

CCDC 2

Stipulated Price Contract

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Belleville General Hospital - Phase 2 - Generator & Fuel Systems Replacement (Project# CAP24-037)

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CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by the Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Construction Schedule
- GC 3.5 Supervision
- GC 3.6 Subcontractors and Suppliers
- GC 3.7 Labour and Products
- GC 3.8 Shop Drawings

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Payment
- GC 5.3 Payment
- GC 5.4 Substantial Performance of the Work and Payment of Holdback
- GC 5.5 Final Payment
- GC 5.6 Deferred Work
- GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Adjudication
- GC 8.3 Negotiation, Mediation and Arbitration
- GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE

- GC 11.1 Insurance

PART 12 OWNER TAKEOVER

- GC 12.1 Ready-for-Takeover
- GC 12.2 Early Occupancy by the Owner
- GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER

- GC 13.1 Indemnification
- GC 13.2 Waiver of Claims

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on TBD day of August in the year 2026 .
by and between the parties

Quinte Health

hereinafter called the "Owner"

and

TBD

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*
Phase 2 Work required for the Generator and Fuel Systems Replacement Project (CAP24-037)

located at *(insert below the Place of the Work)*

Quinte Health, Belleville General Hospital
265 Dundas St E, Belleville ON, K8N 5A9

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

H.H. Angus and Associates Limited

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the TBD day of August in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 1 day of December in the year 2026 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

The Phases planned will be:

- Phase 1 – Pre-construction Meeting(s)
- Phase 2 – Mobilization, Staging and Setup
- Phase 3 – Required Civil, Electrical, Mechanical and Other Associated Work
- Phase 4 – Transformer Installation and Associated Hook-up Requirements
- Phase 5 – Demobilization and Clean-up

NOTE: THERE ARE SUPPLEMENTARY CONDITIONS THAT SUPERSEDE CLAUSES OF THIS DOCUMENT.

ALL INFORMATION SUPPLIED IN SUPPLEMENTARY CONDITIONS TO CCDC 2020 ARE PART OF THIS AGREEMENT AND REPLACE CONFLICTING CLAUSES IN THE CCDC 2020.

INSURANCE REQUIREMENTS: CERTIFICATE OF GENERAL LIABILITY.

INSURANCE MUST INCLUDE QUINTE HEALTH AS INSURED. COPY TO BE SENT TO QUINTE HEALTH FOR RECORD - CONTACT: Alan Randle EMAIL: arandle@quintehealth.ca. THIS SHALL BE INCLUDED IN THE PRICE.

WSIB - CERTIFICATE OF WSIB COPY SHALL BE SENT TO QUINTE HEALTH FOR RECORD - CONTACT: Alan Randle EMAIL: arandle@quintehealth.ca.

PERFORMANCE BOND - A PERFORMANCE BOND AND A LABOUR AND MATERIAL PAYMENT BOND IN THE FORM OF CCDC 221 AND CCDC 222 RESPECTIVELY, EACH IN THE AMOUNT OF 50% OF THE CONTRACT PRICE.

PERMITS/PARKING REQUIREMENTS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INCURRED PERMITS OR PARKING PERMITS. CONTRACTOR PARKING - THE HOSPITAL IS NOT RESPONSIBLE TO PROVIDE THE CONTRACTOR WITH PERSONAL USE PARKING.

REFER TO THE FOLLOWING INFORMATION:

1. RFP NO. CAP24-037-RFP02 BELLEVILLE GENERAL HOSPITAL – PHASE 2 WORKS REQUIRED FOR GENERATOR & FUEL SYSTEM REPLACEMENT PROJECT INCLUDING ALL ISSUED ADDENDUMS
2. SCHEDULE 1 PROPOSAL COVER
3. SCHEDULE 2 DECLARATION AND CERTIFICATION
4. SCHEDULE 3 UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT
5. SCHEDULE 4 FORM OF AGREEMENT APPROVAL
6. SCHEDULE 5 PROOF OF INSURANCE
7. SCHEDULE 6 WSIB DOCUMENTATION
8. SCHEDULE 7 SAFETY POLICY
9. SCHEDULE 8 QUINTE HEALTH TRAINING MANUAL FOR CONTRACTORS
10. SCHEDULE 9 BONDING REQUIREMENTS
11. SCHEDULE 10 SUB-CONTRACTOR DECLARATION
10. SCHEDULE 11 PROPONENTS PROPOSED TIMELINE OF PROJECT COMPLETION (SCHEDULE)
11. SCHEDULE 12 PRICING SCHEDULE
12. APPENDIX A CCDC 2-2020 WITH SUPPLEMENTARY CONDITIONS
13. APPENDIX B IFT BGH GENERATOR - CIVIL PACKAGE
14. APPENDIX C IFT BGH GENERATOR - ELECTRICAL PACKAGE
15. APPENDIX D IFT BGH GENERATOR - MECHANICAL PACKAGE
16. APPENDIX E IFT BGH GENERATOR - STRUCTURAL PACKAGE

IT IS UNDERSTOOD THERE MAY BE COSTS THAT WILL BE CHARGED THROUGH CHANGE ORDERS ON AN APPROVAL BASIS. THIS WORK WILL BE DISCUSSED AND AUTHORIZED BY THE OWNER BEFORE IT IS STARTED. SIGN OFF MUST BE GIVEN OR THE INVOICE WILL NOT BE PROCESSED. CHANGE ORDERS (IF REQUIRED) WOULD BE ADDED AS SEPARATE LINES REQUIRING A SEPARATE INVOICE FOR APPROVAL AND PROCESSING

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

TBD

/100 dollars \$

4.2 *Value Added Taxes* (of _____ 13 _____ %) payable by the *Owner* to the *Contractor* are:

TBD

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

TBD

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, 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 payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

BANK OF CANADA

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Quinte Health

*name of Owner**

265 Dundas St E, Belleville ON, K8P 5A9

address

capproc@qhc.on.ca

email address

Contractor

TBD

*name of Contractor**

TBD

address

TBD

email address

Consultant

H.H. Angus and Associates Limited

*name of Consultant**

1176 Eglinton Ave E, Suite 800, Toronto ON, M3C 0S1

address

veronica.riehl@hhangus.com

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

Quinte Health

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

TBD

name of Contractor

signature

signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors*' work destroyed or damaged by such corrections at the *Contractor*'s expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 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 *Consultant'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 the *Contract Documents*.
- 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.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *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 findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* 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 the party 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* 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, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless 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 an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
 - .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
 - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - .5 Make available a copy of the as-built drawings completed to date on site.
 - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
 - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 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*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

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.

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 *Owner* and *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 insert new paragraph 1.3 to read as follows:
“1.3 commence the Work by the [REDACTED] day of [REDACTED] in the year [REDACTED] and, subject to adjustment in the *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover* by the *Scheduled Ready-for-Takeover Date*, and attain the *Total Completion of the Work* by the *Scheduled Total Completion Date*.”
- 2.1.2 Add the following new paragraph 1.4 of Article A-1 of the Agreement – THE WORK:

“1.4 complete the *Work* in a thorough, economical, good and workmanlike manner and, in all respects, in accordance with the *Contract Documents*, including the construction schedule for the *Work*.”

2.2 ARTICLE A-5 PAYMENT

2.2.1 Amend paragraph 5.1 in Article A-5 of the Agreement – PAYMENT by deleting the words “Subject to the provisions of the *Contract Documents*” in their entirety and substituting the following new words: “Subject to Payment Legislation, the *Contractor* performing its obligations as required by the *Contract Documents* and the *Owner* accepting the *Work* to its satisfaction”.

2.2.2 Delete paragraph 5.1.1 in Article A-5 of the Agreement – PAYMENT in its entirety and substitute the following new paragraph 5.1.1:

“5.1.1 make payments to the *Contractor* on account of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payments following receipt of a certificate of payment, unless the *Owner* provides a notice of non-payment in accordance with the *Construction Act Forms*, and”

2.2.3 Delete paragraph 5.1.2 in Article A-5 of the Agreement – PAYMENT in its entirety and substitute the following new paragraph 5.1.2:

“5.1.2 upon *Substantial Performance of the Work*, as certified by the *Consultant*, the day following the deadline set out in the *Construction Act* (Ontario) to preserve a lien after the publication of the certificate of *Substantial Performance of the Work* and there being no lien claim(s) preserved against the *Project*, conditions of paragraph 5.4.5 having been satisfied and subject to GC 5.5 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, 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 payment, and”

2.2.4 Add the following new subparagraph 5.1.4 in Article A-5 of the Agreement – PAYMENT:

“5.1.4 pay the *Contractor* within 28 calendar days (or otherwise in accordance with the *Construction Act* (Ontario)) from the date of receipt of a *Proper Invoice*, as described in paragraph 5.4 of this Article, subject to the terms and conditions of the *Contract* and receipt of a certificate for payment,

unless the *Owner* provides a notice of non-payment to the *Contractor* as set out in paragraph 5.11 of this Article.

If a *Proper Invoice* is for testing or commissioning, the *Owner* shall pay the *Contractor* within 28 calendar days upon certification by the Consultant (or otherwise in accordance with the *Construction Act* (Ontario)) from the date of receipt of the *Proper Invoice* together with the certificate for payment, subject to the terms and conditions of the *Contract*, unless the *Owner* provides a notice of non-payment to the *Contractor* as set out in paragraph 5.11 of this Article.”

2.2.5 Delete paragraph 5.2 in its entirety and replace with the following:

“Interest

Interest will be paid by the Owner on any amount that is not paid when it is due to be paid under Part I.1 of the *Construction Act*, commencing the date that the payment was due, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act*. In no other circumstances, will interest accrue on any amount due by the Owner to the Contractor.”

2.2.6 Add the following new paragraphs 5.4 to 5.12 in Article A-5 of the Agreement – PAYMENT:

“5.4 The *Contractor* shall send monthly *Proper Invoices* to the *Owner* electronically (e-mail address ap@quintehealth.ca), unless the parties agree in writing that the *Contractor* shall send *Proper Invoices* after the completion of *Project* milestones following delivery of the *Work* as required by the *Contract Documents*. The *Contractor* shall include the following on each *Proper Invoice*:

- .1 *Contractor’s* name and mailing address;
- .2 *Date of the Proper Invoice*;
- .3 *Proper Invoice number*;
- .4 *Purchase order number assigned to the Project by the Owner*;
- .5 *Project number (BT#) and Project title assigned to the Project by the Owner*;

.6 Name, title, telephone number and e-mail address of the designated representative of the Contractor;

.7 Name and title of the designated representative of the Owner;

.8 Payment period during which the Work was supplied;

.9 Description of the Work supplied, including quantities and change orders, as applicable;

.10 Amount payable for the Work supplied: (a) value of such Work before any applicable taxes; and (b) HST to be paid by the Owner; and

.11 Payment directions and terms.

5.5 The Contractor must identify the Proper Invoice number, Project number (BT#) and Project title assigned to the Project by the Owner in the subject line of the electronic submission.

5.6 It is the responsibility of the Contractor to register with Canada Revenue Agency (CRA)."

5.7 The date of receipt of the Proper Invoice is the date of the electronic submission, unless the Proper Invoice is submitted between 4 p.m. and midnight, on a weekend or holiday, in which case the Proper Invoice is deemed to be submitted on the next Working Day.

5.8 Submission of a Proper Invoice only in the manner set out in the Contract Documents constitutes submission of a Proper Invoice, which triggers payment deadlines in accordance with Part I.1 of the Construction Act (Ontario).

5.9 The Owner is not responsible for non-payment or late payment of invoices, which do not constitute Proper Invoices.

5.10 If the Contractor submits an invoice, which does not meet the requirements set out in the Contract Documents, the Owner shall return the invoice to the Contractor and identify the non-conformities within three Working Days. The Owner is not responsible for any prejudice to the Contractor relating to or arising from any invoice, which is returned to the Contractor for issues of non-conformity.

5.11 In the event that the Owner disputes any part of a Proper Invoice, the Owner shall provide notice of non-payment to the Contractor in accordance with the Construction Act (Ontario). Non-payment by the Owner in accordance with Part 1.1 of the Construction Act (Ontario) shall not constitute a default under paragraph 7.2.3 permitting the Contractor to stop the Work or terminate the Contract.

5.12 The Owner may withhold or set off against any payment due to the Contractor any charge, liability or indebtedness owed by the Contractor to the Owner, or any such charge, liability or indebtedness that is to be paid by or charged to the Contractor under the Contract.”

2.3 ARTICLE A-8 SUCCESSION

2.3.1 Amend paragraph 8.1 by in line 4, inserting “permitted” before “assigns”.

2.4 ARTICLE A-9 TIME OF THE ESSENCE

2.4.1 Add new Article A-9 as follows:

“9.1 Contractor acknowledges and agrees that one of the reasons Contractor was selected for the Work is 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. Contractor acknowledges and agrees that it has been advised by Owner that it is critical to Owner that Ready-for-Takeover

be achieved by the prescribed dates and that time is of the essence of this *Contract*.

- 9.2 No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, *Owner*, or *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 *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*.
- 9.3 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.
- 9.4 The terms of the *Contract*, which by their nature are continuing, shall survive the termination or other expiration of the *Contract*.
- 9.5 This Agreement, including the *Contract Documents* described herein and the attachments, documents and other agreements to be furnished or executed in connection herewith, supersede all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. No modification to the *Contract* shall be effective unless made in writing signed by both *Owner* and *Contractor*, unless otherwise provided for herein.
- 9.6 This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Signature and delivery by any party of signature pages by an electronic signature service shall be as binding an execution and delivery of this Agreement by such party as if the party had delivered an actual physical original of this Agreement with an ink signature from such party. ”

2.5 ARTICLE A- 10 – CONFLICT OF INTEREST

Add the following new Article A-10 of the Agreement – CONFLICT OF INTEREST:

“A-10 – Conflict of Interest

The *Contractor*, all of the *Subcontractors* and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest includes the use of *Confidential Information* and *Personal Information* where the *Owner* has not specifically authorized such use.

The *Contractor* shall disclose to the *Owner*, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.

The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the *Owner* where to do so constitutes a breach by such employee or previous employee of the previous employer’s conflict of interest policy, as it may be amended from time to time.

A breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity.”

3. DEFINITIONS

3.1 Add the following new definitions:

“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 *Owner* and *Consultant* are satisfied that *Contractor* has successfully completed *Commissioning*.

COVID-19

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

Deficiency List

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

Dispute

Dispute has the meaning ascribed in GC 8.1.1.

Key Personnel

Key Personnel means the project managers, superintendents, coordinators or other personnel of *Contractor*, if any, identified in Schedule “A” – Key Personnel to the *Contract*.

OHSA

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

Scheduled Ready-for-Takeover Date

Scheduled Ready-for-Takeover Date means **[insert date]**.

Scheduled Total Completion Date

Scheduled Total Completion Date means **[insert date]**.

Submittals

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

Total Completion of the Work

Total Completion of the Work Date means the date that the *Work* is fully complete as prescribed by the *Contract Documents*, including, without limitation, the rectification of all defects and deficiencies.”

Add a new Definition, “Act”, as follows:

“Act means the Construction Act (Ontario), as amended.”

Add a new Definition, “WSIB”, as follows:

“WSIB means the Workplace Safety and Insurance Board.”

“Applicable Laws

Applicable Laws means all applicable laws, statutes, regulations, guidelines, policies, official plans, by-laws, development and site plan agreements, building codes, orders and restrictive covenants, as well as such permissions and consents of which the Contractor is made aware or should be aware.”

“As-Built Drawings

As-Built Drawings means the Drawings and Specifications revised by the Contractor during the Work, showing any changes or variation to the Work from the requirements from the Drawings and Specifications.”

“Authority

Authority means the ‘authorized nominating authority’ designated under s. 13.2 of the Construction Act (Ontario).”

“Building Code

Building Code means the applicable Ontario Building Code.”

“Confidential Information

Confidential Information means all the information or material of the Owner that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) that is communicated to or comes into the possession or control of the Contractor at any time, but Confidential Information shall not include information that:

- 1) is or becomes generally available to the public without fault or breach on the part of the Contractor, including without limitation breach of any duty of confidentiality owed by the Contractor to the Owner or to any third party, but only after that information becomes generally available to the public;
- 2) the Contractor can demonstrate to have been rightfully obtained by the Contractor from a third party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence;
- 3) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence; or
- 4) is independently developed by the Contractor without use of any Confidential Information.”

“Construction Act (Ontario)

Construction Act (Ontario) means the Construction Act, R.S.O. 1990, c.30, as amended, and all its regulations.”

“Construction Act Forms

Construction Act Forms mean the prescribed forms as set out in O. Reg. 303/18 – Forms under the Construction Act (Ontario).”

“Force Majeure

Force Majeure means an event beyond the control of a party (other than as a result of financial incapacity of such party or of a person controlled by such party) and not caused by an act or omission of such party or a person controlled by such party, including, without limitation, in the nature of:

fire, unusual delay by common carriers or unavoidable casualties;

any inability to obtain materials, goods, equipment, services, utilities or labour;

any inability to procure or improper revocation of any license, permit, permission, authority, approval or consent;

a strike, lock-out, slowdown or other combined action of workers;

an act of terrorism, war, sabotage, invasion, riot or mob violence;

a plague, disease, epidemic or pandemic;

an act of God; or

abnormally adverse weather conditions that result in severe warnings from Environment Canada in the area of the Place of the Work.”

“Hazardous Materials

Hazardous Materials means, collectively, any “contaminant”, “pollutant”, “waste” or “subject waste” as defined in the Environmental Protection Act (Ontario) and its regulations, ‘toxic substance’ as described in the Canadian Environmental Protection Act (Canada), “dangerous goods” as defined in the Transportation of Dangerous Goods Act (Canada) or any other substance which, when released to the natural environment, is likely to cause, immediately or in a foreseeable future time, material harm or degradation to the natural environment or material risk or harm to human health.”

“Overhead

Overhead costs include all site office and head office costs of performing the Work, in their entirety, which include, but are not limited to the following costs:

- (i) supervision and management;
- (ii) operations and administration;
- (iii) salaries, wages and benefits of all staff working in the office and not directly employed on the Project, as well as personnel and labour burdens;

- (iv) office expenses, including but not limited to: rents, lease expenses, or cost and return on investment for any buildings owned by the Contractor, office supplies, utilities, insurance, telephones, office systems and equipment, furniture and taxes;
- (v) miscellaneous costs, including but not limited to: travel costs, parking, financing costs, legal fees, marketing and advertising costs, charitable donations, association or club dues, as well as any contracted professional services such as auditors;
- (vi) depreciation expenses of any office equipment and any Contractor-owned construction equipment;
- (vii) testing and inspections, quality control, as well as calculations and procurement;
- (viii) Project insurance and bonding, trade coordination and warranty;
- (ix) truck and other vehicle costs, as well as supplies and tools;
- (x) temporary office facilities, including but not limited to: leased office space, office utilities and office equipment;
- (xi) temporary enclosures, including but not limited to: tool sheds, on-site container storage, temporary barricades, railings, ramps walls, protection and other general temporary site support facilities;
- (xii) all temporary utilities, including but not limited to: hydrant meters, temporary water, heat, electricity and generators, fuel, temporary power poles, transformers and electrical energy usage, as well as portable heat generation;
- (xiii) sanitation facilities and drinking water;
- (xiv) expendables and clean-up costs;
- (xv) taxes and duties required by authorities having jurisdiction, unless otherwise stipulated in the Contract Documents; and
- (xvi) licenses and permits, unless otherwise stipulated in the Contract Documents.”

“Personal Information

Personal Information means any recorded information that identifies or may identify an individual.”

“Proper Invoice

Proper Invoice means an invoice that includes the information prescribed in and is submitted in the manner prescribed by the Contract Documents.”

GC 1.1 GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

- .1 Amend paragraph 1.1.3 by inserting “Applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS,” at the beginning of the first sentence.
- .2 Amend paragraph 1.1.4 by inserting “Except for its obligations to review under GC 1.1.3 and to report under this GC 1.1.4,” at the beginning of the first sentence and by adding “Neither *Owner* nor *Consultant* will be responsible for oral instructions.” after the second sentence.
- .3 Amend paragraph 1.1.5.1 by deleting it in its entirety and replacing it with the following:

the order of priority of documents, from highest to lowest, shall be

the

- Agreement between Owner and Contractor,
- the Agreement between the *Owner* and the *Contractor*, as amended by these Supplementary Conditions
- the Definitions,
- the General Conditions,
- Division 01 of the Specifications,
- technical Specifications,
- material and finishing schedules,
- the Drawings.

- .4 Add the following new subparagraph 1.1.7.1:

“1.1.7.1 Noted materials and annotations shall take precedence over graphic indications.”

- .5 Amend paragraph 1.1.9 by adding the following to the end of the paragraph:

“The *Specifications* may be divided into Divisions and the Divisions into Sections for the purpose of convenience, but a Section may consist of work of more than one *Subcontractor* or *Supplier*. The *Specifications* are intended to be read as a whole. 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 (unless utilized for As Builds), alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without prior written authorization from the *Owner* and the *Consultant*.”

- .6 Delete paragraph 1.1.10 in its entirety and substitute new paragraph 1.1.10 as follows:

“The design information furnished to *Contractor* as part of the *Contract Documents*, including the *Drawings* and *Specifications*, are the property of *Owner* and/or *Consultant*, and are to be used by *Contractor* only for the purposes of performing the *Work*. *Contractor* shall not copy, alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without written authorization from *Owner* and *Consultant*.”

- .7 Add new paragraph 1.1.12 as follows:

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

- .8 Add the following new paragraph 1.1.13:

“1.1.13 The *Contractor* is prohibited from using any *Owner*’s property (telephones, photocopiers, computers etc.), unless otherwise stipulated in the *Contract Documents* or agreed to by the *Owner* in writing.”

- .1 Delete paragraph 1.2.1 in its entirety and substitute the following new paragraph 1.2.1:

“1.2.1 This Standard Construction Document, CCDC 2 - 2020, *Stipulated Price Contract* shall in all respects be governed by, construed and enforced in accordance with the *Applicable Laws* of the Province of Ontario and the *Applicable Laws* of Canada. The parties hereby irrevocably and unconditionally agree that the City of Belleville shall be the exclusive jurisdiction in connection with any *Disputes* or other matters arising out of or in connection with the *Contract*, including mediation, adjudication and arbitration.”

- .2 Add the following new paragraphs 1.2.2 and 1.2.3:

“1.2.2 The *Contractor* represents and warrants that it is familiar with all *Applicable Laws* and that the *Contractor* shall at all times comply with and conform to all *Applicable Laws* relating to the *Project* or the *Work*, which are or come into force during the performance of the *Work* (including, without limitation, all laws applicable to employees and all laws applicable to payment of *Subcontractors* and *Suppliers*), all reasonable work and safety rules of the *Contractor's* insurance carrier, as well as all other *Owner*-issued policies and requirements included in the *Contract Documents*, which may be reasonably established by the *Owner* from time to time with respect to the *Project*.

1.2.3 If the *Contractor* discovers that the *Contract Documents* are at variance with *Applicable Laws* or that any changes have been made to the *Applicable Laws*, which require modification of the *Contract Documents*, the *Contractor* shall notify the *Consultant* in writing requesting direction upon such variance or change becoming known. Required changes will be made to the *Contract Documents* and, if a change is required to the *Work*, the *Consultant* shall issue a proposed *Change Order* as provided in GC 6.2 – CHANGE ORDER.”

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*, nor shall *Contractor* assign or subcontract all or

substantially all of the *Work* or Contractor's responsibilities under the *Contract* to a single *Subcontractor* or any other person, without the prior written consent of *Owner*, which consent may not be unreasonably withheld. *Owner* may assign the *Contract* without the consent of *Contractor* upon providing *Notice in Writing* to *Contractor*. ”

GC 1.5 PROJECT REQUIREMENTS

.1 Add new paragraph 1.5.1:

“1.5.1 *Contractor* represents, covenants and warrants to *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 3.5, subject to *Owner's* approval, in the event of death, incapacity, termination or resignation;
- .3 Project Personnel
 - .1 Subject to the *Owner's* approval the following personnel are to be provided by the *Contractor* and required to be solely dedicated to the project:
 - .2 Project Manager: The Project manager is responsible for all the billing, changes, instructions, schedules, etc....
 - .3 Site Supervisor: The Site Supervisor is responsible for all on-site activities, including the coordination of the work, delivery of materials, etc... The Site Supervisor is required to be on-site whenever work is being performed either by the *Contractor's* own forces or by a sub-trade and will remain on-site until the work is completed.

- .4 Project Personnel will be dedicated to the project and cannot have the same roles on other QHC projects during the duration of this project.
- .5 The Owner can ask for the removal of any of the Project Personnel. The Contractor will immediately remove the personnel in question and replace, subject to the approval of the Owner and will be subject to the requirements noted in items .1 to .4.
- .4 there are no pending, threatened or anticipated claims or litigation involving *Contractor* that would have a material adverse effect on the financial ability of *Contractor* to perform the *Work*, and
- .5 it will achieve *Read-for-Takeover* and the *Total Completion Date* by the date set out in Article A-1, paragraph 1.3.”

GC1.6 EXAMINATION OF DOCUMENTS

- .1 Add new paragraph 1.6.1:

1.6.1 The *Contractor* declares and represents that in entering into a *Contract* with the *Owner* for the performance of the *Work*, it has investigated for itself the character of the *Work* to be done and all local conditions.”

GC 2.2 ROLE OF THE CONSULTANT

- .1 Add the following sentence to the end of paragraph 2.2.3:

“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 word “, schedules” after the word “techniques”, (b) adding the words “to *Contractor*” after the words “*Consultant* will not be responsible” in the first sentence, (c) adding to the following to the end of the second sentence “or to adhere to the construction schedule”, and (d) adding the following sentence to the end of the paragraph: “*Consultant* will not have control over, charge of or be responsible for the

acts or omissions of *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*” and capitalizing “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 Amend paragraph 2.2.12 by (a) deleting the word “will” and replacing with “may”, and (b) adding the following sentence to end of the paragraph:

“*Contractor* shall be responsible for requesting any additional instructions or clarifications that may be required from *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 “submittals” and replacing with “*Submittals*”.
- .7 Amend paragraph 2.2.18 by deleting the words “immediately engage a *Consultant* against whom *Contractor* makes no reasonable objection and” and replace with “engage a *Consultant*”.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- .1 Amend paragraph 2.3.2 by inserting in line 1 “, *Commissioning*” after “inspections,”, and inserting 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,”, and inserting 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 paragraph 2.3.6 and paragraph 2.3.7 by inserting “or *Commissioning*” after “inspection” in all instances.
- .6 Add the following new paragraph 2.3.8:

“2.3.8 When tests or inspections by a designated testing organization and/or field reviews by the *Consultant* reveal work not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall pay costs for additional tests and inspections by the testing organization and/or by the *Consultant*, as the *Consultant* may require to verify acceptability of corrected work.”

GC 2.4 DEFECTIVE WORK

- .1 Amend paragraph 2.4.1 by (a) adding the words “or *Owner*” after the word “*Consultant*” in the first line, and (b) by adding the following to the end of the paragraph:

“*Contractor* shall rectify in a manner acceptable to *Owner* all other defective work and like deficiencies throughout the Work whether or not they are specifically identified by *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 inserting 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 *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of *Owner*, adversely affects the day to day operation of *Owner*.

2.4.5 Upon notification of a defect in the *Work*, *Contractor* shall promptly, and no later than five (5) *Working Days*, provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by *Consultant*, *Contractor* shall proceed with the remedial measures without adversely affecting the construction schedule.

2.4.6 Notwithstanding any rejection of the *Work* by *Consultant* or *Owner*, or the deduction of an amount otherwise due to *Contractor* by *Owner* as a result of defective work, *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 the words “schedule, coordinate and” after the word “effectively”.

- .2 Amend paragraph 3.1.2 by adding the word “, schedules” after the word “techniques” and by 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 paragraph 3.1.3:

“3.1.3 Prior to commencing procurement, or construction activities, *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete 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, *Contractor* shall immediately notify *Consultant*, in writing, and obtain written instructions from *Consultant* before proceeding with any part of the affected work.”
- .4 Add the following new paragraphs 3.1.4 to 3.1.6:

“3.1.4 Prior to commencing procurement, fabrication and 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.

3.1.5 The *Contractor* shall notify the *Owner* in writing no later than ten *Working Days* of the *Contractor* becoming aware or ought to have been aware of any inconsistencies between the actual site conditions and the site conditions described in the *Contract Documents*, otherwise the *Contractor* will be deemed to acknowledge that the actual site conditions are as described in the *Contract Documents* and related impact to the cost and construction schedule will be to the account of the *Contractor*.

3.1.6 The *Contractor* shall provide all bid documents received from the *Owner* for the *Project* to all *Subcontractors*, including but not limited to the scope of the services relating to the *Subcontractors*.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .1 Delete subparagraph 3.2.2.1 in its entirety and substitute the following:
“Intentionally deleted”.
- .2 Add new subparagraph 3.2.3.5:
“3.2.3.5 Subject to **GC 9.4 CONSTRUCTION SAFETY**, for *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*.”
- .3 Delete the last sentence of paragraph 3.2.5.
- .4 Delete paragraph 3.2.6 in its entirety and substitute the following:
“Entry by *Owner*, *Owner’s* forces and/or by *Other Contractors* does not indicate acceptance of the *Work* and does not relieve *Contractor* of any responsibility under the *Contract* including the responsibility to complete the *Work*.”
- .5 Add new paragraph 3.2.7 as follows:
“3.2.7 Placing, installing, application and connection of work by *Owner*, *Owner’s* own forces, and/or by *Other Contractors*, on and to the *Work* will not relieve *Contractor’s* responsibility to provide and maintain the specified warranties unless a defect has been created by *Owner*, *Owner’s* own forces or *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 *Contractor* for damage 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 *Contractor* shall,

- .1 unless it is required to be submitted earlier in accordance with the *Specifications*, then prior to submitting the first application for payment, submit to *Owner* and *Consultant* for their review and acceptance a construction schedule in electronic format produced in a recognized scheduling program using Gantt chart (ie MS Project, Primavera 6, or equivalent) 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*. Schedule shall be compiled by *Contractor* with input from all Subtrades for accurate durations. Once accepted by *Owner* and *Consultant*, the construction schedule submitted by *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 3.4.1.1 or any successor or revised schedule accepted by *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 *Owner* pursuant to GC 3.4, update the construction schedule on a monthly basis and advise *Consultant* and *Owner* in writing of any variation from the baseline construction schedule or slippage in the baseline construction schedule; and
- .4 if, after applying the expertise and resources required under paragraph 3.4.1.2, *Contractor* forms the view that the slippage in baseline construction schedule reported in paragraph 3.4.1.3 cannot be recovered by *Contractor*, it shall, in the same notice provided under paragraph 3.4.1.3, indicate to *Consultant* and *Owner* if *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 - CHANGES IN THE WORK.”

- .5 perform the *Work* diligently and expeditiously in accordance with the *Contract Documents* and continuously monitor the progress of the *Work* as compared to the approved baseline construction schedule set out in subparagraph 3.5.1.1, or a revised construction schedule approved in writing by the *Owner*, and provide *Notice in Writing* of any anticipated variation or slippage from the approved baseline construction schedule, including a recovery plan which describes the actions, steps and dates that the *Contractor* will implement to mitigate any variation or slippage, within two *Working Days* of it becoming apparent;
- .2 Add new paragraph 3.4.2:
 - “3.4.2 If at any time it should appear to *Owner* or *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if *Contractor* has given notice to that effect to *Owner* or *Consultant* pursuant to 3.4.1.3, *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to *Owner* and *Consultant* a recovery plan demonstrating how *Contractor* will achieve the recovery of the schedule. *Owner* may instruct *Contractor*, at *Contractor*’s expense, to employ additional labour and equipment or work overtime or employ any other reasonable procedures, at no expense to *Owner*, to bring the *Work* back to conform with the schedule.”
- .3 Add the following new paragraph 3.4.3:
 - “3.4.3 The *Contractor* shall not amend the accepted baseline construction schedule, or a revised construction schedule accepted by the *Owner* pursuant to GC 3.4 – CONSTRUCTION SCHEDULE, without the prior written consent of the *Owner*.”
- .4 Add the following new paragraph 3.4.4:
 - “3.4.4 At each site meeting, the *Contractor* shall provide to the *Owner* and/or the *Consultant* a two week look-ahead schedule, detailed by task and activity, indicating the major activities to be undertaken and constructed in the two-week period.”

GC 3.5 SUPERVISION

.1 Add new paragraphs 3.5.3 and 3.5.4 as follows:

“3.5.3 *Contractor* shall employ competent *Key Personnel* who will not be removed or replaced during the course of the *Work* without the prior written consent of *Owner*, which approval shall not be unreasonably withheld. Should any of *Contractor’s* personnel prove to be unacceptable to *Owner*, *Owner* shall give written notice to *Contractor* who shall, within seven (7) days of receipt of the written notice, make arrangements to appoint a replacement acceptable to *Owner*.

3.5.4 *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 *Consultant* and all deficiencies in the *Work* have been rectified to the satisfaction of *Owner*. The full-time site superintendent for the *Contract* shall be named in Schedule “A” – Key Personnel and any acceptable replacement shall represent *Contractor* at the *Place of the Work* and notices and instructions given to the site superintendent for the *Contract* by *Consultant* shall be held to have been received by *Contractor*.”

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

.1 Amend paragraph 3.6.2 by inserting the following at the end of the paragraph:

“*Contractor* agrees not to change those *Subcontractors* without prior written approval of *Owner*, acting reasonably. Where *Contractor* wishes to change any identified *Subcontractors* or *Suppliers*, *Contractor* shall set out in writing to *Owner* sufficient reasons for the desired change. *Owner* or *Consultant* shall advise *Contractor* if *Owner* agrees to the proposed change. If *Owner* is not satisfied with *Contractor’s* reason for wanting to change an identified *Subcontractor* or *Supplier*, *Contractor* shall be 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 a proper manner, in which case *Contractor* will not be entitled to any change in the *Contract Price* or *Contract Time*”.

GC 3.7 LABOUR AND PRODUCTS

- .1 Add new paragraph 3.7.4:

“3.7.4 *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by *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 *Owner* and *Consultant*. *Owner* shall provide all relevant information on the *Products* to be supplied by *Owner*.”

GC 3.8 SHOP DRAWINGS

- .1 Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after “SHOP DRAWINGS”.
- .2 Add “and *Submittals*” after the words “*Shop Drawings*” in clauses 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, and 3.8.6.
- .3 Amend paragraph 3.8.2 by adding the following sentence at the beginning of the paragraph:

“Prior to the first application for payment, *Contractor* and *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*.”

- .4 Delete subparagraph 3.8.3.1 in its entirety and substitute new subparagraph 3.8.3.1:

“3.8.3.1 *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”

- .5 Delete paragraph 3.8.7 and substitute the following:

“3.8.7 *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon in paragraph 3.8.2, or, in the absence of such schedule, within fifteen (15) *Working Days*. If, for any reason, *Consultant* cannot process the *Shop Drawings* or *Submittals* within the agreed-upon schedule or within fifteen (15) *Working Days*, *Consultant* shall notify *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. *Contractor* shall update the *Shop Drawings* and *Submittals* schedule to correspond to changes in the construction schedule.”

GC 3.9 DOCUMENTS AT THE SITE

- .1 Add a new GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK as follows:

“GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK

- 3.9 *Contractor shall keep one hardcopy 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 and digital copies within a secured centralized data repository available for access by Owner, Consultants and Construction Team, in good order and available to Owner and Consultant.”*

GC 3.10 CLEAN UP

- .1 Add a new GC 3.10 CLEAN UP as follows:

“GC 3.10 CLEAN UP

- 3.10.1 *Contractor shall maintain the Work and Place of the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by Owner, [Other Contractors,] or their employees.*
- 3.10.2 *Before applying for Substantial Performance of the Work as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, Contractor shall remove waste products and debris, other than that resulting from the work of Owner, Other Contractors, or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by Owner. Contractor shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.*
- 3.10.3 *Prior to application for the final payment, Contractor shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of Owner, Other Contractors, or their employees.”*
- 3.10.4 *The Owner shall have the right to back charge cleaning to the Contractor if the cleaning is not completed within 24 hours of written notice to clean and the Owner shall have the right to back charge the cost of damage to the Place of the Work caused by the Contractor’s, Subcontractor’s or Supplier’s transportation in and out of the Place of*

Work if not repaired within 5 *Working Days* or written notice to repair or before final payment, whichever is earlier.”

GC 3.11 USE OF THE WORK

.1 Add new GC 3.11 USE OF THE WORK as follows:

“GC 3.11 USE OF THE WORK

- 3.11.1 *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*.
- 3.11.2 *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*.
- 3.11.3 Except for those normally used during the performance of the *Work*, such as elevator, mechanical, electrical, or hydro, *Contractor* shall not use any service plant or equipment installed as part of the *Work* without prior written consent from *Owner*. On receipt of such consent, *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.
- 3.11.4 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 4.1 CASH ALLOWANCES

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

“4.1.4 Any surpluses in one or more cash allowance may at the election of *Owner* be expended pursuant to paragraph 4.1.3 in respect of other cash allowances or to fund changes in the *Work* by way of *Change Order* or *Change Directive*, as the case may be, but without the imposition of *Overhead* or profit in respect *Work* pertaining to such other cash allowances or changes.”

- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

“4.1.5 Where the value of the *Work* under cash allowances exceeds the aggregate amount of all the cash allowances stated in the *Contract Documents*, *Contractor* shall be compensated for the approved amount of such excess and for *Overhead* and profit on such approved amount, with the *Contract Price* being adjusted to reflect such excess, all pursuant to, and only to the extent permitted under, GC 6.1 - CHANGES, 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.”

- .3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

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

- .4 Add new paragraph 4.1.8:

“4.1.8 *Owner* reserves the right to call, or to have *Contractor* call, competitive bids for portions of the *Work*, to be paid for from cash allowances. If *Owner* determines to proceed with competitive bids, *Contractor* shall comply with the directions of *Owner*.”

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 *Contractor* shall provide *Owner* with timely *Notice in Writing* of any material change in its financial ability to (a) properly complete the *Work* in accordance with the *Contract Documents* or (b) fulfil its obligations under the *Contract*.”

- .3 Delete paragraph 5.1.2 in its entirety and substitute the following: “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 payment shall be made using a Proper Invoice in a form that is mutually acceptable to *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 the following after the word “*Work*” in the second line: “in a format acceptable to *Owner* and *Consultant*”.
- .4 Delete paragraph 5.2.7 in its entirety and substitute new paragraph 5.2.7:

“5.2.7 *Contractor* shall submit, with each application for payment, as a true condition precedent to *Contractor’s* right to payment under this *Contract*:

 - .1 evidence of compliance with workers’ compensation legislation at the *Place of the Work*, including a Workplace Safety & Insurance Board Clearance Certificate;
 - .2 after the first payment, a statutory declaration by *Contractor* as to the distribution made of the amounts previously received, on an original form of Statutory Declaration CCDC Document 9A-2001, stating that payments in connection with the *Work*, as noted in the statutory declaration, have been made to the end of the period immediately preceding that covered by the current application; and
 - .3 if the application is for payment of the holdback amount, a written request for release of holdback including a declaration that no written notices of lien have been received by *Contractor*.”
- .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 *Contractor* until *Ready-for-Takeover* notwithstanding that title has passed to *Owner* pursuant to GC 14.1 OWNERSHIP OF MATERIALS.”
- .6 Add new paragraph 5.2.9:

“5.2.9 *Contractor* shall prepare and maintain current as-built *Drawings* which shall consist of the *Drawings and Specifications* revised by *Contractor* during the *Work*, showing changes to the *Drawings and Specifications*, which current as-built *Drawings* shall be maintained by *Contractor* and made available to *Consultant* or *Owner* for review with each application for progress payment. *Consultant* reserves the

right to retain a reasonable amount for the value of the as-built *Drawings* not presented for review.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 Amend paragraph 5.4.1 by deleting the words “20 calendar days” in the second line and substituting the words “fifteen (15) *Working Days*” therefor, and by adding the following at the beginning of the paragraph:

“When *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 *Owner* agrees to accept separately is substantially performed, *Contractor* shall, within one (1) *Working Day*, deliver to *Consultant* and *Owner* a written application for payment of the lien holdback amount, in accordance with GC 5.3, for review by *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*.”

- .2 Delete paragraph 5.4.2 in its entirety and substitute the following: “Intentionally deleted”.

- .3 Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:

“5.4.3 Subject to the 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 next billing period following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to *the Place of the Work*. *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 *Contractor* which are enforceable against *Owner*.”

- .4 Amend paragraph 5.4.5 by deleting “hereby agrees to release, and shall release,” and substituting “may agree to release”.

- .5 Add new paragraphs 5.4.7 as follows:

“5.4.7 *Contractor* shall publish a copy of the Certificate of *Substantial Performance of the Work* within seven (7) days of receiving a copy of the Certificate of *Substantial Performance of the Work* signed by

Consultant, and *Contractor* shall provide suitable evidence of the publication to *Consultant* and *Owner*. If *Contractor* fails to publish such notice, *Owner* shall be at liberty to publish and back charge *Contractor* its costs for doing so.”

GC 5.5 FINAL PAYMENT

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

“5.5.1 When *Contractor* considers that the *Work* is completed and satisfies the requirements of *Total Completion of the Work* and *Completion of Commissioning*, *Contractor* shall submit an application for final payment. *Contractor’s* application for final payment shall be accompanied by any documents or materials not yet delivered as agreed to in writing by *Owner* pursuant to paragraph 12.1.2 of GC 12.1 - READY-FOR-TAKEOVER together with fully complete as-built *Drawings*. Should *Contractor* fail to deliver any of the said documents, or other documents required to be delivered pursuant to the *Contract Documents*, *Owner* shall be at liberty to withhold from amounts otherwise payable to *Contractor*, an amount, in the discretion of *Owner*, up to the full amount otherwise payable to *Contractor* as security for the obligation of *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 new paragraph 5.5.4:

“5.5.4 Subject to the other requirements of the *Contract*, the unpaid balance of the *Contract Price* shall become payable to *Contractor* on the tenth (10th) *Working Day* following the issuance of *Consultant’s* final certificate for payment, subject to *Owner’s* right to withhold payment from the unpaid balance of the *Contract Price* for any amounts required pursuant to GC 5.6 DEFERRED WORK, and any sums required to satisfy any lien or trust claims arising from the *Work*”.

- .4 Add new paragraph 5.5.5:

“5.5.5 As additional preconditions for release of the final payment, *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; and
- .3 *Contractor's* Workplace Safety & Insurance Board Clearance Certificate."

GC 5.6 DEFERRED WORK

- .1 Add new paragraph GC 5.6.2:

"5.6.2 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, *Owner* may withhold payment of any amounts otherwise due under the *Contract* on account of any costs or damages *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*;
- .2 failure of *Contractor* to indemnify *Owner* in accordance with the terms of the *Contract*;
- .3 failure of *Contractor* to fulfil its obligations in respect of construction liens in accordance with GC 14.2 CONSTRUCTION LIENS;
- .4 evidence of *Contractor's* failure to make payments to *Subcontractors* or *Suppliers*;
- .5 unsatisfactory completion of the *Work* by *Contractor* or any *Subcontractor*, and
- .6 failure to attain the *Contract Time*.
- .7 Failure of *Contractor* to pay monies due to *Owner* from related to costs incurred by the *Owner* including but not limited to utilities, parking, etc"

- .2 Add new paragraph GC 5.6.3:

"5.6.3 Where *Owner* has withheld payment of any portion of the *Contract Price* pursuant to the provision of paragraphs 5.6.1 or 5.6.2, *Owner* shall be entitled to apply such withheld portion towards any costs or damages suffered by *Owner*."

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

.1 Add the following new paragraphs:

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

6.1.4 There shall be no adjustment to the *Contract Time* should *Contractor* fail to present a request for a specific adjustment to the *Contract Time*, if any:

.1 at the time of first presenting a request for adjustment to the *Contract Price* in response to a *Contemplated Change Order*; or

.2 within ten (10) *Working Days* of receipt of a *Change Directive*.

6.1.5 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*.

6.1.6 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 *Consultant* not later than twenty (20) *Working Days* after *Contractor* becomes aware of the claim.

6.1.7 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.

6.1.8 With respect to the valuation of any adjustment in the *Contract Price*, subject to any different or additional requirements contained in the *Contract Documents*, 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*), *Contractor's* mark-up for contractual applicable 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 Workplace Safety & Insurance Board coverage, Employment Insurance, Canada Pension, vacation pay, and hospitalization and medical insurance; and
- .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, *Contractor's* mark-up for overhead and profit only will be applied to the net value of the change.

6.1.9 *Owner*, through *Consultant*, reserves the right to authorize payment for a change in the *Work* by means of *Cash Allowance*. For greater certainty, *Contractor* is not entitled to any mark-up for overhead and profit on such amounts.”

GC 6.2 CHANGE ORDER

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

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

.1 a quotation from *Contractor*, on *Contractor's* letterhead and with *Contractor's* signature;

- .2 quotations from all Subcontractors, each on *Subcontractor's* respective letterhead and with *Subcontractor's* respective signature; and
- .3 the following information in quotations from *Subcontractors* and *Contractor*:
 - (1) a complete breakdown for all items of material;
 - (2) a total number of hours for labour;
 - (3) a dollar rate applied against individual material items and labour quantities;
 - (4) stipulated adjustment in the *Contract Time*, if any, for the proposed change in the Work;
 - (5) percentage values for overhead and profit by *Contractor* and *Subcontractors*; and
 - (6) all mathematical calculations, which shall be complete.

Quotations submitted with any of the above items or information in this paragraph 6.2.1 missing or incorrect will be returned for revision.”

- .2 Add new GC 6.2.3 as follows:

“6.2.3 *Owner* and *Contractor* acknowledge and agree that *Contractor* shall not be entitled to any mark-ups for overhead and profit on any changes in the *Work*, save and except for the following:

- .1 for changes to the *Work* with a value of less than or equal to \$50,000, *Contractor* shall be entitled to mark-ups for overhead and profit of ten percent (10%) on work performed by *Contractor's* own forces plus five percent (5%) on work performed by *Subcontractors*; and
- .2 for changes to the *Work* with a value greater than \$50,000, *Contractor* shall be entitled to mark-ups for overhead and profit of seven and a half percent (7.5%) on work performed by *Contractor's* own forces plus five percent (5%) on work performed by *Subcontractors*.
- .3 Any markups are added based on actual *Contractor's* costs, and not retail pricing as verified by Consultants

.3 Add the following new paragraphs 6.2.3, 6.2.4, and 6.2.5:

“6.2.3 In respect of a change in the *Work*, which arises as a result of or in relation to *Force Majeure*, an adjustment to the *Contract Price* may only include reasonable direct costs, including reasonable direct costs incurred for the care, maintenance and protection of the *Place of the Work*, but excluding *Overhead*, any consequential, indirect or special damages or losses, and any claims for loss of profit or opportunity.

6.2.4 Unless otherwise instructed in writing by the *Owner*, where the *Owner* requests that the *Contractor* submit a proposal for change or contemplated change in the work, the *Contractor* shall continue to fulfill all requirements of the *Contract* during the time the *Owner* is assessing such proposal. If the *Owner* elects not to approve a contemplated change in the work, the *Contractor* shall continue with the progress of the work in accordance with the approved construction schedule.

6.2.5 The *Contractor* shall include the impact on the cost and the construction schedule in each proposal for change or contemplated change in the work.”

GC 6.3 CHANGE DIRECTIVE

.1 Amend paragraph 6.3.6 by adding the following new words at the beginning: “Subject to paragraph 6.3.14, the” and deleting the word: “The”.

.2 Amend paragraph 6.3.7 by adding the following new words at the beginning: “Subject to paragraph 6.3.14 the,” and deleting the word “The” and adding the following new words in the first line: “within the scope of *Overhead*” after the words “actual cost of the following”.

.3 Delete subparagraphs 6.3.7.1(1), (2), (3) and (4) in their entirety and substitute the following new subparagraph 6.3.7.1(1):

“(1) carrying out the *Work*, including necessary supervisory services;”

.4 Delete paragraphs 6.3.7.7, 6.3.7.12, 6.3.7.15 and 6.3.7.17 in their entirety.

.5 Add the following new paragraphs 6.3.14 and 6.3.15:

“6.3.14 If the *Change Directive* arises as a result of or in relation to *Force Majeure*, the adjustment in the *Contract Price* may only include reasonable direct costs, including reasonable direct costs incurred for the care, maintenance and protection of the *Place of the Work*, but excluding *Overhead*, any consequential, indirect or special damages or losses and any claims for loss of profit or opportunity.

6.3.15 If the *Owner* and the *Contractor* agree to proceed with a change, but do not reach agreement on the corresponding adjustment in the *Contract Price*, the *Owner* shall issue a *Change Directive* and reimburse the *Contractor* for incremental costs associated with the *Change Directive* subject to this paragraph 6.3.14. The *Contractor* shall provide to the *Owner*, upon request, full documentary back-up information evidencing the actual labour, material and other costs incurred by or on behalf of the *Contractor* in performing the change. If the time period is greater than a week then the *Owner* should sign off on timesheets and material on a weekly basis. In the instance such documentary back-up information is deemed inadequate or insufficient by the *Owner*, the *Owner* reserves the right to reject the associated cost.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Amend paragraph 6.4.1 by (a) deleting the first line and replacing with “If *Contractor* discovers conditions at the *Place of the Work* that, in *Contractor’s* opinion, are:” and (b) deleting the final two lines and replacing with “then *Contractor* shall give *Notice in Writing* to *Owner* and *Consultant* of such conditions before they are disturbed and in any event no later than two (2) *Working Days* after first observance of the conditions.”
- .2 Add new paragraphs 6.4.5 and 6.4.6 as follows:
 - “6.4.5 *Contractor* confirms that, prior to entering into the *Contract*, applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS, it carefully investigated the *Place of the Work*. Notwithstanding any other provision in the *Contract*, *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by *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 *Contractor* fails to provide notice to *Owner* as required in paragraph 6.4.1.”

GC 6.5 DELAYS

- .1 Amend paragraph 6.5.1 by adding the following new words after the word “If” in the first line:

“the *Contractor* believes that an act or omission of or by the *Owner* or *Consultant*, or anyone employed, contracted or engaged by the *Owner* or

Consultant, directly or indirectly, may, if not corrected, result in the *Contractor* being delayed in the performance of the *Work*, the *Contractor* shall immediately provide *Notice in Writing* to the *Owner* and the *Consultant*, describing the steps that need to be taken and by whom in order to avoid the potential delay in the *Contractor's* performance of the *Work*. If, despite having given the *Notice in Writing*,

- .2 Delete the last sentence in paragraph 6.5.1 and substitute the following new last sentence:

“Subject to the *Contractor's* obligation to mitigate costs, the *Contractor* shall be reimbursed by the *Owner* for reasonable direct costs resulting from the delay, including reasonable direct costs incurred by the *Contractor* for the care, maintenance, safety, security and protection of the *Place of the Work*, but excluding *Overhead*, any consequential, indirect or special damages or losses, and any claims for loss of profit or opportunity.”

- .3 Delete paragraph 6.5.2 in its entirety.

- .4 Delete paragraph 6.5.3 in its entirety and substitute the following new paragraph 6.5.3:

“6.5.3 If the *Contractor* is delayed in the performance of the *Work* by *Force Majeure*, then the *Contract Time* will be extended for such reasonable time as agreed between the *Owner* and the *Contractor*. Such extension of the *Contract Time* will not be less than the actual time lost as a result of such event causing the delay, unless the *Contractor* agrees to a shorter extension of the *Contract Time*. Outside of *Force Majeure*, the *Contractor* shall not be entitled to payment for costs incurred by such delay, unless such delay results from the acts or omissions of the *Owner*, in which case and subject to the *Contractor's* obligation to mitigate costs, the *Contractor* shall be reimbursed by the *Owner* for reasonable direct costs resulting from the delay, including reasonable direct costs incurred by the *Contractor* for the care, maintenance and protection of the *Place of the Work*, but excluding *Overhead*, any consequential, indirect or special damages or losses, and any claims for loss of profit or opportunity. If instructed by the *Owner* or the *Consultant* in writing in such circumstances, the *Contractor* shall use any necessary acceleration measures to recover any such delay, such as overtime, double shifts, additional manpower, equipment, and the costs of such acceleration

measures will be governed by GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES.”

- .5 Delete 6.5.4 in its entirety and replace it with the following

“No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the Consultant when it becomes apparent to the Contractor prior to or after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary unless there are additional changes that impact the delay”

- .6 Add the following new paragraph 6.5.6, 6.5.7, 6.5.8 and 6.5.9:

“6.5.6 Notwithstanding any other provision, 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 GC 3.5 – CONSTRUCTION SCHEDULE, to recover any lost time and the costs of such recovery efforts shall be to the *Contractor*’s account. To the extent that the delay caused by the *Contractor* 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 of the Agreement – THE WORK as it 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*.”

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

- .1 *Contractor* shall be entitled to an extension of the *Contract Time* for a reasonable time caused by such stop work order, other order, measure, or direction; and
- .2 *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.

6.5.8 *Contractor* shall at all times perform the services required to perform the *Work* in accordance with the *Contract Documents* diligently and expeditiously, to maintain an orderly progress of the *Work*, and in conformity with the *Contract Time* and any revisions made thereto in accordance with the *Contract Documents*. *Contractor* shall at all times provide sufficient personnel to accomplish its services within the *Contract Time*.

6.5.9 If *Contractor* is delayed in the performance of the *Work* by an act or omission of *Contractor* or anyone employed or engaged by *Contractor* directly or indirectly, or by any cause within *Contractor's* control, then *Contractor* shall take appropriate steps, in accordance with paragraph 3.4.2 of GC 3.4 - CONSTRUCTION SCHEDULE, to recover any lost time, and the costs of such recovery efforts shall be to *Contractor's* account. To the extent that *Contractor* caused delay results in *Owner* incurring additional costs and expenses and/or a change in the *Contract Time*, *Contractor* shall be liable to *Owner* for *Owner's* cost and damages arising therefrom, including but not limited to, all services required by *Owner* from *Consultant* as a result of such delay by *Contractor* and, in particular, the cost of *Consultant's* services during the period between the date of *Ready-for-Takeover* 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 *Ready-for-Takeover* achieved by *Contractor*."

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 In paragraph 6.6.5, delete "claim" in the second line and substitute "necessary claim information".
- .2 Add new paragraphs 6.6.7 and 6.6.8 as follows:

"6.6.7 *Owner* may make claims arising out of the costs incurred for additional services provided by *Consultant* resulting from

Contractor's failure to perform the *Work* in accordance with the terms and conditions of the *Contract*, including *Contractor's* issuance of unnecessary requests for information. *Consultant* will notify *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. *Owner* shall make claims against *Contractor* based on *Consultant's* invoices.

6.6.8 *Contractor* shall not make claims arising out of any *COVID-19* conditions known at the time of the execution of this *Contract*."

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE 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 three after the words "substantial degree", and (b) deleting the words "including references to applicable provisions of the *Contract*".
- .2 Delete paragraph 7.1.5.2 and insert new paragraph 7.1.5.2 as follows:

"7.1.5.2 withhold further payment to *Contractor* until *Owner* has completed all *Work* required by the *Contract Documents* and satisfied any of its costs or damages resulting from *Contractor's* default,"
- .3 Amend paragraph 7.1.5.3 by deleting the words "as certified by the *Consultant*".

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

- .1 Amend paragraph 7.2.2 by (a) adding the words "or related to *COVID-19*" after the first instance of the word "*Contractor*" in the third line, and (b) adding the following second sentence at the end of the paragraph: "If the *Work* is suspended or otherwise delayed as a result of *COVID-19* for a period of ninety (90) *Working Days*, *Contractor* may, upon giving *Owner* twenty (20) days *Notice in Writing*, terminate the *Contract*.", and (c) deleting the words "20 *Working Days* or more" in the first line and substituting the new words: "60 *Working Days* or more as a result of or in relation to *Force Majeure* and/or".
- .2 Delete subparagraph 7.2.3.1 in its entirety and substitute the following: "Intentionally deleted".

- .3 Delete subparagraph 7.2.3.3 in its entirety and substitute the following:
“7.2.3.3 *Owner* fails to pay *Contractor* when due the amount certified by *Consultant* or awarded by adjudication, arbitration or a court, except where *Owner* has a bona fide claim for set off, or”
- .4 Delete from line 2 of subparagraph 7.2.3.4, the words, “except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”.
- .5 Amend paragraph 7.2.4 by deleting “5” and substitute “fifteen (15)”.
- .6 Amend paragraph 7.2.5 by (a) deleting “reasonable profit” in line 2, (b) deleting the words “damages” in line 3 and replace with the words “direct and demonstrable costs and expenses”, and (c) by adding the following to the end of the paragraph: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.
- .7 Add the following new paragraph 7.2.6:
“7.2.6 *Owner’s* withholding of progress payments, holdback payment and/or final payments pursuant to GC 5.6 shall not constitute a default under paragraph 7.2.3 permitting *Contractor* to stop the *Work* or terminate the *Contract*.”

GC 8.1 AUTHORITY OF THE CONSULTANT

- .1 Delete paragraphs 8.1.1, 8.1.2 and 8.1.3 and substitute the following:
 - “8.1.1 Differences between *Owner* and *Contractor* as to the interpretation, application, or administration of this *Contract*, or any failure to agree where agreement between the parties is called for in the *Contract* (the “*Dispute*”) which are not resolved in the first instance by finding of *Consultant* pursuant to the provisions of GC - 2.2 ROLE OF THE CONSULTANT, paragraphs 2.2.6 and 2.2.7 shall be settled in accordance with the requirements of this GC 8.1.
 - 8.1.2 The claimant shall give written notice of the *Dispute* (“*Notice of Dispute*”) to the other party no later than seven (7) days after the receipt of *Consultant’s* finding given under paragraphs 2.2.7 or 2.2.8 of GC 2.2 - ROLE OF THE CONSULTANT. The *Notice of Dispute* 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 of receipt of the *Notice of Dispute*, or such longer period as mutually

agreed by the parties in writing, setting out the response and any relevant provisions of the *Contract Documents*.

- 8.1.3 The parties shall make all reasonable efforts to resolve the *Dispute* by amicable negotiations and agree to provide, without prejudice, full, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate the negotiations.
- 8.1.4 If the *Dispute* is not resolved promptly by amicable negotiations in accordance with GC 8.1.3, *Consultant* may provide instructions that, in *Consultant's* 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*, *Owner* shall pay *Contractor* verifiable costs incurred by *Contractor* in carrying out such instructions, which *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required *Contractor* to do including costs resulting from interruption of the *Work*.
- 8.1.5 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourses, provided the party has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.4, if any.
- 8.1.6 If the parties have not been able to resolve the *Dispute* in accordance with paragraph 8.1.3, the parties may agree to submit the *Dispute* to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of the execution of the *Contract*.
- 8.1.7 If no agreement is made for arbitration, then either party may submit the *Dispute* to such judicial tribunal as the circumstances may required.”

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Delete 8.3 in its entirety and substitute the following: “Intentionally deleted”.

GC 8.4 RETENTION OF RIGHTS

- .1 Amend paragraph 8.4.2 by deleting “paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION” and substituting “GC 8.1 – AUTHORITY OF THE CONSULTANT”.
- .2 Add new paragraph 8.4.3:

“8.4.3 If the parties agree under paragraph 8.1.6 of GC 8.1 - AUTHORITY OF THE CONSULTANT to have a *Dispute* resolved by arbitration, *Contractor* agrees that this paragraph 8.4.3 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 *Contractor* be deprived of its right to enforce its lien against the *Project* should *Owner* fail to satisfy any arbitral award. For greater certainty, nothing in this paragraph 8.4.3 shall prevent *Contractor* from taking the steps required by the Ontario *Construction Act*, RSO 1990, c C.30 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 substitute new subparagraph 9.1.1.1:

“9.1.1.1 errors or omissions in the *Contract Documents* which *Contractor* could not have reasonably discovered applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS;”
- .2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

“9.1.2 Before commencing any *Work*, *Contractor* shall determine the locations of all underground utilities and structures indicated in or reasonably apparent or determinable from the *Contract Documents*, that are reasonably discoverable by applying an inspection of the *Place of the Work* to the degree of care and skill described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS and further, by contacting the relevant municipal authorities and utility companies for information regarding the exact location of all utilities and services. Notwithstanding anything else contained herein, neither *Owner* nor *Consultant* shall have any liability whatsoever to *Contractor* regarding the location and placement of underground

utilities and structures. *Contractor* shall not commence *Work* until all underground utilities have been located. Where *Work* is being carried out close to existing utilities requiring inspectors from the respective utility to be present, *Contractor* shall arrange for and pay the cost of such inspections.”

- .3 Amend paragraph 9.1.3 by adding the following sentence at the end of the paragraph: “Should *Contractor* damage any existing utility infrastructure, *Contractor* shall immediately notify both the utility involved and *Owner*.”
- .4 Amend paragraph 9.1.3 by adding the following sentence at the end of the paragraph: “Should *Contractor* damage any existing utility infrastructure, *Contractor* shall immediately notify both the utility involved and *Owner*.”
- .5 Add new paragraphs 9.1.5 as follows:

“9.1.5 *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 *Contractor*, without first consulting *Owner* and receiving written instructions as to the course of action to be followed from either *Owner* or *Consultant*. However, where there is danger to life or public safety, *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 *Owner’s* requirements and specifications for *hazardous substances* contained in the *Contract Documents*.”
- .2 Add to paragraph 9.2.6 after the words “is 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 *Contractor* or anyone for whom *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 *Owner* or others,”
- .3 Add to paragraph 9.2.7 after the words “is responsible”, the following:

“or that any toxic or *hazardous substances* or materials already at the *Place of the Work* prior to *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 *Contractor* or anyone for whom *Contractor* is responsible in a manner which does comply with legal and regulatory requirements,”.

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

“or that any toxic or *hazardous substances* or materials already at the *Place of the Work* prior to *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 *Contractor* or anyone for whom *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 *Owner* or others,”

- .5 Add “and *Consultant*” after the word “*Owner*” in subparagraph 9.2.8.4.

- .6 Delete subparagraph 9.2.7.4 in its entirety.

- .7 Amend subparagraph 9.2.8.3 by adding the following new words: “and as a result of the delay” after the words “paragraph 9.2.6”.

- .8 Add the following new paragraphs 9.2.10 and 9.2.11:

.1 “9.2.10 The *Contractor* shall comply with Regulation 860: *Workplace Hazardous Materials Information Systems (WHMIS)*, R.R.O. 1990, as amended.

.2 9.2.11 Nothing in the *Contract* relieves the *Contractor* or anyone for whom the *Contractor* is responsible from responsibility for any environmental damage or damage in consequence of such environmental damage caused by the *Contractor* or anyone for whom the *Contractor* is responsible at or about the *Place of the Work*.”

- .9 Add the following new paragraphs 9.2.12 to 9.2.14:

“9.2.12 The following apply to the *Work* under this Standard Construction Document, CCDC 2 - 2008, *Stipulated Price Contract*:

- (a) “**Asbestos**” means the fibrous silicates, including chrysotile, amosite, crocidolite, tremolite, anthophyllite and actinolite; and
- (b) “**Asbestos Containing Material**” (ACM) means any material found to contain *Asbestos* that is at or above the limit defined by Ontario regulation and standards, as determined by the standard Polarized Light Microscopy (PLM) or Transmission Electron Microscopy (TEM) methods for the analysis of bulk samples. [Note that the limit defined by Ontario Regulation 278/05 is 0.5 per cent or more *Asbestos* by dry weight].

9.2.13 *Owner* contracts for new construction and renovations prohibit the use of *Asbestos Containing Material*.

9.2.14 Any products to be supplied and installed for the *Project*, including any substitute products, shall not contain any *Asbestos Containing Materials*.”

GC 9.3 ARTIFACTS AND FOSSILS

- .1 Amend the heading, **ARTIFACTS AND FOSSILS** to read “**ARTIFACTS, FOSSILS AND ARCHAEOLOGICAL FINDINGS**”
- .2 Amend paragraph 9.3.1 to add after “historic interest”: “or items of cultural, historical or spiritual significance to Indigenous communities and nations”
- .3 Amend paragraph 9.3.2 to add after “removal”: “, disturbance or”.

GC 9.4 CONSTRUCTION SAFETY

- .1 Delete paragraphs 9.4.1 to 9.4.5 and substitute the following:
 - “9.4.1 *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 *Owner’s* Safety and Infection Control Regulations, Guidelines and Instructions for *Contractors*. *Contractor* shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. *Contractor* shall be deemed to be the, accepts the designation of, “constructor” as defined in the *OHSA* for the *Project*, and responsibility for the obligations and liabilities associated therewith. Prior to the commencement of the *Work*, *Contractor* shall submit to *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*, *Contractor* shall submit to *Owner*:

- .1 a current Workplace Safety & Insurance Board Clearance Certificate;
- .2 copies of *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of *Owner*;
- .3 documentation of *Contractor's* in-house safety-related programs; and
- .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under *OHS*A.

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

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

9.4.5 *Contractor* shall never work in a manner that may endanger anyone.

Add new Add the following new paragraphs 9.4.6 to 9.4.12:

9.4.6 The *Owner* has the authority to stop the progress of the *Work* whenever, in the reasonable opinion of the *Owner*, such stoppage is necessary in order to ensure the safety of life, the *Work* and/or the neighbouring property. All associated costs and impact to the construction schedule will be to the account of the *Contractor* where such stoppage is the result of failure of the *Contractor* or anyone for whom either the *Contractor* is responsible in law in the performance of the *Contract* to comply with any aspect of the applicable health and safety legislation, including all the responsibilities of the “**constructor**” under the *OHS*A, or otherwise with any health and safety requirements.”

9.4.7 *Contractor* shall indemnify and save harmless *Owner*, *Consultant* and their respective agents, officers, directors, employees, consultants, successors and assigns from and against any and all liability, cost,

damage or loss, including legal fees and fines, related to or arising out of any and all acts or omissions of *Contractor*, its *Subcontractors*, *Suppliers*, employees, agents or representatives which contravene *Contractor's* duties and obligations, as constructor, pursuant to the *OHSA*, including the payment of legal fees and disbursements on a solicitor and client basis.

9.4.8 Without limiting the generality of paragraph 9.4.7, *Contractor*,

- .1 agrees to waive and release *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 *Owner*, *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 *Owner's* premises.

9.4.9 In the event that *Owner* engages *Other Contractors* at the *Place of the Work* or performs work with its own forces *Owner* undertakes to include in its contracts with *Other Contractors* and/or in its instructions to its own forces the requirement that the *Other Contractors* or own forces, as the case may be, must comply with directions and instructions from *Contractor* as “constructor” with respect to occupational health and safety and related matters.

9.4.10 *Contractor* shall regularly inspect the *Work* to ensure that all health and safety regulations are being followed and adhered to and shall report the results of such inspections to *Consultant* on a weekly basis at project site meetings.

9.4.11 All of the safety measures outlined in this agreement, or reasonably requested by *Owner*, or implemented in order to comply with applicable law shall be at the sole expense of *Contractor*.”

9.4.12 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the *Contractor* with respect to occupational health and safety related matters. Prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

Acknowledgement – Example:

The undersigned acknowledges that the *Work* it will perform on behalf of the *Owner* requires it to enter a *Place of the Work*, which is under the total control of a *Contractor* who has a *Contract* with the *Owner* pursuant to which the *Contractor* has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the “**constructor**” under the *OHS*A, as well as responsibility to co-ordinate and schedule the activities of our *Work* with the *Work* of the *Contractor* under its *Contract*. The undersigned agrees to comply with the *Contractor's* directions and instructions with respect to health, safety, co-ordination, scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's *Contract* with the *Owner*, as the case may be.

Name:

Title:

Date:”

GC 9.5 MOULD

- .1 Amend subparagraph 9.5.2.3 by adding the following new words: “and as a result of the delay and shall not include loss of profits or consequential damages” after the words “paragraph 9.5.1.3”.
- .2 Delete subparagraph 9.5.3.4 in its entirety.
- .3 Amend paragraph 9.5.3 by adding the following new words at the end:

“The costs which the *Contractor* may, from time to time, be entitled to under the provisions of paragraph 9.5.3 shall not include loss of profits or consequential damages.”

GC 10.1 TAXES AND DUTIES

.1 Add new paragraph 10.1.3:

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

“*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. *Contractor* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code.”

.2 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraphs 1.1.3 and 1.1.4 of GC 1.1 - GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.

.3 Amend paragraph 10.2.7 by (a) deleting “bid closing” and substituting “execution of the *Contract*”, and (b) adding the following to the end of the paragraph: “, save and except for changes related to *COVID-19* which are provided for under paragraph 6.5.6 of GC 6.5 - DELAYS.”

GC 10.3 WORKER’S COMPENSATION

.1 Amend paragraph 10.4.1 by deleting the words “of the” in the first line and substituting the following new words: “for” and deleting the word “application” in the second line and substituting the following new words: “*Proper Invoice*”.

.2 Amend paragraph 10.4.2 by adding the following new words at the beginning:

“The *Contractor* shall ensure that each *Subcontractor* complies with the worker compensation legislation at the *Place of the Work* and that all *Subcontractors* obtain

worker compensation coverage whether or not required to do so under the *Applicable Laws*.”

GC 11.1 INSURANCE

- .1 Delete subparagraph 11.1.1.1 in its entirety and substitute the following new subparagraph 11.1.1.1:

“11.1.1.1 General liability insurance in the name of the *Contractor*, with a limit of not less than \$5,000,000 per occurrence. The insurance coverage shall in any case not be less than the commercial general liability insurance required by the Insurance Bureau of Canada (IBC) standard form IBC 2100, Commercial General Liability Policy and standard form IBC 2320, Commercial General Liability Canadian Construction Documents Committee (CCDC) Endorsement or as otherwise stipulated.

All liability coverage shall be maintained continuously from commencement of the *Work* until twelve months following the date of *Substantial Performance of the Work*, or until the statement of completion of the *Contract* is issued, whichever is the later and with respect to completed operations coverage for a period of not less than twenty four months from the date of completion of the *Contract*, as set out in the statement of completion of the *Contract*. Thereafter, the *Contractor* shall maintain a completed Operation Liability Insurance for a further period of six years. The policy shall include the *Owner* and the *Consultant* as additional insured. Where the *Contractor* maintains a signed blanket policy, the addition of the *Owner* and the *Consultant* is limited to liability arising out of the *Work* and all operations necessary or incidental thereto. The policy shall be endorsed to provide the *Owner* with not less than 30 calendar days prior written notice in advance of any cancellation and of change or amendment restricting coverage.”

- .2 Amend subparagraph 11.1.1.2 by adding the following new words: “and Non-Owned Automobile” after the word “Automobile”.
- .3 Delete subparagraph 11.1.1.3 in its entirety.
- .4 Add the following new subparagraph 11.1.1.4(4):
- “(4) The *Contractor* must provide the *Owner* with a letter from his broker or insurer confirming that insurance is available as described in the

Contract Documents with particulars of any variations from the said form.”

.5 Add the following new subparagraph 11.1.1.6(4):

“(4) If any loss occurs involving damage to property in an amount greater than \$25,000, bodily injury to any person, or damage to any existing structure, the *Contractor* shall, in addition to the other requirements set out in the *Contract Documents*, immediately provide a detailed written report to the *Owner*.”

.6 Delete paragraph 11.1.2 in its entirety and substitute the following new paragraph 11.1.2:

“11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with an original certificate of insurance and shall ensure that the *Owner* at all times is in receipt of a valid certificate of insurance for all policies required by GC 11.1 – INSURANCE. Unless otherwise stipulated, the *Contractor* shall ensure that the certificate of insurance states that 30 calendar days prior written notice shall be given to all the named insured in the event of any cancellation and of change or amendment restricting coverage. The *Owner*’s receipt and acceptance of a certificate of insurance is in no way an approval of the *Contractor*’s policy or policies of insurance and does not affect the obligations to insure as set out in GC 11.1 – INSURANCE. Upon request, the *Contractor* shall promptly provide the *Owner*, a certified true copy of the policies certified by an authorized representative of the insured together with copies of any amending endorsements. The *Owner* may withhold payment of any monies due to the *Contractor* under this or any contract until the *Contractor* has provided the *Owner* with a valid certificate of insurance and copy of the policies.”

.7 Delete paragraph 11.1.3 in its entirety and substitute the following new paragraph 11.1.3:

“11.1.3 The *Contractor* shall be solely responsible for any deductible amounts under the required policies of insurance.”

.8 Add the following new paragraphs 11.1.9 and 11.1.10:

“11.1.9 The parenthetical reference in CCDC 41 – INSURANCE REQUIREMENTS, paragraph 4 which reads: “(excluding flood and earthquake)” is deleted and replaced with the following: “(including flood, earthquake, testing and commissioning)”.

- 11.1.10 The *Contractor* shall, at its sole expense, obtain and maintain, throughout the *Contract Time*, WSIB coverage, or its equivalent, covering the employees of the *Contractor* and claims for personal injury or death in connection with the *Contract*.”

Add the following new GC 11.2 – CONTRACT SECURITY:

GC 11.2 CONTRACT SECURITY

- .1 Add the following new paragraphs 11.2.1 to 11.2.6:

- “11.2.1 The *Contractor* shall submit to the *Owner*, within five *Working Days* of receiving written notification of award of *Contract*, a performance bond and a labour and materials payment bond, each in the amount of 50% of the *Contract Price*, guaranteeing the performance of the *Contract* in accordance with the *Contract Documents*, including the requirements relating to the *Warranty* provided in GC 12.3 – WARRANTY of the Standard Construction Document, CCDC 2 – 2020, *Stipulated Price Contract* and the payment of all obligations incurred in the event of the *Contractor*’s default.”
- “11.2.2 The bonds referred to in paragraph 11.2.1 must be: (a) issued by a duly licenced surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work*; (b) approved by the *Owner*; and (c) maintained in good standing until fulfillment of the *Contract*. The form of such bonds must be in accordance with the *Construction Act Forms* and incorporate the requirements stated in the *Contract Documents*.”
- “11.2.3 Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the *Owner* for and against any costs and expenses (including legal, *Consultant* and court costs) arising out of, or as a consequence of any default of the *Contractor* under the *Contract*.
- 11.2.4 The *Contractor* shall be responsible for notifying the surety or insurance company of any changes, resulting in extra cost(s), made to the *Contract* during the course of construction.
- 11.2.5 The premiums for the bonds referred to in paragraph 11.2.1 must be included in the *Contract Price*.

- 11.2.6 Should the *Owner* require additional bonds or policy limits after the receipt of bids for the *Work*, the *Contract Price* will be increased accordingly. The *Contractor* shall promptly provide the *Owner* any such bonds or policy limit increases that may be required.”

GC 12.1 READY-FOR-TAKEOVER

- .1 Amend paragraph 12.1.1.1 by adding “, and all prerequisites for substantial performance under the *Construction Act*, RSO 1990, c C.30 have been satisfied.” after the word “*Work*”.
- .2 Amend paragraph 12.1.1.4 by (a) adding “spare parts, maintenance materials, warranties, data manuals, and specifications” after the words “maintenance documents” and (b) deleting the word “immediate.”
- .3 Add new paragraphs 12.1.1.9, 12.1.1.10, and 12.1.1.11:
- “9 Local fire authority has inspected and confirmed that life safety systems are acceptable, if required by the *Contract Documents*.
- .10 Elevator inspection and approval by governing authority received by *Consultant*, if required by the *Contract Documents*.
- .11 Any other prerequisites required by the *Contract Documents*.”
- .4 Amend paragraph 12.1.2 by deleting “to 12.1.1.6” and substituting “, 12.1.1.5, and 12.1.1.8”.
- .5 Amend paragraph 12.1.4 by deleting “10 calendar days” and substituting “fifteen (15) *Working Days*, or such longer period as may be reasonably required in the circumstances”.
- .6 Amend paragraph 12.1.6 by adding “RIGHT OF ENTRY AND ” after “GC 12.2 – ”.

GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER

- .1 Delete GC 12.2 EARLY OCCUPANCY BY THE OWNER in its entirety and substitute the following:

GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER

- “12.2.1 *Owner* shall have the right to enter, occupy or access the *Work* in whole or in part for the purpose of placing fittings and equipment

or for other uses before *Ready-for-Takeover*, if, in the opinion of *Consultant* and *Owner*, such entry, occupation, or access does not prevent or substantially interfere with *Contractor* in completion of the *Contract* within the *Contract Time*. Such entry, occupation, or access shall not be considered as acceptance of the *Work* or in any way relieve *Contractor* from responsibility to complete the *Contract* or its obligations under the *Contract*.

12.2.2 The use of the *Work* or any part thereof by *Owner* shall not be taken in any manner as an acceptance by *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 *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 by *Owner* or by persons for whom *Owner* is responsible. In particular, without limiting the generality of the foregoing, the use of the *Work* or any part thereof by *Owner* shall not release *Contractor* from liability, or waive or impair any rights of *Owner*.”

GC 12.3 WARRANTY

- .1 Amend paragraphs 12.3.1, 12.3.3 and 12.3.4 by deleting “one year” and replacing it with “two years”.
- .2 Amend paragraph 12.3.1 by adding the following sentence to the end of the paragraph: “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 *Consultant*.”
- .3 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraphs 1.1.3 and 1.1.4 of GC 1.1 - GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.
- .4 Amend paragraph 12.3.6 by adding the words “, unless otherwise required by the *Contract Documents*” to the end of the third sentence.

GC 13.1 INDEMNIFICATION

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

“13.1.1 Without restricting the parties obligations to indemnify respecting toxic and hazardous substances, patent fees, and health and safety:

 .1 *Contractor* shall indemnify and hold harmless *Owner*, *Consultant* and their respective agents and employees from

and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called “claims”), by third parties that arise out of, or are attributable to, *Contractor’s* performance of the *Work* or anyone for whose acts *Contractor* may be liable including *Subcontractor* and, *Suppliers*; and

- .2 *Owner* shall indemnify and hold harmless *Contractor*, *Contractor’s* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of *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*.”

- .2 Delete paragraphs 13.1.2, 13.1.4 and 13.1.5 in their entirety and substitute the following: “Intentionally deleted”.
- .3 Amend paragraph 13.1.3 by deleting “paragraphs 13.1.1 and 13.1.2” and substitute the following “paragraph 13.1.1”.

GC 13.2 WAIVER OF CLAIMS

- .1 Delete paragraphs 13.2.3, 13.2.4, 13.2.5, and 13.2.7 and substitute the following: “Intentionally deleted”.
- .2 Amend paragraph 13.2.8 by deleting “party” and substituting “*Contractor*”.
- .3 Amend paragraph 13.2.9 by deleting “paragraphs 13.2.1 or 13.2.3” and substituting “paragraph 13.2.1”.

Add new PART 14 as follows:

“PART 14 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 *Owner*. All *Work* and *Products* delivered to the *Place of the Work* by *Contractor* shall be the property of *Owner*. *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by *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* in accordance with the terms of this *Contract*.

14.2.2 If a construction lien or certificate of action is registered against the title to the *Project* lands, or given with respect to the *Work*, by any person claiming to provide services and/or materials to or through *Contractor*, or *Owner* receives a written notice of lien, *Contractor* shall, within seven (7) *Working Days* of having been notified or becoming aware of the existence of the construction lien, certificate of action or written notice of lien, see to its removal by way of discharge, release or by posting security in accordance with the *Construction Act*, RSO 1990, c C.30, or in the case of a written notice of lien, its written withdrawal.

14.2.3 In the event that *Contractor* fails to comply with GC 14.2, *Owner* may see to the removal of the construction lien or certificate of action or the withdrawal of the written notice of lien, and in that event, *Contractor* shall be liable to *Owner* for any and all costs and expenses, including legal costs on a full indemnity basis, associated therewith. *Owner* shall be at liberty to set off such costs and expenses against any amount otherwise due to *Contractor* under this *Contract*. If there is no amount owing by *Owner* to *Contractor*, then *Contractor* shall reimburse *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 *Contractor* pursuant to GC 3.6 - SUBCONTRACTORS AND SUPPLIERS, *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 *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 *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 *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 *Contractor* in connection with GC 3.4 - CONSTRUCTION SCHEDULE, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4 - CONSTRUCTION SCHEDULE.

GC 14.5 HOSPITAL RELATED PROVISIONS

- 14.5.1 *Contractor* recognizes and understands that *Owner* is a hospital approved under the *Public Hospitals Act*, RSO 1990, c P.40 and is therefore subject to a highly regulated legal and operational environment. Without limiting the generality of any other provision in the *Contract*, *Contractor* shall provide reasonable co-operation and assistance to *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*, RSO 1990, c P.40).
- 14.5.2 *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 *Contractor* or the *Subcontractors* is determined by *Owner* to be a concern for the security or safety of such patients, employees or occupants, *Owner* may require that *Contractor* replace such employee.
- 14.5.3 *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 *Owner*. *Contractor* shall comply with the reasonable instructions provided by *Owner* (including, without limitation, *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 *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 *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 *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 *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. *Contractor* shall abide by *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 *Contractor*, *Subcontractors* or *Suppliers*.

14.5.6 *Contractor* shall, and shall cause the *Subcontractors* and *Suppliers* to, comply with hospital policies and procedures including, without limitation, environmental requirements, 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 *Owner* from time to time, provided that a material amendment to the hospital policies and procedures by *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.”

Add the following new Part 15 of the General Conditions – PARKING:

PART 15 PARKING

GC 15.1 PARKING

15.1.1 The *Contractor* is responsible for obtaining and payment of parking permits at the standard parking rates of the *Owner*. For clarity, all parking costs shall be to the account of the *Contractor* and will not be reimbursed by the *Owner*.”

PART 16 – RECORDS AND AUDIT

.1 Add the following new Part 16 of the General Conditions – RECORDS AND AUDIT:

“PART 16 RECORDS AND AUDIT

GC 16.1 RECORDS AND AUDIT

16.1.1 The *Contractor* shall maintain accurate *Project* records, including all tangible records, documents, computer printouts, electronic information, plans, construction documents, *As-Built Drawings* and any other information relating to the *Work* in accordance with the requirements of the law, but in any event for not less than the later of seven years from *Substantial Performance of the Work* or until all claims regarding this *Project* have been settled. During this time, the *Contractor* shall allow the *Owner* or its representative access to such *Project* records during regular business hours upon receipt of reasonable *Notice in Writing*. The *Contractor* shall include equivalent provisions to those provided in these *Supplementary Conditions* in each subcontract and require its *Subcontractors* to incorporate them into every level of subcontract for any part of the *Work*.

16.1.2 The *Owner* or its representative may inspect and audit the books, accounts and records of the *Contractor* during regular business hours upon receipt of reasonable *Notice in Writing* throughout the time period set out in GC 19.1 to verify the *Contractor's* estimates, valuations and actual costs of changes in the *Services* and claims and the *Contractor* shall supply certified copies of books, accounts and other records to the *Owner* or its representative or access to same, as required by the *Owner* or its representative.”

PART 17 – DEFICIENCY HOLDBACK

.1 Add the following new PART 17 of the General Conditions – DEFICIENCY HOLDBACK:

“PART 17 DEFICIENCY HOLDBACK

GC 17.1 DEFICIENCY HOLDBACK

17.1.1 The *Owner* may, in its sole and unfettered discretion, withhold on account from the *Contract Price* due to the *Contractor* 200% of the estimated value of deficiencies for deficiency holdback to ensure accurate and timely provision of the *Work*.

The *Contractor* shall submit a detailed action plan and construction schedule showing all corrective activities for each deficiency no later than five *Working Days* after visiting the *Place of the Work* and monitor each item on the deficiency list until completion to the satisfaction of the *Owner* and report on the progress for each deficiency at least once a week or more frequently, if requested by the *Owner*.

17.1.2 Submission of the stipulated *As-Built Drawings*, red-line drawings, warranties, applicable operations and maintenance manuals, close-out documents and any other documents to the satisfaction of the *Owner* is a requirement of the *Contract Documents* and failure to submit any such deliverables to the satisfaction of the *Owner* will be deemed to be a deficiency under the *Contract Documents*.

17.1.3 The *Owner* may, in its sole and unfettered discretion, withhold on account from the *Contract Price* due the *Contractor* an amount not less than set out below for failure by the *Contractor* to submit all documentation set out in paragraph 20.1.2 no later than the agreed delivery date.”

Contract Value	Percentage/Amount Withheld on Account
Less than \$1,000,000	10%
Between \$1,000,001 and \$5,000,000	12%
\$5,000,001 and greater	\$500,000

PART 18 – PERFORMANCE MANAGEMENT PROCESS

- .1 Add the following new Part 18 of the General Conditions – PERFORMANCE MANAGEMENT PROCESS:

GC 18.1 PERFORMANCE MANAGEMENT PROCESS

18.1.1 The *Owner* will administer a *Contractor* performance management process, as described in this section, to monitor and evaluate the performance of the *Contractor* during the Standard Construction Document, CCDC 2 - 2020, *Stipulated Price Contract*. The performance management process provides the *Owner* with *Contractor* performance information and trends, as well as identifies *Contractor* strengths and weaknesses. An *Owner* representative may conduct an interim performance evaluation throughout the *Project* and will finalize the performance evaluation after the completed *Project* based on the following criteria:

EVALUATION CRITERIA	MAXIMUM POINTS
Overall <i>Project</i> Management (e.g. scope, schedule and risk management, organization and promptness, communication and cooperation)	15
Supervision (e.g. guidance and supervision of <i>Project</i> and site, responsiveness to issues, on-site authority, co-ordination and management of <i>Subcontractors</i>)	10

Quality (e.g. <i>Project</i> delivery as per scope, standards and specifications in <i>Contract Documents</i> , quality of submitted documents and <i>Project</i> delivery, correction of defective work)	15
Health and Safety (e.g. safety measures, public access protection, compliance with <i>Applicable Laws</i> , policies, procedures and requirements such as environmental protection, occupational health and safety)	15
Cooperation and Public/Owner Relations (e.g. cooperation with staff of the <i>Owner</i> , professional conduct, minimizing disruptions, responsiveness to service delivery concerns)	10
Cost Control (e.g. <i>Project</i> delivery within budget, justified number of valid change order requests, prompt submission of accurate and complete <i>Proper Invoices</i> /reasonable and competitive quotes for additional work)	10
Site Management (e.g. site cleanliness and access, precautions with <i>Hazardous Materials</i> , accountability)	10
Schedule Management (e.g. <i>Project</i> beginning and delivery on time, communicating schedule updates)	15
TOTAL	100

18.1.2 The *Owner* may exclude any criteria deemed by the *Owner* to be irrelevant to the *Project* from the overall score. The *Owner* evaluates *Contractor* performance for the *Project* based on predetermined weighted scales for each criterion. The sum of the individual scores for each criterion produces a score out of 100. The scores are then used to rate the *Contractor* using the following rating guide:

RATING GUIDE	
Outstanding	90-100
Superior	80-89
Satisfactory	70-79
Needs Improvement	60-69
Not Satisfactory	<60

18.1.3 If the *Contractor* receives an overall rating of 69 or less (Needs Improvement or Not Satisfactory) on the *Project*, the *Owner* shall provide details and rationale for the score as part of the evaluation, which will be sent to the *Contractor* via e-mail. The *Owner*, at its discretion, may also elect to meet with the *Contractor* in person to provide a rationale for the score and discuss the impact of any performance issues on future procurement processes. *Contractors* that receive a score of 70 or more can request additional details of the evaluation from the *Owner*.

18.1.4 The *Owner* may also track and monitor administrative issues for the *Project*, which are not covered in the performance evaluation criteria described above, including but not limited to communication timelines that may prejudice the *Project*, delays in invoicing and other administrative issues. The *Owner* will generally communicate

any such issues to the *Contractor* along with the *Owner's* expectations and provide the *Contractor* with a reasonable period of time to rectify such issue. Following such communication, if the *Contractor* fails to take corrective measures and rectify the issue to the satisfaction of the *Owner*, the score of the *Contractor* in the performance evaluation for the *Project* will be impacted.

- 18.1.5 The *Owner* encourages open discussions relating to the *Project*. The *Owner* will generally communicate any issues on the *Project* along with the *Owner's* expectations to remedy the deficiencies during the course of the *Work* and provide the *Contractor* with a reasonable period of time to rectify the issue(s). The *Owner*, at its discretion, may also meet with the *Contractor* in person during the course of the *Work* to discuss any such performance issues and provide the *Contractor* with an opportunity to respond to the *Owner's* concerns. The *Owner* will generally notify the *Contractor* in writing of any impact of such performance issues on future procurement processes.
- 18.1.6 The *Contractor* may request that the *Owner* review a final performance evaluation on the *Project*. The objective of such review is to validate the information provided by the *Contractor*, not to review the entire evaluation. In the instance of new information becoming known during the review, which impacts (a) *Project* outcome(s), the score of such performance evaluation(s) on *Project* may be negatively impacted.
- 18.1.7 The request to review a final performance evaluation on a *Project* must be referred to the Procurement Office, Facilities by written notice (e-mail address: capproc@qhc.on.ca) within 30 calendar days of receipt. Such request for review must include the following:
- (a) RFX reference number and name;
 - (b) Name and address of the *Contractor*;
 - (c) Identification of specific evaluation questions and the score(s) being challenged;
 - (d) Rationale for the request for review of specific evaluation questions score(s);
 - (e) Supporting documentation to justify a modification to the score; and
 - (f) Precise statement(s) of relevant facts and specific references within the supporting documentation that substantiate an amendment to the performance evaluation score(s).

Supporting documentation and rationale must be included for each performance evaluation question score being challenged, otherwise such request for review of a particular evaluation score will be dismissed. The *Contractor* will be offered an opportunity to provide a short presentation to the *Owner* on its rationale for an amendment to its performance evaluation score.

- 18.1.8 Following receipt of the request to review a final performance evaluation on this *Project*, the Procurement Manager, Facilities or authorized delegate shall present such request to an “**Evaluation Committee**”, which will conduct an internal review of the performance evaluation considering discussions with the *Contractor* and other

factors (such as past performance, action or inaction to alleviate or rectify issues and extenuating circumstances) and escalate such request to the **Director Redevelopment, Facilities and Support Services** who will provide the final and binding decision. The Procurement Manager, Facilities or authorized delegate shall communicate the decision of the Evaluation Committee in respect of the final performance evaluation to the *Contractor* within 45 calendar days of receiving the written notice or provide an estimated timeframe for response.

- 18.1.9 Any exclusion period from future procurement processes in place under the future procurement processes provisions of the bid documents will be upheld during the final performance evaluation review by the *Owner*.
- 18.1.10 The *Owner*, at its discretion, may implement changes to the *Contractor* performance management process and reporting requirements from time to time during the *Project*. In such instances, the *Contractor* shall fully cooperate with the *Owner* to provide the required information and adapt its existing processes to respond to the changes implemented by the *Owner*.
- 18.1.11 In order to support the quality of service, the *Owner*, in its sole and absolute discretion, may: (a) not send invitations to the *Contractor* to bid on further projects on account of persistent performance or administrative issues in this *Project*; and (b) preclude specific resources of the *Contractor* from performing any work for any contract, if the *Owner* decides such action is in the best interests of the *Owner*.”