

Request for Quotation

For

SEWAGE TREATMENT PLANT ENCLOSURE

Town of Marathon

Project No. 2305

Issued for Quotation and Construction June 20, 2023

Mandatory Site Meeting Monday July 6, 2023 @1:30pm

Closing Date: July 20, 2023 @ 2:00pm Local Time



SPECIFICATIONS

Division 00 Procurement and Contracting Requirements Pages

00 01 10	Table of Contents.....	1
00 21 13	Instruction to Bidders	6
00 30 00	Quotation Form	3

Division 01 General Requirements Pages

00 01 00	General Requirements.....	6
----------	---------------------------	---

DRAWING LIST

SI	Foundation Plan
A1.0	Site Plan General Notes
A1.1	Foundation Plan- Chloride Contact Chamber, Plan Chloride Contact Chamber Enclosure
A1.2	Building Section, Overhead Door Detail, Louvre Detail
A1.3	Exterior Elevations

CONSULTANTS

Critchley Hill Architecture Inc.

123 McIntyre Street W
North Bay, ON P1B 2Y5
Main Line (705) 995-2391

Allan Evans, Project Manager

TBTE Consulting Group

1918 Yonge Street
Thunder Bay, ON P7E 6T9
Main Line (807) 624-5160

Eric Mickelson, P.Eng

END OF SECTION

PART 1 GENERAL

1.1 INVITATION

Critchley Hill Architecture Inc on behalf of The Town of Marathon shall receive Quotations from General Contractors for the supply of all of the goods and/or services specified in this Quotation call.

Sealed quotations to be clearly marked "**RFQ-Enclosure**" shall be emailed as described below to the Office of **Critchley Hill Architecture Inc** no later than **2:00:00 PM** local time on or before **Thursday July20, 2023**.

Merx E-Submissions

The Tender Form shall be submitted by Merx e-submission on or before the respective dates and times as noted above.

To submit a bid through Merx e-submission, the contractor must register and order this opportunity. Documents must be downloaded from Merx including all addendum.

Please note that large bids or bids with many documents can be a factor in the amount of time it takes to upload and submit your bid. It is recommended that you **allow for at least 4 hours before closing time to upload and submit a tender package**.

- .1 Closing time will be taken from the Universal Time Clock (UTC) at <http://www.time.gov/>.
- .2 Quotations must be submitted on the Quotation Form issued with Contract Documents.
- .3 Offers submitted after the above time will be returned to the bidder unopened.
- .4 Quotations may not be submitted by telephone. Quotations must be submitted by email. Contractor to attach all required documents in .pdf format. If total file size of pdf documents exceeds 50 MB, or if file size limits of the sender's e-mail server require it, the files may be submitted in .zip format. The Quotation Form is identified as Section 00 30 00 in the specifications.
- .5 Offers submitted after the above time will be returned to the bidder unopened.
- .6 All Quotation submissions will be closed to the public.
- .7 All blanks on Quotation Forms must be filled in.
- .8 Bidders shall be solely responsible for the delivery of Quotation in the manner and time prescribed.
- .9 All prices (unless otherwise specifically requested in Quotation Documents) shall be for "Complete Job" prices and shall be understood to include for all materials, labour and other expenses as herein outlined in these contract documents including but not limited to fees, insurances, permits, compensation and other items required by governing regulations as well as overhead and profit for the work concerned.

1.2 INTENT

- .1 The intent of this Request for Quotation is to obtain an offer to perform work to construct a new enclosure at **Marathon Sewage Treatment Plant** and as otherwise indicated on the drawings and Quotation documents.

1.3 CONTRACT DOCUMENTS AND OWNER IDENTIFICATION

- .1 The Contract Documents are identified as the:

Sewage Treatment Plant Enclosure
Town Of Marathon
Project No. 2305

- .2 The Owner of the Project:

Town of Marathon

1.4 CONTRACT /QUOTATION DOCUMENTS

- .1 Form of Contract
- .1 The CCDC Document 2, Stipulated Price Contract, 2020, will be used to form the Construction Contract. This document will be appended to this document to form the Contract Documents for the project. A sample of this document will be made available to Bidders upon individual request to the Consultant.
- .2 Definitions
- .1 Contract Documents: Defined in CCDC 2 - 2020 Edition, Definitions.
- .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Soils Investigation Data, Designated substances survey, Bid Form, Bid Securities, and Bid Supplementary Forms identified herein.
- .3 Bid, Offer, or Bidding: Act of submitting an offer.
- .4 Bid Price: Monetary sum identified by the Bid Form.
- .3 Availability
- .1 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- .4 Examination
- .1 Upon receipt of Bid Documents verify that documents are complete; notify Consultant should the documents be incomplete.
- .2 Immediately notify the Consultant upon finding discrepancies or omissions in the Bid Documents.
- .5 Queries / Addenda
- .1 Direct questions to:
- Marie Derosier**
c/o Critchley Hill Architecture Inc.
123 McIntyre Street West
North Bay, Ontario P1B 2Y5
Tel: 705-995-2391
email: maried@critchleyhill.ca
- .2 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Include costs in the Bid Price.

- .3 Verbal answers are only binding when confirmed by written addenda.
- .4 Clarifications requested by bidders must be in writing before date set for receipt of bids. The reply will be in the form of an addendum, a copy of which will be forwarded to known bidders.

- .6 Product/System Options
 - .1 Where the Bid Documents stipulate a particular product, alternative will be considered by the Consultant before receipt of bids.
 - .2 When a request to substitute a product is made, the Consultant may approve the substitution and will issue an Addendum to known bidders.
 - .3 In submission of alternatives to products specified, bidders shall include in their bid, any changes required in the work to accommodate such alternatives. A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of alternatives shall not be considered.
 - .4 The submission shall provide sufficient information to enable the Consultant to determine acceptability of such products.
 - .5 Provide complete information on required revisions to other work to accommodate each alternative, the dollar amount of additions to or reductions from the Bid Price, including revisions to other work.
 - .6 Unless alternatives are submitted in this manner and subsequently accepted, provide products as specified.

1.5 SITE ASSESSMENT

- .1 Carefully examine and study all of the Contract Documents and inspect the Site of the work in order to determine all conditions affecting the work and associated costs.

- .2 Each bidder shall visit the site of the work before submitting a Bid and shall by personal examination be satisfied as to the local conditions that may be encountered during construction. Each Bidder shall make its own estimate of the available facilities and any difficulties that may be encountered and the nature of the sub surface materials and conditions.

- .3 Site Examination: **Mandatory site visit July 3, 2023 @ 1:30 pm local time.** Bidders are to meeting at the following address: **Howe Street, Marathon, Ontario**, Parking area after gates. Bidders who do not attend the mandatory site meeting or that do not sign the attendance sheet will be disqualified and their bids will be returned, unopened, by the Owner. An Owner or employee of each prequalified contracting company must represent their respective company at the meeting.

- .4 No Bidder shall claim, at any time after submission of its Bid, that there was any misunderstanding of the terms and conditions of the Contract Documents relating to site conditions.

- .5 No adjustment to the Progress Schedule or to the Bid price will be made for difficulties encountered due to conditions, features, and peculiarities of the site that were evident at the time of the close of Bids.

- .6 The act of submitting a Quotation is confirmation that the Bidder has visited the project site and surrounding properties and has become familiar with the place of work including the complete geotechnical investigation.

- .7 Contractors are to meet in front lobby of school. Bidders who do not attend the mandatory site meeting or that do not sign the attendance sheet will be disqualified and their bids will be returned, unopened, by the Owner.

1.6 QUALIFICATIONS

- .1 The Bidder may be asked to provide detailed information on the professional qualifications of all staff who are expected to be involved with the work. Also, it is critical that the Bidder identify a single senior individual who shall co-ordinate the work from beginning to end. All work shall be performed diligently and to a high standard of professional competence by all parties.
- .2 Subcontractors
 - .1 The Owner reserves the right to reject a proposed subcontractor for reasonable cause.
 - .2 Refer to CCDC 2 Article GC 10 of General Conditions.
 - .3 It is suggested that the Contractor give careful consideration to the suitability of the subcontractors listed on the Tender Form.

1.7 BID SUBMISSION

- .1 Bid Ineligibility
 - .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetic errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared informal.
 - .2 Bids with Quotation Form and enclosures which are improperly prepared will be declared informal.
 - .3 Bids that fail to include insurance requirements will be declared informal.
 - .4 Bid amendments may received before the closing time. The Merx e-submission process permits the bidder to revise their bid form as often as necessary prior to bid closing time.
 - .5 Bidding Contractors shall govern themselves accordingly and accept all risks with submitting a bid via e-submission. Contractors are encouraged to submit Quotation forms early.
 - .6 The Town of Marathon shall not be held responsible for any such equipment malfunctions, printing malfunctions, power failures or any other such instances that would otherwise prohibit the Quotation form from being submitted.
 - .8 Bids that are submitted by general bidders that did not attend the mandatory site visit shall be disqualified and returned to the Bidder without further consideration.

1.8 QUOTATION ENCLOSURES/REQUIREMENTS

- .1 Undertaking of Insurance
 - .1 Submit with the Quotation Form Section 00 41 00 a signed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.
- .2 Liability and Insurance
 - .1 The successful bidder shall indemnify the Town from any and all manner of damage or injury, risk, claims, demands, actions, penalties, causes of action, damages and any and all costs arising out of, or incurred by reason of provision of courier services by the bidder. The cost of such insurance shall be the responsibility of the Vendor.
 - .1 The successful bidder(s) will obtain a comprehensive policy of public liability and property damage insurance coverage with an insurer licensed to carry on business in the Province of Ontario, in respect of any one accident to a minimum of Two Million Dollars (\$2,000,000.00) exclusive of interests and costs, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to property of the owner of any other public or private property resulting from or arising out of any act or omission on the part of the successful bidder(s) or any of his/her servants or agents during the execution of the contract and the successful bidder(s) shall (unless otherwise stated in this document,) within seven (7) working days of being notified, provide the Finance Department a completed Certificate of

Insurance. The policy shall name The Town of Marathon as an Additional Insured for the purposes as outlined in the Request for Proposal.

- .2 Cancellation of coverage shall be so notified to the Town of Marathon by mailing at least 30 days' written notice to the Insured at the address stated herein, except for Non-Payment of premium, which is 15 days by Registered Mail or 5 days hand delivered.
- .3 As a condition precedent to contract award, Certificates of all such insurance policies shall be filed with the Town by the successful bidder and shall be subject to the Towns approval as to the adequacy of protection. All the above-mentioned insurance shall be maintained until the Board certifies that the work is complete.
- .3 Quotation Form Requirements
 - .1 State in the Quotation Form the time required to complete the work.
 - .2 Include the names of all Subcontractors and the portion(s) of the work the Bidder will perform as per the list provided within the Bid Form.
- .4 Bid Signing
 - .1 The Quotation Form shall be signed by the bidder.
 - .2 Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - .3 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word partner under each signature.
 - .4 Limited Company: Signature of a duly authorized signing officer (s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the bid is signed by officials other than the President and Secretary of the company, or the President and Secretary of the company, or the President-Secretary-Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the bid in the bid envelope.
- .5 Taxes
 - .1 Base Bid Price (Quotation Price) excludes required Harmonized Sales Tax (HST).

1.9 OFFER ACCEPTANCE/REJECTION

- .1 Duration of Offer.
 - .1 Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.
- .2 Bid Evaluation and Acceptance
 - .1 The Owner will first evaluate bids based upon the completion of the bid submission. Submission of all required documents conforming to Bid Submission and Bid Enclosures/Requirements will deem a bid complete. All incomplete submissions as declared by the Owner will be deemed informal and disqualified.
 - .2 After completion of the bids has been evaluated the bidders submitting complete Quotations will be evaluated for the lowest bid.
 - .3 Should a bid indicate a completion date later then the completion date specified, then timing could factor in the decision, at the discretion of the Owner, to award a Contract to a particular Vendor.
 - .4 The Owner reserves the right to reject all bids.

- .5 Quotation opening will be closed to the public. The company name of the successful bidder will be posted to the public within the duration of the offer period.

1.10 CONFLICT OF INTEREST

- .1 Bidders shall declare in the Quotation Form any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Bidder, including but not limited to its obligations to The Town of Marathon, the contract, the contract price or any customer.

1.11 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

- .1 Bidders are advised that the Town is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the Town in response to this RFT may be subject to disclosure under MFIPPA. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The Town will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFT process, including the evaluation of bids. If a Bidder has any questions about the collection and use of information pursuant to this RFT, questions are to be submitted to the RFT Contact.

1.12 NO INFLUENCE

- .1 The Town prohibits its representatives from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of their duties, extend any gratuity or special favor to the proponent, or to influence the outcome of any proposal. The Town reserves the right to disqualify the tender of any bidder who engages in any acts or practices.

1.13 BROADER PUBLIC SECTOR PROCUREMENT DIRECTIVE

- .1 This Process is subject to the Broader Public Sector Procurement Directive, Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and trade Agreement (CETA).

1.14 INAPPROPRIATE CONDUCT

- .1 The Town may disqualify a bidder's tender and give it no further consideration based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to:
- .1 The submission of proposals or quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
 - .2 The refusal of the proponent to honor its previous commitments; or
 - .3 Any other conduct constituting a conflict of interest. For the purposes of this section, "conflict of interest" shall have the meaning ascribed to it on the Proposal Submission Form.

1.15 AGREEMENT TO ABIDE BY THE ESTABLISHED TENDER PROCESS

- .1 No proponent can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not available to all other Bidders or from any special or personal relationships or contacts, or seeking or obtaining any advantage or information from any staff and representatives of the The Town of marathon, whether authorized or not. The Tender Form includes a clause which confirms concurrence with the Tender Process. In signing the Tender Form, Bidders are agreeing to abide by the established process.

1.16 REFERENCE CODES STANDARDS AND REGULATIONS

- .1 All Sections:
Delete suffixes for Codes, Standards and Regulations which indicate a particular year.

Add: Codes, Standards and Regulations to be latest current versions in force at the time of Tender.
- .2 Where relevant documents applicable to this work exist, follow these criterion, recommendations, and requirements as minimum standards.
- .3 In event of conflict between Codes, Regulations, or Standards, or where work shown is in conflict with these documents, obtain interpretation before proceeding. Failure to clarify any ambiguity will result in an interpretation requiring application of most demanding requirements.

1.17 PROJECT SCHEDULE

.1 Timetable

Deadline for Questions	June 29, 2023
Deadline to issue Addendum	July 3, 2023
Submission Deadline	July 6, 2023
Anticipated Execution of Agreement	July 10, 2023
Anticipated Completion Date	TBD by Successful Bidder & Owner 2023

END OF SECTION

Quotation Form Submitted By Name: _____

Address: _____

Telephone: _____

Contract e-mail: _____

Quotation

We offer to enter into a Contract to perform the Work required by the Contract Documents and as indicated on contract drawings.

_____ (\$ _____)

The above Base Bid offer does not include value added taxes (HST).

Construction Time

We agree to complete the Work in accordance with the Quotation Documents. We agree to Substantial Performance of the Work within _____ weeks from access to site.

Confirmation of Documents

We acknowledge our compliance with the Instructions to Bidders and the Contract Documents relating to the Work, including all Addenda as follows.

We acknowledge receipt of Addenda No's. _____ to _____.

Quotations

We agree and acknowledge that the lowest or any of the submitted Tenders will not necessarily be accepted.

We agree and acknowledge that this Bid is irrevocable and open to acceptance for a period of 30 days from the date of Bid Closing.

Bid Enclosures/Requirements

The following documents are required as part of a complete Tender submission. Authorized signing officer must indicate by initializing each item below indicating that the documents are being submitted as part of Tender submission. Failure to submit all required items will render bid informal.

CONFIRMATIONS	Initial
<p>Insurance Submit with the Quotation Form Section 00 30 00 a signed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.</p>	

DECLARATIONS IN QUOTATION FORM -AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

Conflict of Interest

For the purposes of this Quotation, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the Quotation process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to;
 - i. having, or having access to, confidential information of the Town in the preparation of its quotation that is not available to other respondents, or
 - ii. communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process or render that process non-competitive or unfair, or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests';
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

The Bidder shall declare in its Quotation any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Bidder, including but not limited to its obligations to the Town of Marathon, the contract, the contract price or any customer. The Town of Marathon has a fiduciary responsibility to ensure that such behaviour is not permitted and reserves the right to remove from eligibility the name of any Bidder for failure to comply with the above conditions.

The Bidder declares that this proposal is not made in connection with any other Bidder submitting a Tender for the same commodity/service and is, in all respects, fair and without collusion or fraud. Based on the above, do you believe your firm may be in possible conflict of interest? Please check appropriate answer.

_____ No

_____ Yes – If yes is selected please submit with your documents a detailed description.

KEY PERSONNEL

The following is a list of the Bidders principle and key personnel who shall be assigned to this project. Attached to this Bid Form are detailed summaries of qualifications and related work experience for each person.

Site Personnel

Project Manager: _____

Superintendent: _____

General Foreman: _____

Signed, sealed and submitted for and on behalf of:

Company Name

Address

Name and Title

Witness Name and Title

Signature

Witness Signature

Date

(Affix Corporate Seal over signature)

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

ARTICLE A-5 – PAYMENT

- .1 Amend paragraph 5.1.3, in the first line, by deleting the words "...the issuance of the..." and replacing them with "...receipt of the Consultant's...".
- .2 In paragraph 5.1.1 of Article A-5 add the following words to the end:

"or, where there is no Payment Certifier, jointly by the Owner and Contractor"

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

- .1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:

"6.5 Contact information for a party may be changed by Notice in Writing to the other party setting out the new contact information in accordance with this Article."

DEFINITIONS

Owner Amend Definition by adding the following to the end of that Definition:

"For purposes of the Contract, the terms "Owner", and "Town of Marathon" shall be considered synonymous. For the Project, the Owner's representative is "Marc Paris or other to be Named."

Add Definition, Provide, as follows:

"*Provide*' means to supply and install. Provide has this meaning whether or not the first letter is capitalized."

Add a new Definition, Act, as follows:

"*Act*' means the Construction Act (Ontario)."

Add a new Definition, By Others, as follows:

"The words '*By Others*' when used in the Specifications or on the Drawings means a person performing part of the Work, other than the Contractor. For greater certainty, the only means by which work or services shown or specified shall be indicated as not being in the Contract is by use of the initials 'N/C' or the words 'Not In Contract' or the words '*by Owner*'."

Add a new Definition, Construction Schedule, as follows:

"*Construction Schedule*' means the schedule for the performance of the *Work* provided by the *Contractor* pursuant to GC3.5, including any amendments to the *Construction Schedule* made pursuant to the *Contract Documents*."

Add a new Definition, Environmental Programs, as follows:

"*Environmental Programs*" means the environmental plans, programs, procedures and requirements of the *Owner* found in the manual prepared and maintained by the *Owner* and referred to in the Instructions to Bidders. The *Environmental Programs* include *Owner's* Asbestos Control Program, its mould program and a program for controlling and handling designated substances."

Add a new Definition, Exposed, as follows:

“*Exposed*” means visible by the *Owner* at the completion of the *Work*, unless otherwise indicated in the *Contract Documents*. *Exposed* items include all items on roof areas, mechanical and service rooms, inside of cupboards, cabinets and similar items.”

Add a new Definition, Force Majeure, as follows:

“*Force Majeure*” means any cause, beyond the *Contractor’s* control, other than bankruptcy or insolvency, which prevents the performance by the *Contractor* of any of its obligations under the *Contract* and the event of *Force Majeure* was not caused by the *Contractor’s* default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the *Contractor*. *Force Majeure* includes *Labour Disputes*, fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, acts of a public enemy, war, riot, sabotage, blockage embargo, shortage of materials and supplies, lightning, earthquake, abnormally adverse weather conditions or acts of God.”

Add a new Definition, Install, as follows:

“*Install*” means install and connect. *Install* has this meaning whether or not the first letter is capitalized.”

Add a new Definition, Labour Dispute, as follows:

“*Labour Dispute*” means any lawful or unlawful labour problems, work stoppage, labour disruption, strike (including lockouts decreed or recommended for its members by a recognized contractor’s association of which the *Contractor* is a member or to which the *Contractor* is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy which does, or might, affect the *Work*.”

Add a new Definition, OHSA, as follows:

“*OHSA*” means the Occupational Health and Safety Act (Ontario)”

Add a new Definition, Request for Information, as follows:

“*Request for Information*” or “*RFI*” means written documentation sent by the *Contractor* to the *Owner* or to the *Owner’s* representative or to the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings* and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*.”

Add a new Definition, Submittals, as follows:

“*Submittals*” means documents or items required by the *Contract Documents* to be provided by the *Contractor* such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and,
- Record drawings and manuals to provide instructions to the operation and maintenance of the *Work*”

Add a new Definition, reviewed, instructed, required, directed, permitted, inspected, ordered, as follows:

“Wherever the words ‘reviewed’, ‘instructed’, ‘required’, ‘directed’, ‘permitted’, ‘inspected’, ‘ordered’ or similar words are used they shall mean, unless the context provides otherwise, ‘reviewed by the *Consultant*’, ‘instructed by the *Consultant*’, ‘required by the *Consultant*’, ‘directed by the *Consultant*’, ‘permitted by the *Consultant*’ and ‘ordered by the *Consultant*’.”

Add a new Definition, satisfactory, as follows:

“Wherever the word ‘satisfactory’ or similar words or phrases are used in the *Contract Documents*, it means,

unless the context provides otherwise, 'satisfactory to the Owner and the Consultant'."

Add new Definition, As-Constructed Documents, as follows:

"*As-constructed Documents* refer to reproductions of the original drawings and specifications which have been marked up to accurately show all changes from the original documents and which are to be provided in clearly marked and legible hard copies. As-Constructed Documents may also be known as As-Built Drawings"

Add new Definition, Constructor, as follows:

"The *Constructor* is as defined in the *Occupational Health and Safety Act*, R.S.O.1990 (latest amendment), referring to the person undertaking the project for the *Owner*, and for the purposes of this project, shall be the *Constructor*."

Add new Definition, Proper Invoice, as follows:

"For purposes of the Contract, the terms "Proper Invoice", "Progress Application", and "Contractor Application for Payment" shall be considered synonymous. Proper Invoice means a "proper invoice" as defined in the Payment Legislation, if any, and as may be modified by written agreement between the parties to the extent permitted by such Payment Legislation.

Add new Definition. Adjudicable Dispute, as follows:

"For purposes of the *Contract*, the term "Adjudicable Dispute", means any dispute or difference between the parties arising out of or in connection with the Contract."

Add new Definition. Payment Period, as follows:

"For purposes of the *Contract*, the term "Payment Period", means monthly period, ending on the last day of the month in connection with the Contract."

1 GENERAL

- 1.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

PART 1 GENERAL PROVISIONS

GC1.1 CONTRACT DOCUMENTS

- .1 Amend paragraph 1.1.1 by adding the following between the first and second sentences:

"In many cases, the language of the *Contract Documents* is written in the imperative for the sake of brevity. Clauses containing instructions or directions are intended for the *Contractor* and such sentences are deemed to include the words, ... "the *Contractor* shall"."

- .2 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

"1.1.3 The Contractor shall review the Contract Documents for the purpose of facilitating and co-ordination and execution of the Work by the Contractor. The Contractor shall report promptly to the Consultant any ambiguities, design issues or other matters requiring clarification made known to the Contractor or that the Contractor may discover from such a review. Such review by the Contractor shall comply with the standard of care described in paragraph 3.9.1 of the Contract.

- 1.1.4 Except for its obligation to review the Contract Documents and report the result pursuant to paragraph 1.1.3, the Contractor is not responsible for ambiguities, design issues or other matters requiring clarification in the Contract Documents and does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. Without limiting the foregoing, the Contractor shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the Contract Documents which the Contractor could not reasonably have discovered from such a review in accordance with the standard of care. If the Contractor does discover any ambiguities, design issues or other matters requiring clarification in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received modified or additional information from the Consultant. The impacts of any ambiguities, design issues or other matters requiring clarification in the Contract Documents, including to the Contract Price and Contract Time, shall be addressed by the parties in accordance with Part 6 – CHANGES.”
- .3 Amend paragraph 1.1.5 by adding subparagraphs 1.1.5.6, 1.1.5.7, and 1.1.5.8 as follows:
- .6 Finishes in the room finish schedules shall govern over those shown on the *Drawings*.
 - .7 Schedules of Division 01 – General Requirements of the *Specifications* shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the *Specifications*.
 - .8 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable drawing disciplines.
Fixturing drawing provided by the *Owner* shall have precedence over architectural drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts.”
- .4 Amend paragraph 1.1.6 by adding the following to the end of that paragraph:
- “The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* in respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting these matters before proceeding with the *Work*. Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the Owner. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the *Contract Documents* wherever located and whenever issued, compiling information of similar content and may consist of drawings, tables and/or lists.”
- “The *Contract Documents* are organized by Division for clarity and to identify the expected standard of trade competence in the finished work. No claims will be considered relating to the division of work between the *Contractor and/or Subcontractors*, including tie in of the work of different trades, spatial interferences, cutting and patching and the like.”
- .5 Add to the end of subparagraph 1.1.6.2
- “Except to the extent the Consultant is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 13.1.3.

.6 Add new paragraph 1.1.12 as follows:

“1.1.12 The Contractor will be issued electronic copies of “Issued for Tender, Permit, and Construction”. The documents will be issued in PDF format. The production of hardcopies of the document will be at the expense of the Contractor as necessary to facilitate the construction of the building.”

.7 Add a new paragraph 1.1.13 as follows:

“1.1.13 One set of signed and sealed *Contract Documents* shall be retained by each of the *Owner* and the *Contractor*.”

PART 2 ADMINISTRATION OF THE CONTRACT

GC2.2 ROLE OF THE CONSULTANT

.1 In paragraph 2.2.3 add the following to the end:

“Without limiting the foregoing, the Consultant may appoint one or more authorized representatives in writing who may fulfill the obligations of the Consultant under this Contract.”

.2 Under 2.2.5 add new sentence at the end of the paragraph as follows:

“The Consultant will not have control over, charge of or be responsible for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.”

.3 Amend paragraph 2.2.6 by deleting the words: “...except with respect to GC5.1 —FINANCING INFORMATION REQUIRED OF THE OWNER”.

.4 In paragraph 2.2.8 add the words “, written statements” after the word “interpretations” in both the first and second sentences; and

i. add the following to the end of paragraph 2.2.8:

The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant* in an unbiased manner, and in accordance with the *Consultant’s* professional standard of care at law

.5 Amend paragraph 2.2.12 by adding the following to the end of that paragraph:

“If, in the opinion of the *Contractor*, the Supplemental Instruction involves an adjustment in the *Contract Price* or in the Contract Time, it shall, within ten (10) *Working* days of issuance of a Supplemental Instruction provide the *Consultant* with a written notice to that effect. In the event that the *Contractor* needs additional information to determine whether a Supplemental Instruction involves an adjustment of the *Contract Price* or in the Contract Time, it may issue a written request to the *Consultant* seeking such additional information. Following issuance of such information, the *Contractor* shall, within ten (10) *Working* days of receipt of such additional information provide the *Consultant* with the written notice described in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the Supplemental Instruction by the *Contractor* without adjustment in the *Contract Price* or Contract Time

.6 Add the words “which are provided” before the words “in accordance” in paragraph 2.2.13.

.7 Under 2.2.14, add new sentence as follows:

"If it is the *Contractor's* opinion that a *Supplemental Instruction, Change Order or Change Directive*, as issued by the *Consultant*, will affect the *Contract Time*, it shall within Seven (7) days after issuance of such *Supplemental Instruction or Change Order/Change Directive*, notify the *Consultant* in writing, of the nature and extent of the affect on the construction schedule.

.8 Add new paragraph 2.2.19 as follows:

"2.2.19 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among *Subcontractors* and *Suppliers* in respect to such divisions."

GC2.3 REVIEW AND INSPECTION OF THE WORK

.1 Add to end of paragraph 2.3.2:

.1 "Should a designated test or inspection fail, the *Contractor* shall promptly correct and retest the work using the designated testing/inspection agency and be responsible for all costs associated with retesting. Unless agreed otherwise, the *Contractor* shall give the *Consultant* and the *Owner* at least three (3) *Working days'* notice of the date and time fixed for all required tests, and shall supply all labour, material, fuel, etc., and shall carry out such tests (unless otherwise specified)".

.2 To paragraph 2.3.3, add new sentence: "Such certificates and reports are to be reviewed by the *Consultant* and one copy is to be forwarded to the *Owner*".

GC2.4 DEFECTIVE WORK

.1 In paragraph 2.4.1:

- i. Add after the words "shall promptly correct" the phrase "in a manner acceptable to the *Owner* and the *Consultant*"; and
- ii. Add after the words "*Contract Documents*" the phrase "or work that the *Contractor* discovers to be defective, whether or not the defective work had been identified by the *Consultant*, and".

.2 Add new subparagraphs 2.4.1.1, 2.4.1.2 and 2.4.1.3 as follows:

2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.

2.4.1.2 The *Contractor* shall prioritize the correction of any defective *Work* which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.

2.4.1.3 The correction of any defective *Work* that is to take place after the *Owner* has taken occupancy must be completed after operational hours or on weekends, unless otherwise agreed to between the *Owner* and *Contractor*."

.3 Add new paragraph 2.4.4 as follows:

"2.4.4 Where elements of the *Work* have been identified as defective by the *Owner* or *Consultant*, and the *Contractor* fails to make corrections to the *Work* in accordance with this GC 2.4, then without prejudice to any other right or remedy the *Owner* may have, the cost of correcting the *Work* shall be determined by the *Consultant* and the amount may be deducted from any amount otherwise due to the *Contractor*."

.4 Add paragraph 2.4.5 as follows:

"2.4.5 The *Contractor* shall prepare a monthly status report on the deficiency corrections identified by the *Consultant*. Where deficiencies remain on the status report for a period of more than two (2) progress payment applications then without prejudice to the *Owner's* right and remedy under paragraph 2.4.4, the *Owner* may withhold an amount, as determined by the *Consultant*, from the *Contractor*, until such deficiency(ies) is/are corrected to the satisfaction of the *Owner* and *Consultant*."

.5 Add new paragraph 2.4.6 as follows:

"2.4.6 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day-to-day operation of the Owner."

PART 3 EXECUTION OF THE WORK

GC3.4 CONTROL OF THE WORK

.1 Add a new paragraph 3.1.3 as follows:

"3.1.3 Prior to commencing individual 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*.

.2 Add new paragraph 3.1.4 as follows:

"3.1.4 Once the building is occupied, the *Contractor* may be required by the *Owner*, from time to time, to suspend or alter noisy or otherwise objectionable operations should such operations cause undue interference with the *Owner's* business or activities."

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

.1 Revise subparagraph 3.2.2.1 to read "The *Owner* shall provide the co-ordination of the activities of the *Owner's* forces."

.2 Delete subparagraph 3.2.3.2 and replace it with the following:

"3.2.3.2 Co-ordinate and schedule the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contractor* and connect as specified or shown in the *Contract Documents*;"

.3 Add a new subparagraph 3.2.3.5 as follows:

"3.2.3.5 Subject to GC9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable Health and Safety legislation of the *Place of the Work*, including all the responsibilities of the "constructor" under OHSA."

.1 Add new paragraph 3.2.7 as follows:

"3.2.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*."

GC3.4 CONSTRUCTION SCHEDULE

- .1 Delete subparagraph 3.4.1.2 and replace it with the following:
- “3.4.1.2 Provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the construction schedule referred to in paragraph 3.4.1.1 or any successor or revised schedule approved by the *Owner* pursuant to this GC3.4.”
- .2 Delete existing subparagraph 3.4.1.3 and replace it with the following:
- “3.4.1.3 Continuously monitor the progress of the *Work* and provide a monthly progress schedule covering all of the baseline activities and including the actual start, actual finish and percentage completion of those activities. Each month, the *Contractor* shall submit, for the *Owner’s* approval, any changes made to the baseline logic and activity durations. The revisions to the schedule shall be graphically shown in reference to the original baseline activities.”
- .3 Add a new subparagraph 3.4.1.4 as follows:
- “3.4.1.4 if after applying the expertise and resources required under subparagraph 3.5.1, the *Contractor* forms the opinion that the slippage in schedule reported in subparagraph 3.5.3 cannot be recovered by the *Contractor*, it shall, in the same notice provided under subparagraph 3.5.3, indicate to the *Consultant* if the *Contractor* intends to apply for an extension of Contract Time as provided in PART 6 —CHANGES IN THE *WORK*.”
- .4 Add a new subparagraph 3.4.1.5 as follows:
- “3.4.1.5 Without limiting the other obligations of the *Contractor* under GC3.5, the *Contractor* shall not amend the baseline schedule described in subparagraph 3.5.1 without the prior written consent of the *Owner*. In addition, at each site construction meeting, the *Contractor* shall provide to the *Owner* and the *Consultant* a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.”

GC3.5 SUPERVISION

- .1 Revise 3.5.1 as follows:
- “After “valid reason”, add “and in consultation with the *Consultant* and the *Owner*”.
- .2 Delete paragraph 3.5.2 in its entirety and replace it with the following:
- “3.5.2 The supervisor, and any project manager appointed by the *Contractor*, shall represent the *Contractor* at the Place of *Work* and shall have full authority to act on written instructions given by the *Consultant* and/or the *Owner* and the *Owner’s* representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the *Contractor* and both the supervisor and any project manager shall have full authority to act on behalf of the *Contractor* and bind the *Contractor* in matters related to this Contract.”
- .3 Add new paragraphs 3.5.3, 3.5.4, 3.5.5, 3.5.6 and 3.5.7 as follows:
- “3.5.3 The *Owner*, acting reasonably, shall have the right to order the *Contractor* to remove from the *Project* any representative or employee of the *Contractor*, *Subcontractors* or *Suppliers* who, in the opinion of the *Owner*, are a detriment to the *Project*.
- 3.5.4 The supervisory staff assigned to the *Project* shall also be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the specifications, and have a sufficient number of

years of documented Superintendent/*Project* Management experience.

- 3.5.5 The *Consultant* shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the *Project* prior to commencement of *Work*.
- 3.5.6 The *Contractor's* Supervisor shall remain on the job until the *Contract* is complete.
- 3.5.7 The *Project* Management staff assigned to the *Project* shall also be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the specifications, and have a sufficient number of years documented Supervisor/*Project* Management experience."

GC3.6 SUBCONTRACTORS AND SUPPLIERS

- .1 Add new sentence to paragraph 3.6.2 as follows:

"The *Contractor* shall not change accepted *Subcontractors* without prior written permission of the *Owner*."

- .2 Add a new paragraph 3.6.7 as follows:

"3.6.7 Where provided in the *Contract*, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*."

GC3.7 LABOUR AND PRODUCTS

- .1 Amend paragraph 3.7.1 by adding the words, "..., agents, Subcontractors and Suppliers. . ." after the "employees" toward the end of line one.

- .2 Also with respect to paragraph 3.7.1, add three new subparagraph which read as follows:

"3.7.1.1 The *Contractor* represents that it has sufficient skilled employees to replace, subject to the *Owner's* approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.

3.7.1.2 Without in any way limiting the generality of the foregoing, the *Contractor* shall prepare and implement the job site rules more particularly described in the tender documents. Any such job site rules prepared by the *Contractor* shall be consistent with the *Contractors* duties and obligations under the OHSA and shall also include provisions making smoking and the consumption of alcohol or non-prescription drugs on the *Project* site the subject of discipline proceedings and/or termination of employment."

- .3 Delete paragraph 3.7.3 and replace it with the following:

"*Products* shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (also known as TSSA) and all governmental authorities having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* brought on to the *Place of the Work* by the *Contractor* shall be deemed to be the property of the *Owner*, but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said *Product* shall be at the sole risk of the *Contractor*."

- .4 Add new paragraph 3.7.4, 3.7.5, 3.7.6, 3.7.7, 3.7.8, 3.7.9, 3.7.10, 3.7.11, 3.7.12, 3.7.13, 3.7.14, 3.7.15 and 3.7.16 as follows:

"3.7.4 The *Contractor* represents and warrants that the *Products* provided for in accordance

-
- with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*.”
- 3.7.5 Upon receipt of a written notice from the *Consultant*, the *Contractor* shall dismiss from the *Place of the Work* tradesmen and labourers whose *Work* is unsatisfactory to the *Consultant* or who are considered by the *Consultant* to be unskilled or otherwise objectionable.
- 3.7.6 The *Contractor* shall not employ any persons on the *Work* whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the *Work*. Any costs arising from Labour Disputes, as a result of the employ of any such person by the *Contractor*, it's Subcontractor or *Suppliers* shall be the sole expense of the *Contractor*.
- 3.7.7 The *Contractor* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the *Work* at the *Place of the Work*, including cooperation to attempt to avoid *Work* stoppages, trade union jurisdictional disputes and other Labour Disputes.”
- 3.7.8 Where materials or *Workmanship* are specified to comply to a standard such as a Building Code, Canadian Standards Association (CSA), Canadian General Standards Board (CGSB), or American Society for Testing and Materials (ASTM), it shall mean the latest revised edition of the standard.
- 3.7.9 *Products* which are specified by their proprietary names or by part or catalogue number shall form the basis for the specifications and tenders. No substitutes for these may be used without the *Consultant*'s approval in writing. When requesting approval for the use of substitutes, the *Contractor* shall:
- .1 submit documentation proving, to the *Consultant*'s satisfaction, that the substitute is equal to the specified product, and is compatible in every respect with the configuration and design of the *Project*, not requiring any change thereto to accommodate the substitution;
 - .2 provide, with each application, a list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way;
 - .3 include in the submission any effect that the substitute may have on the *Contract Price*, and be prepared to reimburse the *Owner* for all costs that may become evident later as a result of the substitution; and
 - .4 submit requests well in advance of deadlines for ordering specified products. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the *Consultant*.
- 3.7.10 The *Contractor* shall use all *Products* in strict accordance with the manufacturers' directions except where specified otherwise. Whenever specific reference to manufacturers' directions or instructions is made in specifications, submit copies of said instructions or directions or both for approval before commencing to use such *Products*. Whenever more than one *Product* is specified for one use, the *Contractor* may select for this use any of the *Products* so specified.
- 3.7.11 Materials, appliances, equipment and other *Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, Supplier or dealer is sometimes given to assist the *Contractor* to find a source Supplier. This shall not relieve the *Contractor* from his responsibility from finding his own source of supply even if the source named no longer supplies the *Product* specified. If the *Contractor* is unable to obtain the specified *Product*,

he shall supply a substitute *Product* equal to or better than the specified *Product*, as approved by the *Consultant*, with no extra compensation. Should the *Contractor* be unable to obtain a substitute *Product* equal to or superior to the specified *Product* and the *Owner* accepts an inferior *Product*, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*.

- 3.7.12 All workmanship shall be of the highest quality performed by persons trained and skilled in accordance with best practices for each particular element of the *Work* and trade. *Provide* special workmanship and performance standards as specified.”
- 3.7.13 The Foreperson of each trade engaged on the *Work* must be able to speak and understand the English language well enough to comprehend and carry out all instructions issued and to *Work* in complete co-ordination with other trades.”
- 3.7.14 All deficiencies identified by *Owner* and/or *Consultants* shall be corrected promptly, and in any event within fifteen (15) days of being notified of such deficiency.”
- 3.7.15 The *Owner* shall provide the *Contractor* in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding *Products* to be supplied by the *Owner* or other contractors and, prior to delivery of any such *Products* to the *Place of the Work*, the *Owner* shall obtain the *Contractor's* written approval of the delivery date and proposed storage, protection and installation requirements.
- 3.7.16 Once the *Contractor* has accepted delivery of *Products*, the *Contractor* shall be responsible for the safe storage and protection of *Products* as required to avoid dangerous conditions or contamination to the *Products* or other persons or property. *Products* shall be stored in locations and at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the *Contractor* pursuant to paragraph 3.7.15.

Notwithstanding the foregoing, the *Contractor* shall not be responsible for any *Products* supplied by the *Owner* or other contractors unless:

- (i) the *Contract Documents* expressly stipulate that such *Product* is to be the *Contractor's* responsibility and to be installed by the *Contractor* as part of the *Work*;
- (ii) the *Contractor* has or has received from the *Owner* proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such *Product*; and
- (iii) the *Owner* obtained the *Contractor's* approval as required by paragraph 3.7.15

GC3.8 SHOP DRAWINGS

- .1 Revise the title of GC 3.8 to read “SHOP DRAWINGS AND OTHER SUBMITTALS”.
- .2 Add “and *Submittals*” after the words “*Shop Drawings*” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.
- .3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:
- “3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.”
- .4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the *Work*” and replace them with the words “within 10 *Working Days* or such longer period as may be reasonably required” in paragraph 3.8.7.
- .5 Add new paragraph 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12, 3.8.13, 3.8.14, 3.8.15, 3.8.16, 3.8.17, 3.8.18, 3.8.19, and 3.8.20 as follows:

-
- “3.8.8 Prior to the first application for payment, the *Contractor* shall prepare a schedule of the dates for submission, review, and return of *Shop Drawings* and any *Submittals* as required to meet construction schedule. Schedule shall be acceptable to the *Consultant* and in accordance with paragraph 3.8.12, as amended below.
- 3.8.9 The *Consultant* will review and return Shop Drawings and Submittals in accordance with a Shop Drawing/Submittal Schedule prepared by the *Contractor* and agreed upon at the commencement of the *Work*. The *Contractor* shall allow the *Consultant* a minimum 10 *Working* days, or such longer period as may be reasonably required, to review shop drawings from the date of receipt to the date that the *Contractor* is notified that the reviewed documents are ready to be picked up. The *Contractor* shall periodically re-submit the Shop Drawing/Submittal Schedule to correspond to changes in the construction schedule and to reflect any required resubmissions. If re-submission of Shop Drawings or Submittals is required a further ten (10) day period is required for the Consultants review.
- 3.8.10 The *Contractor* shall submit *Shop Drawings* in accordance with the Shop Drawing procedures specified by Consultant.
- 3.8.11 The Consultant’s review of Shop Drawings and Submittals does not relieve the Contractor of the responsibility to review all information pertaining to:
- .1 detail design;
 - .2 dimensions;
 - .3 fabrication processes;
 - .4 techniques of construction and installation; and
 - .5 coordination of the *Work* of *Subcontractor*.”
- 3.8.12 Only Shop Drawings indicated as “Reviewed” or “Reviewed as noted” and bearing the Consultant’s review date and initials, shall be used at the Place of the Work.
- 3.8.13 Reviewed Shop Drawings shall not authorize changes in cost to the Owner nor shall they authorize changes to the construction schedule.
- 3.8.14 The Contractor shall thoroughly review Shop Drawings. Where Shop Drawings are stamped but clearly not reviewed, the Consultant may reject the Shop Drawings and return them to the Contractor at the Contractor’s expense.
- 3.8.15 Any fabrication Work done before receiving final reviewed Shop Drawings shall be at the Contractor’s and his Subcontractor’s and/or Supplier’s risk.
- 3.8.16 Reviewed Shop Drawings shall not authorize a change in the Contract Price and/or the Contract Time.
- 3.8.17 The Contractor shall prepare a Shop Drawings schedule acceptable to the Owner and the Consultant prior to the first application for payment. A draft of the proposed Shop Drawings schedule shall be submitted by the Contractor to the Consultant and the Owner for approval. The draft Shop Drawings schedule shall clearly indicate the phasing of Shop Drawings submissions.
- 3.8.18 Except where the parties have agreed to a different Shop Drawings schedule pursuant to paragraph 3.10.3, the Contractor shall comply with the requirements for Shop Drawings submissions stated in the Specifications, Section 01300, Submittals.
- 3.8.19 The Contractor shall not use the term “by others” on Shop Drawings or other Submittals. The related trade, Subcontractor or Supplier shall be stated.

- 3.8.20 Certain Specifications sections require the Shop Drawings to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the Place of the Work and shall have expertise in the area of practice reflected in the Shop Drawings.”

GC3.9 PERFORMANCE BY CONTRACTOR

- .1 Add new General Condition 3.9.

“3.9 PERFORMANCE BY CONTRACTOR

- 3.9.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

- 3.9.2 The Contractor further represents, covenants and warrants to the Owner that:

- .1 The personnel it assigns to the Project are appropriately experienced;
- .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.
- .3 There are no pending, threatened or anticipated claims, liabilities or actions involving the *Contractor*, the outcome of which may have a material adverse effect on the financial ability of the *Contractor* to complete the *Work*. “

GC3.10 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

- .1 Add a new General Condition 3.10 as follows:

“3.10 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

- 3.10.1 With the prior written approval of the Owner, the *Contractor* may make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the *Work* for the purpose of providing heat or power to the *Project* during the final stages of construction. In such event, and before the issuance of the certificate of Substantial Performance of the *Work*, the *Contractor* shall clean and make good, to the satisfaction of the *Consultant*, such systems and equipment as it had been permitted to use. The *Contractor* shall pay any and all costs associated with such use, cleaning and making good.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCE

- .1 Add the following to 4.1.1:

“Unless notified otherwise, Cash allowances cover the net cost to the Contractor of services, Products, labour, materials, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the Work stipulated under the cash allowances including duties and applicable taxes but not including HST.”

- .2 Add the following to 4.1.2:

“HST applicable to cash allowances is included in the total amount payable, set out in Article A-4.3.”

- .3 Add new sentence to end of paragraph 4.1.4 as follows:

“The maximum mark-up on authorized overrun on cash allowances shall be ten per cent (10%).”

- .4 Delete the current text of paragraph 4.1.7 and replace with the following:

“4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances, and items that are specified to be *Owner* purchased and *Contractor* installed or hooked up, are required to be ordered and delivered to the site to avoid delaying the progress of the *Work*.”

- .6 Add new paragraph 4.1.8 as follows:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Delete GC5.1 in its entirety and replace it with “Intentionally left blank.”

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Amend paragraph 5.2.3 by adding the following to the end of that paragraph:
“No amount claimed shall include *Products* delivered to the *Place of the Work* unless the *Products* are free and clear of all security interest, liens, and other claims of third parties.”

- .2 Amend paragraph 5.2.4 by adding the following to the end of that paragraph:

“Such statement of values shall subdivide the *Contractor’s* allocation for “general conditions” to identify a separate line item labeled “allocation for baseline schedule required by GC3.4.” The allocation to such line item shall be calculated as follows:

- .1 where the *Contract Price* is \$2,000,000 or less, the greater of \$5,000 or 5% of the total amount allocated by the *Contractor* to “general conditions;
- .2 where the *Contract Price* is greater than \$2,000,000, the sum of \$12,000.

In addition, the statement of values shall identify a separate line item labeled “allocation for warranty obligations described in GC12.3”. The allocation to such line item shall be 0.30% of Stipulated Sum Price”

- .3 Delete the word “first” in paragraph 5.2.7 and replace it with the word “second.”

- .4 Amend paragraph 5.2.8 by adding the following new sentence at the end of that paragraph:

“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding the title has passed to the *Owner* pursuant to GC13.1 OWNERSHIP OF MATERIALS.”

- .5 Add new paragraphs 5.2.9, 5.2.10, 5.2.11, 5.2.12 and 5.2.13 as follows:

“5.2.9 The *Contractor* shall submit, with each application for progress payment after the first, a Statutory Declaration, on an original form of CCDC Document 9A-2001, stating that all accounts for labour, subcontracts, *Products*, Construction Equipment and other

indebtedness which may have been incurred by the *Contractor* and for which the *Owner* might in any way be held responsible have been paid in full up to the previous invoice, except for amounts properly retained as a holdback or as an identified amount in dispute.

- 5.2.10 The *Contractor* shall submit *Workplace Safety & Insurance Board Clearance Certificate*, and a *Statutory Declaration (CCDC 9A-2001)* with each application for progress payment.
- 5.2.11 The *Contractor* shall prepare and maintain current as-built *Drawings* which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built *Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built *Drawings* not presented for review.”
- 5.2.12 Prior to each application for payment, the *Contractor*, *Consultant* and subconsultants shall jointly check the progress of the *Work* at the site.”
- 5.2.13 Seven (7) calendar days prior to issuance of each proper invoice, the contractor shall issue an updated schedule of values for review by the consultant.”

GC5.3 PROGRESS PAYMENTS

- .1 Add new paragraphs 5.3.3, and 5.3.4, as follows:

- “5.3.3 In the event a construction lien is registered against the *Place of the Work* in circumstances where the *Owner* is not in breach of its payment obligations under this *Contract*, then the *Contractor* shall, within seven (7) days of receiving notice of the construction lien, have the lien removed by way of discharge, settlement, or by posting security to vacate the registration of the lien. In the event that the *Contractor* fails to see to the removal of the construction lien, then without prejudice to any other right or remedy it may have, the *Owner* may see to the removal of the construction lien by payment into court or otherwise, and the costs of so doing shall be to the *Contractor*'s account.
- 5.3.4 All progress payments are not conclusive as to the value or quality of services provided and are subject to further evaluation and readjustment on future and final progress payments. The submission of monthly draw amounts by the *Contractor* and *Subcontractors* must reflect accurate valuations for *Work* completed and installed. The *Contractor* shall review and evaluate all *Subcontractors Work* and be responsible for verifying the monthly draw amounts claimed.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

- “5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within five (5) Working Days, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- 5.4.2 The Consultant will review the Work to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's 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.
- 5.4.3 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.
- 5.4.4 Subject to the requirements of any Payment Legislation, all holdback amounts prescribed by the applicable lien legislation for the Place of 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, as certified or verified by the Consultant when permitted by any Payment Legislation.
- 5.4.5 The Contractor shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the Place of the Work. Except to the extent required by any Payment Legislation, such application for release of the holdback shall not constitute an application for payment that is subject to Proper Invoice requirements.
- 5.4.6 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 the holdback for such portion of the Work to the Contractor in accordance with such legislation.
- 5.4.7 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 or until the Owner takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.
- 5.4.8 Immediately following the issuance of a certificate of Substantial Performance of the Work, the Contractor shall publish the Certificate in the manner provided in the Act failing which publication, the Owner shall be at liberty to publish and back charge the Contractor for its reasonable costs for doing so.”
- 5.4.9 The *Contractor* acknowledges that the *Submittals* described in this paragraph 5.4.4 are critical to the Owner’s use, occupancy and maintenance of the *Project* and agrees to make such *Submittals* to the Owner, before or after applying for the payment described in paragraph 5.4.1, as follows:
- .1 submit to the *Consultant*, with its application for payment, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, *Shop Drawings*, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other materials or documentation required by the *Contractor*, except for record drawings;
- .2 with respect to as built drawings, the *Contractor* shall submit full and complete as-built drawings to the *Consultant* within forty-five (45) days of the issuance of the certificate of Substantial Performance of the *Work* and the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor* the sum of \$15,000.00 as security for the obligation of the *Contractor* to deliver such as built drawings.”

GC5.5 FINAL PAYMENT

-
- .1 Add to the end of paragraph 5.5.1 the following sentence:
"The application for final payment shall meet the requirements of a Proper Invoice."
- .2 Add the following to the end of paragraph 5.5.3:
"Subject to any Payment Legislation, when the Consultant finds the Contractor's application for final payment to be not valid, the Contractor shall revise and resubmit the application when the Contractor has addressed the reasons given by the Consultant."
- .3 Amend paragraph 5.5.4, by delete the words "5" with "15". In the same paragraph added the following words to the end of the paragraph, "...and as per the Construction Act".

PART 6 CHANGES IN THE WORK

GC6.1 OWNER'S RIGHT TO MAKE CHANGES

- .1 Amend paragraph 6.1.2 by adding the following to the end of that paragraph:
"This requirement is of the essence and it is the express intention of the parties that any claims by the *Contractor* for a change in the *Contract Price* and/or *Contract Time* shall be barred unless there has been strict compliance with PART VI CHANGES IN THE *WORK*. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work* and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this Contract or a claim for any extension of the *Contract Time*."
- .2 Add new paragraphs 6.1.3, 6.1.4, 6.1.5 and 6.1.6 as follows:
- 6.1.3 The Contractor agrees that coordination costs facilitated through Cash Allowance Directives including but not limited to site surface conditions, work by Contractor own forces, site coordination, coordination of sub-contractors and suppliers are included in the *Contract Price*."
- 6.1.4 *Change Orders* and *Change Directives* shall be numbered sequentially as issued and independent of the numbering sequence for Notices of Contemplated Change. A group of Notices of Contemplated Change may be appropriately combined for the issuance of *Change Orders* or *Change Directives*.
- 6.1.5 No extension to *Contract Time* shall be granted for changes in the *Work* unless the *Contractor* provides prior written notice regarding the anticipated delay and can clearly demonstrate that such changes will materially alter the overall construction schedule submitted at the commencement of the *Work*.
- 6.1.6 The *Contractor* shall keep informed all Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this *Contract*, of all material changes to the *Contract*. If a change to the *Contract* requires an adjustment of the bonds or insurance, the *Contractor* shall, subject to approval by the *Consultant* and the *Owner* and in a timely manner, initiate and pay for such adjustments on behalf of the *Owner* and a *Change Order* will be issued by the *Consultant*, to reimburse the *Contractor*."

GC6.2 CHANGE ORDER

- .1 Add new paragraph 6.2.3 as follows:
"6.2.3 The value of a change shall be determined in one or more of the following methods as

directed by the Owner:

- .1 by unit prices established in the Contract or subsequently agreed upon. Unit Prices shall include overhead, profit, and other reasonable charges of the *Contractor* and shall be the total cost to the Owner. Adjustment to the *Contract Price* shall be based on a net quantity difference from the original quantity.
- .2 by the amount, net of all credits, of time, materials and *Products* expended:
 - (1) by a Subcontractor applying the labour charge out rates set out in the wage schedule in the *Contract Documents* together with the actual costs, of materials and *Products* without mark-up utilized in the change, plus the Subcontractor's mark-up disclosed in the table below which applies to material and *Product* costs only;
 - (2) the *Contractor* shall be entitled to the *Contractor* mark-up in the table below on the value of Subcontractor *Work*

Change in the <i>Contract Price</i>	Subcontractor Mark-Up (%) (includes overhead and profit)	Contractor Mark-Up (%) On Subcontractor <i>Work</i> (includes overhead and profit)
\$0 to no more than \$10,000	10	10
\$10,001 to no more than \$20,000	10	5
\$20,001 or more	5	5

Interpretive Note: The mark-ups disclosed in the above table are flat not graduated.

- .3 where the *Contractor* self performs a change, it shall be entitled to the mark-ups described in the "Subcontractor Mark-Up (%)".
 - .4 the mark-ups described in paragraph 6.2.3.2 include all necessary overhead and profit, head office, wages, of site superintendent and project manager, coordination, administrative personnel, site office, telecommunications, insurance, time required to estimate change, extension of schedule, supervision, travel, accommodations, subsistence, general account items, general clean-up, small tools, as-built drawings and job safety necessary to perform the change."
 - .5 Labour rates will be negotiated and agreed between the owner and the contractor prior to the submission of the first charge in the work. Labour rates will be evaluated for fair value and will not include profit. Profit is to be applied as per table above. Labour rates include salary, benefits and overhead.
- .2 The signing of a *Change Order* by all parties shall be deemed to be formal acceptance by the *Owner* of the *Contractor's* quotation.

GC 6.3 CHANGE DIRECTIVE

- .1 Further amend paragraph 6.3.6.3 by adding the following to the end of that paragraph:

“Such allowance for overhead and profit shall be as described in paragraphs 6.2.3.3 and 6.2.3.4.”

- .2 Delete the contents of item 6.3.7 entirely and add new 6.3.7 as follows:
“6.3.7 The cost of performing the *Work* attributable to the *Change Directive* shall be valued as specified for valuation of *Change Orders*. Refer to GC6.2, CHANGE ORDERS
- .3 Revise item 6.3.11 to read as follows:
“6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as a result of the *Change Directive* may be issued as a *Change Order*, which may then be included in the progress payments.”

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Delete paragraph 6.4.1.1 and 6.4.1.2 and replace it with the following:
“6.4.1.1 The *Contractor* confirms that, prior to tendering the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.11.1, given the amount of time provided between the issue of tender documents and the actual closing of tenders.
6.4.1.2 If the *Contractor* has not conducted such careful investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the *Work* which could make the *Work* more expensive or more difficult to perform than was contemplated at the time the *Contract* was executed. No claim by the *Contractor* will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the *Contract*.”
- .2 Amend paragraph 6.4.2 by adding a new first sentence which reads as follows:
“6.4.2 Having regard to paragraph 6.4.1, if the *Contractor* believes that the conditions of the *Place of the Work* differ materially from those reasonably anticipated, differ materially from those indicated in the *Contract Documents* or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall notify the *Owner* and *Consultant* in writing no later than five (5) *Working Days* after the first observation of such conditions.”
- .3 Amend the existing second sentence of paragraph 6.4.2, in the second line, following the word “materially” by adding the words “or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1.”
- .4 Delete paragraph 6.4.3 and substitute the following:
“6.4.3 If the *Consultant* makes a finding pursuant to paragraph 6.4.2 that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* shall report in writing the reasons for this finding to the *Owner* and the *Contractor*.”
- .5 Add new paragraph 6.4.5:
6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully reviewed the *Place of the Work* and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such review undertaken in accordance with this paragraph 6.4.5.

GC 6.5 DELAYS

-
- .1 Amend paragraph 6.5.1 as follows:
- .1 In the third line after the words “in consultation with the *Contractor*”, add “and as accepted in writing by the *Owner*.”
 - .2 Delete the period at the end of paragraph 6.5.1, and add the following words at the end of the sentence: “, but excluding any consequential, indirect or special damages.”
- .2 Amend paragraph 6.5.2 as follows:
- .1 by deleting all of the words in the fifth line following the word “for” and substituting the following:
“.....reasonable direct costs directly flowing from the delay but excluding any consequential, indirect or special damages.”
 - .2 In the fourth line after the words “in consultation with the *Contractor*”, add “and as accepted in writing by the *Owner*.”
- .3 Amend paragraph 6.5.3 as follows:
- In the ninth line after the words “the *Contractor*”, delete the period and add “and as accepted in writing by the *Owner*.”
- .4 Amend paragraph 6.5.4 as follows:
- In the first line after the words “to the *Consultant*”, add “and accepted in writing by *Owner*”.
- .5 Add new paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:
- “6.5.6 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 *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant*’s services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.
 - 6.5.7 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any suspension of construction as a result of the delay described in paragraph 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the *Contractor* shall be reimbursed by the *Owner* for the reasonable costs incurred by the *Contractor* for such protection, but excluding the costs of the *Contractor*’s head office personnel, for such care, maintenance and protection. The *Contractor*’s entitlement to costs pursuant to this paragraph 6.5.6, if any, shall be in addition to amounts, if any, to which the *Contractor* is entitled pursuant to paragraph 6.5.1, 6.5.2 or 6.5.3.
 - 6.5.8 Without limiting the obligations of the *Contractor* described in GC3.2 or GC9.4, the *Owner* may, by notice in writing, direct the *Contractor* to stop the *Work* where the *Owner* determines that there is an imminent risk to the safety of persons or property at the Place of *Work*. In the event that the *Contractor* receives such notice, it shall immediately stop the *Work* and secure the site. The *Contractor* shall not be entitled to an extension of the *Contract Time* or to an increase in the *Contract Price* unless the resulting delay, if any, would entitle the *Contractor* to an extension of the *Contract Time* or the reimbursement of

the *Contractor's* costs as provided in paragraph 6.5.1, 6.5.2 or 6.5.3.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the consultant”, at the end of paragraph 6.6.5.

PART 7 DEFAULT NOTICE

GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- .1 Amend paragraph 7.1.2 by adding the words “.....or fails or neglects to maintain the latest schedule provided pursuant to GC3.5...”. Immediately following the word “properly” in line one.

- .2 Add the following to paragraph 7.1.1:

“A duplicate of this notice shall be simultaneously sent to the *Consultant*.”

- .3 Add the word “and” at the end of sentence 7.1.5.1, and 7.1.5.2.

- .4 Add the following to paragraph 7.1.6:

“If the *Owner* proceeds to correct a default, as provided in paragraph 7.1.4.1, when the *Contractor* has failed to correct the default within the time period specified or otherwise agreed to in writing, the *Owner* may arrange for correction of such *Work* by other forces without further notice. The cost of such *Work* shall be deducted from the *Contract Price* regardless of whether the *Work* has previously been certified for payment.”

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

- .1 Add the following to paragraph 7.2.1:

“A duplicate of this notice shall be sent simultaneously to the *Consultant*.”

- .2 Amend paragraph 7.2.2, in line 1, by deleting “20 *Working Days*” and replacing it with “40 Working days”.

- .3 Delete paragraph 7.2.3.1 and replace it with “Intentionally left blank”.

- .4 Delete paragraph 7.2.3.3 and replace it with the following:

“7.2.3.3 The *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or a Court, except where the *Owner* has a *bona fide* claim for setoff, or...”

- .5 Amend paragraph 7.2.3.4 by deleting the comma toward the end of the first line. Further amend paragraph 7.2.3.4 by deleting the phrase beginning with the word “except” and ending with the word “Owner

- .6 Amend 7.2.4 as follows:
In the second line, delete “5 *Working Days*” and replace with “10 *Working Days*”.

- .7 Add the following to paragraph 7.2.5 as follows:

“7.2.5 If the default cannot be corrected within the ten *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it:

- .1 commences correction of the default within the specified time;
.2 provides the *Contractor* with an acceptable schedule for such correction; and

- .3 completes the correction in accordance with such schedule.”
- .8 Amend paragraph 7.2.5 as follows:
- Delete the words “and such other damages as the *Contractor* may have sustained as the result of the termination of the *Contract*.”
- .9 Delete renumbered paragraph 7.2.6 in its entirety and replace it with the following:
- “7.2.6 If the *Contractor* terminates the Contract under the conditions described in this GC7.2, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on *Products* and construction machinery and equipment. The *Contractor* shall not be entitled to any recovery for any special, indirect or consequential losses.”
- .10 Add paragraph 7.2.7 and 7.2.8 as follows:
- “7.2.7 If the *Contractor* stops the *Work* or terminates the *Contract* in accordance with the paragraphs above, he shall leave the site and the *Work* in a secure condition as required by jurisdictional authorities and the *Contract Documents*.
- 7.2.8 The provisions of this GC 7.2 shall not apply to the withholding of certificates and/or payments because of the *Contractor’s* failure to pay all just claims promptly, or because of the registration of a lien against the *Place of the Work*, nor shall they apply to the *Owner’s* withholding and set-off under paragraphs 5.8.2 and 5.8.3 and the deduction of monies to cover costs incurred in correcting deficiencies as provided in GC 7.1 above.”

PART 8 DISPUTE RESOLUTION

GC 8.2 ADJUDICATION

- .1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Add the following new paragraphs 8.3.9 to 8.3.13:
- “8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the Owner and the Contractor shall give the Consultant a written notice containing:
- .1 a copy of the notice of arbitration;
 - .2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this Contract, and;
 - .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.”
- 8.3.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the Consultant:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
 - .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
 - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
 - .4 agrees to be bound by the arbitral award made in the arbitration.
- 8.3.11 Without limiting and subject to the Owner and Contractor’s rights under paragraph 8.3.12

to challenge whether the Consultant has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:

- .1 the Owner or Contractor may request particulars and evidence of the Consultant's vested or contingent financial interest in the outcome of the arbitration;
- .2 the Consultant shall participate in the appointment of the arbitrator; and,
- .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.3.10 to become a full party may:

- .1 on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.3.10, and;
- .2 make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the Consultant to any sub-consultant."

PART 9 PROTECTION OF PERSONS AND PROPERTY

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 in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1; "

- .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, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an Inspection of the Place of the Work exercising the degree of care and skill described in paragraph 3.14.1."

- .3 Add a new paragraph 9.1.5 as follows:

"9.1.5 Without in any way limiting the *Contractor's* obligations under this GC9.1, should the *Contractor* or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the *Owner* or third parties, the *Contractor* shall be liable for the replacement cost of the trees or other plantings damaged, including the cost of any arborist or other *Consultant*, and such costs may be deducted by the *Owner* from amounts otherwise owing to the *Contractor*."

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add a new paragraph 9.2.5.5 as follows:

".5 In addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials."

- .2 Add the following to paragraph 9.2.6 after the word "responsible" in line two:

"...or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory

requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,

.3 Add the words “and the Consultant” after the word “Contractor” in subparagraph 9.2.7.4.

.4 Amend paragraph 9.2.8 by adding the following after the word “responsible” in line two:

“...or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,.”

.5 Add a new paragraph 9.2.10 as follows:

“9.2.10 Without limiting its other obligations under this GC9.2, the *Contractor* acknowledges that its obligations under the Contract include compliance with the Environmental Programs, including, but not limited to, the Asbestos Abatement Program. The *Contractor* acknowledges that the *Owner* may suffer loss and damage should the *Contractor* fail to comply with the Environmental Programs and agrees to indemnify and hold harmless the *Owner* with respect to any loss or damage to which the *Owner* is exposed by the *Contractor's* failure to comply. The *Contractor* expressly agrees that such loss and damage shall be included within the scope of the *Contractor's* indemnity described in paragraph 12.1.1 of the General Conditions. The *Contractor* acknowledges that should it fail to comply with the Environmental Program, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of paragraph 7.1.2.”

GC9.4 CONSTRUCTION SAFETY

.1 Delete paragraph 9.4.1 in its entirety and replace it with the following:

“9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.”

.2 Add new paragraphs 9.4.6, 9.4.7, 9.4.8, 9.4.9, and 9.4.10 as follows:

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

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

9.4.7 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultants*, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under OHSA, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.

9.4.8 The *Owner* undertakes to include in its contracts with other contractors and/or in its

instructions to its own forces the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the *Contractor* with respect to occupational health and safety and related matters. The text of such instruction is attached to these Supplementary Conditions as Appendix 1.

- 9.4.9 The Contractor shall file a "Notice of Project" with the Ontario Ministry of Labour as Constructor of this project as required under Part III of The Occupational Health and Safety Act, and provide the Owner with a copy of such notice.
- 9.4.10 The Contractor agrees that its designation as constructor for the Project extends to circumstances where the Owner performs work with its own forces or with other Contractors. The Owner agrees that if it does perform work with its own forces or with other Contractors that the Owner will contractually require its own forces and such other Contractors to follow the directions, instructions, rules and regulations of the Contractor in respect of all matters relating to health and safety. "

GC9.5 MOULD

- .1 Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.
- .2 Delete paragraph 9.5.3.3 in its entirety and replace it with the following:

"9.5.3.3 Extend the *Contract Time* for such reasonable time as the *Consultant* may recommend on consultation with the Contractor and the *Owner*. If, in the opinion of the Consultant, the *Contractor* has been delayed in performing the *Work* and/or has incurred additional costs under paragraph 9.5.1.2, the *Owner* shall reimburse the *Contractor* for the reasonable costs incurred as a result of the delay and as a result of taking those steps, and..."

GC 9.6 OCCUPANCY PRIOR TO SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Add new General Condition 9.6 - OCCUPANCY PRIOR TO SUBSTANTIAL PERFORMANCE OF THE WORK
- .2 Add new paragraphs 9.6.1 through 9.6.4, as follows:

"9.6.1 The *Owner*, its agents, and other *Contractors* shall have the right to enter upon, and the *Owner* shall have the right to take possession of, the *Work* in whole or in part for the purpose of placing fittings and equipment or for other use before the substantial completion of the *Contract*, if, in the opinion of the *Consultant*, such entry and taking possession does not prevent or unreasonably interfere with the *Contractor's Work* to complete the *Work* within the time specified. Such entry and taking possession shall not be considered as acceptance of the *Work* nor in any way shall it relieve the *Contractor* of his responsibility to complete the *Contract*.

9.6.2 The *Contractor* shall, as directed by the *Consultant* to give priority to certain parts of the *Work* and bring such parts to a "ready for use" status. Such instructions may require installation of temporary stairs and exits and temporary services, all of which shall be provided and subsequently removed.

9.6.3 The *Contractor* shall maintain full access to the building for the *Owner's* use, as required. The *Contractor* shall maintain or restore heat and power to the above areas when necessary or as scheduled and keep existing utilities and services functional.

9.6.4 The *Contractor* shall keep informed all Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this *Contract*, of the extent of the occupancy. If the occupancy by the *Owner* requires adjustments of the bonds, or insurances, the *Contractor* shall, subject to the *Owner's*

approval, initiate and pay for such adjustments on behalf of the *Owner* and a *Change Order* will be issued.”

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

- .1 Amend paragraph 10.1.2 by adding the following sentence at the end of the existing paragraph:

“For greater certainty, the *Contractor* shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the *Owner* shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes.”

- .2 Add new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 as follows:

“10.1.3 Where an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes is applicable to the Contract, the *Contractor* shall, at the request of the *Owner* or the *Owner's* representative, assist, join in, or make application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph 10.1.3.

10.1.4 The *Contractor* shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and Value Added Taxes paid.

10.1.5 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the *Owner*. The *Contractor* agrees to cooperate with the *Owner* and to obtain from all *Subcontractors* and *Suppliers* cooperation with the *Owner* in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the *Owner* copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the *Owner*, or shall be a credit to the *Owner* against the *Contract Price*, in the *Owner's* discretion.

10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the *Contractor* shall not be treated as a tax or customs duty for purposes of this GC 10.1”.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words: “Subject to paragraph 3.9.1, the”.

- .2 Further amend paragraph 10.2.5 by adding the following to the end of the second sentence:

“...and no further *Work* on the affected components of the Contract shall proceed until these changes to the *Contract Documents* have been obtained by the *Contractor* from the *Consultant*.”

- .3 Further amend paragraph 10.2.5 by adding the following sentence to the end of the paragraph, as amended:

“The *Contractor* shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The *Contractor* shall be present at each site inspection by an

inspector or registered code agency as applicable under the Ontario Building Code.”

- .4 Amend paragraph 10.2.6 by adding the following sentence at the end of that paragraph:

“In the event the *Owner* suffers loss or damage as a result of the *Contractor’s* failure to comply with paragraph 10.2.5, and notwithstanding any limitations described in paragraph 12.1.1, the *Contractor* agrees to indemnify and to hold harmless the *Owner* and the *Consultant* from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the *Contractor*.”

- .5 Add new paragraph 10.2.8 and 10.2.9 as follows:

“10.2.8 The “Building Permit Copy” of the drawings and specifications as approved by the Chief Building Official and issued as part of the Building Permit shall be reviewed by the *Consultant* for any requirements which could affect the *Contract Documents*. It shall then be kept on the job and maintained in good condition from commencement to completion of the *Work*. On completion of the *Work*, this Building Permit copy shall be delivered in good condition to the *Consultant*.”

10.2.9 The *Contractor* shall pay any Municipal security deposits required by the Authorities as a condition of the issuance of the Building Permit. The *Contractor* shall be responsible for removing mud and other debris that accumulates on the public street during construction. If the *Contractor* does not comply with notification from the Municipality to clean the affected street within twenty-four (24) hours, then the Municipal Public Works Department shall have the right to clean the affected street at the sole expense of the *Contractor*”.

GC 10.4 WORKERS' COMPENSATION

- .1 Amend paragraph 10.4.1 so that, as amended, it reads as follows:

“Prior to commencing the *Work*, and with each application for payment thereafter, the *Contractor* shall provide a Clearance Certificate from WSIB.”

- .2 Add new paragraph as follows:

“10.4.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.”

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- .1 After the second occurrence of the term “*Ready-for-Takeover*” insert before the term “*Ready- for-Takeover*” in paragraph 12.1.3 the words “*determination of*”.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- .1 Delete the word “achieve” in paragraph 12.2.4 and replace it with the words “have achieved”.

GC 12.3 WARRANTY

- .1 Revise paragraph 12.3.1 by replacing the words “one year” with “two years”.

- .2 Amend paragraph 12.3.1 by adding the following sentence at the end of that paragraph:

“Where the *Contractor* has been permitted to make use of permanent equipment or systems, as provided in GC3.11, prior to the issuance of the certificate of Substantial Performance of the *Work*, such permanent equipment or system shall be subject to the same warranty as described in this

GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the *Contractor*, except for normal commissioning and startup activities, prior to the date of Ready for Takeover of the *Work*.”

.3 Delete the present text of 12.3.2 and substitute the following:

“The Contractor expressly warrants and guarantees to the Owner that the Work performed by the Contractor and by all Workers, Suppliers and Subcontractors conforms to the requirements of the Contract Documents and is performed in a safe and careful manner.”

.4 Revise paragraph 12.3.3 by replacing the words “one year” with “two years”.

.5 To paragraph 12.3.4 add new sentence:

“Except for extended warranties provided under this contract, the warranty period shall recommence for corrected *Work*”.

.6 Delete the present text of paragraph 12.3.5 and substitute the following:

“12.3.5 The *Contractor* shall correct and pay for all damages to the *Work* and/or property, goods or equipment of the *Owner* and/or his tenants and neighbouring properties, resulting from the defects, deficiencies or corrections of the same.”

.7 Add a new paragraphs 12.3.7 and 13.7.8 as follows:

“12.3.7 The *Contractor* shall commence to correct any deficiency within five (5) *Working Days* after consultant or Owner, issuance a notice from the *Consultant* or Owner and complete the *Work* as expeditiously as possible, except that in the case of urgent repairs, where the deficiency would prevent maintaining security or operating, as designed, of basic systems essential to the ongoing business of the *Owner*, all necessary corrections and/or installations or temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within two (2) hours of a notification, the *Owner* is authorized, irrespective of the conditions of GC 7.1, to carry out all necessary repairs or replacements at the *Contractor*’s expense.

12.3.8 The *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any Subcontractor, Supplier or other person in connection with the *Work* and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party’s contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the *Owner* under the *Contract Documents*. Until the expiry of the relevant warranty periods enforceable against the *Contractor*, the *Owner* shall have in its custody all warranties, guarantees and other obligations to third parties respecting the *Work*.”

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

.1 Add new paragraph 13.1.0 as follows:

“13.1.0 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the Contractor’s performance of the Contract, provided such claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- .2 caused by negligent acts or omissions of the Contractor or anyone for whose negligent acts or omissions the Contractor is liable, and

- .3 made by Notice in Writing within a period of 6 years from the Ready-for Takeover date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the Place of Work.

- .2 Add the words "13.1.0," after the word "paragraphs" in paragraph 13.1.3.

END OF SUPPLEMENTARY CONDITION

1. SUMMARY OF WORK

- .1 Single Contract: CCDC2 2020.
- .2 Work of this Contract comprises of the construction of Enclosure at the Marathon Sewage Treatment Plant. The location of the Work is **38 Howe Street**, Marathon Ontario herein known as the "Sites". Examine the work of other sections before commencing work of any section. Commencement of new work shall imply acceptance of work by other sections upon which the new work depends. Verify dimensions of work prepared by other sections before fabrication of new work.
- .3 Contractor Use of Premises
 - .1 Contractor has unrestricted use of site except as defined by extent of contract.
 - .2 Supply and install temporary signage required to demarcate temporary exit paths as later directed by the consultant and to the satisfaction of the local building and fire departments.
 - .3 Cooperate with Owner in scheduling operations to minimize disruptions and to facilitate Owner usage including parking.
- .4 Timing of Work
 - .1 Time is of the essence in this contract.
 - .2 Start construction immediately following the acceptance of the tender by the Owner.
 - .3 Perform work continuously toward completion. Periods of inactivity on site will not be permitted without prior consent of the Owner.
- .5 Reference Codes, Standards and Regulations
 - .1 Where relevant documents applicable to this work exist, follow these criterion, recommendations, and requirements as minimum standards.
 - .2 In the event of conflict between Codes, Regulations, or Standards, or where work shown is in conflict with these documents, obtain interpretation before proceeding. Failure to clarify any ambiguity will result in an interpretation requiring application of most demanding requirements.
- .6 Examination
 - .1 Examine the site of the project. Investigate the complete extent of work which is indicated in the contract documents. No allowance will be made for any error or negligence to fully understand the work and conditions. The contractor is to verify that all grades on the site are in conformance with the construction documents prior commencement of the work. The contractor is to notify the Consultant immediately should discrepancies be encountered. A signed declaration form will be signed and witnessed by the Contractor and the Owner stating that the site grades are in conformance with the construction documents. This form must be signed before any site activity disturbance of the existing grades.
 - .2 Examine work of other sections before commencing work of any section. Commencement of new work shall imply acceptance of work by other sections upon which the new work depends.
 - .3 Verify dimensions of work prepared by other sections before fabrication of new work.
- .7 Pay costs of transportation of products required in performance of Work.

2. AUTHORITIES & PERMITS

- .1 All work shall comply with the Ontario Building Code and all Municipal Codes and By Laws having jurisdiction.
- .2 CCDC2 2020 GC10.2.2 shall apply to this contract

3. SUBMITTALS

- .1 Prior to commencing work on site, and with each application for progress payment submit Clearance Certificate from Workplace Safety & Insurance Board.

-
- .2 Prior to commencing work on site obtain and submit to the Consultant:
 - .1 Certificate of General Liability Insurance.
 - .2 Re-submit insurance certificates prior to expiration dates of certificates submitted.
 - .3 Contract Cost Breakdown
 - .1 Submit a breakdown of the Contract Price into items related to components of the Work. Items must be small enough to permit analysis of percentage of completion.
 - .2 Submit breakdown a minimum of two weeks prior to first application for payment, for approval of the Consultant.
 - .4 Construction Schedule
 - .1 Submit construction schedule for project within 10 days after start of work. The construction schedule shall be submitted in the form of a gant bar chart.
 - .5 Shop Drawings and Samples
 - .1 Submit an electronic PDF copy of shop drawings for each requirement requested in specification Sections and as the Consultant may reasonably request.
 - .2 Submit for review samples in duplicate as requested in respective specification Sections. Label samples as to origin and intended use in the Work. Electronic submissions will not be accepted. Where colour, pattern or texture is criterion, submit full range of samples.
 - .3 Dimensions on shop drawings must be in the same units used on the contract documents or shop drawings will be returned "not reviewed".
 - .4 Shop drawings not reviewed and so stamped by the Contractor will be returned "not reviewed".
 - .5 Contractor's responsibility for errors and omissions in submission is not relieved by consultant's review of submittals.
 - .6 Adjustments made on shop drawings/samples by the Consultant are not intended to change the Contract Price. If adjustments affect the value of Work, state such in writing to the Consultant prior to proceeding with the Work.
 - .7 Make changes in shop drawings/samples as the Consultant may require, consistent with Contract Documents. When resubmitting, notify the Consultant in writing of any revisions other than those requested.
 - .6 Submit Contract Close-out documents prior to Total Completion as noted herein.

4. CONTRACT MODIFICATION PROCEDURES

- .1 Supplemental Instruction: as issued by the Consultant, consistent with the intent of the Contract Documents, and will not involve an adjustment in Contract Price or Contract Time.
- .2 Change Notice: as issued by the Consultant, will notify the Contractor of an impending or proposed change to the Work, and will require submission of a quotation from the Contractor and all affected Subcontractors for each item noted. Submit quotation within the time period stipulated on the form and indicate separate line items for labour and materials in each case. Work outlined in a Change Notice must not proceed without the issuance of a Cash Allowance Directive or Change Order signed by the Owner.
- .3 Change Directive: will be issued by the Consultant where an immediate response is required to an on-site condition. This form will authorize the Contractor to proceed with the change, with the stipulation that accurate accounts of costs be recorded, and may contain an upset cost, as agreed upon by the Owner and the Contractor.
- .4 Change Order: will be issued by the Consultant upon review and approval of quotations for a Proposed Change, or a Change Directive, and authorizes the Contractor to proceed with the change(s) proposed. A Change Order will amend the Contract Price, and/or the Contract Time.
- .5 Cash Allowance Directive (CAD): will be issued as necessary and defined by Section 01 21 13 upon review and approval of quotations for a Proposed Change, or a Change Directive, and authorizes the contractor to proceed with the change(s) proposed.
- .6 The consultant will assess the cost of each change before issuing a Change Order. Quotations from contractors and subcontractors to be issued showing a complete breakdown of costs as listing:
 1. Quantity of each material,
 2. Unit cost of each material

3. Man hours involved,
4. Cost per hour,
5. Subcontractor quotations, and
6. Mark-up
- .7 The Owner and the Consultant will not be responsible for delays to the Work resulting from late, incomplete or inadequately broken valuations submitted by the Contractor.

5. PAYMENT PROCEDURES

- .1 Refer to CCDC2 and Section 0054 00 Supplementary General Conditions for proper invoice requirements of the contract.
- .2 Submit Schedule of Values in spreadsheet form acceptable to the Consultant. The total Contact amount for each trade or portion of the Work shall be listed beside each item.
- .3 Identify on each Schedule of Values, the following information: Date of Issue, Project Name, Owners Name, Contractors name, Payment Period and Payment Certificate Number.
- .4 Items of work listed shall include, but not be limited to, separate line items for the following: General Accounts, Mobilization, Supervision, Bonds and Insurance, Permits and Licenses, Operations and Maintenance Manuals/As-Built Drawings, All trades or portions of the Work, Provision of other Products or Services, Cash Allowance expenditures, Changes in the Work.
- .5 For the purposes of monthly payments, the following values shall be assigned for Maintenance Manuals and As-Built Drawings.
 - .1 Maintenance Manuals: \$500.00
 - .2 As-Built Drawings: \$500.00
- .6 Final totals shall identify: Total amount, Holdback deducted, Holdback released, Amount invoiced to date, Net amount, HST, Amount due this certificate.
- .7 Final Payment: work, has been completed and is ready for final inspection by the Consultant.
 - .1 An inspection by the contractor, consultant and Owner will be completed. If the work is deemed incomplete than the outstanding work shall be completed, and reinspection of the work shall be performed. If the work is complete than the consultant will issue a Final Certificate of Payment.
- .8 Proper Invoice: Refer to CCDC 2, GC 5.3 and Section 00 54 00 Amendment to CCDC 2-2020.
- .9 Substantial Performance of the Work:
 - .1 Refer to CCDC 2, GC 5.4 and Section 00 54 00 Amendment to CCDC 2-2020.
 - .2 Refer to OAA/OGCA Document 100 – STAGE 2. The contractor shall provide a list of deficient work and work to complete then make corrections as needed to conform to the Contract Documents. Once complete request a Consultants Inspection.
 - .3 Refer to OAA/OGCA Documents 100 – STAGE 3. Once it has been agreed upon that the requirements of the contract have been substantially performed as defined by local lien legislation the contractor shall make application for Substantial Performance of the Work. Should the Consultant concur, they shall notify the Contractor of this approval and issue a Certificate of Substantial Performance. Refer to OAA/OGCA Document 100 – STAGE 4. The contractor shall publish a copy of the Certificate of Substantial Performance in a construction trade newspaper and shall provide the Consultant with proof of the date of publication.
- .10 Lien Period and Release of Basic Holdback: Refer to CCDC 2, GC 5.5 and Section 00 54 00 Amendments to CCDC 2-2020.
 - .1 Refer to OAA/OGCA Document 100 – STAGE 5
 - .2 The day following the date of publication of the Certificate of Substantial Performance shall be the date of commencement of the Warranty Period and the 60 day Lien Period prior to release of basic holdback unless otherwise by lien statute of the Place of the Work.
 - .3 When the contractor has carried out the required steps in Stages 3 and 4 of OAA/OGCA Document 100, the contractor shall make application for Release of Basic Holdback. The Consultant shall prepare the Certificate for Payment for release of basic holdback and promptly upon receipt of the necessary documentation, issue the Certificate for Payment to the Owner.
- .11 Final Payment: Refer to CCDC 2, GC 5.7 and Section 00 54 00 Amendments to CCDC 2-2020.

- .1 Refer to OAA/OGCA Document 100 – STAGE 6. The contractor shall submit a signed statement that all deficient and incomplete work, including all required commissioning work, has been completed and is ready for final inspection by the Consultant.
- .2 An inspection by the contractor, consultant and Owner will be completed. If the work is deemed incomplete than the outstanding work shall be completed and reinspection of the work shall be performed. If work is complete than the consultant will issue a Final Certificate of Payment.

6. ADMINISTRATIVE REQUIREMENTS

- .1 The contractor is responsible for the overall coordination of the Work. Coordination the work of all subcontractors and provide such assistance as is necessary to complete the work per the contract.
- .2 The contractor shall facilitate production of interference drawings for coordination of the Work. Provide drawings for the Consultant to review.
- .3 The contractor shall be the 'Constructor' as defined by the Occupational Health and Safety Act and shall be solely responsible for all construction safety on site.
- .4 Project Meetings
 - .1 A start-up preconstruction meeting will be conducted prior to commencement of the work where consultant, owner and contractor are to attend. The consultant will provide the meeting agenda.
 - .2 All other such meetings will be arranged as required depending on the work. The consultant will record minutes and distribute.

7. HEALTH AND SAFETY

- .1 Comply with:
 - .1 National Building Code, Part 8 Safety and Measures at Construction and Demolition Sites.
 - .2 Workers Safety and Insurance Board
 - .3 Municipal Authorities
 - .4 Ontario Health and Safety Act
 - .5 Ministry of Labour
 - .6 Workplace Hazardous Materials Information System (WHMIS)
- .2 File Notice with Provincial authorities prior to commencement of Work.
- .3 Obtain Ministry of Labour Notification of Project Permit prior to commencement of work.
- .5 Comply with requirements of Fire Commission of Canada, Labour Canada and inform Municipal Fire Department of progress of work.
- .6 Ensure that no part of the work is subject to loading that will endanger safety or will cause permanent deformation.
- .7 Provide and maintain on the site where construction is being carried out completely equipped first aid facilitates which shall be accessible at all times to those on site.
- .8 Hot work shall conform to requirements of the Occupational Health and Safety Act – Regulations for Construction Projects. Provide a 'fire watch' for a minimum of 3 hours after each instance of discontinuing hot work.

8. MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify Consultant in writing, of conflicts between specifications and manufacturer's instructions, so that Consultant may establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Consultant to require removal and re installation at no increase in Contract Price or Contract Time.

9. QUALITY CONTROL

- .1 Ensure Quality of Work is of the highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required Work is such as to make it impractical to produce required results.

- .2 Do not employ anyone unskilled in their required duties. Consultant reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Allow Consultant access to the Work. Decisions as to the standard or fitness of Quality of Work in cases of dispute rest solely with consultant, whose decision is final.
- .4 If Contractor covers Work that has not been found to be in accordance with the Contract Documents or has been designated for special tests, inspections, or approvals before such is made, uncover the Work, complete required inspections, testing or work to the satisfaction of the Consultant and make good such work. Costs to make good replacement work shall be bourn upon the Contractor unless it can be deemed that such work has been found in accordance with the Contract Documents.
- .5 If in the opinion of the consultant it is not expedient to correct deficient work or work performed according to the Contract Documents, Owner may deduct from the Contract Price the difference in value between Work performed and that called for by the Contract Documents, the amount of which will be determined by the consultant.
- .6 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless otherwise indicated. Provide permanent anchors to withstand product load or shear limits. Fastenings that cause damage to the material they are supporting are not acceptable.

10. EXISTING UTILITIES

- .1 When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work, and/or building occupants and pedestrian and vehicular traffic.
- .2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

11. SUBMITTALS

- .1 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of any element of Project.
 - .2 Integrity of weather exposed or moisture resistant elements.
 - .3 Efficiency, maintenance, or safety of any operational element.
 - .4 Visual qualities of sight exposed elements.
 - .5 Work of Owner or separate contractor.
- .2 Include in request:
 - .1 Identification of Project.
 - .2 Location and description of affected Work.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed Work, and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on Work of Owner or separate contractor.
 - .7 Written permission of affected separate contractor.
 - .8 Date and time work will be executed.

12. CUTTING AND PATCHING

- .1 General
 - .1 Execute cutting, fitting, and patching including excavation and fill, to complete the Work.
 - .2 Remove and replace defective and non-conforming and ill-timed work.
 - .3 Remove samples of installed work for testing.
 - .4 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical work.
- .2 Inspection
 - .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 - .2 After uncovering, inspect conditions affecting performance of work.
 - .3 Beginning of cutting or patching means acceptance of existing conditions.

-
- .3 Performance and Workmanship
 - .1 Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
 - .2 Use material to match existing.
 - .3 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and exposed surfaces.
 - .4 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed without prior approval.
 - .5 Restore work with new products in accordance with requirements of Contract Documents.
 - .6 Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 - .7 At penetration of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.
 - .8 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

13. CONTRACT CLOSEOUT

- .1 Final Cleaning
 - .1 Remove waste and debris and leave the work clean and suitable for occupancy by Owner.
- .2 Project Record Documents
 - .1 Submit 2 copies of operations and maintenance manuals for this project. Manuals must be in the following format:
 - .1 Bind contents of each Manual within a three-ring, hard covered, plastic jacketed binder. Organize contents into applicable categories of work, parallel to specifications Sections. Label each binder with the Contractor's full contact information. List names, addresses and phone number of subcontractors and suppliers who can affect repair of maintenance on equipment.
 - .2 A copy shall be submitted in format copied on to a Compact Disc (CD) or USB key.
 - .3 List of contents.
 - .2 Record information on one (1) set of drawings and specifications and submit these record drawings for this project.
- .3 Spare Parts and Maintenance Materials
 - .1 Provide spare parts, special tools, maintenance and extra materials in quantities as specified. Store in location as later directed by the Owner.
- .4 Warranties and Bonds per GC 12.3 to be provided in the Operations and Maintenance Manuals shall include:
 - .1 Contractors General Warranty – 2 year
 - .2 Refer to specification section for warranty information.
 - .3 In addition to those listed above, see Mechanical and Electrical Sections for all required warranty items to provide for work covered under those sections.
- .5 Include general requirements for commissioning of systems. Prepare each system for testing and air balancing and provide appropriate personal required for proper testing, adjusting and balancing. Provide report with any deficiencies or defects noted during testing. Contractor to correct such deficiencies.
- .6 Provide demonstration and training as of systems and equipment as requested within such sections.
- .7 Final Inspection and Declarations – See Payment Procedures
 - .1 Contractor and sub-trades shall conduct their own inspection and correct deficiencies prior to consultant inspection.
 - .2 The consultant will conduct a preliminary and final inspection.
 - .3 The contractor shall make application for declaration of substantial performance when the owner and consultant consider deficiencies have been corrected and it appears the requirements of the contract have been substantially performed.
 - .4 Commencement of lien and warranty period shall start on the date of acceptance of substantial performance.

- .5 The contractor shall make application for declaration of total performance when the owner and consultant consider final deficiencies have been corrected and requirements of the contract have been totally performed.
- .6 Final payment shall be applied for at the completion of the lien period and total performance of the contract.

END OF SPECIFICATION