

GENERAL REFERENCE

The Standard Construction Document, CCDC 2-2020, Stipulated Price Contract, consisting of the Agreement between *Owner* and *Contractor*, Definitions and the General Conditions of the Stipulated Price Contract, and these Supplementary Conditions, are part of the *Contract Documents*.

The following Supplementary Conditions shall be read in conjunction with the Canadian Standard Construction Document, CCDC 2-2020. These Supplementary Conditions and Amendments shall modify, delete and/or add to the Agreement between the *Owner* and the *Contractor*, Definitions and General Conditions of the Stipulated Price Contract CCDC 2-2020.

Section and paragraph references below are to the corresponding sections and paragraphs of the Agreement between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract all forming part of Standard Construction Document, CCDC 2-2020, Stipulated Price Contract. The Stipulated Price Contract, CCDC 2-2020, is amended as follows:

1. GENERAL

1.1 These Supplementary Conditions and Amendments shall modify, delete and/or add to the Agreement between the *Owner* and the *Contractor*, Definitions and General Conditions of the Stipulated Price Contract CCDC 2-2020.

1.2 Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is supplemented by one 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.

1.3 Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is amended, deleted, voided, or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, voided, deleted or superseded, shall remain in effect, and the numbering of the deleted item will be retained, unused.

2. AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.1 ARTICLE A-1 THE WORK

2.1.1 Delete paragraph 1.3 and replace with the following:

“1.3 commence the *Work* by **May 01, 2026**, and, subject to adjustment in the *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover* by the *Scheduled Ready-to-Takeover Date*, and attain *Total Completion of the Work* by the *Scheduled Total Completion Date*.”

2.2 ARTICLE A-5 PAYMENT

2.2.1 Amend paragraph 5.1 by deleting “in accordance with legislation and statutory regulations respecting holdback percentages” and replacing with “a statutory holdback of ten percent (10%) as per the *Payment Legislation*”.

2.2.2 Delete paragraph 5.1.2 and replace with the following:

“5.1.2 upon *Substantial Performance of the Work*, as certified by the *Consultant*, sixty one days after the publication of the certificate of substantial performance and there being no claims for lien registered against the Project, and the conditions of GC 5.4.5 have been satisfied, and subject to GC 5.5, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such Value Added Taxes as may be applicable to such, and”

2.2.3 Delete paragraph 5.2.1(1) and replace with the following: “the Royal Bank of Canada Prime Lending Rate at time of occurrence plus two percent (2%)”.

2.2.4 Delete paragraph 5.3.1(2).

2.3 ARTICLE A-7 LANGUAGE OF CONTRACT

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

2.4 ARTICLE A-8 SUCCESSION

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

2.5 ARTICLE A-9 GENERAL

2.5.1 Insert new Article A-9 GENERAL as follows:

“9.1 It is agreed that one of the reasons why the *Contractor* was selected for the *Work* is the *Contractor’s* representation and warranty that it will attain *Ready-for-Takeover* and the *Total Completion of the Work* by the dates set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that *Ready-for-Takeover* be achieved by the prescribed date and that time is of the essence of this *Contract*.

9.2 Time is of essence of the *Contract*.

9.3 *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 the *Contractor* with the *Owner* other than the relationship of independent contractor. Nothing contained in the *Contract* shall create any employment or contractual relationship between *Owner* (or anyone acting on its behalf) and any *Contractor* personnel.

9.4 No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, *Owner*, or the *Consultant*, or anyone on their behalf, shall relieve *Contractor* from performing or fulfilling any of its obligations under the *Contract*. Without limitation, whenever any drawings, plans, procedures, programs or other work product of *Contractor* requires any review, inspection, comment or approval by any governmental authority, *Owner*, or the *Consultant*, or anyone on their behalf, any such review, inspection, comment or approval shall not, in any way, reduce or modify any of *Contractor’s* obligations under the *Contract*.

- 9.5 If any part of the *Contract* or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the *Contract*, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the *Contract* shall be valid and enforceable to the fullest extent permitted by law.
- 9.6 If any part of the *Contract* or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the *Contract*, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the *Contract* shall be valid and enforceable to the fullest extent permitted by law.
- 9.7 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.
- 9.8 This *Contract* may be executed in any number of counterparts, and all such counterparts shall together constitute one instrument binding on the parties hereto, provided each party hereto has executed at least one counterpart, including any counterpart executed by a party hereto and transmitted to the other party hereto by facsimile transmission or by electronic mail with PDF attachment, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.”

3. DEFINITIONS

3.1 Delete the definition of *Payment Legislation* and replace with the following: “*Payment Legislation* means the *Construction Act*”.

3.2 Add the following new definitions:

.1 **Construction Act**

Construction Act means the Ontario *Construction Act*, R.S.O. 1990, c. C. 30, as amended.

Commissioning

Commissioning means the process of putting the *Work* or any part thereof into operation and includes Start-Up, Verification and Performance Testing as described in the *Contract Documents*.

Completion of Commissioning

Completion of Commissioning means the point in time at which the *Owner* and the *Consultant* are satisfied that the *Contractor* has successfully completed *Commissioning*.

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).

Hazardous Substances

Hazardous Substances are any substances including, without limitation, any solid, liquid, gas, odour, heat, sound, vibration or radiation, mould, bacteria or any combination thereof which may impair the natural environment, injure or damage property, plant or animal life, or harm or impair the health of any person, and includes any substances recognized or characterized as hazardous or toxic under applicable law.

Make Good

Make Good, *Made Good*, or *Making Good* means to restore new or existing work that has been rejected by the *Consultant*, damaged, cut, or patched. In addition, *Make Good* or *Making Good* requires the use of materials identical to the original materials, with visible surfaces matching the appearance of the original surfaces in all details, and with no apparent junctions between restored and original surfaces. Where original materials are not available, the *Contractor* shall propose substitute materials for review by the *Consultant* prior to ordering such materials or commencing *Making Good*. *Making Good* may require replacement of affected work in whole or in part.

Outbreak Memorandum

Outbreak Memorandum means any written memorandum, declaration, direction, or instruction issued by the *Owner*, including, without limitation, the *Owner's* Infection Prevention and Control (IPAC) department, regarding any health and safety matter, infectious disease, epidemic, pandemic, and/or *COVID-19*.

OHSA

The term "*OHSA*" shall refer to the *Occupational Health and Safety Act* R.S.O. 1990 c.0-1 as amended, and all regulations passed thereunder.

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.

Scheduled Ready-for-Takeover Date

Scheduled Ready-for-Takeover Date means **September 01, 2026**.

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*.

WSIB

WSIB means the Ontario Workplace Safety and Insurance Board that is responsible for administering the *Workplace Safety and Insurance Act, 1997* (Ontario).

GENERAL CONDITIONS**GC 1.1 CONTRACT DOCUMENTS**

- .1 Amend paragraph 1.1.5.1 by moving "Supplementary Conditions" to the top of the order of priority.
- .2 Delete paragraph 1.1.10 in its entirety and substitute new paragraph 1.1.10 as follows:

"1.1.10 The design information furnished to the *Contractor* as part of the *Contract Documents*, including the *Drawings* and *Specifications*, are the property of the *Owner* and/or the *Consultant*, and are to be used by the *Contractor* only for the purposes of performing the *Work*. The *Contractor* shall not copy, alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without written authorization from the *Owner* and the *Consultant*.
- .3 Add new paragraphs 1.1.12 to 1.1.15 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 Industry reference standards, whether or not bound in the *Contract Documents*, shall apply to relevant sections of the *Work*, unless otherwise instructed by the *Consultant* and/or *Owner*.
- 1.1.14 The *Drawings* are a diagrammatic view of the *Work* required but do not limit the extent of the *Work* required to totally complete the details of *Work* intended. It is the *Contractor's* responsibility to apply their expertise to execute the *Work* by the *Contract Documents*. The *Contractor* shall coordinate all *Drawings* with the sizes and dimensions of services, fixtures, and equipment locations shown on the plans or as job conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the *Owner*, unless a *Change Order* has been issued or there has been a negligent error or omission by the *Consultant*.
- 1.1.15 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

- .1 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* without the prior written consent of *Owner*, acting reasonably. The *Owner* may assign the *Contract* without the consent of the *Contractor* upon proving *Notice in Writing* to the *Contractor*.”

GC 1.5 PROJECT REQUIREMENTS

- .1 Add new paragraph 1.5.1 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 hospital 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* personnel referred to in GC 3.6, subject to the *Owner's* approval, in the event of death, incapacity, termination or resignation;

- .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*; and
- .4 it will achieve *Substantial Performance of the Work* and the *Total Completion Date* by the date set out in Article A-1, paragraph 1.3.

GC 2.2 ROLE OF THE CONSULTANT

- .1 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*.”
- .2 Amend paragraph 2.2.5 by (a) adding the words “to *Contractor*” after the words “The *Consultant* will not be responsible” in the first sentence of the paragraph, (b) adding the word “schedules” after the word “techniques”, (c) adding the following to the end of the second sentence “or to adhere to the construction schedule”, and (d) adding the following to the end of the paragraph:

“The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other person performing any portion of the *Work*.”
- .3 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”.
- .4 Amend paragraph 2.2.7 by inserting “*Contractor* or *Owner* on its own behalf or on behalf of” after the word “by” in the second line.
- .5 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*.”
- .6 Amend paragraph 2.2.13 by deleting the word “submittals” and replacing with “*Submittals*”.
- .7 Amend paragraph 2.2.18 by deleting the words “against whom the Contractor makes no reasonable objection”.
- .8 Insert a new paragraph, numbered 2.2.19, to read as follows: “Verbal instructions and amendments, regardless of their source will not be binding to the *Contract*.”

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- .1 Amend paragraph 2.3.2 by inserting in line 1 “, *Commissioning*” after “inspections,”. Insert in line 3 “and *Commissioning*” after “inspection”.
- .2 Amend paragraph 2.3.3 by inserting in line 1 “, *Commissioning*” after “certificates.
- .3 Amend paragraph 2.3.4 by inserting in line 2 “*Commissioning*” after “inspections,”. Insert in line 3 “or *Commissioning*” after “tests”.
- .4 Amend paragraph 2.3.5 by inserting “Subject to paragraph 2.3.4” at the beginning of the third sentence.
- .5 Amend paragraphs 2.3.6 and 2.3.7 by inserting “or *Commissioning*” after “inspection” in all instances.
- .6 Add new paragraph 2.3.8 as follows:

“The *Consultant*, the *Owner* and their representatives shall at all times have access to the *Project* and be permitted to examine the *Work* and materials used or to be used for the *Work*, and the *Contractor* agrees to provide reasonable facilities for such inspection.”

GC 2.4 DEFECTIVE WORK

- .1 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:

“2.4.1 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*.”
- .2 Amend paragraph 2.4.3 by deleting the words “... the difference in value between the *Work* as performed and that called for by the *Contract Documents*” and insert the words “... the value of such *Work* as is necessary to correct any non-compliance with the *Contract Documents*.”
- .3 Add new paragraphs 2.4.4, 2.4.5 and 2.4.6:
 - 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 operation of the *Owner*.
 - 2.4.5 Upon notification of a defect in the *Work*, the *Contractor* shall, within five working days, promptly provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by the *Consultant*, the *Contractor* shall proceed with the remedial measures without adversely affecting the construction schedule.

- 2.4.6 Notwithstanding any rejection of the *Work* by the *Consultant* or deduction of an amount otherwise due to the *Contractor* by the *Owner* as a result of defective work, the *Contractor* is required to continue the *Work* in accordance with the *Contract Documents*.

GC 3.1 CONTROL OF THE WORK

- .1 Amend paragraph 3.1.1 by inserting “schedule, coordinate,” after the word “effectively”.
- .2 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”.
- .3 Add new paragraphs 3.1.3 and 3.1.4 as follows:
- “3.1.3 Prior to commencing procurement, or fabrication construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant*, in writing, and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.
- 3.1.4 *Contractor* shall perform the *Work* in a good and workmanlike manner, using new materials, in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*. *Contractor* acknowledges that both time and quality are of the essence and *Contractor* will perform the *Work* or cause the *Subcontractors* and *Suppliers* to perform the *Work* in accordance with the construction schedule.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .1 Delete subparagraph 3.2.2.1 in its entirety and replace with “Intentionally deleted”.
- .2 Delete subparagraph 3.2.2.2 in its entirety and replace with “Intentionally deleted”.
- .3 Add new subparagraph 3.2.3.5:
- 3.2.3.4 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*.

Owner's own forces and other contractors will be required to comply with the directions and instructions from the *Contractor*.

- .4 Delete the last sentence of paragraph 3.2.5.
- .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*.”
- .6 Add new paragraph 3.2.7 as follows:
“3.2.7 Placing, installing, application and connection of work by the *Owner's* own forces or by other contractors, on and to the *Work* will not relieve the *Contractor's* responsibility to provide and maintain the specified warranties unless a defect has been created by the *Owner's* own forces or *Owner's* other contractors.”

GC 3.3 TEMPORARY WORK

- .1 Add new paragraph 3.3.4 as follows:
“3.3.4 Temporary or trial usage of any mechanical device, machinery, apparatus, equipment or materials shall not be construed as evidence of acceptance of the same and no claim for damage shall be made by the *Contractor* for injury to or breaking of any part of such work which may be used.”

GC 3.4 CONSTRUCTION SCHEDULE

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:
“3.4.1 The *Contractor* shall,
.1 Unless it is required to be submitted earlier in accordance with the *Contract Documents*, then prior to submitting the first application for payment, submit to the *Owner* and the *Consultant* for their review and acceptance a construction schedule in electronic format and in hard copy, indicating the critical path for the *Project* demonstrating that the *Work* will be performed in conformity with the *Contract Time* and the *Contract Documents*. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;
.2 Provide the necessary expertise and resources (including, without limitation, personnel and equipment) as are necessary to maintain progress under the accepted baseline construction schedule referred to in paragraph

3.5.1.1 or any successor or revised schedule accepted by the *Owner* pursuant to this GC 3.4;

- .3 Monitor the progress of the *Work* on a weekly basis relative to the construction schedule, reviewed and accepted pursuant to paragraph 3.4.1.1, or any successor or revised schedule accepted in writing by the *Owner* pursuant to GC 3.4, update the construction schedule on a monthly basis and advise the *Consultant* and the *Owner* in writing of any variation from the baseline construction schedule or slippage in the baseline construction schedule; maintain an updated copy of the construction schedule at the *Place of Work* at all times; and
- .4 If, after applying the expertise and resources required under paragraph 3.4.1.2, the *Contractor* forms the view that the slippage in baseline construction schedule reported in paragraph 3.4.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.4.1.3, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 - CHANGES IN THE WORK.

- .2 Add new paragraph 3.4.2:

“3.4.2 If at any time it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice to that effect to the *Owner* or the *Consultant* pursuant to 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. For delay to the schedule caused by the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, the *Owner* may instruct the *Contractor*, at the *Contractor*'s expense, to employ additional labour and equipment or work overtime or employ any other reasonable procedures, at no expense to the *Owner*, to bring the *Work* back to conform with the schedule.

GC 3.5 SUPERVISION

- .1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.6.1:

“3.5.1 The *Contractor* shall employ competent project managers, superintendents, coordinators and other personnel, including those referred to in the Instructions to Bidders and Stipulated Price Bid Form, who will not be removed or replaced during the course of the *Work* without the written consent of the *Owner*,

which approval shall not be unreasonably withheld. Should any of the *Contractor's* personnel prove to be unacceptable to the *Owner*, the *Owner* shall give written notice to the *Contractor* who shall, within seven days of receipt of the written notice, immediately make arrangements to appoint a replacement acceptable to the *Owner*.

- .2 Add new paragraph 3.5.3:

“3.5.3 The *Contractor's* site superintendent for the *Contract* shall devote their full time during working hours to the *Project* and remain at the *Place of the Work* until a final certificate of payment has been issued by the *Consultant* and all deficiencies in the *Work* have been rectified to the satisfaction of the *Owner*. The full-time site superintendent for the *Contract* named in the Stipulated Price Bid Form and any acceptable replacement shall represent the *Contractor* at the *Place of the Work* and notices and instructions given to the site superintendent for the *Contract* by the *Consultant* shall be held to have been received by the *Contractor*.”

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- .1 Amend paragraph 3.6.2 by inserting the following at the end of the paragraph “The *Contractor* agrees not to change *Subcontractors* without prior written approval of the *Owner*. Where the *Contractor* wishes to change identified *Subcontractors* or *Suppliers*, it shall set out in writing to the *Owner* sufficient reasons for the desired change. If the *Owner* is not satisfied with the *Contractor's* reason for wanting to change an identified *Subcontractor* or *Supplier*, it shall have the *Consultant* notify the *Contractor* that its request is not acceptable to the *Owner* and that the *Contractor* is required to proceed with the identified *Subcontractor* or *Supplier*.”
- .2 Amend 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 which case the *Contractor* will not be entitled to any change in *Contract Price* or *Contract Time*”.
- .3 Add the following new paragraphs 3.6.7 and 3.6.8 as follows:
- “3.6.7 The *Contractor* shall coordinate the work of all trades and other contractors including those engaged by the *Owner* directly and determine to what extent work specified in each section of the *Specifications* is affected by work indicated elsewhere and make all necessary allowances for their integration. All additional work resulting from failure to make such determination shall be done at no cost to the *Owner*.”
- 3.6.8 The *Contractor* and its *Subcontractors* shall pay all of their respective *Subcontractors*, *Suppliers*, and workers that they employ such sums as are due to them. The *Contractor* shall take all necessary steps to ensure

that the *Subcontractors* and *Suppliers* do likewise. All payments shall be made promptly when due and in accordance with applicable laws.”

GC 3.7 **LABOUR AND PRODUCTS**

- .1 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.

- .3 Delete subparagraph 3.8.3.1 in its entirety and substitute new subparagraph 3.8.3.1 as follows:

“.1 the *Contractor* has determined, verified and correlated all field measurements with the *Shop Drawings* and any *Submittals* and field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so if not possible at that time, and”

- .4 Delete paragraph 3.8.7 and replace with the following:

“3.8.7 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon, or, in the absence of such schedule, within fifteen (15) *Working Days*. If, for any reason, the *Consultant* cannot process them within the agreed-upon schedule or within fifteen (15) *Working Days*, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the *Shop Drawings* and *Submittals* schedule to correspond to changes in the construction schedule.”

- .5 Add the following new paragraphs 3.8.8 to 3.8.11:

“3.8.8 The *Contractor* shall provide *Shop Drawings* and *Submittals* in the form specified, or if not specified, as directed by the *Consultant*.

3.8.9 *Shop Drawings* and *Submittals* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person

responsible for the review that the *Contractor* has reviewed each one of them.

- 3.8.10 *Shop Drawings* and *Submittals* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval. For greater certainty, the *Contractor* shall be responsible for all costs associated with making any such submission and obtaining any associated permits or approvals, including costs associated with any review or inspection and any permit fees, trade or otherwise.”
- 3.8.11 The *Contractor* shall provide revised *Shop Drawings* and *Submittals* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* or other *Submittals* other than those requested by the *Consultant*.”

GC 3.9 – CLEAN UP

- .1 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

- .1 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 Except for those normally used during the performance of the *Work*, such as elevator, mechanical, electrical, hydro, the *Contractor* shall not use any service plant or equipment installed as part of the *Work* without prior written consent from the *Owner*. On receipt of such consent, the *Contractor* shall be subject to any conditions set out as part of such consent and shall be responsible for all costs, damage and compensation for wear and tear.
- 3.10.4 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

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

“GC 3.11 DOCUMENTS AT THE SITE

- 3.11.1 The *Contractor* shall keep one copy of the current *Contract Documents, Supplemental Instructions, Contemplated Change Orders, 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

- .1 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*.

- 3.12.2 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 his 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 3.13 DOCUMENT REVIEW

- .1 Add new GC 3.13 DOCUMENT REVIEW as follows:

“GC 3.13 DOCUMENT REVIEW

- 3.13.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall comply with the standard of care described in paragraph 1.5.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information for the *Consultant*”.
- 3.13.2 Neither the *Owner* nor the *Consultant* will be responsible for oral instructions.”

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

- “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 shall be reallocated, at the *Owner’s* 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.”

- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5 as follows:
- “4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor’s* overhead and profit on such amount.”
- .3 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.”
- .4 Add the following new paragraphs 4.1.8 to 4.1.10:
- “4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, competitive bids for portions of the *Work*, to be paid for from cash allowances. If the *Owner* determines to proceed with competitive bids, the *Contractor* shall comply with the directions of the *Owner*.
- 4.1.9 The *Contractor* shall submit to the *Consultant* and the *Owner* as required, before submission of final application for payment, copies of invoices and statements from the *Suppliers* furnishing material and equipment purchased under cash allowance in accordance with Section 01 21 00 of the specifications.
- 4.1.10 Expenditure of cash allowance items will be authorized in writing.”

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Amend the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.
- .2 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:
- “5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.”
- .4 Delete paragraph 5.1.2 in its entirety and replace with “Intentionally deleted”.

GC 5.2 APPLICATIONS FOR PAYMENT

- .1 Amend paragraph 5.2.2 by 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*.”
- .2 Amend paragraph 5.2.3 by deleting “delivered to” and substitute “incorporated into”.
- .3 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 accordance with the *Contract Documents*.”
- .4 Amend paragraph 5.2.7 by adding the following “as a true condition precedent to the *Contractor’s* right to payment under this *Contract*” after the words “the first payment,” in the second line.
- .5 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 *Substantial Performance of the Work* notwithstanding that title has passed to the *Owner* pursuant to GC 14.1 OWNERSHIP OF MATERIALS.”
- .6 Add new paragraphs 5.2.9 to 5.2.11, as follows:
- “5.2.9 The *Contractor* shall prepare and maintain current as-built *Drawings* which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built *Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built *Drawings* not presented for review.
- 5.2.10 Submit to the *Consultant*, and updated three (3) month cash flow forecast with each application for payment including the first application.
- 5.2.11 The *Consultant* shall not issue a certificate of payment as described under paragraph 5.3.1 if the *Contractor’s* application for payment is not accompanied by all of the documents described by GC 5.2.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 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, within one *Working Day*, deliver to the *Consultant* and *Owner* a written application for payment of the lien holdback amount, in accordance with GC 5.3, for review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of *Work*.”

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

.3 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 on the first *Working Day* following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.”

.4 Delete paragraph 5.4.4 in its entirety and replace with “Intentionally deleted”.

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

.6 Add new paragraphs 5.4.7, 5.4.8 and 5.4.9 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*, shall establish reasonable dates for finishing the *Work* and correcting any deficient *Work*, which in any event shall be consistent with the *Scheduled Total Completion Date*.”

5.4.8 The *Contractor* shall publish, in a construction trade newspaper in the area of the location of the *Work*, a copy of the Certificate of *Substantial Performance of the Work* within seven (7) days of receiving a copy of the certificate signed by the *Consultant*, and the *Contractor* shall provide suitable evidence of the publication to the *Consultant* and *Owner*. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish and back charge the *Contractor* its costs for doing so.

5.4.9 For the purposes of *Substantial Performance of the Work* and subsection 2(1) of the Ontario *Construction Act* relating to the meaning of substantial performance, the *Contractor* acknowledges that the improvement required by this *Contract*, cannot be considered “ready for use” until all items listed in

paragraphs (a) through (j) below have been completed and/or provided in full to the *Owner*. The *Contractor* agrees that its failure to submit all of the listed materials and documentation in conformance with the *Contract Documents* shall constitute proper grounds for the *Consultant* to reject the *Contractor's* application for *Substantial Performance of the Work*.

- (a) Submission of Warranties, Data Manuals and As-Built Drawings and Specifications in acceptable manner;
- (b) Instruction of *Owner* in the operation of systems;
- (c) Approval to occupy completed work, from authorities having jurisdiction;
- (d) Insurance advisory organization approval of sprinkler system received by *Consultant*;
- (e) Submission to and acceptance by the *Consultant* of interim accounts of the *Work* showing all additions and deletions to the *Contract Price*;
- (f) Elevator inspection and approval by governing authority received by *Consultant*;
- (g) All systems and equipment started up and tested including final balancing required by the *Contract Documents*;
- (h) All life safety systems verified by *Contractor* and *Consultant* as complying with the requirements of the *Contract Documents*;
- (i) Local fire authority has inspected and confirmed that life safety systems are acceptable.
- (j) All spare parts and maintenance materials.

and any other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* is substantially performed in accordance with the requirements of the *Contract Documents* and the municipal government, utilities and other authorities having jurisdiction.”

GC 5.5 FINAL PAYMENT

.1 Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1 as follows:

5.7.1 When the *Contractor* considers that the *Work* is completed and satisfies the requirements of *Total Completion of the Work* and *Completion of Commissioning*, the *Contractor* shall submit an

application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered as agreed to in writing by the Owner pursuant to paragraph 5.4.9 together with fully complete as-built *Drawings*. Should the *Contractor* fail to deliver any of the said documents, or other documents required to be delivered pursuant to the *Contract Documents*, the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor*, an amount, in the discretion of the *Owner*, up to the full amount otherwise payable to the *Contractor* as security for the obligation of the *Contractor* to deliver the undelivered documents.

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

.3 Delete paragraph 5.5.4 in its entirety and substitute the following:

“5.5.4 “Subject to the other requirements of the *Contract*, the unpaid balance of the *Contract Price* shall become payable to the *Contractor* on the later of: (i) the 10th *Working Day* following the expiration of the statutory limitation period stipulated in the *Construction Act*, and (ii) the 10th *Working Day* following the issuance of the *Consultant's* final certificate for payment, subject to the *Owner's* right to withhold payment from the unpaid balance of the *Contract Price* for any amounts required pursuant to GC 5.8 WITHHOLDING OF PAYMENT, and any sums required to satisfy any lien or trust claims arising from the *Work*”.

.4 Add new paragraphs 5.5.5 and 5.5.6 as follows:

“5.5.5 As an additional precondition for release of the final payment, the *Contractor* shall submit the following documentation:

.1 *Contractor's* written request for release of final payment, including a declaration that no written notices of lien have been received by it.

.2 *Contractor's* Statutory Declaration CCDC 9A-2001.

.3 *Contractor's* WSIB Clearance Certificate.

5.5.6 As of the date of the final payment or the date of payment is made releasing monies withheld in accordance with the lien legislation applicable to the *Place of Work*, whichever is earlier, the *Contractor* expressly waives and releases the *Owner* from all claims except those made in writing prior to that date and still unsettled.”

GC 5.8 WITHHOLDING OF PAYMENT

.1 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;
- .4 evidence of the *Contractor's* failure to make payments to *Subcontractors* or *Suppliers*;
- .5 unsatisfactory prosecution of the *Work* by the *Contractor* or any *Subcontractor*; and
- .6 the *Contractor's* failure to attain the *Contract Time*.

5.8.3 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

.1 Add the following new paragraphs 6.1.3 to 6.1.14 as follows:

6.1.3 With respect to the valuation of any adjustment in the *Contract Price*, subject to any different or additional requirements contained in the *Specifications*, the following shall apply:

- .1 If applicable, unit prices included in the *Contract*, or prices pro rata thereto, will be used to value changes;
- .2 Proposed methods of adjustment should contain itemized breakdowns describing the net actual value of the *Work* (excluding *Value Added Taxes*), the *Contractor's* mark-up for overhead and profit, the mark-up for overhead and profit of *Subcontractors*, and where appropriate, detailed quotations or cost vouchers from *Subcontractor* and *Suppliers*;

- .3 All overhead costs are deemed to include both site and head office overhead costs, as well as any applicable insurance and bonding costs;
 - 4. Labour costs shall be the actual labour costs based upon rates prevailing at the *Place of the Work* and payable to workers, plus applicable statutory charges such as WSIB, Employment Insurance, Canada Pension, vacation pay, and hospitalization and medical insurance;
 - .5 If a change involves both additions and deletions to the *Work*, the value of the change will be determined based upon the net difference to the *Work* occasioned by the change. For greater certainty, the *Contractor's* mark-up for overhead and profit only will be applied to the net value of the change.
- 6.1.4 The *Owner*, through the *Consultant*, reserves the right to authorize payment for a change in the *Work* by means of *Cash Allowance*. For greater certainty, the *Contractor* is not entitled to any mark-up for overhead and profit on such amounts.
- 6.1.5 In the event that any change to the *Work* results in a reduction in the *Contract Price*, the *Contractor* shall not be entitled to claim for any lost revenue, lost profit or loss of anticipated profit related thereto.
- 6.1.6 Where *Work* is added to the *Contract*, the *Contractor* shall only be entitled to an increase in the *Contract Price* by the cost of performing the *Work* as agreed or in accordance with GC 6.3.7 as amended including all applicable taxes, but excluding *Value Added Taxes*, plus the following, identified separately:
- .1 *Contractor's* mark-up on its own work:
 - .1 Overhead and profit: 10%
 - .2 *Contractor's* mark-up on *Subcontractor's* work:
 - .1 Overhead and Profit: 5%
 - .3 *Subcontractor's* mark-up on its own work:
 - .1 Overhead and Profit: 10%
 - .4 If *Subcontractor* retains another subcontractor (“sub-subcontractor”), no additional mark-up shall be charged to the *Owner* for the sub-subcontractor’s work.
- 6.1.7 Costs for the following items shall be considered to be included in the *Contractor's* and *Subcontractor's* percentage fees:

- .1 *Contractor's* site and head offices expenses;
 - .2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel;
 - .3 Temporary site office, including costs for telephone and facsimile machine;
 - .4 Small tools (valued less than \$2000);
 - .5 Record drawings (per *Owner's* AutoCAD layering standards.); and
 - .6 Clean-up and disposal of waste materials.
- 6.1.8 Labour costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus statutory charges on labour including statutory workers' insurance, employment insurance, Canada Pension, vacation pay, medical and health benefits.
- 6.1.9 *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*.
- 6.1.10 There shall be no adjustment to the *Contract Time* should *Contractor* fail to present a request for a specific adjustment to the *Contract Time*, if any, (i) at the time of first presenting a request for adjustment to the *Contract Price* in response to a *Contemplated Change Order*; or (ii) within ten (10) *Working Days* of receipt of a *Change Directive*.
- 6.1.11 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 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*.
- 6.1.12 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever relating to a *Contractor* claim unless notice in writing of the claim is given to *Owner*, through the *Consultant* not later than twenty (20) *Working Days* after *Contractor* becomes aware of the claim.
- 6.1.13 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.

- 6.1.14 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.”

GC 6.2 CHANGE ORDER

- .1 Delete paragraph 6.2.1 insert new paragraph 6.2.1 as follows:

“6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall promptly provide the following:

- .1 Quotations from the *Subcontractors* on the *Subcontractor's* letterhead and with *Subcontractor's* signature.
- .2 Quotations from the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.
- .3 Quotation shall stipulate any adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- .4 Quotation shall indicate percentage values for overhead and profit by the *Contractor* and the *Subcontractors*.
- .5 Ensure all mathematical calculations are complete.
- .6 Quotations submitted with any of the above items missing or incorrect will be returned for revision.

GC 6.3 CHANGE DIRECTIVE

- .1 Amend paragraph 6.3.7.1(1) by adding “and” to the end of the sentence.
- .2 Delete paragraphs 6.3.7(2), (3) and (4) in their entirety and substitute new paragraph 6.3.7.1(2) as follows:

“(2) *Contractor* personnel carrying out the *Work*, including necessary supervisory services;”
- .3 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 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Delete paragraph 6.4.1 insert new paragraph 6.4.1 as follows:

“6.4.1 The *Contractor* shall immediately, and in no event, later than 2 Working Days after first observance, notify the *Consultant* and the *Owner* in writing, if in its opinion, the subsurface or otherwise concealed physical conditions at the *Place of the Work* which existed before the commencement of the *Work* and which differ materially from those indicated in the *Contract Documents* or a reasonable assumption of probable conditions based thereon.”

- .2 Add new paragraphs 6.4.5 and 6.4.6 as follows:

“6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, applying the standard of care described in paragraph 1.5.1, it carefully investigated the *Place of the Work* given the amount provided between the issue of bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. Notwithstanding any other provision in the Contract, the *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such investigation undertaken prior to the submission of the bid.

6.4.6 *Contractor* shall not be entitled to claim, and waives its rights to make a claim, for any additional compensation or any increase to the *Contract Time* or *Contract Price*, if the *Contractor* fails to provide notice to the *Owner* as required in GC 6.4.1.”

GC 6.5 DELAYS

- .1 Add the following to the end of paragraphs 6.5.1 and 6.5.2 “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”.

- .2 Add the following to the end of paragraph 6.5.3: “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).”

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

- .4 Add new paragraphs 6.5.6 to 6.5.9 as follows:

6.5.6 The *Contractor* shall at all times perform the services required to perform the *Work* in accordance with the *Contract Documents* as diligently and expeditiously and to maintain an orderly progress

of the *Work*, and in accordance with the *Contract Time* and any revisions thereto. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the *Contract Time*.

- 6.5.7 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contractor* shall take appropriate steps, in accordance with paragraph 3.4.2, to recover any lost time, and the costs of such recovery efforts shall be to the *Contractor's* account. To the extent that the *Contractor* caused delay results in the *Owner* incurring additional costs and expenses and/or a change in the *Contract Time*, the *Contractor* shall be liable to the *Owner* for the *Owner's* cost and damages arising therefrom, including but not limited to, all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provision of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.
- 6.5.8 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work*, in the event of a suspension or delay in the performance of the *Work*, regardless of the reason.
- 6.5.9 With respect to the impact of *COVID-19*, the *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*, caused by, resulting from, or related to any stop work order, legislation, measures, or direction, issued by any *Governmental Authorities* having jurisdiction over the *Project* or any *Outbreak Memorandum*, in respect to, related to, or resulting from *COVID-19* which arises after the execution of this *Contract*, then:
- .1 the *Contractor* shall be entitled to an extension of the *Contract Time* for a reasonable time caused by complying with such stop work order, legislation, measure, direction, or *Outbreak Memorandum*;
 - .2 the *Contractor* shall not be entitled to any increase in compensation whatsoever, including, without limitation, any (a) increase to the *Contract Price*, payment of (b) costs, expenses or damages, and/or (c) any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity; and

- .3 *Contractor* shall take and continue to take all commercially reasonable steps to eliminate or mitigate the consequences and delays related to such stop work order, legislation, measure, direction, and/or *Outbreak Memorandum*.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 In paragraph 6.6.5, delete “claim” in the second line and replace with “necessary claim information”.
- .2 Add new paragraph 6.6.7:

“6.6.7. The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor’s* failure to perform the *Work* in accordance with the terms and conditions of the *Contract*. Before the *Owner* makes a claim arising out of issuance of requests for information. The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims against the *Contractor* based on the *Consultant’s* invoices.”

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

- .1 Amend paragraph 7.1.2 by (a) adding the words “or *Owner* determines that sufficient cause exists to justify such action,” in line four after the word “degree”, and (b) deleting the words “including references to applicable provisions of the *Contract*”.
- .2 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”.
- .3 Delete paragraph 7.1.5.2 and replace with the following:

“7.1.5.2 withhold further payment to the *Contractor* until the *Owner* has completed all *Work* required by the *Contract Documents* and satisfied any of its costs or damages resulting from the *Contractor’s* default; and”
- .4 Amend paragraph 7.1.5.3 by deleting the words “as certified by the *Consultant*” in the first line.
- .5 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) 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

- .1 Amend paragraph 7.2.2 by deleting “20” and replacing with “60”.
- .2 Delete subparagraph 7.2.3.1 in its entirety and replace with “Intentionally deleted”.
- .3 Delete subparagraph 7.2.3.3 in its entirety and replace with the following:

“7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a Court, except where the *Owner* has a *bona fide* claim for set off, or”
- .4 Delete from line 2 of subparagraph 7.2.3.4, the words, “OF THE OWNER”.
- .5 Amend paragraph 7.2.4 by deleting “5” and substitute “15”.
- .6 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”.
- .7 Add the following new paragraph 7.2.6:

“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 GC7.2.3 permitting the *Contractor* to stop the *Work* or terminate the *Contract*.”

GC 8.1 AUTHORITY OF THE CONSULTANT

- .1 Delete 8.1.1, 8.1.2 and 8.1.3, and insert the following new paragraphs:

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of this *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by finding of the *Consultant* pursuant to the provisions of GC 2.2 ROLE OF THE CONSULTANT, paragraphs 2.2.7 and 2.2.8 shall be settled in accordance with the requirements of this General Condition.

- 8.1.2 The claimant shall give written notice of such dispute to the other party no later than seven (7) days after the receipt of the *Consultant's* finding given under GC 2.2 - ROLE OF THE CONSULTANT, paragraphs 2.2.7 or 2.2.8. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the *Contract Documents*. The other party shall reply within seven (7) days to such notice after he receives or is considered to have received it, setting out in such reply his grounds and relevant provisions of the *Contract Documents*.
- 8.1.3 If the matter in dispute is not resolved promptly the *Consultant* will give such instructions as in its opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* verifiable costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required him to do including costs resulting from interruption of the *Work*.
- 8.1.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourses, provided he has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.3.
- 8.1.5 If the parties have agreed to submit disputes to arbitration, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the *Place of the Work*.
- 8.1.6 If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 8.1.7 In recognition of the obligation by the *Contractor* to perform the disputed work as provided in paragraph 8.1.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Delete GC 8.3 in its entirety and replace with “Intentionally deleted”.

GC 8.4 RETENTION OF RIGHTS

- .1 Add new subparagraph 8.4.3:

“8.4.3 If the Parties agree under paragraph 8.1.5 to have a dispute resolved by arbitration, the *Contractor* agrees that this paragraph

8.3.3 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 is otherwise resolved between the parties; provided, however, that in no event shall the *Contractor* be deprived of its right to enforce its lien against the *Project* should the *Owner* fail to satisfy any arbitral award. For greater certainty, nothing in this paragraph 8.3.3 shall prevent the *Contractor* from taking the steps required by the *Construction Act* to preserve and/or perfect a lien to which it may be entitled.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

“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;”
- .2 Delete paragraph 9.1.2 in its entirety and replace with the following:

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or reasonably determinable from the *Contract Documents* or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 1.5.1.”
- .3 Add new paragraph 9.1.5:

“9.1.5 The *Contractor* shall neither undertake to repair and/or replace any damage whatsoever to the *Work* of other contractors, or to adjoining property, nor acknowledge the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. However, where there is danger to life or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add new paragraph 9.2.5(5) as follows:

“(5) Comply with the *Owner’s* requirements and specifications for *Hazardous Substances* contained in the *Contract Documents*.”
- .2 Add to paragraph 9.2.6 after the word "responsible", the following:

“or whether any toxic or *Hazardous Substances* or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* 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 *Owner* or others,”

3. In paragraph 9.2.7 after “is responsible” add:

“or that any toxic or *Hazardous Substances* or materials already at the *Place of the Work* prior to the Contractor commencing the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does comply with legal and regulatory requirements,”.

- .4 Add to paragraph 9.2.8 after the word “responsible”, the following:

“or that any toxic or *Hazardous Substances* or materials already at the *Place of the Work* prior to the Contractor commencing the *Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* 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 *Owner* or others,”

- .5 Amend paragraph 9.2.8.4 by adding the words “and the *Consultant*” after the word “*Owner*”.

- .6 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

- .1 Delete paragraphs 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 and the *Owner’s* safety and infection control regulations, guidelines and instructions for contractors, a

copy of which is found in the *Contract Specifications*. 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 under the *OHSA* for the *Project*, and responsibility for the obligations and liabilities associated therewith. Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner* a copy of the Notice of Project filed with the Ministry of Labour in respect of the *Work*.

9.4.2 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:

- .1 a current WSIB clearance certificate;
- .2 copies of the *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;
- .3 documentation of the *Contractor's* in-house safety-related programs;
- .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under *OHSA*.

9.4.3 The *Contractor* hereby represents and warrants to the *Owner* that appropriate health and safety instruction and training have been provided and will be provided to the *Contractor's* employees and *Subcontractors*, *Suppliers* and any one for whom the *Contractor* is responsible, before the *Work* is commenced and agrees to provide to the *Owner*, if requested, proof of such instruction and training.

9.4.4 The *Contractor* shall tour the appropriate area to familiarize itself with the job site prior to commencement of the *Work*.

9.4.5 The *Contractor* shall ensure all of the *Work* is performed in a safe manner. Without limiting the generally of the foregoing, the *Contractor* shall ensure that all of its employees and *Subcontractors* are fully acquainted and comply with the applicable requirements of the *OHSA*, the safety rules of the *Contractor* and of the *Owner*, all *Outbreak Memorandums*, and all the applicable laws, statutes and regulations. In addition, the *Contractor* shall ensure that all its employees and *Subcontractors* are, and remain, in full compliance with the applicable safety requirements prior to the commencement of the work and at all times during which the *Work* is performed.

9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant* and their respective agents, officers, directors, employees, consultants, successors and assigns from and against

the consequences of any and all safety infractions committed by the *Contractor* under *OHSA*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* 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.

9.4.7 In the event that the *Owner* engages other contractors at the *Place of the Work* or performs work with its own forces, the *Owner* 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, must comply with directions and instructions from the *Contractor* as “constructor” with respect to occupational health and safety and related matters.

9.4.8 Without limiting the generality of GC 9.4.6, the *Contractor*,

- .1 agrees to waive and release the *Owner* and its agents, officers, directors, employees, successors and assigns from any and all claims, demands, losses, costs, damages, actions, suits, or proceedings as against; *and*
- .2 shall indemnify and save harmless the *Owner*, the *Consultant* and their respective agents, officers, directors, employees, successors and assigns, from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings by any *Contractor’s* employees, *Subcontractors*, *Suppliers*, and/or third parties,

that arise out of, are caused or contributed by, or are attributable to *COVID-19*, including and without limiting the generality of the foregoing, any claims, demands, losses, costs, damages, actions, suits or proceedings arising from, caused or contributed by, or attributable to *COVID-19* outbreaks originating from or on the *Owner’s* premises.”

GC 9.5 MOULD

- .1 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,”
- .2 Amend subparagraph 9.5.2.4 by adding the words “and the *Consultant*” after the word “*Owner*”.
- .2 Delete paragraph 9.5.3.3 in its entirety and replace with the following:

“9.5.3.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*.”

If, in the opinion of the *Consultant*, the *Contractor* has been delayed in performing the *Work* and/or has incurred additional costs under paragraph 9.5.1.2, the *Owner* shall reimburse the *Contractor* for its reasonable costs incurred as a result of the delay as certified by the *Consultant*, and”

GC 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3:

“10.1.3 The *Owner* shall be entitled to all available refunds or rebates of all taxes and custom duties applicable to the *Contract*, and the *Contractor* shall cooperate with the *Owner* in ascertaining the amount of such tax and custom duties and if necessary claim on its own behalf and transfer to the *Owner* or facilitate a direct claim by the *Owner* for any such available refund or rebate.”

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Add the following to the end of paragraph 10.2.3: “The *Contractor* shall be responsible for the procurement and payment of construction deposits levied by the municipality in connection with the issuance of a building permit”.

- .2 Add to the end of paragraph 10.2.4, the following words:

“The *Contractor* 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 *Contractor* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code and provide to the *Consultant* and the *Owner* a copy of any inspection reports prepared by such inspector or registered code agency within 3 working days of such inspection.”

- .3 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraphs 3.13.1 and 3.8.10, the”.

GC 11.1 INSURANCE

- .1 Delete paragraph 11.1.3 in its entirety and substitute the following: “The *Contractor* shall be solely responsible for any deductible amounts under the required policies of insurance.”

GC 11.2 CONTRACT SECURITY

- .1 Add new GC 11.2 CONTRACT SECURITY as follows:

“GC 11.2 CONTRACT SECURITY

11.2.1 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.

- 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

- .1 Amend paragraph 12.1.2 by deleting “paragraphs 12.1.1.3 to” and replacing with “paragraph”.
- .2 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

- .1 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 his 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

- .1 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraph 3.4.1, the...”
- .2 Amend paragraph 12.3.6 by adding “, unless otherwise required by the *Contract Documents*.” to the end of the third sentence.

- .3 Add new paragraph 12.3.7 as follows:

“12.3.7 The time period for the warranty with respect to any item corrected shall commence from the date when the defect is corrected and the remedial work is accepted by the *Consultant* and *Owner*.”

GC 13.1 INDEMNIFICATION

- .1 Delete paragraph 13.1.1 in its entirety and substitute the following:

“13.1.1 The *Contractor* shall indemnify and hold harmless the *Owner*, the *Consultant* and their respective agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the *Contractor*'s performance of the *Work* or anyone for whose acts the *Contractor* may be liable including *Subcontractor* and *Suppliers*.

- .2 Delete the first reference to paragraph 13.1.2 and replace with “Intentionally deleted”.

- .3 Delete paragraph 13.1.2 in its entirety and substitute the following:

“13.1.2 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Contractor*'s agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s 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 *Place of the Work*.”

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

- .5 Add new paragraph 13.1.7 as follows:

“13.1.7 *Owner* shall not be liable in any circumstance for loss of profit, loss of productivity, loss of profit, or business shutdown or indirect, consequential or punitive damages, whether such liability arises in contract, tort, indemnity or on any other basis whatsoever.”

GC 13.2 WAIVER OF CLAIMS

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

PART 14 OTHER PROVISIONS as follows:

- .1 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 *Project* site is 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 In the event that a construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, the *Contractor* shall, at its own expense:

- .1 within seven (7) *Working Days*, ensure that any and all construction liens and certificates of action are discharged, released or vacated by the posting of security; and
- .2 in the case of written notices of lien, within seven (7) *Working Days*, ensure that such notices are withdrawn, in writing.

14.2.3 In the event that the *Contractor* fails to conform with the requirements of 14.2.1, the *Owner* may vacate or discharge the lien and then set off and deduct from any amount owing to the *Contractor*, all amounts posted as security or paid to the lien claimant and associated expenses, including the costs of borrowing the appropriate cash, letter of credit or bond as security and legal fees and disbursements. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.”

GC 14.3 CONTRACTOR DISCHARGE OF LIABILITIES

14.3.1 In addition to the obligations assumed by the *Contractor* pursuant to GC 3.6, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

GC 14.4 DAILY REPORTS/DAILY LOGS

14.4.1 The *Contractor* shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force of the *Contractor*, *Subcontractors*, *Suppliers* and any other forces on site and also record the general nature of *Project* 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 work force.

14.4.2 The *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the *Project*, including records which document the activities of the *Contractor* in connection with GC 3.4, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4.

GC 14.5 HOSPITAL RELATED PROVISIONS

14.5.1 The *Contractor* recognizes and understands that the Owner is a hospital approved under the *Public Hospitals Act* (Ontario) and is therefore subject to a highly regulated legal and operational environment. Without limiting the generality of any other provision in the Contract, the *Contractor* shall provide reasonable co-operation and assistance to the *Owner* during any evaluations of the *Work* (including, without limitation, any post-occupancy evaluation required by the Ministry of Health and Long Term Care) and in obtaining required regulatory approvals prior to using the *Work* (including, without limitation, approvals required by Section 4(2) of the *Public Hospitals Act*).

14.5.2 The *Contractor* acknowledges that the security and safety of the patients, employees and other occupants of the existing hospital is paramount. If any of the employees of the *Contractor* or the *Subcontractors* is determined by the *Owner* to be a concern for the security or safety of such patients, employees or occupants, the *Owner* may require that the *Contractor* replace such employee.

14.5.3 The *Contractor* recognizes that part of the *Work* may consist of the renovation of existing buildings and structures or the addition of a

structure to an existing building and that the provision of patient care during construction is a priority for the *Owner*. The *Contractor* shall comply with the reasonable instructions provided by the *Owner* (including, without limitation, the *Owner's* infection control practitioner) in regard to patient care and the operation and use of the hospital during the performance of the *Work*. Any costs incurred by the *Contractor* in complying with the said instructions shall be part of the *Contract Price*.

- 14.5.4 Notwithstanding any other provision in the *Contract*, paramountcy of access must be given to emergency vehicles and no claim may be made by the *Contractor* for any delay in the performance of the *Work* as a result of any temporary lack of access to the Place of *Work* resulting from this paramountcy of access by emergency vehicles, provided that the *Owner* will use commercially reasonable efforts to avoid and to limit the duration of any temporary lack of access for this reason.
- 14.5.5 The *Owner* has the authority, but without the obligation, to stop the *Work* in any circumstance affecting the safety of life or property or otherwise may cause an unsafe condition for the operation of the existing hospital. The *Contractor* shall abide by the *Owner's* instructions to stop the *Work* and to any related instructions pertaining to the circumstance without any increase in the *Contract Price* and extension in the *Contract Time* if such circumstance was caused by the *Contractor*, *Subcontractors* or *Suppliers*.
- 14.5.6 The *Contractor* shall, and shall cause the *Subcontractors* and *Suppliers* to, comply with hospital policies and procedures including, without limitation, environmental requirements, *Outbreak Memorandums*, infection control measures and safety and emergency preparedness guidelines which are or come into force (including, without limitation, those forming part of the *Contract Documents*) as such documents are amended by the *Owner* from time to time, provided that a material amendment to the hospital policies and procedures by the *Owner* after the date of the Agreement which gives rise to a significant change in the *Work* shall be dealt with in accordance PART 6 CHANGES IN THE *WORK*.”