

George Brown College – Name of Contractor
RFP-FM-2024-038 – Casa Loma Campus Roof Project – 160 Kendal Ave., Toronto, Ontario
Supplementary Conditions to the CCDC 2 – 2020 Contract

GENERAL REFERENCE

GENERAL

These Supplementary Conditions shall modify, delete and/or add to the Agreement between *Owner* and *Contractor*, the Definitions and the General Conditions to the Stipulated Price Contract, CCDC 2 – 2020. Where any article, paragraph or subparagraph is supplemented by any of the following, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph is amended, deleted or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, deleted or superseded shall remain in effect and the numbering shall be considered to have been adjusted appropriately.

The table of contents, titles, section headings, running headlines and marginal notes contained in the *Contract Documents* are solely to facilitate reference to various provisions of the *Contract Documents* and in no way affect or limit the interpretation or construction of the provisions to which they refer.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-1 THE WORK

Amend paragraph 1.3 by adding the following to the end of the paragraph: “, and attain *Total Completion of the Work* by the *Scheduled Total Completion Date*”.

ARTICLE A-5 PAYMENT

Amend paragraph 5.2.1(1) by deleting the words “for the first 60 days”.

Delete paragraph 5.2.1(2).

ARTICLE A-7 LANGUAGE OF CONTRACT

Delete paragraph 7.1 in its entirety and replace with “Intentionally deleted”.

ARTICLE A-8 SUCCESSION

Amend paragraph 8.1 by inserting the word “permitted” before “assigns”.

ARTICLE A-9 GENERAL

Insert new Article A-9 GENERAL as follows:

“9.1 Time is of the essence of the *Contract*.

9.2 *Contractor* is an independent contractor in performing its obligations under the *Contract*. The *Contract* does not create any agency, partnership, joint venture, fiduciary or other relationship of *Contractor* with *Owner* other than the relationship of independent contractor. Nothing contained in the *Contract* shall create any employment

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or contractual relationship between *Owner* (or anyone acting on its behalf) and any *Contractor Personnel*.

- 9.3 Nothing contained in this *Contract* shall be construed as making *Owner*, or the *Consultant*, or anyone acting on their behalf, responsible for anything which is the responsibility of *Contractor* under the *Contract*.
- 9.4 The terms of the *Contract*, which by their nature are continuing, shall survive the termination or other expiration of the *Contract*.
- 9.5 This Agreement, including the *Contract Documents* described herein and the attachments, documents and other agreements to be furnished or executed in connection herewith, supersede all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. No modification to the *Contract* shall be effective unless made in writing signed by both *Owner* and *Contractor*, unless otherwise provided for herein.
- 9.6 This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute a single instrument.”

DEFINITIONS

Add the following new definitions:

“COVID-19

COVID-19 means the novel coronavirus infectious disease SARS-CoV-2 referenced by the World Health Organization and any related viruses, diseases, and/or strains, including any second or subsequent waves.

Deficiency List

Deficiency List means the deficiency list prepared by the *Consultant* and/or *Owner*, acting reasonably, listing itemized deficiencies in the *Work*.

Governmental Authorities

Governmental Authorities means any government, legislature, municipality, regulatory authority, agency, commission, department, board, or other law regulation or rule making entity (including, without limitation, a minister of the Crown).

OHSA

OHSA means the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended and all Regulations thereto.

Submittals

Submittals are documents or other forms of information which the *Contractor* is required to submit to the *Owner* or the *Consultant* and include, without limitation, *Shop Drawings*, samples, models, record drawings, test reports, certificates, diagrams and manuals.

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Scheduled Total Completion Date

Scheduled Total Completion Date means thirty (30) days following Ready-for-Takeover. The *Scheduled Total Completion Date* shall only be amended in writing by the Owner.

Total Completion of the Work

Total Completion of the Work means the point in time when the *Work* is totally performed in accordance with the *Contract Documents*, including the rectification of all items on the *Deficiency List* and certified as such by the *Consultant*.”

GENERAL CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

Amend paragraph 1.1.5.1 by moving “Supplementary Conditions” to the top of the order of priority.

Add new paragraphs 1.1.12 and 1.1.13 as follows:

“1.1.12 Where used in the *Contract Documents*, (a) the word “including” or “includes” or any variation thereof means including, without limitation, and (b) the word “person” includes a natural person and any other entity.

1.1.13 The *Contractor* shall keep one copy of the current *Contract Documents*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and *Consultant*.”

GC 1.4 ASSIGNMENT

Delete paragraph 1.4.1 in its entirety and insert the following:

“1.4.1 *Contractor* shall not assign the *Contract* or any of its rights or interest in the *Contract*, nor shall the *Contractor* assign or subcontract all or substantially all of the *Work* or *Contractor’s* responsibilities under the *Contract* to a single *Subcontractor*, without the prior written consent of *Owner*, acting reasonably. *Owner* may assign the *Contract* without the consent of the *Contractor* upon proving *Notice in Writing* to the *Contractor*.”

GC 1.5 PROJECT REQUIREMENTS

Add new “GC 1.5 Project Requirements” as follows:

“1.5.1 The *Contractor* represents, covenants and warrants to the *Owner* that:

- .1 it has the necessary high degree of experience and expertise required to perform the *Work* and it will in the performance of the *Work* exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent *Contractor* providing similar services for projects of a similar nature;
- .2 the personnel it assigns to the *Project* are experienced and it has a sufficient staff of qualified and competent personnel to replace its designated *Contract*

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personnel referred to in GC 3.6, subject to the *Owner's* approval, in the event of death, incapacity, termination or resignation; and

- .3 there are no pending, threatened or anticipated claims or litigation involving the *Contractor* that would have a material adverse effect on the financial ability of the *Contractor* to perform the *Work*.”

GC 2.2 ROLE OF THE CONSULTANT

Amend paragraph 2.2.3 by adding the following sentence to the end:

“The presence of such project representatives at the *Place of the Work* or the *Work* shall not relieve *Contractor* from any responsibility to perform the *Work* as required by the *Contract Documents*.”

Amend paragraph 2.2.6 by deleting “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the” and replacing with “The”.

Delete paragraph 2.2.12 and replace with the following:

“The *Contractor* shall be responsible for requesting any additional instructions or clarifications that may be required from the *Consultant* which are needed for the performance of the *Work*, and shall request such instructions or clarifications in time to avoid any delay or additional cost of the *Work*.”

Amend paragraph 2.2.13 by deleting the word “submittals” and replacing with “*Submittals*”.

Amend paragraph 2.2.18 by deleting the words “against whom the *Contractor* makes no reasonable objection”.

GC 2.4 DEFECTIVE WORK

Amend paragraph 2.4.1 by (a) adding the words “or the *Owner*” after the word “*Consultant*” in the first line, and (b) adding the following to the end of the paragraph: “The *Contractor* shall rectify in a manner acceptable to the *Owner* all other defective work and like deficiencies throughout the *Work* whether or not they are specifically identified by the *Consultant*.”

Add new paragraph 2.4.4 as follows:

“2.4.4 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner*.”

GC 3.1 CONTROL OF THE WORK

Amend paragraph 3.1.1 by inserting “schedule, coordinate,” after the word “effectively”.

Amend paragraph 3.1.2 by (a) adding the word “schedules” after the word “techniques”, (b) deleting the word “under” and replacing with “in accordance with”, and (c) adding the following to the end of the sentence “and shall coordinate the *Work* so as not to interfere with, interrupt, obstruct, delay, or otherwise affect, the work of others”.

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GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

Delete paragraphs 3.2.2.1 and 3.2.2.2 in their entirety and replace with “Intentionally deleted”.

Add new subparagraph 3.2.3.5:

“3.2.3.5 Subject to **GC 9.4 CONSTRUCTION SAFETY**, for the *Owner’s* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the “constructor” under the *OHSA*.”

Delete the last sentence of paragraph 3.2.5.

Delete paragraph 3.2.6 and replace with the following:

“3.2.6 Entry by the *Owner’s* forces and by other contractors does not indicate acceptance of the *Work* and does not relieve the *Contractor* of any responsibility under the *Contract* including the responsibility to complete the *Work* in accordance with the *Contract Documents*.”

GC 3.4 CONSTRUCTION SCHEDULE

Amend paragraph 3.4.1.1 by adding “for their approval” after the word “payment,” in the first line.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Amend paragraph 3.6.4 by inserting the following at the end of the paragraph: “unless the request to change a proposed *Subcontractor* or *Supplier* is a result of issues with the ability of the *Subcontractor* or *Supplier* to complete the *Work* in a proper or timely manner, in which case the *Contractor* will not be entitled to any change in *Contract Price* or *Contract Time*”.

GC 3.7 LABOUR AND PRODUCTS

Add new paragraph 3.7.4 as follows:

“3.7.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.”

GC 3.8 SHOP DRAWINGS

- .1 Add the words “**AND OTHER SUBMITTALS**” to the Title after **SHOP DRAWINGS**.
- .2 Add “and *Submittals*” after the words “*Shop Drawings*” in clauses 3.8.1, 3.8.2, 3.8.3, 3.8.5, 3.8.6, and 3.8.7.

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Amend paragraph 3.8.7 by deleting the words “so as to cause no delay in the performance of the *Work*.”

GC 3.9 – CLEAN UP

Add new GC 3.9 CLEAN UP as follows:

“GC 3.9 CLEAN UP

- 3.9.1 The *Contractor* shall, on a daily basis, maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, *Other Contractors* or their employees.
- 3.9.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, *Other Contractors* or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.9.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, *Other Contractors*, or their employees.”

GC 3.10 – USE OF THE WORK

Add new GC 3.10 – USE OF THE WORK as follows:

“GC 3.10 USE OF THE WORK

- 3.10.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.10.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.
- 3.10.3 If storage or other areas are required for the *Work* in addition to the *Work Site*, *Contractor* shall be responsible for making arrangements to obtain the additional areas and obtaining any necessary permits, permission or authorization and, if required, for making permit, rental or other payments that may be required for such purpose.”

GC 3.11 DOCUMENTS AT THE SITE

Add new GC 3.10 – DOCUMENTS AT THE SITE as follows:

“GC 3.11 DOCUMENTS AT THE SITE

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- 3.11.1 The *Contractor* shall keep one copy of the current *Contract Documents*, *Supplemental Instructions*, *Change Orders*, *Change Directives*, reviewed *Shop Drawings*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and *Consultant*.”

GC 3.12 RIGHT OF ENTRY

Add new GC 3.12 RIGHT OF ENTRY as follows:

“GC 3.12 RIGHT OF ENTRY

- 3.12.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work*, if, in the opinion of the *Consultant* and *Owner*, such entry or occupation does not prevent or substantially interfere with the *Contractor* in completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract* or its obligations under the *Contract*.”
- 3.13.2 Neither the *Owner* nor the *Consultant* will be responsible for verbal instructions.”

GC 4.1 CASH ALLOWANCES

Delete paragraph 4.1.4 in its entirety and replace with the following:

- “4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances may be reallocated, at the *Owner*’s sole direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGE.”

Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

- “4.1.7 The *Contractor* shall provide a schedule prior to the first application for progress payment that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.”

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete paragraphs 5.1.1 and 5.1.2 in their entirety and replace with “Intentionally deleted”.

GC 5.2 APPLICATIONS FOR PAYMENT

Amend paragraph 5.2.1 by (a) deleting the word “simultaneously”, and (b) adding the following sentence to the end of the paragraph: “Applications for progress payments shall be made in a form that is mutually acceptable to the *Owner* and *Contractor*.”

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Amend paragraph 5.2.3 by deleting “delivered to” and substitute “incorporated into”.

Amend paragraph 5.2.4 by inserting at the end of the paragraph the following: “The format of the schedule of values shall be in a form acceptable to the *Owner*.”

Amend paragraph 5.2.7 by adding the following second sentence. “Delivery of the evidence of compliance with workers’ compensation legislation and the Statutory Declaration as required in this paragraph 5.2.7, shall be a true condition precedent to the *Contractor*’s right to payment under this *Contract*.”

Add to the end of paragraph 5.2.8 the following new sentence:

“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* until *Ready-for-Takeover* notwithstanding that title has passed to the *Owner* pursuant to GC 14.1 OWNERSHIP OF MATERIALS.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Amend paragraph 5.4.1 by (a) deleting the words “20 calendar days” and substituting the words “fifteen (15) *Working Days*”, and (b) adding the following to the beginning of the paragraph:

“When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall deliver to the *Consultant* and *Owner* a request for *Substantial Performance of the Work*, including a list of incomplete and defective or deficient work to be rectified, for review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of *Work*.”

Delete paragraph 5.4.2 in its entirety and replace with “Intentionally deleted”.

Delete paragraph 5.4.3 in its entirety and replace with the following:

“Subject to terms and conditions of the *Contract*, the requirements of any *Payment Legislation*, and any notice of non-payment of holdback, the holdback amount authorized by the certificate for payment of the holdback shall be due and payable no later than ten (10) *Working Days* following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to the *Place of the Work*.”

Amend paragraph 5.4.5 by adding deleting “hereby agrees to release, and shall release” and replace with “may release”.

Add new paragraph 5.4.7 as follows:

“5.4.7 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant* and *Owner*, shall create a *Deficiency List* and establish reasonable dates for finishing the *Work*, and correcting any deficient *Work*, including those items included on the *Deficiency List*, which in any event shall be consistent with the *Scheduled Total Completion Date*.”

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GC 5.5 FINAL PAYMENT

Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words “*Working Days*”.

Amend paragraph 5.5.4 by deleting “5” and replacing with “twenty-eight (28)”.

GC 5.8 WITHHOLDING OF PAYMENT

Add new GC 5.8 WITHHOLDING OF PAYMENT as follows:

“GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 Notwithstanding the provisions of GC 5.3 PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, and GC 5.5 FINAL PAYMENT, the *Owner* may withhold payment of any amounts otherwise due under the *Contract* on account of any costs or damages the *Owner* has incurred or, is likely to incur, by reason of:

- .1 defective or incomplete portions of the *Work* or damage to the work of other contractors not rectified in accordance with the *Contract* for which the *Contractor* is responsible;
- .2 failure of the *Contractor* to indemnify the *Owner* in accordance with the terms of the *Contract*;
- .3 failure of the *Contractor* to fulfil its obligations in respect of construction liens in accordance with GC 13.2; and
- .4 evidence of the *Contractor’s* failure to make payments to *Subcontractors* or *Suppliers*.

5.8.2 Where the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to the provision of paragraphs 5.6.1 or 5.8.1, the *Owner* shall be entitled to apply such withheld portion towards any costs or damages suffered by the *Owner*.”

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

Add the following new paragraphs 6.1.3 to 6.1.10 as follows:

“6.1.3 *Contractor* shall not be entitled to receive any compensation or extension of *Contract Time*, and *Owner* shall have no obligation or liability to pay compensation to *Contractor*, unless a *Change Order* or *Change Directive* has been issued to *Contractor*, in writing, and before *Contractor* commences with any work in respect of such *Change Order* or *Change Directive*.

6.1.4 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever including potential or contingent costs for matters such as loss of profit, loss of productivity, loss of opportunity or any other such losses based on the quantity, scope or cumulative value or number of

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changes in the *Work* whether resulting from one or more *Change Orders* or *Change Directives*, unless agreed in writing by the parties in a *Change Order*.

- 6.1.5 Any *Change Order* or *Change Directive* shall clearly set out what, if any, extension of the *Contract Time* is anticipated as a result thereof and failing the inclusion of the same, *Contractor* shall be barred in making a claim for extension of the *Contract Time* in respect thereof.”

GC 6.2 CHANGE ORDER

Add new paragraph 6.2.3 as follows:

- “6.2.3 Upon the *Owner* and *Contractor* signing a *Change Order*, the *Change Order* shall constitute full and final settlement of all matters addressed in the *Change Order*, including, without limitation, any increases or decreases of the *Contract Price* and/or changes to the *Contract Time* related to the subject matter of the *Change Order*.”

GC 6.3 CHANGE DIRECTIVE

Delete paragraphs 6.3.7.5, 6.3.7.11, 6.3.7.15, 6.3.7.17 and 6.3.7.18 and replace with “Intentionally deleted”.

GC 6.5 DELAYS

Amend paragraphs 6.5.1 and 6.5.2 by adding the following to the end of each paragraph: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.

Amend paragraph 6.5.3.3 by adding “, epidemics and pandemics (except for *COVID-19*)” after the word “conditions”.

Amend the end of paragraph 6.5.3 (the end of line 6) the following: “provided that such costs are reasonable (and, in any event, shall exclude any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit).”

Add new paragraph 6.5.6 as follows:

- “6.5.6 *Contractor* shall assume any and all known conditions of *COVID-19* at the time of the execution of this *Contract* during and throughout the performance of the *Work*. Where there is any delay to the *Contract Time* and/or *Project* or increase to the cost of the *Work*, caused by, resulting from, or related to *COVID-19* and/or any stop work order, legislation, measures, or direction, issued by any governmental authority having jurisdiction over the *Project*, in respect to, related to, or resulting from *COVID-19*, which arises after the execution of this *Contract*, then:

- .1 *Contractor* shall be entitled to an extension of the *Contract Time* for a reasonable time caused by *COVID-19* and/or any such stop work order, other order, measure, or direction;

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- .2 *Contractor* may be entitled to an increase in the *Contract Price* and/or compensation for the reasonable and verifiable costs incurred directly as a result of *COVID-19* and/or any such stop work order, other order, measure, or direction as a result; and
- .3 *Contractor* shall not be entitled to any increase to the *Contract Price* and/or compensation for any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity.”

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

Amend paragraph 7.1.2 by (a) deleting the words “and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contractor* to a substantial degree”, and (b) deleting the words “including references to applicable provisions of the *Contract*”.

Delete paragraph 7.1.3.2 and replace with the following: “provides the *Owner* with a schedule acceptable to the *Owner*, acting reasonably, for such correction”.

Amend paragraph 7.1.5.3 by deleting the words “as certified by the *Consultant*” in the first line.

Add new paragraph 7.1.7 as follows:

“7.1.7 *Owner* may terminate the *Contract* at any time for any reason upon providing the *Contractor* with at least thirty (30) calendar days prior written notice. In such event, *Owner* shall pay for the *Work* performed up to the effective date of termination and for any additional, verifiable direct costs related directly to such termination which are an ordinary and reasonable consequence of the termination. *Owner* shall not be liable to *Contractor* for any other costs or damages whatsoever arising from such early termination of the *Contract*, including, without limitation, any indirect, consequential, or special damages, such as loss of profits or loss of opportunity.”

GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

Delete paragraph 7.2.2 and replace with the following:

“If the entirety of the *Work* is stopped or otherwise suspended for a period of sixty (60) calendar days or more under an order of a court or other *Governmental Authority* as the result of an act or default of the *Owner* or anyone employed or engaged by the *Owner*, the *Contractor* may, without prejudice to any other right or remedy that the *Contractor* may have, by giving the *Owner Notice in Writing*, terminate the *Contract*. This provision shall not apply, and the *Contractor* shall have no right to terminate this *Contract* pursuant to this GC 7.2.2, if the stoppage or suspension has ceased prior to the giving of the *Notice in Writing*.”

Delete subparagraph 7.2.3.1 in its entirety and replace with “Intentionally deleted”.

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Delete from subparagraph 7.2.3.4, the words, “except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”.

Amend paragraph 7.2.4 by deleting “5” and substitute “15”.

Amend paragraph 7.2.5 by (a) deleting the words “reasonable profit” in line 2, (b) deleting the word “damages” in line 3 and substituting the words “direct damages”, and (c) deleting the period at the end of the paragraph and replacing it with a comma and adding the following words: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.

Add the following new paragraphs 7.2.6 and 7.2.7 as follows:

“7.2.6 The *Owner’s* withholding of progress payments, holdback payment and/or final payments pursuant to GC 5.8 shall not constitute a default under GC 7.2.3 permitting the *Contractor* to stop the *Work* or terminate the *Contract*.

7.2.7 If *Contractor* terminates the Contract pursuant to this GC 7.2, *Contractor* shall leave the *Work* and the *Work* site in a safe and secure condition.”

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

Delete GC 8.3 in its entirety and replace with the following:

“8.3.1 The *Owner* and *Contractor* shall make all reasonable efforts to resolve their disputes by amicable discussions and negotiations at the lowest level of management applicable to the dispute, and agree to provide, without prejudice, full, frank, candid and timely disclosure of relevant facts, information and documentation to facilitate these negotiations.

8.3.2 If the *Owner* and *Contractor* are unable to resolve the dispute at the lowest level of management, either party may refer the dispute to the senior representatives of the parties through without prejudice, full, frank, and candid negotiations.

8.3.3 If the dispute has not been resolved within fifteen (15) calendar days of the request for senior management negotiations, or such longer period as the parties may agree in writing, the parties may mutually agree to have the dispute referred to mediation. The parties shall bear the cost of any mediation equally.

8.3.4 If *Owner* and *Contractor* are unable to resolve the dispute through negotiations or mediation, the *Owner* may elect to have the dispute resolved through arbitration or the courts.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and replace with the following:

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“9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 1.5.1;”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add new paragraph 9.2.10 as follows:

“9.2.10 *Contractor* shall indemnify and hold harmless *Owner*, *Owner’s* other contractors and suppliers, and their agents and employees, from and against claims and demands, losses, costs, damage, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were brought onto or made at the *Place of the Work* by *Contractor*, its *Subcontractors*, *Suppliers*, employees, agents or representatives after *Contractor* commenced the *Work*. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 13.1 INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.”

GC 9.4 CONSTRUCTION SAFETY

Delete paragraph 9.4.1 to 9.4.5 in their entirety and replace with the following:

“9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance by it and its *Subcontractors* and *Suppliers* with the applicable construction health and safety legislation. The *Contractor* shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. The *Contractor* hereby accepts the designation of “constructor” as defined in the *OHSA*, and responsibility for the obligations and liabilities associated therewith.”

GC 9.5 MOULD

Amend paragraph 9.5.2.3 by adding the following words “and any other costs and expenses reasonably incurred by the *Owner* in respect of the presence of such mould,” after the words “paragraph 9.5.1.3,”

Amend subparagraph 9.5.2.4 by adding the words “and the *Consultant*” after the word “*Owner*”.

GC 11.2 CONTRACT SECURITY

Add new GC 11.2 CONTRACT SECURITY as follows:

“GC 11.2 CONTRACT SECURITY

11.2.1 If required by the *Contract Documents*, the *Contractor* shall deliver to the *Owner* prior to the commencement of the *Work* a performance bond and a labour and material payment bond each in the amount of fifty percent (50%) of the *Contract Price*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

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- 11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact business of suretyship in the province or territory in the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*.”

GC 12.1 – READY-FOR-TAKEOVER

Amend paragraph 12.1.2 by deleting “paragraphs 12.1.1.3 to” and replacing with “paragraph”.

Amend paragraph 12.1.4 by (a) deleting the words “and will” in the first line, and (b) deleting “10 calendar days” and replacing with “fifteen (15) *Working Days*, or such longer period as may be reasonably required in the circumstances”.

GC 12.2 – EARLY OCCUPANCY BY THE OWNER

Delete paragraphs 12.2.1 to 12.2.4 in their entirety and replace with the following:

“12.2.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work*, if, in the opinion of the *Consultant* and *Owner*, such entry or occupation does not prevent or substantially interfere with the *Contractor* in completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract* or its obligations under the *Contract*.”

12.2.2 The use or occupancy of the *Work* or any part thereof by the *Owner* shall not be taken in any manner as an acceptance by the *Owner* of any work or any other part or parts of the *Work* or *Products* not in accordance with the *Contract Documents* or to relieve the *Contractor* or its surety from liability in respect of the observance or performance of the *Contract* save to the extent that loss or damage is caused during such use or occupancy by the *Owner* or by persons for whom the *Owner* is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the *Work* or any part thereof by the *Owner* shall not release the *Contractor* from liability, or waive or impair any rights of the *Owner*.”

GC 12.3 WARRANTY

Amend paragraph 12.3.6 by adding “, unless otherwise required by the *Contract Documents*” to the end of the third sentence.

GC 13.1 INDEMNIFICATION

Delete paragraph 13.1.5 in its entirety and replace with “Intentionally deleted”.

GC 13.2 WAIVER OF CLAIMS

Delete paragraphs 13.2.3, 13.2.4, 13.2.5 and 13.2.10 and replace with “Intentionally deleted.”

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PART 14 OTHER PROVISIONS as follows:

Add new PART 4 - OTHER PROVISIONS as follows:

“PART 4 – OTHER PROVISIONS

GC 14.1 OWNERSHIP OF MATERIALS

14.1.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*.

GC 14.2 CONSTRUCTION LIENS

14.2.1 *Contractor* shall ensure that *Owner’s* title to the *Place of the Work* and *Project* are kept free and clear of all construction liens and certificates of action claimed by any person providing services and/or materials to *Contractor* for the *Project*. For greater certainty, this GC 14.2 shall not apply to construction liens or certificates of action that arise as a direct result of the failure by *Owner* to pay *Contractor* amounts properly due in accordance with the terms of this *Contract*.

14.2.2 If a claim for lien or certificate of action arising from the performance of the *Work* is registered against the *Project* or the *Place of the Work*, or given to the *Owner*, the *Contractor* shall, within ten (10) *Working Days* of becoming aware of such claim for lien or certificate of action, at *Contractor’s* expense, vacate, discharge, or remove the claim for lien and/or certificate of action from title to the *Place of the Work*.

14.2.3 If a written notice of a lien arising from the performance of the *Work* is given to the *Owner*, the *Contractor* shall, within ten (10) *Working Days* of becoming aware of such lien, at its expense, vacate or arrange for the withdrawal of the written notice of a lien.

14.2.4 If the *Contractor* fails or refuses to vacate or discharge a claim for lien or certificate of action or fails or refuses to vacate or arrange for the withdrawal of a written notice of a lien, within the time prescribed in paragraphs 14.2.2 and 14.2.3 (as applicable), the *Owner* shall, at its option, be entitled to take all steps necessary to vacate, discharge, and/or have withdrawn, the claim for lien, certificate of action, and/or written notice of a lien and all costs and expenses incurred by the *Owner* in doing so (including, without limitation, all legal fees on a full indemnity basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the claim for lien, certificate of action, or written notice of a lien) shall be for the account of the *Contractor*, and the *Owner* may deduct such amounts from the amounts otherwise due or owing to the *Contractor* and/or claim as damages.”