>Work</i> come together properly. Such cutting and remedial work shall be performed by specialists familiar with the <i>Products</i> affected and shall be performed in a manner to neither damage nor endanger the <i>Work</i>.</p> <p>3.10.2 The <i>Contractor</i> shall coordinate the <i>Work</i> to ensure all cutting and remedial work required is kept to a minimum.</p>
--	--	---

**SC23 GC 3.11 CLEANUP**

<p>SC23.1</p>		<p><u>Add</u> new GC 3.11 – CLEANUP as follows:</p> <p><b>GC 3.11 CLEANUP</b></p> <p>3.11.1 The <i>Contractor</i> shall maintain the <i>Work</i> in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the <i>Owner</i> or <i>Other Contractors</i> or their employers.</p> <p>3.11.2 Before applying for <i>Substantial Performance of the Work</i> as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, the <i>Contractor</i> shall remove waste products and debris and shall leave the <i>Place of the Work</i> clean and suitable for use or <i>Occupancy</i> by the <i>Owner</i>. All products, tools, <i>Construction Equipment</i> and <i>Temporary Work</i> not required for the performance of any remaining <i>Work</i> shall be removed by the <i>Contractor</i>.</p> <p>3.11.3 As a condition precedent to final payment in accordance with GC 5.5 – FINAL PAYMENT, the <i>Contractor</i> shall remove any remaining products, tools, <i>Construction Equipment</i>, <i>Temporary Work</i>, waste products and debris from the <i>Place of the Work</i>, to the satisfaction of the <i>Owner</i>.</p> <p>3.11.4 Cleanup during construction and the final cleaning of the <i>Place of the Work</i> is further specified in Division 01 of the <i>Specifications</i>.</p> <p>3.11.5 In the event that the <i>Contractor</i> fails to remove waste and debris as provided in this GC 3.11, then the <i>Owner</i> or the <i>Consultant</i>, may give the <i>Contractor</i> twenty-four (24) hours' written notice to meet its obligations respecting clean up. Should the <i>Contractor</i> fail to meet its obligations pursuant to this GC 3.11 within the twenty-four (24) hour period next following delivery of the notice, the <i>Owner</i> may remove such waste and debris and deduct from payments otherwise due to the <i>Contractor</i>, the <i>Owner's</i> costs for such clean up, including a reasonable markup for administration.</p>
---------------	--	---

**SC24 GC 3.12 CONTRACTOR STANDARD OF CARE**

SC24.1		<p><u>Add</u> new GC 3.12 – CONTRACTOR STANDARD OF CARE as follows:</p> <p><b>GC 3.12 CONTRACTOR STANDARD OF CARE</b></p> <p>3.12.1 In performing this <i>Contract</i>, the <i>Contractor</i> shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects in a first class and expeditious manner. The <i>Contractor</i> acknowledges and agrees that, throughout this <i>Contract</i>, the <i>Contractor's</i> obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The <i>Contractor</i> shall exercise the same standard of care in respect of any <i>Products</i>, personnel or procedures which it may recommend to the <i>Owner</i> or employ on the <i>Project</i>.</p> <p>3.12.2 The <i>Contractor</i> further represents, covenants and warrants to the <i>Owner</i> that:</p> <ul style="list-style-type: none"><li>.1 the personnel it assigns to the <i>Project</i> are appropriately experienced;</li><li>.2 the <i>Contractor</i>, its <i>Subcontractors</i>, and <i>Suppliers</i> have sufficient staff of qualified and competent personnel to replace their respective appointed representatives, subject to the <i>Owner's</i> approval, in the event of death, incapacity, removal or resignation;</li><li>.3 the <i>Contractor</i>, its agents, employees, representatives, <i>Subcontractors</i> and <i>Suppliers</i>, have the necessary training, licenses, and certifications required or necessary to perform the <i>Work</i>; and</li><li>.4 there are no pending, threatened or anticipated claims, liabilities or contingent liabilities that would have a material effect on the financial ability of the <i>Contractor</i> to perform its work under the <i>Contract</i>.</li></ul>
--------	--	--

**SC25 GC 3.13 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS**

SC25.1		<p><u>Add</u> new GC 3.13 – CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS as follows:</p> <p><b>GC 3.13 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS</b></p>
--------	--	---

		<p>3.13.1 With the prior written approval of the Owner, the <i>Contractor</i> may make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the <i>Work</i> for the purpose of providing heat or power to the <i>Project</i> during the final stages of construction. In such event, and before the issuance of the certificate of <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall clean and make good, to the satisfaction of the <i>Consultant</i>, such systems and equipment as it had been permitted to use. The <i>Contractor</i> shall pay any and all costs associated with such use, cleaning and making good.</p> <p>3.13.2 Where the <i>Owner</i> has provided its consent under GC 3.13.1, or where the <i>Project</i> has obtained full or partial <i>Occupancy</i> prior to <i>Ready-for-Takeover</i>, the warranty for such mechanical or electrical systems, or equipment, shall continue to provide for its commencement at <i>Ready-for-Takeover</i>. Prior to its use, and as a condition precedent to the <i>Owner</i> providing its consent under GC 3.13.1, the <i>Contractor</i> shall obtain, from the <i>Subcontractor</i>, the manufacturer or the <i>Supplier</i> of the systems or equipment to be used, a confirmation from such <i>Subcontractor</i>, manufacturer or <i>Supplier</i> that the warranty on such systems or equipment begins on the date of <i>Ready-for-Takeover</i> and is not impaired in scope or reduced in time by virtue of the <i>Contractor's</i> use of such systems or equipment. Should the <i>Contractor</i> fail to obtain such written confirmation from the <i>Subcontractor</i>, the manufacturer or <i>Supplier</i>, the <i>Contractor</i> shall be responsible for the cost of purchasing an extended warranty to bridge the time period from commencement of the use of the system(s) and/or equipment to <i>Ready-for-Takeover</i>. If the <i>Contractor</i> fails to obtain an extended warranty, then the <i>Owner</i> may obtain an extended warranty and charge back the cost to the <i>Contractor</i>.</p>
--	--	---

**SC26 GC 3.14 ENVIRONMENTAL PROGRAMS**

SC26.1		<p><u>Add</u> new GC 3.14 as follows:</p> <p><b>GC 3.14 ENVIRONMENTAL PROGRAMS</b></p> <p>3.14.1 In carrying out the <i>Work</i> under this <i>Contract</i>, the <i>Contractor</i> shall comply with all the requirements of the <i>Environmental Programs</i>.</p>
--------	--	---

**SC27 GC 3.15 PERMIT MANAGEMENT**

SC27.1		<p><u>Add</u> new GC 3.15 – PERMIT MANAGEMENT as follows:</p> <p><b>GC 3.15 PERMIT MANAGEMENT</b></p> <p>3.15.1 The <i>Owner</i> or the <i>Consultant</i> shall e-mail the building permit file or files to the <i>Contractor</i>, and the <i>Contractor</i> shall be solely responsible for, and shall bear the</p>
--------	--	--

		<p>entire cost of, the prompt printing and distribution of sufficient copies of the building permit(s) to allow for the performance of the <i>Work</i> in accordance with the <i>Contract</i>.</p> <p>3.15.2 When requested by the <i>Consultant</i> or the <i>Owner</i>, the <i>Contractor</i> shall compile and organize all documentation required to attain <i>Occupancy</i> and submit an electronic copy of such documentation to the <i>Consultant</i>. The <i>Consultant</i> shall review the documentation submitted by the <i>Contractor</i> for the purposes of the <i>Consultant</i> preparing a compliance letter for obtaining <i>Occupancy</i>. The <i>Contractor</i> shall provide any outstanding documentation within 5 <i>Working Days</i> of the <i>Consultant</i> advising the <i>Contractor</i> of any missing documentation.</p>
--	--	---

**SC28 GC 3.16 EXCESS SOIL MANAGEMENT**

SC28.1		<p><u>Add</u> new GC 3.16 – EXCESS SOIL MANAGEMENT as follows:</p> <p><b>GC 3.16 EXCESS SOIL MANAGEMENT</b></p> <p>3.16.1 The <i>Contractor</i> shall be solely responsible for the proper management of all <i>Excess Soil</i> at the <i>Place of the Work</i> and for performance of the <i>Work</i> in compliance with the rules, regulations and practices required by the <i>Excess Soil Regulation</i> until such time as <i>Ready-for-Takeover</i> is achieved. Without restricting the generality of the previous sentence, the <i>Contractor's</i> responsibility under this GC 3.16 includes the designation, transportation, tracking, temporary and/or final placement, record keeping, and reporting of all <i>Excess Soil</i> in connection with the <i>Work</i> all in compliance with the <i>Excess Soil Regulation</i>.</p> <p>3.16.2 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, their agents, officers, directors, administrators, governors, employees, consultants, successors and assigns from and against the consequences of any and all infractions committed by the <i>Contractor</i>, or those for whom it is responsible at law, under the <i>Excess Soil Regulation</i>, or any environmental protection legislation, including the payment of legal fees and disbursements on a substantial indemnity basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance.</p>
--------	--	--

**SC29 GC 4.1 CASH ALLOWANCES**

SC29.1	4.1.3	<p><u>Delete</u> the period at the end of the sentence in paragraph 4.1.3 and <u>replace</u> it with the following:</p> <p>“by either a <i>Supplemental Instruction</i> or (if applicable) a fully executed cash allowance disbursement authorization.”</p>
--------	-------	---

**SC30 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

SC30.1		<p><u>Delete</u> GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety and <u>replace</u> it with “[Intentionally left blank]”.</p> <p>-and-</p> <p><u>Delete</u> all additional references throughout the <i>Contract</i> to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER.</p>
--------	--	---

**SC31 GC 5.2 APPLICATIONS FOR PAYMENT**

SC31.1	5.2.1	<p><u>Delete</u> paragraph 5.2.1 and <u>replace</u> it with the following:</p> <p>5.2.1 On a <i>Working Day</i> that is not more than 10 calendar days prior to the end of each <i>Payment Period</i>, a representative of the <i>Contractor</i>, <i>Owner</i>, and the <i>Consultant</i> shall attend a meeting to discuss and review the <i>Work</i> completed during the <i>Payment Period</i>, including quantities, if applicable (the “<b>Pre-Invoice Submission Meeting</b>”). The <i>Contractor</i> shall bring with it to the <i>Pre-Invoice Submission Meeting</i> the following:</p> <ul style="list-style-type: none"> <li>.1 a draft of its anticipated application for payment for the applicable <i>Payment Period</i>;</li> <li>.2 the schedule of values submitted in accordance with GC 5.2.4, and approved by the <i>Consultant</i> in accordance with GC 5.2.5;</li> <li>.3 <i>Subcontractor</i> and <i>Supplier</i> invoices and supporting materials;</li> <li>.4 receipts for reimbursable expenses (where expressly permitted by the <i>Contract</i>, if at all);</li> <li>.5 accounts and records documenting the cost of performing the <i>Work</i> attributable to any <i>Change Order</i> or <i>Change Directive</i>;</li> <li>.6 any visual documentation (photos, videos, diagrams) evidencing the progress of the <i>Work</i>; and</li> <li>.7 any other documents reasonably required by the <i>Contract Documents</i>, the <i>Owner</i> or <i>Consultant</i>.</li> </ul>
SC31.2	5.2.2	<p><u>Delete</u> paragraph 5.2.2 and <u>replace</u> it with the following:</p> <p>5.2.2 Within 5 calendar days following the <i>Pre-Invoice Submission Meeting</i>, the <i>Contractor</i> shall deliver to the <i>Owner</i>, with a copy to the <i>Consultant</i>, its application for payment that complies with the requirements of GC 5.2.6 for <i>Work</i> performed during a <i>Payment Period</i> (the “<b>Proper Invoice Submission Date</b>”), provided that if the fifth (5th) calendar day following the <i>Pre-Invoice Submission</i></p>

		<p><i>Meeting</i> falls on a calendar day that is not <i>Working Day</i>, the <i>Proper Invoice Submission Date</i> shall be deemed to fall on the next <i>Working Day</i>. However, the following shall apply to the delivery of all <i>Contractor</i> applications for payment:</p> <p><u>.1 If the <i>Contractor</i> fails to deliver its application for payment, at the interval prescribed in GC 5.2.2, subject to written approval by the <i>Owner</i>, the <i>Contractor</i> shall not be entitled to submit its application for payment until the next prescribed interval. Should the <i>Owner</i> decide to accept an application for payment submitted after the applicable <i>Proper Invoice Submission Date</i> (which the <i>Owner</i> is under no obligation to do), such acceptance shall not be construed as a waiver of any of the <i>Owner's</i> rights, or as a waiver or release of the <i>Contractor's</i> obligations to strictly comply with the requirements prescribed in this GC 5.2 – APPLICATIONS FOR PAYMENT;</u></p> <p><u>.2 If an application for payment is delivered by the <i>Contractor</i> to the <i>Owner</i> on a day that is prior to an eligible <i>Proper Invoice Submission Date</i>, the application for payment will not be considered or reviewed by the <i>Owner</i> or the <i>Consultant</i> until the earliest eligible <i>Proper Invoice Submission Date</i> as identified in GC 5.2.2, at which point the application for payment will be deemed to have been received by the <i>Owner</i> and the <i>Consultant</i> for the purpose of review and evaluation;</u></p> <p><u>.3 Notwithstanding any other provision of this <i>Contract</i>, the <i>Contractor</i> shall not deliver an application for payment for consideration as a <i>Proper Invoice</i> by the <i>Owner</i>, during the <i>Restricted Period</i>;</u></p> <p><u>.4 The <i>Owner</i> and the <i>Contractor</i> hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of this GC 5.2 – APPLICATIONS FOR PAYMENTS.</u></p>
SC31.3	5.2.3	<p><u>Add</u> the words “and incorporated into the <i>Work</i>” after “<i>Products</i> delivered to the <i>Place of the Work</i>” in paragraph 5.2.3.</p> <p>-and-</p> <p><u>Add</u> the following to the end of paragraph 5.2.3:</p> <p>For certainty, the amount claimed shall not include any amount for:</p> <p>.1 deposits, down payments, or any other form of advance payments, paid (or to be paid) by the <i>Contractor</i>, <i>Subcontractors</i> or <i>Suppliers</i> for <i>Products</i>; and</p> <p>.2 <i>Products</i> delivered to the <i>Place of the Work</i> unless the <i>Products</i> are free and clear of all security interest, liens, and other claims of third parties and the <i>Products</i> have been incorporated into the <i>Work</i>.</p>
SC31.4	5.2.4	<p><u>Delete</u> the words “the <i>Consultant</i>, at least 15 calendar days” in paragraph 5.2.4 and <u>replace</u> them with “the <i>Owner</i> and the <i>Consultant</i>, at least 30 calendar days”.</p> <p>-and-</p>



		<p><u>Add</u> the following to the end of paragraph 5.2.4:</p> <p>Such statement of values shall include a line item for the <i>Contractor's</i> allocation for "general conditions" and as subsections of "general conditions" the <i>Contractor</i> shall identify:</p> <ul style="list-style-type: none"> <li>.1 <u>its allocation for the preparation and approval by the Owner of the Baseline Schedule required by GC3.4, which</u> shall be calculated as follows: <ul style="list-style-type: none"> <li>.1 where the <i>Contract Price</i> is \$2,000,000 or less, the lesser of \$10,000 or 5% of the total amount allocated by the <i>Contractor</i> to general conditions;</li> <li>.2 where the <i>Contract Price</i> is greater than \$2,000,000, the sum of \$20,000;</li> </ul> </li> <li>.2 its allocation for the delivery of complete record <i>As-Built Drawings</i> required by GC 5.4.4.2, which shall be in the amount of 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000).</li> </ul>
SC31.5	5.2.5	<p>In paragraph 5.2.5 <u>add</u> the words "or the <i>Owner</i>" after the word "<i>Consultant</i>".</p> <p>-and-</p> <p>In the second line of paragraph 5.2.5, <u>delete</u> the word "<i>Consultant</i>" and <u>replace</u> it with "<i>Owner</i>".</p>
SC31.6	5.2.6	<p><u>Delete</u> paragraph 5.2.6 and <u>replace</u> it with the following:</p> <p>5.2.6 Each application for payment submitted pursuant to GC 5.2.2 shall:</p> <ul style="list-style-type: none"> <li>.1 <u>be in a form prescribed, or otherwise approved in writing, by the Owner;</u></li> <li>.2 <u>include all of the requirements for a Proper Invoice prescribed by the Construction Act and this Contract;</u></li> <li>.3 <u>be delivered to the Owner and to the Consultant in the same manner as a Notice in Writing; and</u></li> <li>.4 <u>unless otherwise directed in writing by the Owner, be delivered to the Owner's representative listed in Article A-6.</u></li> </ul>
SC31.7	5.2.8	<p><u>Delete</u> paragraph 5.2.8 and replace it with the following:</p> <p>Any <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i> shall remain at the risk of the <i>Contractor</i> notwithstanding the title has passed to the <i>Owner</i> pursuant to GC 14.3 OWNERSHIP OF MATERIALS.</p>

SC31.8	5.2.9	<p><u>Add a new paragraph 5.2.9 as follows:</u></p> <p>5.2.9 <u>Upon receipt of an application for payment submitted for payment by the Contractor in accordance with GC 5.2 - APPLICATIONS FOR PAYMENT, the Owner and the Consultant will assess whether all of the requirements for a Proper Invoice are satisfied and, if the application for payment does not meet the requirements, the Owner or the Consultant, as applicable, will return the application for payment to the Contractor with reasons setting out why the application for payment does not meet the requirements for a Proper Invoice and the Contractor may resubmit the application for payment with all required information within three (3) Working Days of the Contractor's receipt of the Owner's or Consultant's reasons. For clarity,</u></p> <p><u>.1 if an application for payment does not include all of the requirements for a Proper Invoice required by GC 5.2.6.2, it shall not be considered a "Proper Invoice" for the purposes of the Construction Act and the Owner shall have no obligation to make a payment and the time periods set out in GC 5.3 - PAYMENTS and in Section 6.4 of the Construction Act shall not apply until the Contractor has submitted an application for payment that includes all information required by GC 5.2.6.2;</u></p> <p><u>.2 if the Contractor fails, refuses, or neglects to resubmits its application for payment within three (3) Working Days after it is returned in accordance with this GC 5.2.9, the Contractor shall be deemed to have failed to deliver its application for payment and GC 5.2.2.1 shall apply;</u></p> <p><u>.3 where the Contractor disagrees with the Owner's or the Consultant's assessment that some of the of the requirements for a Proper Invoice required by GC 5.2.6.2 are missing from its application for payment, nothing in this GC 5.2.9 shall prevent the Contractor from resubmitting the same application for payment without any additional or new information; and</u></p> <p><u>.4 the Owner reserves the right, in its sole, absolute and unfettered discretion, to waive an error or minor irregularity in any application for payment delivered by the Contractor for the purposes of deeming an application for payment a "Proper Invoice" within the meaning of the Construction Act, but the Owner shall be under no obligation to exercise this right.</u></p>

**SC32 GC 5.3 PAYMENT**

SC32.1	5.3.1	<p><u>Delete</u> paragraph 5.3.1 in its entirety and <u>replace</u> it with the following:</p> <p>5.3.1 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> in accordance with GC 5.2 - APPLICATIONS FOR PAYMENT:</p> <p>.1 the <i>Consultant</i> will either:</p> <p>(a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a certificate for payment in; the amount applied for in the <i>Proper Invoice</i>, or</p> <p>(b) issue to the <i>Owner</i>, with a copy to the <i>Contractor</i>, a certificate for payment for an amount determined by the <i>Consultant</i> to be properly due to the <i>Contractor</i> after applying any credits, withheld amounts, <i>Delay Retention</i> and/or <i>Delay Damages</i> or other set-offs which the <i>Consultant</i> has determined that the <i>Owner</i> is entitled to notwithstanding any notice of dispute or disagreement that the <i>Contractor</i> may have served, along with the <i>Consultant's</i> reasons why an amount other than what is claimed in the <i>Proper Invoice</i> is properly due to the <i>Contractor</i>, which finding the <i>Owner</i> may accept or amend prior to the <i>Owner</i> issuing a <i>Notice of Non-Payment</i>, if any, in accordance with GC 5.3.2;</p> <p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i>, on account as provided in Article A-5,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.3.2,</p> <p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p>
SC32.2	5.3.2 to 5.3.5	<p><u>Add</u> new paragraphs 5.3.2, 5.3.3, 5.3.4, and 5.3.5 as follows:</p> <p>5.3.2 In the event that the application for payment delivered by the <i>Contractor</i> pursuant to GC 5.2 – APPLICATIONS FOR PAYMENT does not include the requirements for a <i>Proper Invoice</i> or if the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, then the <i>Owner</i> shall within 14 calendar days of receipt of the application for payment, issue a <i>Notice of Non-Payment</i> (Form 1.1).</p> <p>5.3.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, as specified under GC 5.3.2, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 5 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties with the assistance of the <i>Consultant</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either</p>

		<p>party may commence an <i>Adjudication</i> in accordance with the procedures set out in the <i>Construction Act</i>. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.3.1.2.</p> <p>5.3.4 <u>Provided that the <i>Owner</i> complies with its obligations under the <i>Construction Act</i>, and subject to any interim determination of an adjudicator in accordance with any <i>Adjudication</i> and, where applicable, a final determination made in accordance with the dispute resolution processes prescribed by this <i>Contract</i>, the <i>Owner</i> shall be entitled to claim in a <i>Notice of Non-Payment</i> a right to deduct from or, set off against, any payment of the <i>Contract Price</i>:</u></p> <p>.1 any amount expended by the <i>Owner</i> in exercising the <i>Owner's</i> rights under this <i>Contract</i> to perform any of the <i>Contractor's</i> obligations that the <i>Contractor</i> has failed to perform;</p> <p>.2 any damages, costs or expenses (including, without limitation, <i>Administrative Costs</i>, <i>Delay Retention</i>, <i>Delay Damages</i>, and reasonable legal fees and expenses) incurred by the <i>Owner</i> as a result of the failure of the <i>Contractor</i> to perform any of its obligations under the <i>Contract</i> or under the <i>Construction Act</i>;</p> <p>.3 any other amount owing from the <i>Contractor</i> to the <i>Owner</i> under this <i>Contract</i>.</p> <p>5.3.5 The <i>Contractor</i> represents, warrants, and covenants to the <i>Owner</i> that it is familiar with its prompt payment and trust obligations under <i>the Construction Act</i> and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under <i>the Construction Act</i> including, without limitation, section 8.1 of <i>the Construction Act</i>. Evidence of the <i>Contractor's</i> compliance under this GC 5.3.5 will be made available to the <i>Owner</i> within 5 <i>Working Days</i> following receipt by the <i>Contractor</i> of a <i>Notice in Writing</i> making such request.</p>
--	--	---

**SC33 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

<p>SC33.1</p>		<p><u>Delete</u> GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK in its entirety and <u>replace</u> it with the following:</p> <p><b>GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK</b></p> <p>5.4.1 When the <i>Contractor</i> considers that <i>Substantial Performance of the Work</i> has been achieved, the <i>Contractor</i> shall prepare and submit to the <i>Consultant</i> and the <i>Owner</i> a comprehensive list of items to be completed or corrected and apply for a review by the <i>Consultant</i> and the <i>Owner</i> to establish <i>Substantial Performance of the Work</i>. Failure to include an item on the list does not alter the responsibility of the <i>Contractor</i> to complete the <i>Contract</i>.”</p> <p>5.4.2 No later than ten (10) calendar days after receipt of the <i>Contractor's</i> list and application, the <i>Consultant</i> will complete a review of the <i>Project</i> to verify the</p>
---------------	--	---

		<p>validity of the application. No later than seven (7) calendar days after completing the review, the <i>Consultant</i> will notify the <i>Contractor</i> whether the <i>Project</i> has attained <i>Substantial Performance of the Work</i> and fix the date of <i>Substantial Performance of the Work</i> in a certificate which shall meet the requirements of the <i>Construction Act</i> for a 'certificate of substantial performance'.</p> <p>5.4.3 Within seven (7) calendar days of receiving a signed copy of the certificate of substantial performance (as described in GC 5.4.2), the <i>Contractor</i> shall publish a copy of such certificate in the Daily Commercial News and deliver suitable evidence of such publication to the <i>Consultant</i> and the <i>Owner</i>. If the <i>Contractor</i> fails to publish the certificate and deliver evidence of same to the <i>Owner</i> and the <i>Consultant</i>, the <i>Owner</i> may publish the certificate and back-charge the <i>Contractor</i> its reasonable costs for doing so.</p> <p>5.4.4 The <i>Contractor</i> acknowledges that the <i>Submittals</i> described in this GC 5.4.4 are critical to the <i>Owner's</i> use, <i>Occupancy</i> and maintenance of the <i>Project</i> and agrees to deliver such <i>Submittals</i> to the <i>Owner</i> within thirty (30) days of the issuance of the certificate of <i>Substantial Performance of the Work</i>:</p> <ol style="list-style-type: none"><li>.1 submit to the <i>Consultant</i>, with its application for payment, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, <i>Shop Drawings</i>, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other materials or documentation required by the <i>Contract</i>, except for <i>As-Built Drawings</i>;</li><li>.2 with respect to <i>As-Built Drawings</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i>:<ol style="list-style-type: none"><li>(a) full and complete <i>As-Built Drawings</i> in an electronic format acceptable to the <i>Consultant</i>, <u>as described in the Joint Best Practice Statement – As-Built and Record Drawing issued jointly by the Ontario Association of Architects and the Ontario General Contractors Association on October 21, 2010; and</u></li><li>(b) <u>where specified as a requirement in the <i>Contract Documents</i></u>, full and complete as-built building information model (BIM) in IFC and RVT formats. The <i>Contractor</i> shall update the as-designed models to reflect all the site revisions due to change notices, site instructions and addenda. Laser scan or 360 video verification shall also be provided to validate the as-built condition. The verification shall be conducted prior to services being enclosed by walls, ceilings, or flooring. The as-built model shall incorporate all the built elements including but not limited to architectural, structural, mechanical, plumbing, electrical, lighting, civil, fire protection, IT and communications, vertical transportation, audio-visual, security and landscape;</li></ol></li></ol> <p>If the <i>Submittals</i> are not delivered in the required form or within the timeframe as set out in this GC 5.4.4, the <i>Owner</i> shall be at liberty to set-off from amounts otherwise payable to the <i>Contractor</i> an amount which is equal to 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000), until such time as the <i>Contractor</i> complies with its obligation to deliver full and complete record or <i>As-Built Drawings</i>, as required by the <i>Contract Documents</i>.</p>
--	--	--

		<p>Should the <i>Contractor</i> fail to deliver the record or <i>As-Built Drawings</i> and the as-built BIM model within such thirty (30) day period, the <i>Owner</i> shall provide notice of its set-off in accordance with the <i>Construction Act</i>, and be at liberty to apply such set-off funds to retain and pay a third party to prepare the <i>As-Built Drawings</i> and/or as-built BIM model.</p> <p>5.4.5 <u>After publication of the certificate of the <i>Substantial Performance of the Work</i>, the <i>Contractor</i> may submit an application for payment of the <i>Construction Act</i> holdback amount, which application for payment shall:</u></p> <p><u>.1 include all of the requirements listed in EXHIBIT "1" - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE, as applicable to the application for payment of the holdback amount; and</u></p> <p><u>.2 include a statement that the <i>Contractor</i> has not received any written notices of lien or any claims for liens from any <i>Subcontractor</i> or</u></p> <p><u>After the receipt of a complete application for payment of the <i>Construction Act</i> holdback amount from the <i>Contractor</i>, the <i>Consultant</i> will issue a certificate for payment of the holdback amount, provided that such amount is subject to and will only become due and payable in accordance with this GC 5.4.5 and the <i>Construction Act</i>. Should the <i>Contractor</i> fail to provide any of the documents required as part of its application for payment of the <i>Construction Act</i> holdback amount, the <i>Owner</i> shall be entitled to publish a <i>Notice of Non-Payment of holdback</i> in accordance with GC 5.4.6.3 below, and to set-off from amounts otherwise payable to the <i>Contractor</i> an amount which is equal to 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000), until such time as the <i>Contractor</i> complies with its obligation under this GC 5.4.5.</u></p> <p>5.4.6 The <i>Construction Act</i> holdback amount shall become due and payable the day immediately following the expiration of the holdback period prescribed by the <i>Construction Act</i>, subject to the occurrence of any of the following:</p> <p><u>.1 the preservation of a lien in respect of the <i>Project</i> that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>.</u></p> <p><u>.2 receipt by the <i>Owner</i> of a written notice of lien that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>, or</u></p> <p><u>.3 prior to the expiry of 40 calendar days following the publication of the certificate of <i>Substantial Performance of the Work</i>, the <i>Owner</i> publishes a <i>Notice of Non-Payment</i> of holdback in accordance with the <i>Construction Act</i>, setting out the amount of holdback that will not be paid, which may include <u>non-payment</u> to secure the correction of deficiencies and/or the completion of the <i>Work</i>.</u></p> <p>5.4.7 For release of <i>Construction Act</i> holdback on subcontract work which is 100% complete prior to the release of holdback contemplated under GC 5.4.5, the <i>Contractor</i> may make application to the <i>Owner</i> and the <i>Consultant</i> by written request for a review by the <i>Consultant</i> to determine the date of completion of the subcontract and shall submit such supporting material as the <i>Consultant</i> may in its discretion require, including:</p>
--	--	--

		<p>.1 Description of the scope of <i>Work</i> included in the subcontract.</p> <p>.2 Declaration of Last Supply by the <i>Subcontractor</i> as prescribed in subsection 31(5) of the <i>Construction Act</i> (Form 7).</p> <p>.3 Certificate of Completion of Subcontract as prescribed in subsection 33(1) of the <i>Construction Act</i> (Form 10).</p> <p>.4 Workplace Safety &amp; Insurance Board clearance certificate for the <i>Contractor</i>, the <i>Subcontractor</i> concerned, and any other <i>Subcontractors</i> and <i>Suppliers</i> who have provided any services to the <i>Subcontractor</i>.</p> <p>.5 Statutory declaration by an officer of the <i>Subcontractor</i> in the form CCDC Document 9B - 2001.</p> <p>.6 <i>Contractor's</i> written acknowledgement to the <i>Owner</i> that the requirements of the <i>Contract Documents</i> will not be altered by early release of the <i>Construction Act</i> holdback of the completed subcontracts.</p> <p>.7 Confirmation by the bonding company that it has been notified of the intent to claim early release of holdback and does not object.</p> <p>.8 sufficient evidence to the <i>Owner's</i> reasonable satisfaction that, as of the date of the <i>Contractor's</i> application, no claims for lien have been preserved against the <i>Place of the Work</i> that have not been vacated by the posting of security, discharged, or otherwise addressed in accordance with GC 14.7 – CONSTRUCTION LIENS.</p>
--	--	--

**SC34 GC 5.5 FINAL PAYMENT**

SC34.1	5.5.1	<p><u>Delete</u> paragraph 5.5.1 and <u>replace</u> it with the following:</p> <p>5.5.1 <u>When <i>Ready-for-Takeover</i> has been achieved in accordance with GC 12.1 <b>READY-FOR-TAKEOVER</b>, the <i>Contractor</i> considers the <i>Work</i> is complete, and after the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i> have attended a <i>Pre-Invoice Submission Meeting</i> analogous to the requirement in GC 5.2.1, the <i>Contractor</i> may submit an application for final payment to the <i>Owner</i> and to the <i>Consultant</i>, which application for payment shall:</u></p> <p><u>.1 include all of the requirements set out in GC 5.2.6, including without limitation those requirements listed in EXHIBIT "1" - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE that are specific to an application for final payment; and</u></p> <p><u>.2 if applicable, (a) a certificate from the <i>Consultant</i> or written confirmation from the <i>Owner</i> that the deficiencies or incomplete <i>Work</i> waived by the <i>Owner</i> pursuant to GC 12.1.2 have been fully rectified as of the date of the <i>Contractor's</i> application for final payment, and/or (b) written confirmation,</u></p>
--------	-------	--

		<p><u>signed by the Owner and the Contractor, that the Contract Price has been reduced by a specified amount in exchange for the Owner releasing the Contractor of its obligation to rectify the certain outstanding deficiencies and/or incomplete Work waived by the Owner pursuant to GC 12.1.2, as detailed in such written confirmation.</u></p>
<p>SC34.2</p>	<p>5.5.2</p>	<p><u>Delete</u> paragraph 5.5.2 and <u>replace</u> it with the following:</p> <p>5.5.2 <u>After receipt by the Owner and the Consultant of an application for payment, that is a Proper Invoice, submitted by the Contractor in accordance with GC 5.5.1:</u></p> <p><u>.1</u> the Consultant will <u>either:</u></p> <p>(a) <u>issue to the Owner with a copy to the Contractor, a certificate for final payment in the amount applied for in the Proper Invoice, or</u></p> <p>(b) <u>issue to the Owner, with a copy to the Contractor, a certificate for payment for an amount determined by the Consultant to be properly due to the Contractor after applying any credits, withheld amounts, Delay Retention and/or Delay Damages or other set-offs which the Consultant has determined that the Owner is entitled to notwithstanding any notice of dispute or disagreement that the Contractor may have served, along with the Consultant's reasons why an amount other than what is claimed in the Proper Invoice is properly due to the Contractor, which finding the Owner may accept or amend prior to the Owner issuing a Notice of Non-Payment, if any, in accordance with GC 5.5.3;</u></p> <p><u>.2</u> the Owner shall make payment to the Contractor on account as provided in <u>Article A-5 PAYMENT.</u></p> <p>(a) <u>in the amount stated in the certificate for payment, or</u></p> <p>(b) <u>in the amount stated in the certificate for payment less such amount stated in the Owner's Notice of Non-Payment issued pursuant to GC 5.5.3.</u></p> <p><u>on the 28th calendar day after receipt of a Proper Invoice, unless such 28th calendar day lands on a day that is other than a Working Day, in which case payment shall be made on the next Working Day after such 28th day.</u></p>
<p>SC34.3</p>	<p>5.5.3</p>	<p><u>Delete</u> paragraph 5.5.3 in its entirety and <u>replace</u> it with the following:</p> <p>In the event that the application for <u>final</u> payment delivered by the Contractor does not include the requirements of <u>GC 5.5.1 (including the requirements for a Proper Invoice)</u> or where the Owner disputes the amount claimed as payable in the <u>Proper Invoice</u>, then the Owner shall within 14 calendar days of receipt of the application for payment, <u>issue a Notice of Non-Payment</u>. Where the Owner has delivered a <u>Notice of Non-Payment</u>, as specified under this GC <u>5.5.3</u>, the Owner and the Contractor shall first engage in good faith negotiations to resolve the dispute. If within <u>5</u> calendar days following the issuance of a</p>



		<u>Notice of Non-Payment, despite good faith efforts by both parties with the assistance of the Consultant, the Owner and the Contractor cannot resolve the dispute, either party may commence an Adjudication in accordance with the procedures set out in the Construction Act. Any portion of the Proper Invoice which is not the subject of the Notice of Non-Payment shall be payable within the time period set out in GC 5.5.2.</u>
SC34.4	5.5.4	<p><u>Delete</u> paragraph 5.5.4 in its entirety and <u>replace</u> it with the following:</p> <p>The amounts disputed and described under the <i>Notice of Non-Payment</i> shall be held by the <i>Owner</i> until all disputed portions of the <i>Proper Invoice</i> for final payment have been resolved pursuant to PART 8 – DISPUTE RESOLUTION. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC <u>5.5.1</u>.</p>

**SC35 GC 5.6 DEFERRED WORK**

SC35.1	5.6.2 and 5.6.3	<p><u>Add</u> new paragraphs 5.6.2 and 5.6.3 as follows:</p> <p>5.6.2 In the event of deficiencies or delays in the performance of the <i>Work</i> (including but not limited to the <i>Contractor's</i> failure to submit certificates, reports, diagrams, or other documentation required by the <i>Contract Documents</i>) or where the <i>Contractor</i> has failed, refused, or neglected to make timely payment to its <i>Subcontractor(s)</i> and/or <i>Supplier(s)</i> that the <i>Contractor</i> fails or refuses to address upon receiving notice of same in accordance with the requirements of the <i>Contract</i>, then the <i>Owner</i> may, without limiting the remedies available to it under this <i>Contract</i> and subject to the <i>Owner's</i> requirement to issue a <i>Notice of Non-Payment</i> under <i>the Construction Act</i>, retain and set off as against any payments that would otherwise be owing to the <i>Contractor</i>, the <i>Owner's Direct Costs</i> and <i>Administration Costs</i> to rectify such deficiencies or delays, or such amount as to protect the <i>Owner</i> from any potential liability arising from the <i>Contractor's</i> non-payment to its <i>Subcontractor(s)</i> or <i>Supplier(s)</i> as determined by the <i>Consultant</i>, <u>or if the <i>Consultant</i> is unable to provide a determination, in an amount reasonably determined by the <i>Owner</i>.</u></p> <p>5.6.3 In addition to any rights the <i>Owner</i> has pursuant to <i>the Construction Act</i> and subject to the <i>Owner's</i> requirement to issue a <i>Notice of Non-Payment</i> under <i>the Construction Act</i>, if a lien is registered or an action commenced against the <i>Owner</i>, the <i>Owner</i> shall have the right to withhold from any money otherwise due to the <i>Contractor</i>, the full amount claimed in the lien action plus an additional amount sufficient to satisfy all of the <i>Owner's</i> expenses relating to such lien action, including legal and consulting costs. These funds, less expenses incurred, shall be released to the <i>Contractor</i> upon the full discharge of all liens and dismissal of all actions against the <i>Owner</i>.</p>
--------	-----------------	--

**SC36 GC 5.8 METHOD OF PAYMENT**

SC36.1		<u>Add</u> new GC 5.8 – METHOD OF PAYMENT as follows:
--------	--	---

		<p><b>GC 5.8 METHOD OF PAYMENT</b></p> <p>5.8.1 The <i>Owner</i> may, at its own discretion, issue payment to both the <i>Contractor</i> and <i>Subcontractor</i> in a single cheque.</p>
--	--	---

**SC37 GC 6.1 CHANGES**

SC37.1	6.1.1.2	<p><u>Add</u> the words “or <i>Change Directive</i>” to the end of the sentence in paragraph 6.1.1.2.</p>
SC37.2	6.1.2	<p><u>Delete</u> the words “<i>Change Order</i> or a <i>Change Directive</i>” in paragraph 6.1.2 and <u>replace</u> them with the following:</p> <p>signed <i>Change Order</i> in the form attached to the Supplementary Conditions as Appendix 1 or a signed <i>Change Directive</i>. This requirement is of the essence of the <i>Contract</i> and it is the express intention of the parties that any claims by the <i>Contractor</i> for a change in the <i>Contract Price</i> and/or <i>Contract Time</i> shall be barred unless there has been strict compliance with PART 6 CHANGES IN THE WORK. No verbal dealings between the parties and no implied acceptance of alternations or additions to the <i>Work</i> and no claims that the <i>Owner</i> has been unjustly enriched by any alteration or addition to the <i>Work</i>, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for an increase to the <i>Contract Price</i> or an extension of the <i>Contract Time</i>.</p>
SC37.3	6.1.3 and 6.1.4	<p><u>Add</u> new paragraphs 6.1.3 and 6.1.4 as follows:</p> <p>6.1.3 Notwithstanding any other provision of this <i>Contract</i>, there shall be no adjustment to the <i>Contract Price</i> or to the <i>Contract Time</i> where the change in the <i>Work</i> arises due to (a) the <i>Contractor</i> failing to properly direct, manage, supervise, and/or coordinate the overall construction means, methods, techniques, sequences or procedures used to undertake the <i>Work</i>, or (b) the <i>Contractor</i> failing to properly sequence and coordinate the various parts of the <i>Work</i>, including the <i>Work</i> of <i>Subcontractors</i>, <i>Suppliers</i>, and <i>Other Contractors</i> so as to not interfere, interrupt, obstruct, delay or otherwise affect the efficient and expeditious performance of the <i>Work</i>. For certainty, any changes in the <i>Work</i> arising under the circumstances described in this GC 6.1.3 are deemed to be included in the <i>Contract Price</i>, and the <i>Owner</i> shall be entitled to reject any claims for changes to the <i>Contract Price</i> or the <i>Contract Time</i> arising therefrom.</p> <p>6.1.4 Save and except where the <i>Owner</i> determines that a <i>Change Order</i>, or a portion thereof, will be valued and paid for as a lump sum in accordance with GC 6.2.3.1 (in which case all supporting documentation must be submitted to and approved by the <i>Owner</i> prior to the <i>Contractor</i> commencing performance of the change, or the applicable lump sum portion thereof), all supporting documentation for <i>Change Orders</i> and <i>Change Directives</i> must be submitted by the <i>Contractor</i> to the <i>Owner</i>, with a copy to the <i>Consultant</i>, within 30 calendar days following</p>

		completion of the <i>Work</i> prescribed in the <i>Change Order</i> or <i>Change Directive</i> , as certified by the <i>Consultant</i> . Upon the expiry of the deadline prescribed by this GC 6.1.4, the <i>Contractor</i> is deemed to have delivered all relevant materials for the <i>Owner's</i> evaluation of the <i>Contractor's</i> total claim for an adjustment to the <i>Contract Price</i> and/or <i>Contract Time</i> , and no further documents may be submitted to the <i>Owner</i> , unless, in its sole and absolute discretion, the <i>Owner</i> agrees in writing to waive or extend the timing for the submission of the <i>Contractor's</i> supporting documentation. If the <i>Owner</i> has not received any of the prescribed supporting documentation prior to the deadline, the <i>Contractor</i> shall be deemed to have waived its right to receive compensation or an extension of the <i>Contract Time</i> for the <i>Work</i> described in the <i>Change Order</i> or <i>Change Directive</i> .
--	--	--

**SC38 GC 6.2 CHANGE ORDER**

SC38.1	6.2.1	<p><u>Delete</u> paragraph 6.2.1 and <u>replace</u> it with the following:</p> <p>6.2.1 The following shall apply to changes in the <i>Work</i> and changes to the <i>Contract Time</i> for the <i>Work</i>:</p> <p>.1 When a change in the <i>Work</i> or a change in the <i>Contract Time</i> for the <i>Work</i> is proposed by the <i>Owner</i> or pursuant to the requirements of the <i>Contract</i>, the <i>Owner</i> must initiate the process for a <i>Change Order</i> or <i>Change Directive</i>:</p> <p>(a) the <i>Consultant</i> shall provide the <i>Contractor</i> with a written description of the proposed change in the <i>Work</i>;</p> <p>(b) within 5 <i>Working Days</i> of receiving the <i>Consultant's</i> notice described above, the <i>Contractor</i> shall notify the <i>Consultant</i>, with a copy to the <i>Owner</i>, if, as a result of the proposed or required change, it will claim an adjustment to the <i>Contract Price</i> or the <i>Contract Time</i> and shall include with such notice a written explanation, including anticipated costing information, describing the impact on the <i>Contract Time</i> and/or <i>Contract Price</i>;</p> <p>(c) if the <i>Owner</i> decides to proceed, or must proceed pursuant to the terms of the <i>Contract</i>, with the proposed change, the <i>Consultant</i> shall issue a <i>Contemplated Change Notice</i> to the <i>Contractor</i> describing the proposed scope of the change and the method (or combination of methods) described in GC 6.2.3 to be used for evaluating the change in the <i>Contract Price</i>, if any, arising from the proposed change; and</p> <p>(d) the <i>Contractor</i> shall, as soon as practicable and in any event within 10 <i>Working Days</i> after receipt of a <i>Contemplated Change Notice</i> or such longer period as the parties may agree acting reasonably, present to the <i>Consultant</i>, with a copy to the <i>Owner</i>, a detailed breakdown, estimate, and other information (a "<b>Change Estimate</b>") that can be reasonably evaluated having regard to the scope of the change prescribed by the <i>Consultant</i> in the <i>Contemplated Change Notice</i>, which <i>Change Estimate</i> shall include the following information:</p> <p>(i) where the <i>Contemplated Change Notice</i> prescribes that a lump sum estimate is required for all or part of the change, in accordance with GC 6.2.3.1, a proposed lump sum adjustment to the <i>Contract Price</i>;</p>
--------	-------	--

		<ul style="list-style-type: none"><li>(ii) where the <i>Contemplated Change Notice</i> prescribes that unit prices shall apply to all or part of the change, in accordance with GC 6.2.3.2, a summary of the quantities of <i>Product(s)</i> required to complete the change and the impact on the <i>Contract Price</i> relying on the unit prices prescribed by the <i>Contract Documents</i> or, where no unit prices are prescribed, proposed unit rates for each <i>Product</i> to be used to perform the change;</li><li>(iii) where the <i>Contemplated Change Notice</i> prescribes that time and material costs shall apply for all or part of the change, in accordance with GC 6.2.3.3, a detailed estimate of the <i>Direct Costs</i> to be expended by the <i>Contractor</i> and each <i>Subcontractor</i> to perform the change;</li><li>(iv) sufficient information to demonstrate that the markup portion of any <i>Change Estimate</i> has been calculated in accordance with GC 6.2.5;</li><li>(v) <i>Subcontractor</i> and <i>Supplier</i> quotations, receipts, and vouchers;</li><li>(vi) identification of any additional bonding costs, in accordance with GC 6.2.6;</li><li>(vii) identification and evidence of the commercially reasonable steps the <i>Contractor</i> has taken (or will take) to minimize any increase to the <i>Contract Price</i> and to maximize a reduction in the <i>Contract Price</i>, including the use of competitive quotes or tenders;</li><li>(viii) a description of the steps the <i>Contractor</i> will take to implement the change, including such detail as may be necessary in the circumstances or that is expressly requested in the <i>Contemplated Change Notice</i>, which may include a schedule for the performance of the change, a draft updated <i>Construction Schedule</i> (including proposed adjustment(s) to the <i>Contract Time</i>, if any), staging plan, contact list, description of roles and responsibilities;</li><li>(ix) a description of the steps the <i>Contractor</i> has taken (or will take) to mitigate the impact of the change on the <i>Contract Price</i> and the <i>Contract Time</i>; and</li><li>(x) identification of any permits, licenses, or approvals, if any, that must be obtained to perform the contemplated change.</li></ul> <p>(e) As soon as practicable following receipt of a <i>Change Estimate</i>, but in any event within the next 15 <i>Working Days</i>, the <i>Owner</i> shall evaluate the <i>Change Estimate</i> and may</p> <ul style="list-style-type: none"><li>(i) accept the <i>Change Estimate</i> as presented by issuing a <i>Change Order</i> through the <i>Consultant</i>,</li><li>(ii) request additional information from the <i>Contractor</i> to supplement the <i>Change Estimate</i>,</li><li>(iii) negotiate adjustments to the <i>Change Estimate</i> and accept the revised <i>Change Estimate</i> by issuing a <i>Change Order</i> through the <i>Consultant</i>,</li></ul>
--	--	---

		<ul style="list-style-type: none"> <li>(iv) direct the <i>Consultant</i> to issue a <i>Change Directive</i>, following which GC 6.3 CHANGE DIRECTIVE shall apply to the proposed change; and/or</li> <li>(iv) deliver notification to the <i>Contractor</i> that the <i>Owner</i> has withdrawn the <i>Contemplated Change Notice</i>.</li> </ul> <p>During such evaluation period (including any extension thereof reasonably agreed upon by the parties) the <i>Owner</i> and the <i>Contractor</i> shall use good faith efforts to exchange information, data, and strategies, in an effort to implement the proposed change as expeditiously as possible, while mitigating the impacts, if any, on the <i>Contract Time</i> and <i>Contract Price</i>.</p> <ul style="list-style-type: none"> <li>(f) If the <i>Owner</i> does not issue a <i>Change Order</i> or <i>Change Directive</i> through the <i>Consultant</i> during the evaluation period described in GC 6.2.1.1(e), including any extension thereof, the <i>Contemplated Change Notice</i> shall be deemed to be withdrawn.</li> </ul> <p>.2 When a change in the <i>Work</i> or a change in the <i>Contract Time</i> for the <i>Work</i> is proposed by the <i>Contractor</i>,</p> <ul style="list-style-type: none"> <li>(a) the <i>Contractor</i> shall deliver to the <i>Owner</i> and the <i>Consultant</i> a <i>Notice in Writing</i> that sets out: <ul style="list-style-type: none"> <li>(i) sufficient details of the proposed change so as to enable the <i>Owner</i> and the <i>Consultant</i> to conduct a preliminary evaluation of the proposed change, including anticipated costing information, describing the impact, if any, on the <i>Contract Time</i> and/or <i>Contract Price</i>;</li> <li>(ii) the reasons for the <i>Contractor's</i> proposed change, including reference to any applicable provisions of the <i>Contract</i> prompting proposed change; and</li> <li>(iii) any time constraints that may influence the cost, cost savings, or impact on the <i>Contract Time</i> of the proposed change, including an estimate of the latest possible date for the issuance of the <i>Contemplated Change Notice</i>.</li> </ul> </li> <li>(b) If the <i>Owner</i> elects, in its sole discretion and without obligation, to consider the change proposed by the <i>Contractor</i>, the <i>Owner</i> may direct that the <i>Consultant</i> issue a <i>Contemplated Change Notice</i> and the procedure in GC 6.2.1.1(c) to GC 6.2.1.1(f) shall apply.</li> </ul>
SC38.2	6.2.3 to 6.2.6	<p><u>Add</u> new paragraphs 6.2.3, 6.2.4, 6.2.5 and 6.2.6 as follows:</p> <p>6.2.3 The value of a change shall be determined in one or more of the following methods as prescribed by the <i>Owner</i> and identified in the <i>Contemplated Change Notice</i> issued by the <i>Consultant</i> in accordance with GC 6.2.1.1(c):</p> <ul style="list-style-type: none"> <li>.1 <b>(Lump Sum)</b> by estimate and acceptance of a lump sum, <u>which shall include as part of the lump sum the permitted markup(s) for changes in the <i>Work</i> set</u></li> </ul>

		<p><u>out in GC 6.2.5</u></p> <p>.2 <b>(Unit Prices)</b> by unit prices established in the <i>Contract Documents</i> or subsequently agreed upon. Unit prices shall include the permitted markup for changes in the <i>Work</i> set out in GC 6.2.5, and shall be the total cost to the <i>Owner</i>. Adjustment to the <i>Contract Price</i> shall be based on a net quantity difference from the original quantity.</p> <p>.3 <b>(Time and Material Costs)</b> by the amount, net of all credits, expended that specifically relate to and are directly attributable to the implementation of the change and that would not have otherwise been incurred in the delivery of the <i>Project</i> :</p> <p>(a) by a <i>Subcontractor</i> (or <i>Supplier</i>)</p> <p>(i) the <i>Direct Costs</i> (without mark-up) incurred by the <i>Subcontractor</i> (or <i>Supplier</i>) directly to perform the change, plus</p> <p>(ii) the <i>Subcontractor's</i> (or <i>Supplier's</i>) permitted mark-up for changes in the <i>Work</i> set out in GC 6.2.5 which applies to the <i>Subcontractor's</i> (or <i>Supplier's</i>) <i>Direct Costs</i> only; and</p> <p>(b) by the <i>Contractor</i></p> <p>(i) the <i>Direct Costs</i> (without mark-up) incurred by the <i>Contractor</i> directly to perform the change, plus</p> <p>(iii) the <i>Contractor's</i> permitted mark-up(s) for changes in the <i>Work</i> set out in GC 6.2.5, which applies to the <i>Contractor's Direct Costs</i> only.</p> <p>6.2.4 During the performance of the <i>Contract</i>, including the performance of any changes, the <i>Wage Schedule</i> for the <i>Contractor</i>, and any <i>Subcontractor</i>, as applicable, shall be determined in accordance with this GC 6.2.4.</p> <p>.1 <u>Where a <i>Contractor</i> and/or <i>Subcontractor Wage Schedule</i> is included in the <i>Contractor's Procurement Response</i> and has been approved in writing by the <i>Owner</i>, such <i>Wage Schedule</i> shall apply for the duration of the <i>Contract</i>.</u></p> <p>.2 <u>Where no <i>Contractor</i> or <i>Subcontractor Wage Schedule</i> is included in the <i>Contractor's Procurement Response</i> or the <i>Wage Schedule</i> included in the <i>Contractor's Procurement Response</i> has not been approved by the <i>Owner</i>, upon the reasonable request by the <i>Owner</i> or the <i>Consultant</i> or as may be necessary as part of a <i>Change Estimate</i>, the <i>Contractor</i> shall submit to the <i>Owner</i> and the <i>Consultant</i> a <i>Wage Schedule</i> for the <i>Contractor's own personnel and/or labour</i> and for any <i>Subcontractor</i> labour requested by the <i>Owner</i> or the <i>Consultant</i> or as may be necessary to substantiate a <i>Change Estimate</i>. The <i>Contractor's</i> proposed <i>Wage Schedule</i> shall be accompanied by information and evidence that reasonably demonstrates that the</u></p>
--	--	---

		<p><u>proposed Wage Schedule represents value for money commensurate with hourly rates, benefits, and payroll burden that could be obtained in the open market and shall include industry benchmarking data to facilitate the Owner's evaluation of the proposed Wage Schedule. The Owner will evaluate the proposed Wage Schedule and, if acceptable in whole or in part, the Owner will deliver a Notice in Writing confirming the acceptable Wage Schedule. If the Owner does not approve of all or a portion of the proposed Wage Schedule, the Owner and the Contractor shall request that the Consultant make an interim determination setting the Wage Schedule so that the Work can proceed and the Owner and the Contractor shall fully and finally settle the disputed Wage Schedule in accordance with the dispute resolution provision of the Contract. Once approved in writing by the Owner, or resolved pursuant to the dispute resolution process, the settled Wage Schedule shall apply for the duration of the Contract, including any subsequent changes to the Work or the Contract Time for the Work.</u></p> <p>6.2.5 The permitted markup set out in this GC 6.2.5, to be identified and included in any <i>Change Estimate</i>, is intended to cover all profit, general expenses, and overhead costs to be incurred by the <i>Contractor, Subcontractors, and Suppliers</i>, in relation to a proposed change including, but not limited to, head office and head office personnel costs, administration, estimating, supervision, <i>Subcontractor</i> and <i>Supplier</i> coordination, project management, general cleanup, small tools, <i>As-Built Drawings</i>, warranty, job safety costs, parking, and <u>all fees, costs, burdens (other than payroll burden permitted under any Wage Schedule), and expenses related to the processing and the performance of the change specified in a Contemplated Change Notice. Without limiting the generality of the foregoing, the markups are intended to compensate the Contractor for all costs that are not Direct Costs.</u> The following markups (for overhead, profit, and general expenses combined) and only such markups are permitted for any change under GC 6.1 OWNER'S RIGHT TO MAKE CHANGES:</p> <ol style="list-style-type: none"><li>.1 <i>Contractor's</i> markup on the <i>Direct Costs</i> incurred directly by the <i>Contractor</i> shall be 10% of such <i>Direct Costs</i>;</li><li>.2 <i>Subcontractor's</i> (or <i>Supplier's</i>) markup on the <i>Direct Costs</i> incurred directly by the <i>Subcontractor</i> (or <i>Supplier</i>) shall be a maximum of 10% of such <i>Direct Costs</i>; and</li><li>.3 <i>Contractor's</i> markup on the <i>Direct Costs</i> incurred directly by a <i>Subcontractor</i> or <i>Supplier</i> (excluding the <i>Subcontractor's</i> or <i>Supplier's</i> markup specified in GC 6.2.5.2) shall be 7.5% of such <i>Direct Costs</i>.</li></ol> <p>6.2.6 Notwithstanding anything in this GC 6.2 CHANGE ORDER, the <i>Contractor</i> may claim <u>additional costs for bonding and insurance in its application for a change in the Contract Price, without markup, provided that documentation is provided to the Owner to substantiate and verify the additional costs incurred or to be incurred in accordance with GC 11.2.6 and GC 11.1. Supporting documentation shall include, but not be limited to, written verification of a new certificate of insurance or bond identifying the variance in cost. The Owner, in its sole discretion, will determine whether the documentation is sufficient to warrant and pay for additional costs for bonding and/or insurance. If approved by the Owner, additional costs for bonding and/or insurance may be claimed by the Contractor as a separate item on a Change Order or in the Contractor's application for release of holdback.</u></p>
--	--	---

--	--	--

**SC39 GC 6.3 CHANGE DIRECTIVE**

SC39.1	6.3.1	<p><u>Add</u> the following to the end of paragraph 6.3.1:</p> <p>The <i>Owner</i> may make minor changes to the <i>Work</i> by issuing a <i>Change Directive</i>. Such minor changes will not require an adjustment to the <i>Contract Price</i> or the <i>Contract Time</i>, if such minor change is within the general scope of the <i>Work</i> and consistent with the intent of the <i>Contract Documents</i>.</p>
SC39.2	6.3.3	<p><u>Delete</u> paragraph 6.3.3 and <u>replace</u> it with the words "Intentionally deleted".</p>
SC39.3	6.3.6	<p><u>Delete</u> paragraph 6.3.6 in its entirety, including all subparagraphs and <u>replace</u> it with the following:</p> <p>6.3.6 The adjustment in the <i>Contract Price</i> for a change carried out by way of a <i>Change Directive</i> shall be determined on the basis of the cost of the <i>Contractor's</i> actual expenditures and savings attributable to the <i>Change Directive</i>, valued in accordance with GC 6.2.3.3 and as follows:</p> <ol style="list-style-type: none"> <li>.1 If the change results in a net increase in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be increased by the amount of the net increase in the <i>Contractor's</i> cost, including the <i>Contractor's</i> markup established in accordance with GC 6.2.5.</li> <li>.2 If the change results in a net decrease in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be decreased by the amount of the net decrease in the <i>Contractor's</i> cost, without adjustment for the <i>Contractor's</i> markup on the net decrease to the <i>Contract Price</i> established in accordance with GC 6.2.5.</li> </ol>
SC39.4	6.3.7	<p><u>Delete</u> the preamble in paragraph 6.3.7 and <u>replace</u> it with the following:</p> <p>The cost of performing the work attributable to the <i>Change Directive</i> shall be limited to the actual <i>Direct Costs</i> incurred by the <i>Contractor</i>, its <i>Subcontractor(s)</i> or <i>Supplier(s)</i>, as applicable, to the extent such expenditures specifically relate to and are directly attributable to the implementation of the <i>Change Directive</i>, and that would not have otherwise been incurred in the delivery of the <i>Project</i>. "<b>Direct Costs</b>" in this <i>Contract</i>, subject to the limitations set out in GC 6.3.14 and GC 6.3.15, refer to the aggregate total, without duplication, of the following amounts as paid or incurred in the performance of the <i>Work</i>:</p>
SC39.5	6.3.7.1	<p><u>Delete</u> paragraph 6.3.7.1 in its entirety, and <u>replace</u> it with the following:</p>



		<p>.1 labour and personnel costs incurred by the <i>Contractor</i> applying the wages and related costs set out in the <i>Wage Schedule</i> established in accordance with GC 6.2.4 for:</p> <p>(1) trade labour in the direct employ of the <i>Contractor</i>;</p> <p>(2) the <i>Contractor's</i> personnel when stationed full-time at the field office; or</p> <p>(3) the <i>Contractor's</i> personnel engaged at shops or on the road, in expediting the production or transportation of <i>Products</i> or <i>Construction Equipment</i>.</p>
SC39.6	6.3.7.7	<p><u>Delete</u> the words “described in paragraph 6.3.7.1” and <u>replace</u> them with “approved by the <i>Owner</i> in writing and in advance of any such expenses being incurred” in paragraph 6.3.7.7.</p>
SC39.7	6.3.7.9	<p><u>Add</u> the following at the end of the sentence in paragraph 6.3.7.9: “...when specifically requested by the <i>Owner</i> or as directed by the <i>Consultant</i>”.</p>
SC39.8	6.3.7.10	<p><u>Add</u> the following at the end of the sentence in paragraph 6.3.7.10: “... provided that they are not caused by negligent acts or omissions of the <i>Contractor</i>”.</p>
SC39.9	6.3.7.12	<p><u>Delete</u> paragraph 6.3.7.12 in its entirety and <u>replace</u> it with “[Intentionally blank].”</p>
SC39.10	6.3.7.13	<p><u>Delete</u> subparagraph 6.3.7.13 in its entirety and <u>replace</u> it with “[Intentionally blank].”</p>
SC39.11	6.3.7.15	<p><u>Delete</u> subparagraph 6.3.7.15 in its entirety and <u>replace</u> it with “[Intentionally blank].”</p>
SC39.12	6.3.7.17	<p><u>Delete</u> subparagraph 6.3.7.17 in its entirety and <u>replace</u> it with “[Intentionally blank].”</p>
SC39.13	6.3.11	<p><u>Delete</u> paragraph 6.3.11 and <u>replace</u> with the following:</p> <p>Pending determination of the value of a <i>Change Directive</i>, the value of the work performed as a result of the <i>Change Directive</i> is not eligible to be included in progress payments except by way of a <i>Change Order</i>.</p>

SC39.14	6.3.14	<p><u>Add</u> new paragraph 6.3.14 as follows:</p> <p>6.3.14 For certainty, <i>Direct Costs</i>, when incurred by the <i>Contractor</i>, its <i>Subcontractors</i> or <i>Suppliers</i>, do not include:</p> <ul style="list-style-type: none"><li>.1 head office salaries and benefits and all other overhead or general expenses or any other items identified in GC 6.2.5 as being covered by the permitted markups listed in GC 6.2.5;</li><li>.2 capital expenses and interest on capital;</li><li>.3 general clean-up, except where the performance of the <i>Work</i> in the <i>Change Directive</i> causes specific additional clean-up requirements;</li><li>.4 wages paid for field supervision of <i>Subcontractors</i>;</li><li>.5 rentals, or other expenses that exceed the rates that are standard in the locality of the <i>Place of the Work</i> that are otherwise deemed unreasonable by the <i>Consultant</i>;</li><li>.6 any costs or expenses attributable to the negligence, improper <i>Work</i>, deficiencies, or breaches of contract by the <i>Contractor</i> or any <i>Subcontractor</i>, <i>Supplier</i>, or any sub-subcontractor at any tier; and</li><li>.7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the <i>Owner</i>.</li></ul>
SC39.15	6.3.15	<p><u>Add</u> new paragraph 6.3.15 as follows:</p> <p>6.3.15 Any cost fee, charge, or expense incurred by the <i>Contractor</i> in the performance of a change that is not expressly identified as a <i>Direct Cost</i> under this <i>Contract</i> is presumptively non-compensable. Any uncertainty or ambiguity as to whether a cost, fee, charge, or expense incurred by a <i>Contractor</i> as part of a change is an eligible <i>Direct Cost</i> shall be submitted to the <i>Consultant</i> for a determination in accordance with GC 8.1.1 and will be further subject to the dispute resolution process established in PART 8 DISPUTE RESOLUTION.</p>

**SC40 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

SC40.1	6.4.1	<p><u>Delete</u> paragraph 6.4.1 and <u>replace</u> it with the following:</p> <p>6.4.1 Having regard to the amount of time between the <i>Owner</i> issuing the <i>Procurement Documents</i> and the closing date of the procurement, as well as any requirement for proponents to attend a tour of the <i>Place of the Work</i> during the procurement process, the <i>Contractor</i> confirms that, prior to submitting its <i>Procurement Response</i>, it carefully investigated the current conditions at the <i>Place of the Work</i>, and applied to that investigation the degree of care and skill described in GC 3.15.1. If the <i>Contractor</i> has failed, neglected, or refused to conduct such careful investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the <i>Work</i> which could make the <i>Work</i> more expensive or more difficult to perform than was contemplated at the time the Contract was executed. No claim by the <i>Contractor</i> will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the <i>Contract</i>.</p>
SC40.2	6.4.2	<p><u>Add</u> a new first sentence to paragraph 6.4.2 which reads as follows:</p> <p>6.4.2 Having regard to the <i>Contractor's</i> obligation to investigate the <i>Place of the Work</i> under GC 6.4.1, if the <i>Contractor</i> believes that the conditions of the <i>Place of the Work</i> differ materially from those reasonably anticipated to exist and generally recognized as inherent in construction activities of similar projects, differ materially from those indicated in the <i>Contract Documents</i>, or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1, then the <i>Contractor</i> shall deliver a <i>Notice in Writing</i> to the <i>Owner</i> and <i>Consultant</i> no later than five (5) <i>Working Days</i> after the first observation of such conditions by the <i>Contractor</i> or its <i>Subcontractor</i> or <i>Supplier</i>. No adjustment to the <i>Contract Price</i> or extension of <i>Contract Time</i> shall be made for unknown or discovered conditions unless <i>Notice in Writing</i> is delivered in accordance with this GC 6.4.2.</p> <p>-and-</p> <p>In the existing second sentence of paragraph 6.4.2, in the second line, following the word "materially", <u>add</u> the words "or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1."</p>
SC40.3	6.4.3	<p><u>Delete</u> paragraph 6.4.3 and <u>replace</u> with the following:</p> <p>6.4.3 If the <i>Consultant</i> makes a finding pursuant to GC 6.4.2 that no change in the <i>Contract Price</i> or the <i>Contract Time</i> is justified, the <i>Consultant</i> shall report in writing the reasons for this finding to the <i>Owner</i> and the <i>Contractor</i>.</p>

**SC41 GC 6.5 DELAYS**

SC41.1	6.5.1	<p><u>Delete</u> paragraph 6.5.1 and <u>replace</u> it with the following:</p> <p>6.5.1 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by the <i>Owner</i>, the <i>Consultant</i>, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the <i>Contract Documents</i>, and if the <i>Contractor</i> can demonstrate that the critical path shall be impacted by the delay given the logic presented in the most recent <i>Construction Schedule</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. Subject to the <i>Contractor's</i> obligation to mitigate costs, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable <i>Direct Costs</i> directly flowing from the extension of the <i>Contract Time</i> , but excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or opportunity.”</p>
SC41.2	6.5.2	<p><u>Delete</u> paragraph 6.5.2 and <u>replace</u> it with the following:</p> <p>6.5.2 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by a stop work order issued by a court or other public authority and providing that such order was issued on account of a direct breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes by the <i>Owner</i>, the <i>Owner's</i> other contractor(s), or the <i>Consultant</i>, and relating to the <i>Work</i> or the <i>Place of the Work</i>, and if the <i>Contractor</i> can demonstrate that the critical path shall be impacted by the delay given the logic presented in the most recent <i>Construction Schedule</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. Subject to the <i>Contractor's</i> obligation to mitigate costs, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable <i>Direct Costs</i> directly flowing from extension of the <i>Contract Time</i>, but excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or opportunity.</p>
SC41.3	6.5.3	<p><u>Delete</u> paragraph 6.5.3 and <u>replace</u> it with the following:</p> <p>6.5.3 If the performance of the <i>Work</i> or the performance of any other obligation(s) of a party to this <i>Contract</i> is delayed by <i>Force Majeure</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> in consultation with the <i>Owner</i> and the <i>Contractor</i> shall agree. The extension of time shall not be less than the time lost as a result of the <i>Force Majeure</i> event causing the delay, unless the <i>Contractor</i> agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the <i>Contract Time</i> attributable to the <i>Force Majeure</i> event, the <i>Owner</i> and the <i>Contractor</i> shall execute a <i>Change Order</i> issued by the <i>Consultant</i> indicating the length of the extension to the <i>Contract Time</i> and confirming that there are no costs payable by either party to the other for the extension of <i>Contract Time</i>.</p>

		<p>.1 Notwithstanding the foregoing, the <i>Owner</i>, through the <i>Consultant</i>, may issue a <i>Change Directive</i> requiring the <i>Contractor</i> to undertake those specific actions identified in the <i>Change Directive</i> as the <i>Contractor</i> can reasonably and safely initiate to remove or relieve either the <i>Force Majeure</i> or its direct or indirect effects on the <i>Project</i>, in which case the <i>Contract Price</i> will be adjusted in accordance with GC 6.3.7. If the <i>Contractor</i> fails within the time period specified in the <i>Change Directive</i> to take such action, then the <i>Owner</i> may, at its sole and absolute discretion and after it has given written notice to the <i>Contractor</i>, take some or all of such actions to partially or wholly remove or relieve such <i>Force Majeure</i> or its direct or indirect effects, and thereafter require the <i>Contractor</i> to resume the performance of the <i>Work</i>.</p>
SC41.4	6.5.4	<p><u>Delete</u> paragraph 6.5.4 and <u>replace</u> it with the following:</p> <p>6.5.4 No extension of the <i>Contract Time</i> shall be made for delay (under GC 6.5.1, 6.5.2, or 6.5.3) and no additional compensation will be paid (under GC 6.5.1 or 6.5.2) unless <i>Notice in Writing</i> of the cause of the delay is given by the <i>Contractor</i> to the <i>Owner</i> and to the <i>Consultant</i> not later than 5 <i>Working Days</i> after commencement of the delay. In the case of a continuing cause of delay only one <i>Notice in Writing</i> shall be necessary. For the <i>Notice in Writing</i> to be valid under this GC 6.5.4 it must include specific details about:</p> <ul style="list-style-type: none"> <li>.1 the cause of the delay;</li> <li>.2 the impact the delay will have on the <i>Contract Time</i>, as demonstrated through an analysis of the critical path based on the logic presented in the most recent <i>Construction Schedule</i>, and details of the extension of time being requested;</li> <li>.3 the likely effect the delay will have on payment, if any; and</li> <li>.4 mitigation efforts, if any, undertaken by the <i>Contractor</i> or, where no mitigation efforts have been undertaken by the <i>Contractor</i>, the reasons why mitigation is either not possible or has not been undertaken by the <i>Contractor</i>.</li> </ul> <p>Compliance with the notice requirements of this GC 6.5.4 does not entitle the <i>Contractor</i> to an extension of the <i>Contract Time</i> and/or adjustment to the <i>Contract Price</i>, but merely preserves the <i>Contractor's</i> right to seek an extension of the <i>Contract Time</i> and/or an adjustment to the <i>Contract Price</i>.</p>
SC41.5	6.5.6 to 6.5.11	<p><u>Add</u> new paragraphs 6.5.6, 6.5.7, 6.5.8, 6.5.9, 6.5.10 and 6.5.11 as follows:</p> <p>6.5.6 If the <i>Consultant</i>, in consultation with the <i>Contractor</i> determines that the <i>Contractor</i> is delayed in performance of the <i>Work</i>, or any part thereof, by the <i>Contractor's</i> inaction, or by delay or inaction of anyone employed or engaged by the <i>Contractor</i> directly or indirectly, and that the delay is recoverable through acceleration or other mitigation efforts of the <i>Contractor</i>:</p>

		<p>.1 The <i>Consultant</i> will promptly give <i>Notice in Writing</i> of such determination to the <i>Owner</i> and the <i>Contractor</i>.</p> <p>.2 The <i>Contractor</i> shall accelerate the <i>Work</i> as required to meet the <i>Contract Time</i> prescribed in the <i>Construction Schedule</i> in place at the time of the <i>Consultant's</i> determination.</p> <p>.3 The <i>Contractor</i> shall then promptly give the <i>Owner</i> and the <i>Consultant Notice in Writing</i> of the specific changes to the construction scheduling, sequencing, means, methods, and processes the <i>Contractor</i> will implement to accelerate the <i>Work</i>.</p> <p>.4 The <i>Contractor</i> shall not be entitled to receive payment for any costs incurred to accelerate the <i>Work</i> in accordance with this GC 6.5.6.</p> <p>6.5.7 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by any act, omission, or negligence of the <i>Contractor</i> or of any person or entity employed or engaged directly or indirectly by the <i>Contractor</i>, including any <i>Subcontractor(s)</i> or <i>Supplier(s)</i>, or by any cause within the <i>Contractor's</i> control, and it is determined by the <i>Consultant</i> that such delay will result in having to extend the <i>Contract Time</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may decide in consultation with the <i>Contractor</i>. As time is of the essence in this <i>Contract</i>, the <i>Owner</i> may incur additional <i>Administration Costs</i> and expenses if the <i>Contractor</i> has not completed the <i>Work</i> within the <i>Contract Time</i>. The <i>Owner</i> shall be reimbursed by the <i>Contractor</i> for all reasonable costs and damages incurred by the <i>Owner</i> as the result of such delay, including the <i>Owner's Administration Costs</i> and all services required by the <i>Owner</i> from the <i>Consultant</i> as a result of such delay by the <i>Contractor</i> including the cost of the <i>Consultant's</i> services during the period between the date prescribed in Article A-1.3 for attaining <i>Ready-for-Takeover</i> and the date that <i>Ready-for-Takeover</i> is actually achieved by the <i>Contractor</i>. Notwithstanding the foregoing, if the <i>Contract</i> prescribes liquidated damages at Article 9 - TIME OF THE ESSENCE / LIQUIDATED DAMAGES, the amount ultimately payable to the <i>Owner</i> as <i>Delay Damages</i> under that Article 9 shall constitute the <i>Owner's</i> total reimbursement for its reasonable costs and damages incurred as a result of delay under this GC 6.5.7.</p> <p>6.5.8 The <i>Contractor</i> shall be responsible for the care, maintenance and protection of the <i>Work</i> in the event of any suspension of construction as a result of the delay described in GC 6.5.1, 6.5.2, 6.5.3, or 6.5.7. If such suspension arises due to delay event described in GC 6.5.1, 6.5.2, or 6.5.3, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for the <i>Direct Costs</i> only incurred by the <i>Contractor</i> directly attributed to such protection, but excluding the costs of the <i>Contractor's</i> head office personnel, for such care, maintenance and protection. The <i>Contractor's</i> entitlement to costs pursuant to this GC 6.5.8, if any, shall be in addition to amounts, if any, to which the <i>Contractor</i> is entitled pursuant to GC 6.5.1 or GC 6.5.2. No costs shall be payable to the <i>Contractor</i> under this GC 6.5.8 where the suspension arises due to a delay event described in GC 6.5.7.</p> <p>6.5.9 Without limiting the obligations of the <i>Contractor</i> described in GC3.2 or GC9.4, the <i>Owner</i> may, by <i>Notice in Writing</i>, direct the <i>Contractor</i> to stop the <i>Work</i> where the <i>Owner</i> reasonably determines that there is an imminent risk to the safety of persons or property at the <i>Place of the Work</i>. In the event that the <i>Contractor</i> receives such notice, it shall immediately stop the <i>Work</i> and secure the <i>Place of the Work</i>. The <i>Contractor</i> shall not be entitled to an extension of the <i>Contract Time</i> or to an increase in the <i>Contract Price</i> unless the resulting delay, if any,</p>
--	--	---

		would entitle the <i>Contractor</i> to an extension of the Contract Time or the reimbursement of the <i>Contractor's</i> costs as provided in GC 6.5.1.
--	--	---

**SC42 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

SC42.1	6.6.1	<p><u>Add</u> the following to the end of paragraph 6.6.1:</p> <p>Any such <i>Notice in Writing</i> must be provided to the <i>Owner</i> and the <i>Consultant</i> no later than 5 <i>Working Days</i> after the <i>Contractor</i> became aware, or should reasonably have become aware, of the commencement of the event or series of events giving rise to a claim. If the <i>Contractor</i> fails to comply with the notice requirements of this GC 6.6.1, the <i>Owner</i> will not be liable in connection with any such claim by the <i>Contractor</i>; and the <i>Contractor</i> will be absolutely barred from making any claim against the <i>Owner</i>, arising out of or in connection with the event or series of events giving rise to a claim.</p>
--------	-------	--

**SC43 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT**

SC43.1	7.1.2	<p><u>Delete</u> paragraph 7.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>7.1.2 If the <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>.1 neglects to perform the <i>Work</i> properly,</li> <li>.2 fails or neglects to maintain the latest <i>Construction Schedule</i>, or to provide an updated <i>Construction Schedule</i> as requested by the <i>Owner</i> in accordance with GC 3.4,</li> <li>.3 fails to make payment to its <i>Subcontractors</i> and <i>Suppliers</i> on a timely basis, or</li> <li>.4 fails to comply the requirements of this <i>Contract</i>,</li> </ul> <p>the <i>Owner</i> may, without prejudice to any other right or remedy the <i>Owner</i> may have, give the <i>Contractor</i> a <i>Notice in Writing</i>, containing particulars of the default including references to applicable provisions of the <i>Contract</i>, that the <i>Contractor</i> is in default of the <i>Contractor's</i> contractual obligations and instruct the <i>Contractor</i> to correct the default in 5 <i>Working Days</i> immediately following the receipt of such <i>Notice in Writing</i>.</p>
SC43.2	7.1.4.2	<p><u>Delete</u> subparagraph 7.1.4.2 and <u>replace</u> it with the following new subparagraphs 7.1.4.2 and 7.1.4.3:</p> <ul style="list-style-type: none"> <li>.2 terminate the <i>Contractor's</i> right to continue with the <i>Work</i> in whole or in part (and where the termination relates to the whole of the remaining <i>Work</i>, the <i>Owner</i> shall also publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i>; or</li> </ul>

		.3 terminate the <i>Contract</i> , and publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i> .
SC43.3	7.1.5.3	In subparagraph 7.1.5.3, after the word “including” in the first line, <u>add</u> the words “the <i>Owner’s Administration Costs</i> and”.
SC43.4	7.1.7 to 7.1.10	<p><u>Add</u> new paragraphs 7.1.7, 7.1.8, 7.1.9, and 7.1.10 as follows:</p> <p>7.1.7 The <i>Owner</i> may, in its absolute discretion, terminate the <i>Contractor</i> at any time and for any no reason upon 30 days’ <i>Notice in Writing</i>.</p> <p>7.1.8 Upon termination of the <i>Contractor</i> in accordance with GC 7.1.7 and subject to amounts that may be withheld in accordance with GC 5.3.4, the <i>Owner</i> will pay for services rendered by the <i>Contractor</i> up to the effective date of termination, and the <i>Direct Costs</i> associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and construction machinery and equipment. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses, including lost profits or loss of opportunity.</p> <p>7.1.9 The <i>Owner</i> may suspend <i>Work</i> at any time for any reason and without cause upon giving the <i>Contractor</i> 10 days’ <i>Notice in Writing</i> to that effect. In such event, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of suspension and be compensated for all reasonable <i>Direct Costs</i> incurred arising from the suspension, but in no event shall the <i>Contractor</i> be entitled to be compensated for any indirect, special, or consequential losses or damages incurred.</p> <p>7.1.10 In the case of either a termination of the <i>Contract</i> or a suspension of the <i>Work</i>, the <i>Contractor</i> shall use its best commercial efforts to mitigate the financial consequences to the <i>Owner</i> arising out of the termination or suspension, as the case may be.</p>

**SC44 GC 7.2 CONTRACTOR’S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT**

SC44.1	7.2.1	<u>Delete</u> the period at the end of the sentence in paragraph 7.2.1 and <u>replace</u> it with “and within 5 <i>Working Days</i> publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i> ”.
SC44.2	7.2.2	<p><u>Delete</u> paragraph 7.2.2 and <u>replace</u> it with the following:</p> <p>7.2.2 If the <i>Work</i> is suspended or otherwise delayed for a period of 40 consecutive <i>Working Days</i> or more under a stop work order issued by a court or other public authority on account of a breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes directly by the <i>Owner</i>, the <i>Owner’s</i> other contractor(s), and relating to the <i>Work</i> or the <i>Place of the Work</i>, the <i>Contractor</i> may, without prejudice to any other right or remedy the <i>Contractor</i> may</p>



		have, terminate the <i>Contract</i> by giving the <i>Owner Notice in Writing</i> to that effect.”
SC44.3	7.2.3.1	<u>Delete</u> paragraph 7.2.3.1 and <u>replace</u> it with “Intentionally left blank”.
SC44.4	7.2.3.3	<p><u>Delete</u> paragraph 7.2.3.3 and <u>replace</u> it with the following:</p> <p>.3        The <i>Owner</i> fails to pay the <i>Contractor</i> when due the amounts certified by the <i>Consultant</i> (except where the <i>Owner</i> has issued a <i>Notice of Non-Payment</i> or otherwise has a <i>bona fide</i> claim for setoff) or awarded by <i>Adjudication</i>, arbitration, or a court; or</p>
SC44.5	7.2.3.4	<u>Delete</u> the words “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” in subparagraph 7.2.3.4.
SC44.6	7.2.4	<p><u>Add</u> the following to the end of paragraph 7.2.4:</p> <p>If the default cannot be corrected within five <i>Working Days</i>, the <i>Owner</i> shall be deemed to have cured the default if it:</p> <p>.1        commences correction of the default within the specified time;</p> <p>.2        provides the <i>Contractor</i> with an acceptable schedule for such correction; and</p> <p>.3        completes the correction in accordance with such schedule.</p>
SC44.7	7.2.5	<p><u>Delete</u> GC 7.2.5 in its entirety and <u>replace</u> it with the following:</p> <p>7.2.5    If the <i>Contractor</i> terminates the <i>Contract</i> under the conditions described in this GC 7.2, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of termination. The <i>Contractor</i> shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and construction machinery and equipment. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses.</p>

**SC45 GC 8.1 AUTHORITY OF THE CONSULTANT**

SC45.1	8.1.1	<p><u>Delete</u> the word “Differences” at the beginning of paragraph 8.1.1 and <u>replace</u> it with the following:</p> <p>Save and except where the <i>Contractor</i> has given an undertaking, in accordance with <i>the Construction Act</i>, to refer a dispute to <i>Adjudication</i>, disputes [...].</p>
--------	-------	---

**SC46 GC 8.2 ADJUDICATION**

SC46.1	8.2.2 to 8.2.6	<p><u>Add</u> new paragraphs 8.2.2, 8.2.3, 8.2.4, 8.2.5, and 8.2.6 as follows:</p> <p>8.2.2 Save and except where the <i>Contractor</i> has given an undertaking prescribed by the <i>Construction Act</i> to refer a dispute to <i>Adjudication</i>, prior to delivering a notice of <i>Adjudication</i>, the parties agree to first address all disputes with at least one in-person meeting with the <i>Owner’s</i> representative, the <i>Consultant’s</i> representative, and the <i>Contractor’s</i> representative. The parties agree that such steps will be taken to resolve any disputes in a timely and cost-effective manner.</p> <p>8.2.3 The following procedures shall apply to any <i>Adjudications</i> the parties engage in under the <i>Construction Act</i>:</p> <p>.1 any hearings shall be held in the offices of the <i>Owner</i>, or, if such offices are unavailable, another venue as the parties may agree and which is acceptable to the adjudicator;</p> <p>.2 the <i>Adjudication</i> shall be conducted in English;</p> <p>.3 each party may be represented by counsel throughout an <i>Adjudication</i>;</p> <p>.4 there shall not be any oral communications with respect to issues in dispute that are the subject of an <i>Adjudication</i> between a party and the adjudicator unless it is made in the presence of both parties or their legal representatives; and</p> <p>.5 a copy of all written communications between the adjudicator and a party shall be given to the other party at the same time.</p> <p>8.2.4 Any documents or information disclosed by the parties during an <i>Adjudication</i> are confidential and the parties shall not use such documents or information for any purpose other than the <i>Adjudication</i> in which they are disclosed and shall not disclose such documents and information to any third party, unless otherwise required by law, save and except the adjudicator.</p> <p>8.2.5 In respect of any claim or dispute, if the <i>Contractor</i> fails to comply with any of the notice requirements set out in the <i>Contract Documents</i> then the Contractor shall be barred from advancing such claim(s) or dispute(s) and shall have no entitlement whatsoever in respect of such claim(s) or dispute(s) (including to an increase in payment under the <i>Contract</i>, or an extension of <i>Contract Time</i>) and by failing to comply with the notice requirements waives the right to make any such claim(s) or dispute(s) in an <i>Adjudication</i> or in any other form of dispute resolution available</p>
--------	----------------	---

		<p>under this <i>Contract</i> or at law. This GC 8.2.5 shall operate conclusively as an estoppel and bar in the event such claims or disputes are brought in an <i>Adjudication</i> or other form of dispute resolution and the <i>Owner</i> may rely on this GC 8.2.5 as a complete defence to any such claims or disputes.</p> <p>8.2.6 The parties hereby acknowledge and agree,</p> <p>.1 that counterclaims, claims of set-off or the exercise or use of other contractual rights that permit the <i>Owner</i> to withhold, deduct or retain from monies otherwise owed to the <i>Contractor</i> under the <i>Contract</i> may be referred to, and included as part of, <i>Adjudications</i> under the <i>Construction Act</i>;</p> <p>.2 that disputes related to the termination or abandonment of the <i>Contract</i>, as well as any disputes that arise or are advanced following the termination or abandonment of the <i>Contract</i>, shall not be referred to <i>Adjudication</i> under the <i>Construction Act</i>;</p> <p>.3 that notice(s) of <i>Adjudication</i>, with respect to any dispute or claim relating to the <i>Project</i>, shall not be given, and no <i>Adjudication</i> shall be commenced following <i>Ready-for-Takeover</i>, abandonment, or termination of the <i>Contract</i>;</p> <p>.4 that any <i>Adjudication</i> between the <i>Contractor</i> and a <i>Subcontractor</i> or a <i>Supplier</i> that relates to an <i>Adjudication</i> between the <i>Owner</i> and the <i>Contractor</i> shall be joined together to be adjudicated by a single adjudicator, provided that the adjudicator agrees to do so, and the <i>Contractor</i> shall include a provision in each of its subcontracts that contain an equivalent obligation to this GC 8.2.6.4; and</p> <p>.5 that, other than where the <i>Contractor</i> is obliged to commence an <i>Adjudication</i> pursuant to an undertaking under the <i>Construction Act</i>, neither the <i>Owner</i> nor the <i>Contractor</i> shall commence an <i>Adjudication</i> during the <i>Restricted Period</i>.</p>
--	--	--

**SC47 GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION**

SC47.1	8.3.1	<p>Add the following words after the words “Construction Industry Disputes” in the second line in paragraph 8.3.1:</p> <p>...(the “<b>Rules</b>”), subject to amendments to the Rules described in Appendix 2 to these Supplementary Conditions...</p>
--------	-------	--

SC47.2	8.3.4	<p><u>Add</u> the following words to the beginning of the second sentence in paragraph 8.3.4:</p> <p>“Subject to any amendments to the <i>Rules</i>,”.</p>
SC47.3	8.3.6	<p><u>Delete</u> paragraph 8.3.6 and <u>replace</u> it with the following:</p> <p>8.3.6 By giving <i>Notice in Writing</i> to the other party, not later than 20 <i>Working Days</i> after the date of termination of the mediated negotiations under GC 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the <i>Rules</i>, subject to any amendments to the <i>Rules</i>. The arbitration shall be conducted pursuant to the <i>Arbitration Act</i>, S.O. 1991, c.17, as amended. Unless either party gives the notice contemplated by this GC 8.3.6, there shall be no arbitration of any such dispute.</p>
SC47.4	8.3.7	<p><u>Replace</u> the number “10” in line 1 of paragraph 8.3.7 with the number “20”.</p>
SC47.5	8.3.9	<p><u>Add</u> a new paragraph 8.3.9 as follows:</p> <p>8.3.9 Within five days of receipt of a <i>Notice in Writing</i> given pursuant to GC 8.3.6, the <i>Owner</i> or the <i>Contractor</i> may give the <i>Consultant</i> a written notice containing:</p> <ul style="list-style-type: none"> <li>.1 a copy of <i>Notice in Writing</i>;</li> <li>.2 a copy of Supplementary Condition 8.3.9 of this <i>Contract</i>;</li> <li>.3 any claims or issues which the <i>Contractor</i> or the <i>Owner</i>, as the case may be, wishes to raise in relation to the <i>Consultant</i> arising out of the issues in dispute in the arbitration.</li> </ul>
SC47.6	8.3.10	<p><u>Add</u> a new paragraph 8.3.10 as follows:</p> <p>8.3.10 The <i>Owner</i> and the <i>Contractor</i> agree that, if provided for in an agreement between the <i>Owner</i> and the <i>Consultant</i>, the <i>Consultant</i> may, in accordance with the requirements of such agreement, become a full party to the arbitration following delivery of the <i>Notice in Writing</i> delivered pursuant to GC 8.3.9.</p>

SC47.7	8.3.11	<p><u>Add</u> a new paragraph 8.3.11 as follows:</p> <p>8.3.11 If the <i>Consultant</i> becomes a party to the arbitration, the <i>Consultant</i> may participate in the appointment of the arbitrator and, notwithstanding the <i>Rules</i>, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the responding party receives a copy of the notice of arbitration.</p>
SC47.8	8.3.12	<p><u>Add</u> a new paragraph 8.3.12 as follows:</p> <p>8.3.12 The arbitrator in the arbitration of which the <i>Consultant</i> become a full party may:</p> <ul style="list-style-type: none"><li>.1 on application of the <i>Owner</i> or the <i>Contractor</i> determine whether the <i>Consultant</i> is entitled to be a party to the arbitration, and;</li><li>.2 make any procedural order considered necessary to facilitate the addition of the <i>Consultant</i> as a party to the arbitration.</li></ul>
SC47.9	8.3.13	<p><u>Add</u> a new paragraph 8.3.13 as follows:</p> <p>8.3.13 The option to provide <i>Notice in Writing</i> in accordance with GC 8.3.9 shall apply <i>mutatis mutandis</i> to written notice to be given by the <i>Consultant</i> to any sub-consultant.</p>
SC47.10	8.3.14	<p><u>Add</u> a new paragraph 8.3.14 as follows:</p> <p>8.3.14 In the event of notice of arbitration given by the <i>Consultant</i> to a sub-consultant, the sub-consultant, to extent possible, is deemed to be bound by the arbitration proceeding.</p>
SC47.11	8.3.15	<p><u>Add</u> a new paragraph 8.3.15 as follows:</p> <p>8.3.15 The parties agree that the periods for notice provided in this PART 8 DISPUTE RESOLUTION only are to be construed liberally. The parties further agree that neither will take advantage of an inadvertent failure by the other to give one or more of the notices provided by the said PART 8.</p>

**SC48 GC 8.4 RETENTION OF RIGHTS**

SC48.1	8.4.2	<p><u>Renumber</u> paragraph 8.4.2 as paragraph 8.4.2.1 and <u>add</u> new paragraph 8.4.2.2 as follows:</p> <p>8.4.2.2 If the <i>Owner</i> gives the notice in writing described in GC 8.3.6 to have a dispute resolved by arbitration, the <i>Contractor</i> agrees that this GC 8.4.2.2 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute as otherwise resolved between the parties. In no event shall the <i>Contractor</i> be deprived of its right to enforce its lien against the <i>Project</i> should the <i>Owner</i> fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this GC 8.4.2.2 shall prevent the <i>Contractor</i> from taking the steps required by the <i>Construction Act</i> to preserve and/or perfect a lien to which it may be entitled.</p>
--------	-------	---

**SC49 GC 9.1 PROTECTION OF WORK AND PROPERTY**

SC49.1	9.1.1.1	<p><u>Add</u> the following words at the end of subparagraph 9.1.1.1:</p> <p>...which the <i>Contractor</i> could not reasonably have discovered applying the standard of care described in GC 3.12.1;</p>
SC49.2	9.1.5	<p><u>Add</u> a new paragraph 9.1.5 as follows:</p> <p>9.1.5 Without in any way limiting the <i>Contractor's</i> obligations under this GC 9.1, should the <i>Contractor</i> or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the <i>Owner</i> or third parties, the <i>Contractor</i> shall be liable for the replacement cost of the trees or other plantings damaged, including the cost of any arborist or other <i>Consultant</i>, and such costs may be deducted by the <i>Owner</i> from amounts otherwise owing to the <i>Contractor</i>.</p>

**SC50 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

SC50.1	9.2.1	<p><u>Add</u> the following to the end of paragraph 9.2.1:</p> <p>"For the purposes of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, <i>Excess Soil</i> shall not be considered a 'toxic and hazardous substance'."</p>
--------	-------	--

SC50.2	9.2.5.5	<p><u>Add</u> new subparagraph 9.2.5.5 as follows:</p> <p>.5 In addition to the steps described in GC 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.</p>
SC50.3	9.2.6	<p><u>Add</u> the following to paragraph 9.2.6 after the word “responsible” in line two:</p> <p>...or whether any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the <i>Owner</i> or others,</p>
SC50.4	9.2.8	<p><u>Add</u> the following after the word “responsible” in line two of paragraph 9.2.8:</p> <p>...or that any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the <i>Owner</i> or others,...</p>
SC50.5	9.2.10 and 9.2.11	<p><u>Add</u> new paragraphs 9.2.10 and 9.2.11 as follows:</p> <p>9.2.10 Without limiting its other obligations under this GC9.2, the <i>Contractor</i> acknowledges that its obligations under the Contract include compliance with the Environmental Programs, including, but not limited to, the Asbestos Abatement Program. The <i>Contractor</i> acknowledges that the <i>Owner</i> may suffer loss and damage should the <i>Contractor</i> fail to comply with the Environmental Programs and agrees to indemnify and hold harmless the <i>Owner</i> with respect to any loss or damage to which the <i>Owner</i> is exposed by the <i>Contractor's</i> failure to comply. The <i>Contractor</i> expressly agrees that such loss and damage shall be included within the scope of the <i>Contractor's</i> indemnity described in GC 13.1.1 of the General Conditions. The <i>Contractor</i> acknowledges that should it fail to comply with the Environmental Programs, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of GC 7.1.2.</p>

		<p>9.2.11 No less than forty-eight (48) hours prior to the commencement of the <i>Work</i> by the <i>Contractor</i> or any of its <i>Subcontractors</i>, the <i>Contractor</i> shall provide to the <i>Owner</i> an “Asbestos Awareness Training Form”, confirming that each worker at the <i>Place of the Work</i>, including supervisory personnel, (for purposes of this paragraph, a “<b>Worker</b>”) has received asbestos-carrying material awareness training to enable the <i>Contractor</i> to meet its obligations under the <i>Environmental Programs</i>, including the <i>OHSA</i>, all as set out in the <i>Contract</i>. The <i>Owner</i> reserves the right, by <i>Notice in Writing</i>, to require the <i>Workers</i> to attend asbestos awareness training provided by the <i>Owner</i>. The cost of such <i>Worker</i> training, whether provided by the <i>Owner</i> or others, shall be borne by the <i>Contractor</i>.</p>
--	--	---

**SC51 GC 9.4 CONSTRUCTION SAFETY**

SC51.1	9.4.1	<p><u>Delete</u> paragraph 9.4.1 in its entirety and <u>replace</u> it with the following:</p> <p>9.4.1 The <i>Contractor</i> shall be solely responsible for construction safety at the <i>Place of the Work</i> and for compliance with the rules, regulations and practices required by the <i>OHSA</i>, including but not limited to those of the “constructor” and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i>.</p>
SC51.2	9.4.2	<p><u>Add</u> the following words after “and the <i>Contractor</i> in paragraph 9.4.2:</p> <p>“, <i>Subcontractors</i>, and <i>Suppliers</i>”.</p>
SC51.3	9.4.3	<p><u>Add</u> the following words after “and the <i>Contractor</i> in paragraph 9.4.3:</p> <p>“, <i>Subcontractors</i>, and <i>Suppliers</i>”.</p>
SC51.4	9.4.4	<p><u>Delete</u> paragraph 9.4.4 in its entirety and <u>replace</u> it with “[Intentionally blank].”</p>
SC51.5	9.4.5	<p><u>Delete</u> paragraph 9.4.5 in its entirety and <u>replace</u> it with the following:</p> <p>9.4.5 Prior to the commencement of the <i>Work</i>, the <i>Contractor</i> shall submit to the <i>Owner</i>:</p> <p>.1 a current WSIB clearance certificate;</p>



		<p>.2 a completed and executed COVID-19 Acknowledgement Form available for download at: <a href="https://ehs.utoronto.ca/wp-content/uploads/2020/08/UofT-Contractor-COVID-safety-acknowledgement-form-August-10-2020_Final.pdf">https://ehs.utoronto.ca/wp-content/uploads/2020/08/UofT-Contractor-COVID-safety-acknowledgement-form-August-10-2020_Final.pdf</a>;</p> <p>.3 copies of the <i>Contractor's</i> insurance policies having application to the <i>Project</i> or certificates of insurance, at the option of the <i>Owner</i>;</p> <p>.4 documentation of the <i>Contractor's</i> in-house safety-related programs; and</p> <p>.5 a copy of the Notice of <i>Project</i> filed with the Ministry of Labour naming itself as "constructor" under the <i>OHSA</i>.</p>
SC51.6	9.4.6 to 9.4.9	<p><u>Add</u> new paragraphs 9.4.6, 9.4.7, 9.4.8, and 9.4.9 as follows:</p> <p>9.4.6 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, its agents, officers, directors, employees, <i>Consultants</i>, successors and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under <i>OHSA</i>, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.</p> <p>9.4.7 The <i>Owner</i> undertakes to include in its contracts with other contractors and/or in its instructions to its own forces the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the <i>Contractor</i> with respect to occupational health and safety and related matters. The text of such instruction is attached to the Supplementary Conditions as Appendix 3.</p> <p>9.4.8 <u>The <i>Contractor</i> agrees to follow the protocols and guidelines as provided in the COVID-19 Acknowledgement Form at Appendix 4 and shall incorporate such protocols and guidelines into its safety-related program for this <i>Project</i>. Any failure by the <i>Contractor</i> to comply with the protocols and guidelines provided in the COVID-19 Acknowledgement Form:</u></p> <p><u>.1 may result in the <i>Owner</i> contacting the Ministry of Labour to request an inspection or otherwise notify the Ministry of Labour of the <i>Contractor's</i> non-compliance; and</u></p> <p><u>.2 pursuant to GC 7.1.2, shall entitle the <i>Owner</i> to deliver a <i>Notice in Writing</i> to the <i>Contractor</i> that the <i>Contractor</i> is in default of its contractual obligations.</u></p> <p>9.4.9 <u>The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, its agents, officers, directors, employees, <i>Consultants</i>, successors and assigns from and against any consequences, fines, or penalties issued by the Ministry of Labour or any other authority having jurisdiction, arising from the <i>Contractor's</i> failure to comply with</u></p>

		<u>the COVID-19 Acknowledgement Form.</u>
--	--	---

**SC52 GC 9.5 MOULD**

SC52.1	9.5.3.3	<p><u>Delete</u> subparagraph 9.5.3.3 in its entirety and <u>replace</u> it with the following:</p> <p>9.5.3.3 Extend the <i>Contract</i> Time for such reasonable time as the <i>Consultant</i> may recommend on consultation with the <i>Contractor</i> and the <i>Owner</i>. If, in the opinion of the <i>Consultant</i>, the <i>Contractor</i> has been delayed in performing the <i>Work</i> and/or has incurred additional costs under GC 9.5.1.2, the <i>Owner</i> shall reimburse the <i>Contractor</i> for the <i>Direct Costs</i> incurred as a result of the delay and as a result of taking those steps, and...</p>
--------	---------	---

**SC53 GC 10.1 TAXES AND DUTIES**

SC53.1	10.1.2	<p><u>Add</u> the following sentence at the end of paragraph 10.1.2:</p> <p>For greater certainty, the <i>Contractor</i> shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the <i>Owner</i> shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes.</p>
SC53.2	10.1.3 to 10.1.6	<p><u>Add</u> new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 as follows:</p> <p>10.1.3 Where an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes is applicable to the Contract, the <i>Contractor</i> shall, at the request of the <i>Owner</i> or the <i>Owner's</i> representative, assist, join in, or make application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the <i>Owner</i>. The <i>Contractor</i> agrees to endorse over the <i>Owner</i> any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this GC 10.1.3.</p> <p>10.1.4 The <i>Contractor</i> shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and <i>Value Added Taxes</i> paid.</p> <p>10.1.5 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or <i>Value Added Tax</i>, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the <i>Owner</i>. The <i>Contractor</i> agrees to cooperate with the <i>Owner</i> and to obtain from all <i>Subcontractors</i> and <i>Suppliers</i> cooperation with the <i>Owner</i> in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an</p>

		<p>application for any such refund or exemption and providing to the <i>Owner</i> copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the <i>Owner</i>, or shall be a credit to the <i>Owner</i> against the <i>Contract Price</i>, in the <i>Owner's</i> discretion.</p> <p>10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the <i>Contractor</i> shall not be treated as a tax or customs duty for purposes of this GC 10.1</p>
--	--	---

**SC54 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

SC54.1	10.2.3	<p><u>Add</u> the following sentence to the end of paragraph 10.2.3:</p> <p>Without limiting the generality of this GC 10.2.3, the <i>Contractor</i> is responsible for procuring, and, as a part of the <i>Contract Price</i>, paying for, all permits, approvals and disposal fees, costs and expenses as required by the <i>Excess Soil Regulation</i> for the performance of the <i>Work</i>.</p>
SC54.2	10.2.5	<p><u>Add</u> the words, "Subject to GC 3.15.1" to the beginning of paragraph 10.2.5.</p> <p>-and-</p> <p><u>Add</u> the following to the end of the second sentence of paragraph 10.2.5:</p> <p>"...and no further <i>Work</i> on the affected components of the <i>Contract</i> shall proceed until these changes to the <i>Contract Documents</i> have been obtained by the <i>Contractor</i> from the <i>Consultant</i>."</p> <p>-and-</p> <p><u>Add</u> the following sentence to the end of paragraph 10.2.5:</p> <p>"The <i>Contractor</i> shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The <i>Contractor</i> shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code."</p>
SC54.3	10.2.6	<p><u>Add</u> the following sentence to the end of paragraph 10.2.6:</p> <p>"In the event the <i>Owner</i> suffers loss or damage as a result of the <i>Contractor's</i> failure to comply with GC 10.2.5, and notwithstanding any limitations described in GC 13.1.1, the <i>Contractor</i> agrees to indemnify and to hold harmless the <i>Owner</i> and the <i>Consultant</i> from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the <i>Contractor</i>."</p>

SC54.4	10.2.7	<p><u>Add</u> the words “ which changes were not, or could not have reasonably been known to the <i>Owner</i> or to the <i>Contractor</i>, as applicable, at the time the <i>Contractor</i> submitted its <i>Procurement Response</i> and which changes did not arise as a result of a public emergency or other <i>Force Majeure</i> event” to the second line of paragraph 10.2.7, after the words “authorities having jurisdiction”.</p>
SC54.5	10.2.8	<p><u>Add</u> a new paragraph 10.2.8 as follows:</p> <p>10.2.8 The <i>Contractor</i> acknowledges and agrees that it shall at all times comply with the University of Toronto Code of Ethics and the commitments set out in all <i>Owner</i> policies (available on the University of Toronto’s website) including the following:</p> <ul style="list-style-type: none"> <li>.1 In the performance of the <i>Work</i>, the <i>Contractor</i> shall at all times comply with the <i>Accessibility for Ontarians with Disabilities Act, 2005</i>, and all regulations made thereunder (“<b>AODA</b>”). Without limiting the generality of the foregoing, the <i>Contractor</i> shall have in place all accessibility plans, policies, practices and procedures required by AODA and shall ensure that all personnel of the <i>Contractor</i> engaged in performing the <i>Work</i>, including without limitation those personnel of the <i>Contractor</i> who may deal with members of the public or other third parties on behalf of the <i>Owner</i>, have received all training required by AODA. The <i>Owner</i> shall have the right, upon request, to inspect and obtain copies of the accessibility plans, policies, practices and procedures maintained by the <i>Contractor</i> in relation to AODA, as well as reasonable evidence that personnel of the <i>Contractor</i> performing the <i>Work</i> have received all training required by AODA. In delivering the <i>Work</i>, the <i>Contractor</i> shall provide information and communications in accessible formats and with communication supports, upon request by the <i>Owner</i>, members of the public or other third parties, in accordance with the requirements of AODA.</li> <li>.2 The <i>Contractor</i> shall familiarize itself with Ministry of Labour Guidelines for Contractors found at:   <a href="https://www.labour.gov.on.ca/english/hs/pubs/constructor/">https://www.labour.gov.on.ca/english/hs/pubs/constructor/</a> </li> </ul>

**SC55 GC 10.4 WORKERS' COMPENSATION**

SC55.1	10.4.1	<p><u>Delete</u> paragraph 10.4.1 and <u>replace</u> it with the following:</p> <p>“Prior to commencing the <i>Work</i>, and with each application for payment thereafter, the <i>Contractor</i> shall provide a Clearance Certificate from WSIB.”</p>
--------	--------	--

**SC56 GC 11.1 INSURANCE**

SC56.1	11.1.0	<p><u>Add new paragraph 11.1.0 as follows:</u></p> <p><u>11.1.0 Subject to any other provision of this Contract, a claim by the Contractor for an increase to the insurance premium required pursuant to this GC 11.1 will be conditional upon the Owner's receipt of an updated certificate of insurance. Any claim by the Contractor for an increase as described under this GC 11.1.0, including as a part of a Change Order or Change Directive, may only occur once every three months. For clarity, a request by the Contractor under this GC 11.1.0 may occur at a frequency longer than three months but shall not occur any less than every three months.</u></p>
SC56.2	11.1	<p>Where the Contractor's proposed Contract Price in its Procurement Response is \$5,000,000 or more, <u>delete</u> paragraph 11.1 in its entirety and <u>replace</u> it with the following:</p> <p>11.1.1 Without restricting the generality of GC13.1 – INDEMNIFICATION, the Owner shall provide, maintain and pay for insurance coverage against "all risks" of physical loss or damage to the Work including materials and supplies on site but excluding machinery, equipment, tools and temporary structures or facilities used in carrying out the Work, all on a full replacement value basis and subject to normal insurance policy exclusions. Such insurance shall include the Consultant, the Contractor and all Subcontractors as additional insureds as their respective interests may appear and will be maintained in full force until the date of issuance of the certificate of Substantial Performance of the Work.</p> <p>Regardless of the actual deductible amount in the policy, all losses shall be adjusted as though such deductible were (\$10,000) and the Contractor will be solely responsible for losses below this amount. The Contractor may provide at its own expense such additional insurance as it may desire to protect itself with respect to damage not otherwise covered.</p> <p>11.1.2 The Owner shall provide and pay for Comprehensive General Liability insurance (known as "Wrap Up Liability") in form and terms satisfactory to the Owner with a limit of not less than \$10 million per occurrence for bodily injury, death and damage to property, including loss of use thereof. Such policy shall include provisions for blanket contractual liability, cross liability and products and completed operations liability. The policy shall be maintained continuously in full force until the date issuance of the certificate of Substantial Performance of the Work, except for the coverage referred to above as products and completed operations liability which shall run for a further 24 months from the date of issuance of the certificate of Substantial Performance of the Work. Such insurances will include the Consultant (but not with respect to professional liability), the Contractor and all Subcontractors as additional insureds and shall include a waiver of subrogation rights by the insurer against any insured.</p> <p>11.1.3 The Contractor shall provide "all risks" Contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, and such insurance shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The Policies shall be</p>

		<p>endorsed to provide the <i>Owner</i> with not less than fifteen (15) days' written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the <i>Contractor</i> for self-insurance, the <i>Owner</i> agrees to waive the equipment insurance requirement.</p> <p>11.1.4 The <i>Contractor</i> will be responsible for arranging satisfactory liability insurance covering owned or non-owned licensed vehicles, aircraft or watercraft used directly or indirectly in the performance of the <i>Work</i> in form and limits acceptable to the <i>Owner</i> and shall provide satisfactory evidence of coverage to the <i>Owner</i> prior to commencement of the <i>Work</i>.</p> <p>11.1.5 In the event of a loss, the <i>Contractor</i> shall immediately proceed to restore the <i>Work</i> without awaiting the determination of the amount recoverable or the payment of any monies under the policy of insurance. The <i>Contractor</i> shall be entitled to a reasonable extension of <i>Contract Time</i> to the extent that the critical path of the construction schedule is affected, but damage to the <i>Work</i> shall not otherwise diminish its obligations under the <i>Contract</i>.</p> <p>11.1.6 All occurrences and claims shall be reported immediately in writing to the <i>Owner</i> providing at least the following particulars:</p> <ul style="list-style-type: none"> <li>.1 date, time and location of occurrence;</li> <li>.2 cause and description of circumstances;</li> <li>.3 estimate of loss or damage;</li> <li>.4 names and telephone numbers of persons to contact.</li> </ul>
--	--	--

**SC57 GC 12.1 READY-FOR-TAKEOVER**

SC57.1	12.1.1	<p><u>Delete</u> paragraph 12.1.1 in its entirety and <u>replace</u> it with the following:</p> <p>12.1.1 <i>Ready-for-Takeover</i> shall be achieved when all of the following has occurred, as verified and approved by the <i>Owner</i>:</p> <ul style="list-style-type: none"> <li>.1 <i>Substantial Performance of the Work</i> has been achieved, as certified by the <i>Consultant</i>;</li> <li>.2 a permit for <i>Occupancy</i> has been obtained from the authorities having jurisdiction;</li> <li>.3 final cleaning and waste removal, as required by the <i>Contract Documents</i>;</li> <li>.4 <u>the <i>Contractor</i> has delivered to the <i>Consultant</i> and the <i>Owner</i> all inspection certificates from authorities having jurisdiction with respect to any component of the <i>Work</i> which has been completed;</u></li> <li>.5 <u>subject only to GC 12.1.2,</u> the entire <i>Work</i> has been completed to the requirements of the <i>Contract Documents</i>, including completion of all items on the punch list prepared for achieving <i>Substantial Performance of the Work</i></li> </ul>
--------	--------	--

		<p>and the <i>Work</i> is being used for its intended purpose, and is so certified by the <i>Consultant</i>;</p> <p>.6 <u>subject only to GC 12.1.2, the Contractor has submitted to the Owner and the Consultant in a collated and organized matter, all written</u> guarantees, warranties, certificates, testing <u>and balancing reports, distribution system diagrams, Shop Drawings, maintenance and operating instructions,</u> spare parts, maintenance <u>manuals</u> and any other <u>materials</u> or documentation required <u>by the Contract Documents</u> not submitted to the <i>Owner</i> pursuant to GC 5.4.4;</p> <p>.7 <u>subject only to GC 12.1.2, all Products, systems and components of the Project</u> have been commissioned and certified for operation and accepted by the <i>Owner</i> and <i>Consultant</i>;</p> <p>.8 <u>subject only to GC 12.1.2, the Contractor has submitted to the Owner and the Consultant full and complete As-Built Drawings and Specifications revised by the Contractor to reflect the as-built state of the Work, clearly showing changes to the Drawings and Specifications from the original Contract Documents, all of which have been approved by the Owner acting reasonably.</u></p>
SC57.2	12.1.2	<p><u>Delete paragraph 12.1.2 in its entirety and replace it with the following:</u></p> <p>12.1.2 <u>The Owner may, in its sole, absolute, and unfettered discretion, waive in writing compliance with a requirement, or a part thereof, for achieving Ready-for-Takeover set out in GC 12.1.1.5 to 12.1.1.8 (inclusive). Where the Owner exercises the discretion afforded under this GC 12.1.2, the Contractor shall be required to comply with GC 5.5.1.2 as part of its application for final payment and the Owner and the Contractor, in consultation with the Consultant, shall establish a reasonable date for completing the Work.</u></p>
SC57.3	12.1.3	<p><u>Delete paragraph 12.1.3 in its entirety and replace it with the following:</u></p> <p><u>12.1.3 When the Contractor considers that the Work is Ready-for-Takeover, it shall submit a written application to the Owner and the Consultant for review.</u></p>
SC57.4	12.1.4	<p><u>Delete paragraph 12.1.4 and replace it with the following:</u></p> <p>12.1.4 The <i>Consultant</i> and the <i>Owner</i> will review the <i>Work</i> and the requirements of GC 12.1.1 to verify the validity of the <i>Contractor's</i> application and will promptly, and in any event, no later than 10 <i>Working Days</i> after receipt of the <i>Contractor's</i> application:</p> <p>.1 advise the <i>Contractor</i> in writing that <i>Ready-for-Takeover</i> has not been achieved and give reasons why; or</p> <p>.2 the <i>Owner</i> shall verify and approve that <i>Ready-for-Takeover</i> has been achieved and the <i>Consultant</i> shall certify and confirm in writing to the <i>Owner</i> and the <i>Contractor</i> the date the <i>Ready-for-Takeover</i> was achieved.</p>

		Such certification by the <i>Consultant</i> , for all intents and purposes, shall be equivalent to certification of “Total Performance of the Work”.
SC57.5	12.1.5	<u>Delete</u> paragraph 12.1.5 in its entirety and <u>replace</u> it with the following:  12.1.5 Following the confirmation of the date of <i>Ready-for-Takeover</i> by the <i>Consultant</i> and as confirmed by the <i>Owner</i> , the <i>Contractor</i> <u>may</u> submit a final application for payment in accordance with GC 5.5 – FINAL PAYMENT.
SC57.6	12.1.6	<u>Delete</u> paragraph 12.1.6 in its entirety and <u>replace</u> it with “[Intentionally left blank].”

**SC58 GC 12.2 EARLY OCCUPANCY BY THE OWNER**

SC58.1		<p><u>Delete</u> GC 12.2 – EARLY OCCUPANCY BY THE OWNER in its entirety and <u>replace</u> it with the following:</p> <p><b>GC 12.2 USE AND EARLY OCCUPANCY BY THE OWNER</b></p> <p>12.2.1 Without any limitation to any other right of the Owner herein, the <i>Owner</i> reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the <i>Project</i> even though the <i>Work</i> may not have reached Substantial Performance of the <i>Work</i>, provided that such taking possession and use will not interfere, in any material way, with the progress of the <i>Work</i>. The taking of possession or use of any such portion of the <i>Project</i> shall: not:</p> <ol style="list-style-type: none"> <li>.1 be deemed to be the Owner’s acknowledgement or acceptance of the <i>Work</i> or <i>Project</i>;</li> <li>.2 relieve or limit the <i>Contractor</i> or its surety of any of its obligations under the Contract or liability that has arisen, or may arise, from the performance of the <i>Work</i>;</li> <li>.3 waive the Owner’s right to charge the Contractor liquidated damages in accordance with the Contract; or</li> <li>.4 affect the warranty period or the warranties set out in the Contract.</li> </ol> <p>12.2.2 Whether the <i>Project</i> contemplates <i>Work</i> by way of renovations in buildings which will be in use or be occupied during the course of the <i>Work</i> or where the <i>Project</i> involves <i>Work</i> that is adjacent to a structure which is in use or is occupied, the <i>Contractor</i>, without in any way limiting its responsibilities under this <i>Contract</i>, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of</p>
--------	--	---



		the users and occupants of such structures or adjacent structures.
--	--	--

**SC59 GC 12.3 WARRANTY**

SC59.1	12.3.1	<p><u>Add</u> the following sentence to the end of paragraph 12.3.1:</p> <p>Where the <i>Contractor</i> has been permitted to make use of permanent equipment or systems, as provided in GC3.14, prior to the <i>Contractor</i> achieving <i>Ready-for-Takeover</i>, <u>the <i>Contractor</i> shall at the time of the <i>Contractor's</i> application for certification of <i>Ready-for-Takeover</i> replace (i.e. top-up) all consumables related to such permanent equipment or systems, and such permanent equipment or system shall be subject to the same warranty as described in this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the <i>Contractor</i>, except for normal commissioning and startup activities, prior to the date of <i>Ready-for-Takeover</i>.</u></p>
SC59.2	12.3.2	<p><u>Add</u> the words "Subject to GC 3.12.1," at the beginning of paragraph 12.3.2.</p>
SC59.3	12.3.3	<p><u>Delete</u> paragraph 12.3.3 in its entirety and <u>replace</u> it with the following:</p> <p>The <i>Owner</i> shall promptly give the <i>Contractor</i> <i>Notice in Writing</i> of:</p> <ul style="list-style-type: none"> <li>.1 observed defects and deficiencies which occur during the one-year warranty period; and</li> <li>.2 any latent defects which could not have been reasonably discovered until after the expiry of the one-year warranty period.</li> </ul>
SC59.4	12.3.4	<p><u>Add</u> the following sentence to the end of paragraph 12.3.4:</p> <p>The <i>Contractor</i> shall also correct promptly, at the <i>Contractor's</i> expense, latent defects or deficiencies in the <i>Work</i> which could not have been reasonably discovered until after the one-year warranty period.</p>
SC59.5	12.3.6	<p><u>Add</u> the following to the end of the second sentence in paragraph 12.3.6:</p> <p>" , shall commence no earlier than the date <i>Ready-for-Takeover</i> occurs, and shall not require any confirmation, execution, acknowledgment or other action by the <i>Owner</i> to be effective as of the date of <i>Ready-for-Takeover</i>."</p>

SC59.6	12.3.7 to 12.3.10	<p><u>Add</u> new paragraphs 12.3.7, 12.3.8, 12.3.9, and 12.3.10 as follows:</p> <p>12.3.7 Where required by the <i>Contract Documents</i>, provide a maintenance bond as security for the performance of the <i>Contractor's</i> warranty obligations set out in GC 12.3 – WARRANTY.</p> <p>12.3.8 The <i>Contractor</i> shall assign to the <i>Owner</i> all warranties, guarantees or other obligations for <i>Work</i>, services or <i>Products</i> performed or supplied by any <i>Subcontractor</i>, <i>Supplier</i> or other person in connection with the <i>Work</i> and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the <i>Owner</i> under the <i>Contract Documents</i>. Until the expiry of the relevant warranty periods enforceable against the <i>Contractor</i>, the <i>Owner</i> shall have in its custody all warranties, guarantees and other obligations to third parties respecting the <i>Work</i>.</p> <p>12.3.9 The <i>Contractor</i> shall provide to the <i>Owner</i>, consolidated in a binder, fully and properly completed and signed copies of all warranties and guarantees required by the <i>Contract Documents</i>, containing:</p> <ul style="list-style-type: none"><li>.1 the proper name of the <i>Owner</i>;</li><li>.2 the proper name and address of the <i>Project</i>;</li><li>.3 the date the warranty commences, which shall be at the date of <i>Ready-for-Takeover</i> unless otherwise agreed upon by the <i>Owner</i> in writing;</li><li>.4 a clear definition of what is being warranted and/or guaranteed as required by the <i>Contract Documents</i>; and</li><li>.5 the signature and seal of the company issuing the warranty.</li></ul> <p>12.3.10 The <i>Contractor</i> shall commence or correct any deficiency within 2 <i>Working Days</i> after receiving a notice from the <i>Owner</i> or the <i>Consultant</i>, and shall complete the <i>Work</i> as expeditiously as possible, except in the case where the deficiency prevents maintaining security or where basic systems essential to the ongoing business of the <i>Owner</i> and/or its tenants cannot be maintained operational as designed. In those circumstances all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the <i>Contractor</i> fail to provide this emergency service within 8 hours of a request being made during the normal business hours of the <i>Contractor</i>, the <i>Owner</i> is authorized to carry out all necessary repairs or replacements at the <i>Contractor's</i> expense.</p>
--------	-------------------------	---

**SC60 GC 13.1 INDEMNIFICATION**

<p>SC60.1</p>	<p>13.1.1 to 13.1.4</p>	<p><u>Delete</u> paragraphs 13.1.1 through 13.1.6 in their entirety and <u>replace</u> them with the following:</p> <p>13.1.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i> and the <i>Consultant</i>, their agents, employees and assigns from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable to the <i>Contractor's</i> or any Subcontractor's performance or non-performance of the Contract, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the <i>Contractor</i> will save harmless the <i>Owner</i> from all claims made by any party other than the <i>Contractor</i> itself, financial or otherwise, relating to labour and materials furnished by the <i>Contractor</i> or by others for the <i>Work</i>.</p> <p>13.1.2 It is the intention of the parties that the <i>Consultant</i>, its officers, agents, partners, employees, directors and insurers, as well as any <i>Subconsultants</i>, or other <i>Consultants</i> retained with respect to the <i>Project</i>, and their officers, agents, partners, employees, directors and insurers, is to benefit from the indemnification and hold harmless provisions of GC 13.1.1.</p> <p>13.1.3 The <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i>, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the <i>Contractor's</i> performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the <i>Place of the Work</i>.</p> <p>13.1.4 Notwithstanding the provisions of GC1.1 - CONTRACT DOCUMENTS, GC 1.1.6, GC13.1 - INDEMNIFICATION shall govern over the provisions of GC 1.3.1 of GC1.3 – RIGHTS AND REMEDIES.</p>
---------------	---------------------------------	---

**SC61 GC 13.2 WAIVER OF CLAIMS**

<p>SC61.1</p>	<p>13.2.1 to 13.2.2</p>	<p><u>Delete</u> paragraphs 13.2.1 through 13.2.10 and <u>replace</u> them with the following:</p> <p>13.2.1 As of the date of the final certificate for payment, the <i>Owner</i> expressly waives and releases the <i>Contractor</i> from all claims against the <i>Contractor</i> including without limitation those that might arise from negligence or breach of contract by the <i>Contractor</i> except for one or more of the following:</p> <p>.1 those made in writing prior to the date of the final certificate for payment and still unsettled;</p> <p>.2 those arising from the provisions of GC12.3 – WARRANTY or GC13.1 – INDEMNIFICATION;</p>
---------------	---------------------------------	--

		<p>.3 those arising from GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the <i>Contractor</i> bringing or introducing any toxic or hazardous substances and materials to the <i>Place of the Work</i> after the <i>Contractor</i> commences the <i>Work</i>;</p> <p>.4 those made by <i>Notice in Writing</i> within a period of six years from the date of <i>Substantial Performance of the Work</i> as set out in the certificate of <i>Substantial Performance of the Work</i>, or within such shorter period as may be prescribed in any limitation statute of the province or territory of the <i>Place of the Work</i> and arising from any liability of the <i>Contractor</i> for damages resulting from the <i>Contractor's</i> performance of the <i>Contract</i> with respect to substantial defects or deficiencies in the <i>Work</i> for which the <i>Contractor</i> is proven responsible. As used herein, “substantial defects or deficiencies” means those defects or deficiencies in the <i>Work</i> where the reasonable cost of repair of such defects or deficiencies exceeds:</p> <p>.1 for a <i>Contract Price</i> of \$2,000,000 or less, the sum of \$50,000, before GST;</p> <p>.2 for a <i>Contract Price</i> of \$2,000,000 or more, the sum of \$100,000, before GST.</p> <p>13.2.2 As of the date of certificate of <i>Substantial Performance of the Work</i>, the <i>Contractor</i> expressly waives and releases the <i>Owner</i> from all claims which it has or reasonably ought to have knowledge of that could be advanced against the <i>Owner</i> including without limitation those that might arise from the negligence or breach of contract by the <i>Owner</i> except:</p> <p>.1 those made in writing prior to the <i>Contractor's</i> application for final payment and still unsettled; and</p> <p>.2 those arising from the provisions of GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 – PATENT FEES.</p>
--	--	--

**SC62 PART 14 OTHER PROVISIONS**

SC62.1	14.1	<p><u>Add new GC 14.1 CONTRACT SECURITY as follows:</u></p> <p><b>GC 14.1 CONTRACT SECURITY</b></p> <p>14.1.1 Where the <i>Contract Price</i> is greater than \$500,000.00 (excluding HST), prior to commencement of the <i>Work</i>, the <i>Contractor</i> shall furnish a performance bond in favour of the <i>Owner</i>, covering the faithful performance of the <i>Contract</i>, including the payment obligations arising there under, made upon the form prescribed by <i>the Construction Act</i> (Form 32) and issued by such surety company(ies) licensed under the <i>Insurance Act</i> to write surety and fidelity insurance and are approved by the <i>Owner</i>. The bond shall be for fifty per cent (50%) of the <i>Contract Price</i> or such</p>
--------	------	---

		<p>greater amount as may be specified in the <i>Contract Documents</i>.</p> <p>14.1.2 Where the <i>Contract Price</i> is greater than \$500,000.00 (excluding HST), prior to commencement of the <i>Work</i>, the <i>Contractor</i> shall furnish a labour and material payment bond in favour of the <i>Owner</i> that extends protection to <i>Subcontractors</i> and <i>Suppliers</i> in the form prescribed by <i>the Construction Act</i> (Form 31) and issued by such surety company(ies) licensed under the <i>Insurance Act</i> to write surety and fidelity insurance and are approved by the <i>Owner</i>. The bond shall be for fifty per cent (50%) of the <i>Contract Price</i> or such greater amount as may be specified in the <i>Contract Documents</i>.</p> <p>14.1.3 The <i>Contractor</i> represents and warrants that it has provided its surety with a copy of the Contract prior to the issuance of such bonds.</p> <p>14.1.4 It is the intention of the Contract that the performance bond shall be applicable to all of the <i>Contractor's</i> obligations under this Contract and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply.</p> <p>14.1.5 The <i>Contractor</i> shall extend both the performance bond and labour and material bond obtained in accordance with GC 14.1.1, 14.1.2, 14.1.3, and 14.1.4 in the event of a delay dispute with the <i>Owner</i>.</p> <p><u>14.1.6 Notwithstanding any other provision of this Contract, a claim by the Contractor for an increase to the Contract Price as a result of an increase in the premiums for the bonds required under this GC 14.1 will be conditional upon the Owner's receipt of (a) an updated copy of the applicable bond (or a rider to the applicable bond) showing the increase in the value of the bond, and (b) an invoice, voucher, or other request for payment from the applicable surety company showing the amount of increase to the premiums. Any claim by the Contractor for an increase to the Contract Price as described under this GC 14.1.6, including as a part of any Change Order or Change Directive, may only occur once during each 3-month period for the duration of the Project.</u></p>
SC62.2	14.2	<p><u>Add new GC 14.2 GENERAL LABOUR CONDITIONS as follows:</u></p> <p><b>“GC 14.2 GENERAL LABOUR CONDITIONS</b></p> <p>14.2.1 Any part of the <i>Work</i> performed by the <i>Contractor</i> on behalf of the <i>Owner</i> that falls under the provisions of any collective agreements by which the <i>Owner</i> is bound, or which the <i>Owner</i> is contractually required to apply to the <i>Project</i>, shall in each case be performed by employees covered by the applicable collective agreement. Without limiting the generality of the foregoing, such collective agreements include:</p> <p>.1 Where applicable, the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, and its affiliated locals, including IBEW Local 353;</p> <p>.2 Where applicable, the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the</p>

		<p>construction industry in the Province of Ontario between the Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council, and its affiliated locals, including UA Local 46;</p> <p>.3 Where applicable, the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario between the Canadian Automatic Sprinkler Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its affiliated local, UA Local 853;</p> <p>.4 Where applicable, the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario between a council of employers' associations consisting of the Ontario Painting Contractors Association, the Acoustical Association of Ontario and the Interior Systems Contractors Association of Ontario and the International Union of Painters and Allied Trades and the Ontario Council of the International Union of Painters and Allied Trades, and its affiliated locals, including IUPAT Local 557; and</p> <p>.5 Where applicable, the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals, including Carpenters Local 27 and Carpenters Local 675.</p> <p>14.2.2 General contractors working on projects at all University campuses with a value below One Hundred Thousand (\$100,000) and above Five Million (\$5,000,000) must be bound to the provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals, including Carpenters Local 27 and Carpenters Local 675.</p> <p>14.2.3 These <i>General Labour Conditions</i> shall apply to each <i>Subcontractor</i> and the <i>Contractor</i> shall include these <i>General Labour Conditions</i>, with necessary changes, in each of its contracts with <i>Subcontractors</i> for any part of the <i>Project</i>.</p> <p>14.2.4 The <i>Contractor</i> shall indemnify and save the <i>Owner</i> harmless from and against all loss, claim, expense or damage suffered by the <i>Owner</i> arising from the failure of the <i>Contractor</i> or any <i>Subcontractor</i> to comply with the requirements of these <i>General Labour Conditions</i> and agrees that the <i>Owner</i> may set-off against the <i>Contractor's</i> payables an amount equal to said loss, claim, expense. This indemnity is in addition to, and not limited by, the indemnity of the <i>Contractor</i> in GC13.1 – INDEMNIFICATION.”</p>
SC62.3	14.3	<p><u>Add</u> new GC 14.3 OWNERSHIP OF MATERIALS as follows:</p> <p><b>GC 14.3 OWNERSHIP OF MATERIALS</b></p> <p>14.3.1 Unless otherwise specified, all materials existing at the <i>Place of the Work</i> at the</p>

		<p>time of execution of the Contract shall remain the property of the Owner. All <i>Work, Products</i> and materials delivered by the <i>Contractor</i> which form part of the <i>Work</i> shall be considered the property of the <i>Owner</i> but the <i>Contractor</i> shall remove all surplus or rejected materials as its property when notified in writing to do so by the <i>Consultant</i>.</p>
SC62.4	14.4	<p><u>Add</u> new GC14.4 CONTRACTOR DISCHARGE OF LIABILITIES as follows:</p> <p><b>GC 14.4 CONTRACTOR DISCHARGE OF LIABILITIES</b></p> <p>14.4.1 In addition to the obligations assumed by the <i>Contractor</i> pursuant to GC3.6, the <i>Contractor</i> agrees to discharge all liabilities incurred by it for labour, materials, services, <i>Subcontractors</i> and <i>Products</i>, used or reasonably required for use in the performance of the <i>Work</i>, on the date upon which each such liability becomes due.</p> <p>14.4.2 The <i>Contractor</i> shall cause every <i>Subcontractor</i> and <i>Supplier</i> engaged in the performance of the <i>Work</i> to discharge all liabilities incurred by them for labour, materials, services and <i>Products</i> used or reasonably required for use in the performance of the <i>Work</i>. <i>Workmen</i> employed by a <i>Subcontractor</i> or <i>Supplier</i> shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the <i>Subcontractors</i> and <i>Suppliers</i> shall be discharged on the date upon which each becomes due. At the request of the <i>Owner</i>, the <i>Contractor</i> shall furnish the <i>Owner</i> with satisfactory evidence that its liabilities and those of its <i>Subcontractors</i> and <i>Suppliers</i> have been discharged.</p>
SC62.5	14.5	<p><u>Add</u> new GC 14.5 AS-BUILT DRAWINGS as follows:</p> <p><b>GC 14.5 AS-BUILT DRAWINGS</b></p> <p>14.5.1 Unless otherwise provided in the <i>Contract Documents</i>, the <i>Contractor</i> shall prepare <i>As-Built Drawings</i> and provide them to the <i>Consultant</i> for review.</p> <p>14.5.2 The <i>Contractor</i> will conduct an initial review and prepare a punch list, or a list of deficiencies in accordance with the Ontario Association of Architects/Ontario General Contractors' Association Document 100. The <i>Contractor's</i> punch list or deficiency list will include a complete list of all the items identified in the <i>Contract</i> that the <i>Contractor</i> and <i>Subcontractors</i> identify as incomplete or deficient in any way. Each area outlined on the <i>Contractor's</i> punch list should be effectively identified such that the <i>Consultant</i> can reference the punch list during their review of the <i>Work</i>.</p> <p>14.5.3 The <i>Contractor</i> and the <i>Consultant</i> shall conduct a joint review when deemed appropriate for the status of the completion of the <i>Work</i>. Such review may include the entire design team and commissioning agent to agree on the nature of the deficient <i>Work</i> listed in the <i>Contractor's</i> punch list and the values to be retained</p>

		<p>for completion.</p> <p>14.5.4 The <i>Contractor</i> shall submit the punch list to the <i>Consultant</i> as an electronic file in a format agreeable to both parties.</p> <p>14.5.5 The <i>Contractor</i> will receive and manage the consolidated deficiency list (that includes the <i>Contractor's</i> punch list and the <i>Consultant's</i> deficiency list) from the <i>Consultant</i> and promptly rectify the deficiencies and advise the <i>Consultant</i> when the deficient <i>Work</i> has been completed.</p> <p>14.5.6 The <i>Contractor</i> will generate a list of timelines and remaining items to be completed for approval by the <i>Consultant</i>, commissioning agent and the <i>Owner</i>. The <i>Contractor</i> is responsible to maintain and manage the consolidated deficiency list.</p> <p>14.5.7 The <i>Contractor</i> will conduct a final review and check off the remaining items. Further reviews are dependent on the <i>Contractor</i>. The <i>Consultant</i> will value items by mutual agreement with the <i>Owner</i> that cannot be performed to the satisfaction of the <i>Contract</i> and the <i>Consultant</i> will issue credit change orders or zero cost change orders to remove those items from the <i>Contract</i>.”</p>
SC62.6	14.6	<p><u>Add</u> new GC 14.6 DAILY REPORTS/DAILY LOGS as follows:</p> <p><b>GC 14.6 DAILY REPORTS/DAILY LOGS</b></p> <p>14.6.1 The <i>Contractor</i> shall cause its supervisor, or such competent person as he or she may delegate, to prepare a daily log or diary reporting on weather conditions, <i>work force</i> of the <i>Contractor</i>, <i>Subcontractors</i>, <i>Suppliers</i> and any other forces on site and also record the general nature of <i>Project</i> activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to- day <i>work force</i>.</p> <p>14.6.2 The <i>Contractor</i> shall also maintain records, either at its head office or at the <i>Place of the Work</i>, recording staffing, labour and material resourcing on the <i>Project</i>, and records documenting the activities of the <i>Contractor</i> in connection with the <i>Construction Schedule</i>, and comparing that resourcing to the resourcing anticipated when the most recent version of the <i>Construction Schedule</i> was prepared pursuant to GC3.4.</p> <p>14.6.3 Upon request by the <i>Owner</i> or the <i>Consultant</i>, the <i>Contractor</i> shall make available for inspection and copying all of the records generated pursuant to this GC14.6 along with any other routine <i>Project</i> records ordinarily maintained by the <i>Contractor</i>.</p>
SC62.7	14.7	<p><u>Add</u> new GC 14.7 CONSTRUCTION LIENS as follows:</p>



		<p><b>GC 14.7 CONSTRUCTION LIENS</b></p> <p>14.7.1 In the event that a claim for lien is registered against the title to the <i>Project</i> by a <i>Subcontractor</i> or <i>Supplier</i>, and provided the <i>Owner</i> has paid all amounts properly owing under the <i>Contract</i>, the <i>Contractor</i> shall, at its own expense:</p> <ul style="list-style-type: none"> <li>.1 within 7 days of receipt of a notice of lien, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and</li> <li>.2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.</li> </ul> <p>14.7.2 In the event that the <i>Contractor</i> fails to conform with the requirements of GC 14.7.1 the <i>Owner</i> may fulfill those requirements without <i>Notice In Writing</i> to the <i>Contractor</i> and set off and deduct from any amount owing to the <i>Contractor</i>, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the <i>Owner</i> to the <i>Contractor</i>, then the <i>Contractor</i> shall reimburse the <i>Owner</i> for all of the said costs and associated expenses, including the <i>Owner's</i> reasonable legal expenses.</p> <p>14.7.3 In the event that any <i>Subcontractor</i> or <i>Supplier</i> registers any claim for lien with respect to all or part of the <i>Place of Work</i>, the <i>Owner</i> shall have the right to withhold, in addition to the statutory holdback, the full amount of said claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien and to bring a motion to vacate the registration of said claim for lien and any associated certificate of action in respect of that lien, in accordance with Section 44 of <i>the Construction Act</i>, by paying into court as security the amount withheld.</p> <p>14.7.4 Section 20(1) of <i>the Construction Act</i> does not apply to this <i>Contract</i> and no general lien arises under or in respect of the <i>Work</i>, such that all liens shall arise and expire on a lot-by-lot basis.</p> <p>14.7.5 Nothing in this GC 14.7 serves to preclude the <i>Contractor</i> from preserving and perfecting its lien in the event of non-payment by the <i>Owner</i>.</p>
SC62.8	14.8	<p><u>Add</u> new GC14.8 NEUTRAL APPOINTING AUTHORITY as follows:</p> <p><b>GC 14.8 NEUTRAL APPOINTING AUTHORITY</b></p> <p>14.8.1 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term “neutral appointing authority”, as used in both the Rules for Mediation of CCDC2 Construction Disputes and the Rules for Arbitration of CCDC2 Construction Disputes shall mean the “Appointing Committee” at ADR Chambers presiding at the time notice of the dispute is given pursuant to the <i>Contract</i>.</p>

SC62.9	14.9	<p><u>Add</u> new GC 14.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT as follows:</p> <p><b>GC 14.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b></p> <p>14.9.1 Throughout the term of this <i>Contract</i>, and for a period of seven years thereafter, the <i>Owner</i> and the <i>Contractor</i> will protect the confidentiality of all proprietary and <i>Confidential Information</i> of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and <i>Confidential Information</i> which shall be, at a minimum, a reasonable standard, and, in any event, each party shall protect the confidentiality of all such proprietary and <i>Confidential Information</i> as may be required by law, including, without limitation, as may be required under the <i>Freedom of Information and Protection of Privacy Act</i>.</p> <p>14.9.2 Notwithstanding the obligations of the <i>Owner</i> described in paragraph 14.9.1, the <i>Contractor</i> acknowledges that the <i>Owner</i> is subject to the <i>Freedom of Information and Protection of Privacy Act</i>, as amended, and may be required to release, in whole or in part, this <i>Contract</i> and any other documents or information in the <i>Owner's</i> possession or control that relate to this <i>Contract</i>.</p>
SC62.10	14.10	<p><u>Add</u> new GC 14.10 AUDIT as follows:</p> <p><b>GC 14.10 AUDIT</b></p> <p>14.10.1 For seven years following the expiry or termination of this <i>Contract</i>, the <i>Contractor</i> shall maintain and retain complete and accurate records and documents pertaining to this <i>Contract</i> and the furnishing of the <i>Work</i> including all necessary records to substantiate all charges and payments under this <i>Contract</i> and that the <i>Work</i> was completed in accordance with the <i>Contract</i> and the applicable law. During the term of this <i>Contract</i> and for seven years after the term, the <i>Contractor</i> shall permit and assist the <i>Owner</i> in conducting audits of the operations of the <i>Contractor</i> to verify all charges and payments under this <i>Contract</i> and that the <i>Work</i> was completed in accordance with the <i>Contract</i> and with applicable law. The <i>Owner</i> shall provide the <i>Contractor</i> with at least 10 <i>Working Days</i>' prior notice of its requirement for such an audit. If any such audit or inspection, reveals the payments paid by the <i>Owner</i> to be incorrect, so that such error resulted in an overpayment by the <i>Owner</i> equal to or greater than three percent of <i>Contract Price</i> required to be paid by the <i>Owner</i> in accordance with this <i>Contract</i>; or reveals any breach, violation or non-performance by the <i>Contractor</i> of any term, condition, representation, warranty or covenant contained in this <i>Contract</i>, then the <i>Contractor</i> shall (in addition to forthwith reimbursing the <i>Owner</i> for any overpayment) pay all costs incurred by the <i>Owner</i> with respect to any audit(s) and/or inspection(s) that uncovered such error, including the costs of any internal and external auditors, accountants and associates of the <i>Owner</i> directly involved with such process.</p>

**END OF SUPPLEMENTARY CONDITIONS TO CCDC 2-2020**

**APPENDIX 1 – FORM OF CHANGE ORDER**

<b>CHANGE ORDER</b>	<b>CO No.</b>	
Date: _____	Project Number: _____	
Project Name (Building Name) (Description) (Consultant Reference)	Purchase Order: _____ GL Number: _____	
<b>TO:</b>		
Contractor: _____	Attention: _____	
Address: _____		
<i>You are hereby instructed, subject to the provisions of the above-named contract, to provide all labour, products and services required to incorporate the changes in the scope of work described in the contract. The adjustment(s) set out in this Change Order represent the final adjustment to the Contract Price, if any, and the final adjustment in Contract Time, if any, arising out of the change in the Work covered by the Change Order. Unless otherwise expressly provided for in this Change Order, the Contractor accepts this Change Order as full and final settlement of any and all claims, and releases all other claims, if any, arising from the Work contemplated by this Change Order, including without limitation all claims for delay, consequential, indirect or special damages.</i>		
Value of this Change Order (excluding HST)	\$0.00	
<b>CO TITLE:</b>		
Description	Credits	Extras
<b>CONTRACT TIME:</b>		
By this Change Order, the Contract Time is adjusted by _____ working days as confirmed by the approved critical path schedule.		
<b>REASON FOR CHANGE:</b>		
<input type="checkbox"/> (Code 0) Award of Subtrade Contract <input type="checkbox"/> (Code 1) User/Client Request <input type="checkbox"/> (Code 2) Fire/Other Authority Requirement		
<input type="checkbox"/> (Code 3) Unforeseen Site Condition <input type="checkbox"/> (Code 4) Coordination Conflict <input type="checkbox"/> (Code 5) Other, specify		
<b>RECOMMENDED BY:</b> ("The undersigned have reviewed the quotation(s) and schedule, if required, assembled by the Contractor and find the change to the Contract Amount and Contract Time to be fair and reasonable.")		
x _____		
Name	Prime Consultant, Title, Company	Date
<b>ACCEPTED BY:</b>		
x _____		
Name	Contractor, Title, Company	Date
<b>RECOMMENDED BY:</b>		
x _____		
Name	Project Manager, PMO	Date
<b>APPROVED BY:</b>		
x _____		
Name	Director, PMO	Date
<b>DISTRIBUTION:</b> Copy to: Prime Consultant, Contractor, Project Manager		

## APPENDIX 2

### **Amendment to Rules for Mediation and Arbitration of Construction Disputes (CCDC-40, 2018) (the “Rules”)**

The Rules assume the use of the Standard Construction Documents CCDC 2-2020 for a Stipulated Price Contract, including the Agreement, Definitions, General Conditions and any amendments or supplementary conditions, if there are any. This Amendment supersedes, replaces or amends the Rules, as the case may be, as outlined below.

#### **1. RULES FOR MEDIATION**

1.1 Additional Parties. Amend clause 3.1 by deleting the words “At any time prior to” and replacing them with “No later than 20 Working Days prior to”.

1.2 Communications. Delete clauses 4.1 and 4.2 and replace them with the following:

“4.1 Written notices and other communications among and between the Parties and the Mediator shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out in Article 6.1 of the Contract or, in the case of the Mediator or any Additional Party, addressed as directed by such party. Such notices and other communications will be deemed to be received by the addressee on the next Working Day if sent by e-mail after normal business hours or if sent by overnight commercial courier. An address for a Party or the Mediator may be changed by delivering a written notice to such effect to the other Parties and the Mediator setting out the new address in accordance with this clause 4.1.”

1.3 Appointment of Mediator. Delete clause 5.1 and replace it with the following:

“5.1 By Agreement. Where a party desires the appointment of a Project Mediator and gives a notice in writing to that effect, such notice shall include the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. Within five Working days of receiving such a notice, the other party shall deliver a responding notice including the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. From the names submitted by the parties, the parties shall unanimously appoint a mediator.”

1.4 Appointment of Mediator. Amend clause 5.2, by deleting the words “a judge” and replace it with “an associate judge or judge”.

1.5 Appointment of Mediator. Delete clause 5.4 and replace it with the following:

“5.4 When the Mediator has been appointed, whether pursuant to clause 5.1 or clause 5.2, the Parties and the Mediator shall enter into an agreement in writing pursuant to which the terms and conditions of the engagement of the Mediator shall be set out. Such agreement shall include an undertaking by the Mediator to carry out the mediation pursuant to these Rules and such agreement shall specifically set out the undertaking of the Mediator and the Parties as to “Confidentiality” (Clause 14.1) “Costs of the Mediation” (Clause 12) and “Privileged Process” (Clause 14.2).”

1.6 Time and Place of Mediation. Amend clause 7.1 by adding the following sentence to the end of the clause: “However, the Parties by agreement, and not the Mediator, will set the duration of the initial mediation session (e.g., half-day, 1-day, 2-days, etc.). Only where the Parties cannot reach agreement within a reasonable time shall the Mediator determine the duration of the initial mediation session.”

1.7 Representation. Amend clause 8.1 by deleting the words “or are readily available for consultation”.

1.8 Right of Withdrawal. Amend clause 11.1 by deleting the words “, and the Mediator,”.

1.9 Privileged Process. Amend clause 14.1 by adding the following to the end of the paragraph: “The Parties, their legal counsel and any other person(s) present during the mediation session, including the Mediator, shall keep confidential all matters and documents disclosed during the mediation except where the disclosure is necessary for implementation of any agreement reached or is required by law.”

## **2. RULES FOR ARBITRATION**

2.1 Additional Parties. Amend clause 3.1 by adding the following to the end of the sentence: “, or such Additional Party or Additional Parties are compelled to join the arbitration by court order.”

2.2 Additional Parties. Amend clause 3.2 by deleting the words “At any time prior to” and replacing them with “No later than 60 Working Days prior to”.

2.3 Communications. Delete clauses 4.1 and 4.2 and replace them with the following:

“4.1 Written notices and other communications among and between the Parties and the Arbitrator shall be shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out in Article 6.1 of the Contract or, in the case of the Arbitrator or any Additional Party, addressed as directed by such party. Such notices and other communications will be deemed to be received by the addressee on the next Working Day if sent by e-mail after normal business hours or if sent by overnight commercial courier. An address for a Party or the Arbitrator may be changed by delivering a written notice to such effect to the other Parties and the Mediator setting out the new address in accordance with this clause 4.1.

4.2 [Intentionally Deleted]”.

2.4 Location of Arbitration. Add the following as a second sentence to clause 5.1:

“Failing agreement by the Parties, the Arbitrator may select a location for the arbitration within the jurisdiction of the Place of Work, which is reasonably convenient to both parties considering the location of the Place of the Work.”.

2.5 Appointment of Arbitrator: In clause 9.1, delete the words “Unless otherwise required by law or by the Agreement to Arbitrate,”.

2.6 Appointment of Arbitrator: Delete clause 9.3 and replace it with “[Intentionally Deleted]”.

2.7 Appointment of Arbitrator: Delete clause 9.4 and replace it with “[Intentionally Deleted]”.

2.8 Appointment of Arbitrator: In clause 9.7 delete the words “or 9.4(b)” and “or a third Arbitrator, as the case may be”.

2.9 Appointment of Arbitrator. Delete clause 9.9 and replace it with the following:

“9.9 When an arbitrator has been appointed, pursuant to this Section 9, the Parties and the arbitrator shall enter an agreement in writing setting out, at minimum, the name of the arbitrator, the undertaking of the arbitrator and the parties to conduct the arbitration pursuant to these Rules and the terms and conditions of engagement of the arbitrator including the

fees to be paid and expenses to be reimbursed and any arrangements required to provide for interim payment of fees and/or expenses to the arbitrator.”

2.10 Procedural Meeting: In clause 10.1, delete the words “or the chairperson of the arbitral tribunal”.

2.11 Procedural Meeting. Add the following new sentence to clause 10.3:

“Such written record shall be deemed to be the procedural code for the conduct of the arbitration, subject to any further orders of the Arbitrator or of the Court of competent jurisdiction.”

2.12 Powers of the Arbitrator. Delete clause 11.1 and substitute the following:

“Subject to these Rules and subject to the written record described in clause 10.3, the Arbitrator may conduct the arbitration in such manner as the Arbitrator, acting reasonably, considers appropriate provided that in all events each Party shall be treated fairly and given a full opportunity to present its case and respond to the case presented by the other Party.”

2.13 Powers of the Arbitrator: Delete clause 11.4 and replace it with “[Intentionally Deleted]”.

2.14 Disclosure. Delete clause 13.1(a) and replace it with the following:

“(a) which are relevant to the issues in dispute, and..”.

2.15 Disclosure. Delete clause 13.2 and replace it with the following:

“13.2 The Arbitrator may order one or both Parties to prepare an affidavit, within a specified time, in which such Party deposes under oath that it has made a full and complete listing of documents pursuant to clause 13.1(a) that the Party has in its care custody or control, where the Arbitrator has reason to believe that one or both Parties have not made full and complete disclosure of the documents relevant to the issues in the arbitration.”

2.16 Disclosure. Delete clause 13.3 and replace it with the following:

“13.3. The Parties shall agree upon a protocol for the efficient electronic disclosure of all documents that a Party has listed under clause 13.1 or that the Arbitrator has ordered to



be produced under clause 13.2. Any dispute as to the protocol shall be fully and finally resolved at the discretion of the Arbitrator.”

2.17 Expert Evidence. Amend clause 16.2 by deleting the words “, but without the Parties’ consent,” and replace them with “, and only with the Parties’ consent,”

2.18 Consolidation. Amend clause 24.1(a) by adding the following wording to that clause:

“...on the same Project,..”.

### **3. APPENDIX A – MEDIATOR SERVICES AGREEMENT**

3.1 Delete Appendix A and all clauses therein.

### **4. APPENDIX B – ARBITRATOR SERVICES AGREEMENT**

4.1 Delete Appendix B and all clauses therein.

### APPENDIX 3

#### **LANGUAGE FOR U OF T PERSONNEL OR FOR THIRD PARTY CONTRACTORS ENTERING A PROJECT SITE WHERE THE *Contractor* HAS ASSUMED OVERALL RESPONSIBILITY – IN CONTRACT – FOR OCCUPATIONAL HEALTH AND SAFETY**

“The (trade or employee) acknowledges that the work it will perform on behalf of the University of Toronto requires it to enter a job site which is under the total control of a general contractor which has a contract with the University of Toronto. The (trade or employee) acknowledges that [name of contractor] has assumed overall responsibility for compliance with all aspects of the health and safety legislation of Ontario, including all the responsibilities of the “constructor” under the Occupational Health and Safety Act (Ontario). Further, (trade or employee) acknowledges that [name of contractor] is also responsible to the University of Toronto to co-ordinate and schedule the activities of our work with the work of the general contractor.

We agree to comply with [name of contractor] directions and instructions with respect to occupational health and safety and coordination. We acknowledge that it will be cause for termination under our contract with the University of Toronto should (I/we) fail or refuse to accept the direction and instruction of the general contractor with respect to matters of occupational health and safety or matters related to coordination of work.”

## EXHIBIT "1"

### Project-specific requirements for a "*Proper Invoice*"

To satisfy the requirements for a *Proper Invoice*, the following criteria, as may be applicable in each case, must be included with the *Contractor's* application for payment:

- (a) be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) be in writing;
- (c) be dated the last day of the applicable *Payment Period*;
- (d) contain the *Contractor's* name, telephone number and mailing address and contact information of the *Contractor's* project manager;
- (e) contain the title of the *Project* and the *Owner's* contract number or purchase order number under which the work was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (f) contain a reference to the application for payment number in which the requested payment is being made (e.g. Progress Payment #1, Progress Payment #2, etc.);
- (g) contain the date the written bill, invoice, application for payment, or request for payment is being issued by the *Contractor*;
- (h) identify the period of time in which the labour and/or materials were supplied to the *Owner*;
- (i) reference to the provisions of the *Contract* under which payment is being sought (e.g., GC 5.3 –PAYMENT for progress payments, GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK for release of holdback or GC 5.5 – FINAL PAYMENT for final payment, etc.);
- (j) a description, including quantities where appropriate, of the services or materials, or a portion thereof, that were supplied and form the basis of the *Contractor's* request for payment;
- (k) *Subcontractor* and *Supplier* invoices and supporting materials, as needed, to support the amount being claimed by the *Contractor*;
- (l) a statement based on the schedule of values required under GC 5.2.4;
- (m) the amount the *Contractor* is requesting to be paid by the *Owner*, set out in a statement based on the schedule of values approved under GC 5.2.5, separating out any statutory or other holdbacks, set-offs, credits in favour of the *Owner*, and HST;
- (n) with each application for progress payment after the first, a Statutory Declaration, on an original form of CCDC Document 9A-2018, stating that all accounts for labour, subcontracts, *Products*, *Equipment*, and other indebtedness which may have been incurred by the *Contractor* as of the last day of the payment period or an alternative day agreed by the parties and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute;
- (o) a current Workplace Safety Insurance Board clearance certificate;

- (p) with the first application for payment a proposed *Baseline Schedule*, and with each application for payment thereafter if requested by the *Owner*, an updated *Construction Schedule*, each in compliance with the format(s) required under GC 3.4 – CONSTRUCTION SCHEDULE;
- (q) if requested by the *Owner*, a current and valid certificate(s) of insurance as required under GC 11.1 – INSURANCE;
- (r) the following statement: “Provided this *Proper Invoice* complies with the requirements of the *Contract* and provided no *Notice of Non-Payment* is issued by the *Owner*, payment is due within 28 days from the date this *Proper Invoice* is received by the *Owner*.”;
- (s) the name, title, telephone number and mailing address of the person at the place of business of the *Contractor* to whom payment is to be directed; and
- (t) in the case of the *Contractor*’s application for final payment under GC 5.5:
  - a. sufficient evidence of the *Contractor*’s compliance with GC 3.11.3; and
  - b. an executed, original, Full and Final Release of all claims that may arise as a result of the *Work*, which Full and Final Release executed by the *Contractor* shall be in a form approved by the *Owner*.

## EXHIBIT "2"

### Project-specific requirements for the Baseline Schedule and the Construction Schedule

1. The *Baseline Schedule* and every subsequent update to the *Construction Schedule*, shall include and conform to the following basic requirements:
  - (a) be developed and maintained using the most current version of MS Project or, when requested in writing by the Owner, the latest version of Oracle Primavera P6;
  - (b) clearly demonstrate that the Work will be performed in conformity with the Contract Time, with express references to (at a minimum):
    - (i) the date of the Contractor's mobilization at the *Place of the Work*;
    - (ii) a Products delivery schedule showing those Products whose delivery will affect the critical path to achieve Ready-for-Takeover within the Contract Time or are required under the Specifications to be included in the Products delivery schedule;
    - (iii) each Milestone, including the dates prescribed in Article A-1.3 for Substantial Performance of the Work, Occupancy, and Ready-for-Takeover;
    - (iv) any interim milestones requested by the Owner in writing following an adjustment to the Contract Time that has been approved in accordance with the Contract;
  - (c) logically link all activities with predecessor and successor activities, so that the critical path and interconnections are accurately identified and progress and re-forecasting can be correctly made as changes during the performance of the Work;
  - (d) a tracking variance showing the current Construction Schedule relative to the Baseline Schedule;
  - (e) relationships types shall be shown as Finish to Start relationships (to maintain forward reaction), and the application of constraints, lags, and leads is not acceptable;
  - (f) activities of a length greater than 20 *Working Days* shall be broken into sub-tasks (each not to exceed 20 *Working Days*) to allow for the progress of the *Work* to be accurately tracked;
  - (g) resource loading shall be expressed in work hours;
  - (h) all non-*Working Days* shall be identified and accounted for in the Contractor's scheduling analysis, including statutory holidays, any trade, union, or industry-specific non-*Working Days*, weather allowances, labour shifts and collective agreement stipulations, technical requirements and other considerations influencing the duration and logic of activities;
  - (i) all data point shall be labeled with a currency date;
  - (j) each submission of the Construction Schedule by the Contractor to the Owner, including the submission of the baseline schedule, shall be in hard copy, PDF, and native format (e.g., .mpp format for Microsoft Project); and
  - (k) attach, either as part of the Construction Schedule or as a separate document, a Construction Schedule dependent cash flow forecast showing the Contractor's anticipated monthly billings as a function of the Construction Schedule logic.

2. No activity referenced in the *Baseline Schedule* or any revised *Construction Schedule* will be deleted for any reason. In the event that an activity or group of activities are no longer required (in that the Work that the activities represent have been removed from the Project) then the affected activities will be moved to a Work Breakdown Structure element called “deleted” (positioned at the end of the Work Breakdown Structure). Logic tying these deleted activities to the *Construction Schedule* shall be removed. The *Construction Schedule* logic shall be adjusted to ensure that the removal of these deleted activities does not leave any open ends and that the integrity of the schedule logic is not compromised.
3. Each update of the *Construction Schedule* shall be accompanied by a progress schedule report that sets out:
  - (a) a summary of significant progress since the previous *Construction Schedule* was issued, including elements started or completed during the period;
  - (b) a brief explanation of any alterations in the *Construction Schedule* since the previous *Construction Schedule* (or *Baseline Schedule*, as the case may be) was issued, including any alterations (whether increments or decrements) made to the original duration (duration in the *Baseline Schedule*) of activities listed in the *Construction Schedule* and any alterations to the sequencing of work;
  - (c) confirmation that details of all third-party items, including activities dependent on and/or subject to third-party actions, included in the *Construction Schedule* are accurately represented as documented by the third-party in the schedule to the best of *Contractor’s* knowledge; and
  - (d) a statement by *Contractor* that there either “has”, or “has not” been, any alteration to the critical path since the previous *Construction Schedule* was issued.
4. Each update shall also include a “Critical Path Report” encompassing all Work from the date stated in Article A-1.3 for commencement of the *Work to Ready-for-Takeover*. The Critical Path Report shall include:
  - (a) a Gantt Chart schedule that shows the critical path of the *Project* as well as near-critical path activities. Near-critical path activities shall be activities having less than 20 days total float;
  - (b) Gantt Chart schedules that show the individual critical paths through each of the *Milestones*;
  - (c) critical path analysis including the following:
    - (i) actual progress against baseline target dates for each critical path or near-critical path activity;
    - (ii) any critical path or near-critical path activities and/or milestones that are more than 20 *Working Days* behind schedule, relative to the then current *Construction Schedule*;
    - (iii) a narrative that describes the changes in the critical path or near-critical path activities since the approval of the current version of the *Construction Schedule*;
    - (iv) assessment and analysis of the risk of delay to the *Construction Schedule* and the mitigation of these risks in a tabular form; and
    - (v) provisions for addressing the behind-schedule critical path or near-critical path activities such that each *Milestone* will occur on the respective target dates currently listed in the approved *Construction Schedule*.

## **ATTACHMENT B TO SCHEDULE 1**

### List of Appendices

- UTM200239 Appendix 1 - PEB RFT Drawings
- UTM200239 Appendix 2 - PEB RFT Specifications
- UTM200239 Appendix 3 - Communication Cabling Standards Revision R3.1
- UTM200239 Appendix 4 - UTM Prequalified Subcontractors Recommended
- UTM200239 Appendix 5 - Structural Set
- UTM200239 Appendix 6 - Signage

**ATTACHMENT C TO SCHEDULE 1**

**List of Subcontractors and Identified Prices**

**List of Subcontractors**

Name of Tenderer: \_\_\_\_\_

The Tenderer intends to use the following subcontractors to deliver the Work with the consent of the University:

<b>Description of Work To Be Provided By Subcontractor</b>	<b>Name of Subcontractor</b>
	Mechanical HVAC
	Mechanical Plumbing
	Mechanical Controls and BAS
	Mechanical Sprinkler
	Electrical
	Fire protection
	Audio Visual
	Communications
	Security
	Landscaping
	Door Hardware
	Millwork
	Lab equipment (except Teaching Lab 112)
	Curtain wall

**Identified Prices**

The following are the Tenderer's prices for the work listed hereunder.

Such identified work and amounts are **included in in the Tenderer's stipulated price** and include all their expenses, and profit and as such represents the actual cost to the University of Toronto Mississauga, with the exception of HST. These prices shall be used to adjust the contract amount should the project be over the budget established by the University of Toronto Mississauga.



Read in conjunction with the Bid drawings, specifications, all addenda and as herein described for the following items of identified work:

<b>Stipulated Price</b>		
<b>Item No.</b>	<b>Description of Work</b>	<b>Bid Price (\$)</b>
1.	General conditions and fees	\$
2.	Coordination fees for assigned work	\$
3.	Mobilization, hoarding, site protection and access	\$
4.	Site preparation, site services, site work and foundation drainage	\$
5.	Fire hydrant relocation	\$
6.	Landscape, paving and site furnishing	\$
7.	Curtain walls, exterior doors and hardware, overhead power operated doors	\$
8.	Interior <ul style="list-style-type: none"> <li>- Partitions and ceilings</li> <li>- Finishes</li> <li>- Fittings and accessories</li> <li>- Misc. metals</li> <li>- Sealants</li> <li>- Rough carpentry</li> <li>- Glass and glazing</li> </ul> (Subtract separate price item for Wall type W1 per Separate price item #4)	\$
9.	Interior doors and hardware	\$
10.	Millwork	\$
11.	Lab equipment and furniture	\$
12.	Mechanical - HVAC and Plumbing	\$
13.	Mechanical - Controls and BAS	\$
14.	Mechanical - Sprinkler	\$
15.	Electrical power/lighting/ fire protection	\$
16.	Security systems	\$
17.	Data/ communications	\$
18.	Audio-Visual (Infrastructure and cabling)	\$
19.	Closeout Documents	<b>\$ 10,000</b>
<b>Total Stipulated Bid Price (except HST):</b>		<b>\$</b>