THE REGIONAL MUNICIPALITY OF YORK

CORPORATE SERVICES DEPARTMENT
PROPERTY SERVICES BRANCH

CONTRACT NO. RFTC-652-22

Interior Renovations – 4th Floor, Blocks A, B, D and E at York Region Administrative Centre

17250 Yonge Street, Newmarket, Ontario

Table of Contents

ARTICLES OF AGREEMENT 5
Article A-1 The Work 5
Article A-2 Contract Time 5
Article A-3 Contract Documents and Reference Documents 5
Article A-4 Contract Price 6
Article A-5 Payment 7
Article A-6 Warranty Period 7
Article A-7 Liquidated Damages 8
Article A-8 Notices 8
Article A-9 Rights and Remedies 9
Article A-10 Waiver 9
Article A-11 Time of the Essence 9
Article A-12 Governing Law 9
Article A-13 Language of the Contract 9
Article A-14 Successors and Assigns 10
Article A-15 Severability 10
Article A-16 Entire Agreement 10
Article A-17 MFIPPA 10
Article A-18 Construction and Interpretation 10
Article A-19 Corporate Capacity 10
Article A-20 Counterparts 11
DEFINITIONS 12
ABBREVIATIONS 16
GENERAL CONDITIONS OF THE CONTRACT 17
GC 1 Documents 17
GC 2 Order of Precedence 19
GC 3 Consultant 19
GC 4 Delays 20
GC 5 Extension of Contract Time 21
GC 6 Region's Right to Perform the Work or Stop the Work or Terminate the Contract 23
GC 7 Claims, Disputes and Adjudication 28
GC 8 Assignment 30
GC 9 Other Contractors 30
GC 10 Subcontractors 31
GC 11 Work Schedule 32
GC 12 Noise Bylaw Restrictions 33
GC 13 Notice to the Region 33
GC 14 Changes in the Work 33
GC 15 Change Order 34
GC 16 Change Directive 34
GC 17 Mark-Ups 37
GC 18 Cash Allowances 37
GC 19 Certificates and Payments 38
GC 20 Taxes and Duties 49
GC 21 Laws, Notices, Permits and Fees 50
GC 22 Patent Fees 51

GC 23 Workplace Safety & Insurance 51
GC 24 Indemnification and Claims Handling 52
GC 25 Insurance 53
GC 26 Method of Carrying on the Work 54
GC 27 Working Areas 54
GC 28 Temporary Buildings 54
GC 29 Temporary Water and Power 54
GC 30 Protection of Work 55
GC 31 Private Property 55
GC 32 Protection of Property 55
GC 33 Protection of Trees 56
GC 34 Protection of Utilities and Adjacent Structures 56
GC 35 Dust and Paint Particle Control 57
GC 36 Damages and Mutual Responsibility 57
GC 37 Bonds 57
GC 38 Warranty 57
GC 39 Liquidated Damages 58
GC 40 Contractor's Responsibilities and Control of the Work 58
GC 41 Quality Control and Quality Assurance 59
GC 42 Superintendence 60
GC 43 First Aid 60
GC 44 Labour, Materials and Products 60
GC 45 Equivalents 62
GC 46 Inspection, Rejection and Protection of Materials and Equipment 62
GC 47 Taste/Odour 63
GC 48 Subsurface Conditions 63
GC 49 Use of the Work 63
GC 50 Cleanup and Final Restoration 63
GC 51 Cutting and Remedial Work 64
GC 52 Inspection of the Work 64
GC 53 Rejected Work 65
GC 54 Shop Drawings 66
GC 55 Lines and Grades 67
GC 56 Damage to Survey Stakes, Markers and Bars 67
GC 57 Owner Supplied Material 68
GC 58 Demurrage and Storage 69
GC 59 Protection Against Claims for Labour and Material 69
GC 60 Inspection of Books, Payrolls, Accounts and Records 70
GC 61 Waiver by the Commissioner 71
GC 62 Trucking 71
GC 63 Overhaul 71
GC 64 Haul on Materials 71
GC 65 Notices by Contractor 71
GC 66 Compliance with the Occupational Health and Safety Act 71
GC 67 Certificate of Recognition (COR™) Safety Program 73
GC 68 Spills Reporting 74
GC 69 Occupancy by the Region 75
GC 70 Compliance with Environmental Legislation 75

GC 71 Approval by the Region 77
GC 72 Non-Resident 77
GC 73 Right of Set-Off 77
GC 74 Maintenance Security 77
GC 75 AODA Compliance 78
SCHEDULE A – INSURANCE 79

THIS CONSTRUCTION CONTRACT NO. RFTC-652-22 is dated _____

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the "**Region**")

- and-

_____

(the "**Contractor**")

ARTICLES OF AGREEMENT

The parties agree:

Article A-1 The Work

1.1 The Contractor shall:

(a) perform the Work required by the Contract Documents for Contract No. RFTC-652-22 for Interior Renovations on the 4th floor, Blocks A, B, D and E of the York Region Administrative Centre located at 17250 Yonge Street in Newmarket, Ontario; and

(b) do and fulfill everything indicated by the Contract Documents; and

(c) complete the Work within the Contract Time.

Article A-2 Contract Time

2.1 The Contractor shall complete the Work within 360 Working Days from the commencement date specified in the Region's written notice to the Contractor to commence the Work (the "**Commencement Date**"), subject to potential adjustment pursuant to GC 5 - Extension of Contract Time.

2.2 Notwithstanding the Contract Time stipulated above, the Contractor shall comply with, and meet the requirements of, the following Interim Milestone(s):

(a) achieve Substantial Performance of the Contract within 347 Working Days from the Commencement Date.

Article A-3 Contract Documents and Reference Documents

3.1 The following is a list of the Contract Documents referred to in Article A-1 - The Work and as defined in the Definitions. This list is subject to subsequent amendments in

accordance with the provisions of the Contract. Unless otherwise indicated, terms used in the Contract Documents which are defined in the Definitions shall have the meanings designated in the Definitions.

- Bid
- Articles of Agreement
- Definitions
- Abbreviations
- General Conditions of the Contract
- Supplementary Conditions
- Specifications
- Permits
- Drawings
- Addenda
- Appendices
  - Appendix A – Forms
  - Appendix B – Health and Safety Guide for Construction Contractors

Article A-4 Contract Price

4.1 The quantities included in the Bid are an estimate of the Region's requirements and there is no guarantee that the full quantities of Products or work will be required or purchased. In the event that the actual quantity of any unit price item exceeds, or is less than, the estimated quantity, the Contractor shall proceed as required to complete the work of such item and payment for that item will be made at the tendered unit price based on the actual quantity of Product or work provided.

4.2 The prices contained in the Bid are not subject to change without the prior written consent of the Region. The Contractor shall not be entitled to any increases in the Contract Price, or to the prices for any of the individual items, for any reason whatsoever including, but not limited to, increases in prices due to inflation or due to the escalation of labour or material costs.

4.3 The Contract Price shall be the final sum of:

(a) the products of the actual quantities of unit price items that are incorporated in the Work, as confirmed by count and measurement by the Region, and the applicable unit prices in the Bid;

(b) the lump sum prices in the Bid for lump sum items that are incorporated in the Work; and

(c) the expended portions of any cash allowance items

subject to changes in the Contract Price resulting from Changes in the Work ordered pursuant to GC 14 - Changes in the Work.

Article A-5 Payment

5.1 Provided that the Contractor is not in default under the Contract, and subject to the provisions of the Contract, the Region shall pay the Contractor the undisputed amounts payable under Proper Invoices given to the Region in accordance with the Contract, on account of the Contract Price.

5.2 Payment shall be made in Canadian funds.

5.3 Subject to the provisions of the Contract, and in accordance with the Construction Act, the Region shall:

(a) pay to the Contractor the undisputed amounts payable under the Proper Invoices given by the Contractor to the Region in accordance with the Contract, subject to the 10% statutory holdback and a 3% maintenance security;

(b) pay the 10% basic holdback to the Contractor in accordance with the Construction Act;

(c) pay the 10% holdback for finishing work to the Contractor in accordance with the Construction Act; and

(d) subject to any deductions made by the Region in accordance with GC 74 - Maintenance Security, pay the 3% maintenance security to the Contractor upon the expiration of the warranty period and the correction of all deficiencies and warranty issues to the satisfaction of the Region (whether they have occurred during the warranty period or thereafter).

5.4 If the Contractor is a non-resident of Canada, the applicable provisions of the *Income Tax Act,* RSC 1985, c 1 shall apply.

Article A-6 Warranty Period

6.1 For the purposes of GC 38 - Warranty, the warranty period shall be as follows:

(a) 24 months from the date of Substantial Performance of the Contract for all work completed on or before the date of Substantial Performance of the Contract, or such longer periods as may be specified for certain Products or work; and

(b) 24 months from the date of Total Performance of the Contract for all work completed after the date of Substantial Performance of the Contract, or such longer periods as may be specified for certain Products or work.

Article A-7 Liquidated Damages

7.1 For the purposes of GC 39 - Liquidated Damages, liquidated damages will be assessed in accordance with the following:

(a) $870.00 per Day for each Day that Substantial Performance of the Contract is not achieved beyond the 347 Working Days referred to in Article 2.2(a); and

(b) $220 per Day for each Day that the Work is not completed beyond the Contract Time.

7.2 The liquidated damages referred to above shall accrue concurrently in the event that the work required under the Interim Milestone(s) is not completed before the Contract Time has expired.

Article A-8 Notices

8.1 Any notices, requests, demands or other communications (a "**Notice**") required to be given or served under this Contract shall be in writing and delivered personally, electronically, by courier or prepaid registered mail, addressed to the recipient at the address set out below. Service of Notice is effective on the date of personal delivery, on the next Business Day following the date of electronic or courier delivery, provided that reasonable steps are taken to ensure receipt, and on the third Business Day following the date of prepaid registered mail delivery.

The Region

Property Services Branch, 17250 Yonge Street, Newmarket, ON, L3Y 6Z1, Attention: Victor Chau

victor.chau@york.ca
(e-mail address)

The Contractor

.....
(name)

.....
(delivery address)

.....
(e-mail address)

The Consultant

G. Bruce Stratton Architects
(name)

225 Richmond Street West, Suite 300, Toronto, ON, M5V-1W2

(delivery address)

stephaniek@strattonarchitects.com
(e-mail address)

8.2 An address for a party may be changed by giving Notice to the other parties in accordance with this Article.

8.3 Any notices required to be given under the Construction Act, including without limitation notices of non-payment, shall be given in accordance with the requirements for Notices prescribed by this Article A-8 - Notices. Proper Invoices shall be given in accordance with the requirements of GC 19.2 - Submission of a Proper Invoice.

Article A-9 Rights and Remedies

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Article A-10 Waiver

10.1 No action or failure to act by the Region or the Consultant is a waiver of any right or duty afforded under the Contract or law, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach, except as may be specifically agreed to in writing.

Article A-11 Time of the Essence

11.1 Time is of the essence in this Contract.

Article A-12 Governing Law

12.1 This Contract is governed by the laws of Ontario and the applicable laws of Canada.

Article A-13 Language of the Contract

13.1 This Contract is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.

Article A-14 Successors and Assigns

14.1 This Contract is enforceable against the parties, their heirs, executors, administrators, successors and permitted assigns.

Article A-15 Severability

15.1 Each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. Any provision of this Contract, or part thereof, determined to be invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such determination without affecting the validity or enforceability of the remaining provisions, in whole or in part, of this Contract.

Article A-16 Entire Agreement

16.1 This Contract represents the entire agreement between the Contractor and the Region and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments regarding the subject matter of this agreement except as expressed in this Contract.

Article A-17 MFIPPA

17.1 The parties acknowledge that the information collected, used or disclosed under this Contract is subject to the *Municipal Freedom of Information and Protection of Privacy Act,* RSO 1990, c M.56 ("**MFIPPA**") and all applicable federal and provincial legislation, regulations and standards relating to the collection, use and disclosure of information.

Article A-18 Construction and Interpretation

18.1 Whenever used in this Contract, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.

18.2 The titles in this Contract have been inserted for convenience and are for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Contract.

18.3 Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine and the feminine shall include the masculine.

Article A-19 Corporate Capacity

19.1 The Contractor represents that:

(a) it is a corporation legally permitted to work within the Province of Ontario;

(b) it has full corporate power and capacity to enter into this Contract in accordance with the laws of the Province of Ontario; and

(c) all necessary corporate action has been taken by the Contractor to authorize the execution and delivery of this Contract.

Article A-20 Counterparts

20.1 This Contract may be executed in counterparts, each of which shall be deemed to be an original, and all of which such counterparts, together, shall constitute one and the same contract. Counterparts may be executed in original or electronic form, and the parties shall accept any signatures received in electronic form as if they were original signatures of the parties.

This Contract is effective on the date stated in the introductory clause.

THE REGIONAL MUNICIPALITY OF YORK

Name:
Title: Regional Chair

Name:
Title: Regional Clerk

[CONTRACTOR]

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation

DEFINITIONS

The following definitions shall apply to all Contract Documents:

Bid means the Contractor's response to the Request for Tender for this Contract.

Business Day means any Day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

Change Order means a written amendment to the Contract signed by the Contractor and the Region stating their agreement on a Change in the Work, the method and/or amount of adjustment to the Contract Price, if any, and the extent of any adjustment to the Contract Time, including any Interim Milestones.

Changes in the Work means additions, deletions, extensions, increases, decreases or other revisions to the Work within the general scope of the Contract.

Commissioner means the Commissioner of Corporate Services for the Region or their authorized agent or representative as designated to the Contractor.

Construction Act means Ontario's *Construction Act*, RSO 1990, c. C.30, as amended or replaced from time to time.

Constructor is as defined pursuant to the *Occupational Health and Safety Act*, RSO 1990, c O.1 as amended or replaced from time to time.

Consultant means the person, firm or corporation, if any, appointed by the Region for the purposes set out in GC 3.1. In the event that a Consultant has not been appointed, all references to the Consultant in the Contract Documents shall be deemed to be to the Commissioner.

Contract means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties. The Contract supersedes all prior negotiations, representations and agreements, either written or oral between the parties, except to the extent specifically referred to in the Contract. The Contract may be amended only as provided in the Contract Documents.

Contract Administrator means the person appointed by the Region as its Site representative for the purpose of administering the Contract.

Contract Documents means the documents listed in Article A-3 - Contract Documents and Reference Documents as amended pursuant to the provisions of the Contract.

Contract Drawings means all plans, profiles, drawings, sketches or copies thereof, used or prepared for, or in connection with, the Work and are included in the Contract Documents.

Contract Price shall have the meaning prescribed in Article A-4 - Contract Price, paragraph 4.3.

Contract Time is the timeframe stipulated in Article A-2 - Contract Time of the Articles of Agreement for completion of the Work.

Contractor means the person, firm or corporation identified as such in the Articles of Agreement. The term Contractor shall include the Contractor and its authorized representative(s) as designated to the Region in writing.

Day means a calendar day.

Drawings has the same meaning as Contract Drawings.

Equivalent means an alternative product, material or manufacturer proposed by the Contractor during the course of the Contract and demonstrated to the Region and/or the Consultant's satisfaction as being equivalent to the particular product, material or manufacturer prescribed by the Contract Documents taking into consideration factors which include suitability with operational requirements and compatibility, interchangeability or interoperability with existing equipment.

Estimated Contract Price means the Subtotal Contract Amount identified in the Schedule of Prices Summary Table contained in the Bid.

Final Proper Invoice shall have the meaning prescribed in GC 19.9(b).

Final Quantity Reconciliation Meeting shall have the meaning prescribed in GC 19.9(a).

Interim Milestone means a scheduled event signifying the completion of a major deliverable or a set of related deliverables.

Local Municipality means the lower-tier municipality or municipalities, as defined in the *Municipal Act, 2001,* SO 2001, c 25, in which the Work will be undertaken.

Other Contractor means a person, firm or corporation not employed by, or having a contract with, the Contractor and who is performing work at or near the Site directly or indirectly on behalf of the Region, the Local Municipality or any other governmental agencies, property owners, developers or utility companies and their respective contractors.

Owner means The Regional Municipality of York.

Payment Period means a one-month period during which work was performed. The start and end dates of the Payment Period will be determined by the Region and the Contractor at the pre-construction meeting. In the event the Region and the Contractor do not determine the start and end dates of the Payment Period, the start and end dates of the Payment Period are deemed to be the first calendar day of the month and the last calendar day of the month, respectively**.**

Place of the Work means the designated site or location of the Work.

Pre-Invoice Submission Meeting shall have the meaning prescribed in GC 19.1(a).

Preliminary Estimate for Payment (PEP) means the document that contains a description of the work performed during a Payment Period (or such other period as may be expressly stipulated in the Contract) in the form attached as Appendix A.6.

Products means material, machinery, equipment and fixtures which form part of the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work which is normally referred to as construction machinery and equipment.

Professional Engineer means a person, firm or corporation legally qualified to practice professional engineering in the Province of Ontario.

Professional Geoscientist means a person, firm or corporation legally qualified to practice professional geoscience in the Province of Ontario.

Proper Invoice shall have the meaning given to it in the Construction Act.

Proper Invoice for Subcontract Holdback shall have the meaning prescribed in GC 19.8(a).

Proper Invoice Submission Date shall have the meaning prescribed in GC 19.2(a).

Region means The Regional Municipality of York or its authorized agent or representative(s) as designated to the Contractor but does not include the Consultant.

Regional Council means the Council of the Region, as constituted from time to time.

Shop Drawings means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

Site has the same meaning as Place of the Work.

Specifications mean that portion of the Contract Documents consisting of written technical descriptions and standards for the Products, systems, workmanship, and services necessary for the performance of the Work.

Subcontractor means a person, firm or corporation not contracting with or employed directly by the Region, but who performs a part or parts of the Work or supplies products under an agreement with the Contractor or under an agreement with another subcontractor.

Substantial Performance of the Contract means when the Contract is substantially performed pursuant to the Construction Act. If such legislation is not in force or does not contain such term, Substantial Performance of the Contract shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Commissioner.

Supplier means a manufacturer, fabricator, distributor or vendor having a direct contract with the Contractor or a Subcontractor to furnish materials or equipment to be incorporated into the Work by the Contractor or a Subcontractor.

Total Performance of the Contract means when the Contract is deemed to be completed pursuant to the Construction Act. If such legislation is not in force or does not contain such term, Total Performance of the Contract shall have been reached when the entire Work, except those items arising from the provisions of GC 38 - Warranty, has been performed to the requirements of the Contract as certified by the Commissioner.

Work/Works means the total construction and related services required by the Contract.

Working Day means any Day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

ABBREVIATIONS

When the following abbreviations are used in the Contract Documents they have the meaning listed:

ANSI	American National Standards Institute
ASTM	ASTM International
AWWA	American Water Works Association
CGSB	Canadian General Standards Board
CSA	CSA Group (formerly Canadian Standards Association)
DFO	Fisheries and Oceans Canada
EST	Eastern Standard Time
LSRCA	Lake Simcoe Region Conservation Authority
MNRF	Ministry of Natural Resources and Forestry (Ontario)
MECP	Ministry of Environment, Conservation and Parks (Ontario) (formerly MOECC)
MOECC	Ministry of the Environment and Climate Change (Ontario)
MOL	Ministry of Labour (Ontario)
MTO	Ministry of Transportation (Ontario)
OCIP	Owner Controlled Insurance Program
OPS	Ontario Provincial Standard
OPSD	Ontario Provincial Standard Drawing
OPSS	Ontario Provincial Standard Specification
PPE	personal protective equipment
PTTW	permit to take water
RSC	Revised Statutes of Canada
RSO	Revised Statutes of Ontario
SC	Statutes of Canada
SO	Statutes of Ontario
TRCA	Toronto and Region Conservation Authority

GENERAL CONDITIONS OF THE CONTRACT

(the "General Conditions")

GC 1 Documents

1.1 The Contract Documents shall be signed by the Region and the Contractor.

1.2 The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

1.3 The intent of the Contract Documents is to include the labour, Products, services and construction machinery and equipment necessary for the performance of the Work in accordance with the Contract. The Contractor shall, at no additional charge, supply Products and construction machinery and equipment and perform work and services consistent with, covered by, or properly inferable from, the Contract, as determined by the Commissioner.

1.4 The Contractor shall keep one copy of the current Contract Documents and Shop Drawings at the Site. The Contract Documents shall be kept in good order and shall be made available to the Region, the Consultant and their respective representatives at all times.

1.5 Drawings, specifications, models and copies thereof furnished by the Region are, and shall remain, the property of the Region with the exception of the executed Contract provided to the Contractor by the Region. Such documents and models shall be used only with respect to the Work and shall not be used on any other work. Such documents and models shall not be copied or modified in any manner without the prior written authorization of the Region.

1.6 The Contract Documents may contain references to requirements, practices, codes, regulations, manuals, standards, specifications and drawings of associations, societies, councils, boards, foundations and other government bodies, including OPS specifications and drawings, which are incorporated into the Contract by reference, and have the same force and effect as if printed in full.

1.7 Where reference is made to a requirement, practice, code, regulation, manual, standard, specification or drawings of an association, society, council, board, foundation or other government body, including OPS specifications and drawings, it is understood that the latest revision shall apply, unless indicated otherwise in the Contract Documents.

1.8 Where applicable, OPS specifications and drawings shall be amended as follows:

"Engineer" shall mean Commissioner and "Ministry" and “Authority” shall mean the Region.

1.9 If the Contractor has any doubt as to the meaning or intent of any part of the Contract Documents, it shall immediately notify, and seek clarification from the Consultant.

1.10 Any reference in the Contract Documents to a statute shall be deemed to mean the statute which is, or becomes, in force during the performance of the Work, and also means all regulations enacted under such statute.

1.11 Syntax:

(a) Where the words “accepted“, “reviewed”, “designated” “directed”, “inspected“, “instructed”, “permitted”, “required”, and “selected” are used in standards or in the Contract Documents, they are deemed to be followed by the words “by the Consultant and the Region”, unless the context provides otherwise.

(b) Where the words “acceptable”, “submit” and “satisfactory” are used in standards or in the Contract Documents, they are deemed to be followed by the words “to the Consultant and the Region”, unless the context provides otherwise.

(c) The words “include”, “includes” or “including” mean “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

(d) Wherever words “indicated”, “shown”, “noted”, “listed”, “specified” or similar words are used in the Contract Documents they are understood, unless otherwise defined, to mean “indicated”, “shown”, “listed”, “noted” or “specified” on the Contract Documents, unless the context provides otherwise.

(e) Reference to the word “Section” or “Sections” in the Contract Documents shall mean a Section or Sections of the Divisions of the Specifications.

1.12 It is the parties’ mutual intention that the Contract Documents comply with section 4 of the Canada-European Union Comprehensive Economic and Trade Agreement and section 3 of the Canadian Free Trade Agreement. Any reference in the Contract Documents to a particular product, material or manufacturer shall be deemed to include the words “or Equivalent” immediately following such reference (unless the words “or Equivalent” already follow the product, material or manufacturer reference). Where the words “No Equivalent”, “No Equivalents” or “No Other Equivalents” follow the product, material or manufacturer reference, the Region may deny or refuse to consider a proposal for an Equivalent for reasons which include suitability with operational requirements and compatibility, interchangeability or interoperability with existing equipment.

GC 2 Order of Precedence

2.1 In the event of conflicts or inconsistencies in the Contract Documents:

(a) the order of priority from highest to lowest, shall be as follows:

- Addenda
- Articles of Agreement
- Permits
- Supplementary Conditions
- General Conditions
- Definitions
- Bid
- Specifications
- Drawings

(b) Division 1 of the Specifications shall govern over all other Specifications;

(c) figured dimensions shown on a Drawing shall govern where they differ from dimensions scaled on the same Drawing;

(d) Drawings of larger scale shall govern over those of smaller scale of the same date;

(e) executed amendments to specific parts of the Contract Documents shall govern over the executed specific parts in Contract Documents affected by the amendments; and

(f) later dated documents shall govern over earlier documents of the same type.

2.2 In the event of conflicts or inconsistencies between the specifications of the Region and the specifications and/or standards of other entities, including OPS specifications and drawings, the specifications of the Region shall govern.

GC 3 Consultant

3.1 The Region may appoint from time to time such person, firm or corporation (the "**Consultant**") as the Region may deem appropriate to visit the Place of the Work in order to monitor the progress and quality of the Work and compliance with the terms of the Contract Documents.

3.2 The Consultant will not be responsible for, and will not have control, charge or supervision of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for, or have control or charge over, the acts or omissions of the Contractor, its Subcontractors or

their respective agents, employees or other persons performing any of the Work, including any failure to comply with the terms of the Contract.

3.3 If a Consultant has been appointed by the Region, the Consultant will be, in the first instance, the interpreter of the requirements of the Contract and the judge of the performance thereunder by the Contractor.

3.4 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract shall be referred to the Consultant, in writing, for a decision.

3.5 The Contractor shall provide, at no additional cost, all reasonable aid and assistance required by the Region and the Consultant for the review and observation of all aspects of the Work, including, but not limited to, inspection of all facilities and the taking of all test samples.

3.6 If, through the omission, default, neglect or delay, or other action on the part of the Contractor, it is necessary for the Consultant or the Region to attend the Place of the Work more often than the Region deems reasonable, the Region may charge the actual costs for the additional visits to the Contractor, including all travel-related expenses, which costs shall be payable by the Contractor on demand.

3.7 The Consultant shall have the authority to reject work which, in its opinion, does not conform to the requirements of the Contract. Whenever the Consultant considers it necessary or advisable, the Consultant has the authority to require inspection or testing of the Work, whether or not such work is fabricated, installed or completed.

GC 4 Delays

4.1 The Contractor shall not have any claim for compensation or damages against the Region for any stoppage or delay from any cause whatsoever.

4.2 Should a stoppage or delay be caused by, or result from, the action or neglect of any Other Contractor performing work under the provisions of a contract with the Region, the Region may give notice in writing to the Contractor to stop the Work, and the Contractor shall not have any claim for compensation or damages against the Region for this delay.

4.3 Should the amount authorized for the Work be at any time expended prior to the completion of the Work, the Region may provide written notice to the Contractor that further authorization is required for the release of any additional funds. Upon receipt of this notice, the Contractor may stop the Work; but in any event the Contractor shall not be entitled to any further payment for work done after service of this notice until the additional funds have been authorized, nor shall the Contractor have any claim for compensation or damages for any suspension of, or delay in, payment.

4.4 The Region may direct the Contractor to stop any portion of the Work if, for any reason, the requisite approvals from Regional Council or any applicable governmental or municipal authority have not been obtained, have expired, or have been revoked.

4.5 The Region or the Consultant may direct the Contractor to stop any portion of the Work if, in its judgment, weather conditions will prevent or impede the completion of the Work.

4.6 The Region or the Consultant may direct the Contractor to stop any portion of the Work if, in its judgment, that portion of the Work is not being completed in accordance with the requirements of the Contract.

GC 5 Extension of Contract Time

5.1 An extension of the Contract Time may be granted by the Region as a result of delays caused by:

(a) abnormal inclement weather;

(b) general strikes;

(c) work stoppages pursuant to GC 4 - Delays, paragraphs 4.2 to 4.5 inclusive;

(d) Changes in the Work pursuant to GC 14 - Changes in the Work, paragraph 14.1; and

(e) any other cause which could not be reasonably anticipated to occur during the course of a construction project, which the Region deems to be beyond the Contractor's (including any Subcontractors) reasonable control (other than financial incapacity). For the purpose of this provision, delays in the supply and/or delivery of materials, Products and/or equipment, or arising from the breakdown of equipment, do not constitute causes which are beyond the Contractor’s control.

5.2 Extensions of Contract Time may be for any period of time that the Region, in its sole opinion, deems appropriate. The Region shall establish the terms upon which any extension may be granted, which terms may include a charge for additional expenses incurred by the Region during the period covered by said extension.

5.3 Such extension of Contract Time shall be deemed to be full compensation for any loss or injury sustained by the Contractor as a result of any of the delays described above and the Contract shall not be invalidated by the granting of such extension.

5.4 Application for an extension of Contract Time as herein provided shall be made by the Contractor to the Region not later than two Business Days following the commencement of the delay and at least 10 Business Days prior to the expiration of the Contract Time.

5.5 In addition to the requirements of GC 5.4, the Contractor shall submit to the Region for approval on a weekly basis, a written statement showing the number of Days lost due to delay caused by abnormal inclement weather in the preceding week, the extension of Contract Time (in terms of Working Days) which is requested by the Contractor as a result of such delay, and the number of Working Days remaining to complete the Work. The Region shall advise the Contractor as to the length of extension granted, if any, within five Business Days of receipt of the Contractor's written statement. In the event that the Contractor fails to provide a statement requesting an Extension of Contract Time for any given week within five Business Days of the end of that particular week, the Contractor shall be deemed to have waived any right to request an Extension of Contract Time for that week.

5.6 For the purposes of this GC 5 - Extension of Contract Time, a delay caused by abnormal inclement weather occurs when, in the Region's sole opinion, the Contractor is prevented by inclement weather or other related conditions, for a period of at least six hours in a Working Day, from proceeding with at least 60% of the normal labour and equipment force engaged on any component of the Work which, if delayed, will delay the completion of the Work.

5.7 The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Government of Canada and the Province of Ontario responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the parties to change their activities in various ways (collectively, the "**Governmental Response**"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "**Virus**") and resulting or supplementary renewed Government Response. Notwithstanding any other provision in the Contract Documents, if the Contractor is delayed in the performance of the Work by the continued spread of the Virus and/or the continuation of or a renewed Governmental Response to control the spread of the Virus (which was not reasonably foreseeable at the time of entering into the Contract), the parties agree it shall constitute a delay pursuant to GC 5.1. The Contractor shall not be entitled to any payment for costs incurred by such delays, save and except as provided for in GC 5.8. Nothing in this GC 5.7 shall excuse the Contractor from complying with any application notification requirements in the Contract including, without limitation, those contained in GC 5.4 and GC 5.5.

5.8 In the event of a delay to the Contractor's performance of the Work pursuant to GC 5.7, notwithstanding GC 4.1, the Contractor shall be entitled to payment of the direct costs it reasonably incurs, without any mark-up for overhead and profit, as a result of having to comply with new legislative amendments, controls, and orders that are implemented by

the Government of Canada or the Province of Ontario after the Bid closing date in response to the Virus associated with the following:

(a) the Contractor being required to use additional tools or equipment, including PPE equipment, in its performance of the Work;

(b) the Contractor being required to purchase, use or provide additional safety-related supplies in connection with its performance of the Work; or

(c) the Contractor being required to install temporary facilities or structures, including hand washing stations.

5.9 Notwithstanding any other provision in the Contract, the Region shall not be liable or deemed to be in breach of the Contract for any failure or delay in performance of its obligations under the Contract arising out of:

(a) the Virus;

(b) Governmental Response; or

(c) any impacts to the Region's operations and performance of its obligations that are beyond its reasonable control and are caused by, relate to or arise out of the Virus or the Governmental Response (including, without limitation, any delays in obtaining possession or access to the Place of the Work, or in obtaining permits from permitting offices or approvals from authorities having jurisdiction).

GC 6 Region's Right to Perform the Work or Stop the Work or Terminate the Contract

6.1 If circumstances arise such that the Region considers it necessary or advisable, the Region may suspend the Contract and the performance of the Work. In the event the Region exercises its right of suspension pursuant to this GC 6.1, the Contractor shall, subject to the directions in the notice of suspension:

(a) take all necessary steps to ensure the Place of the Work and all Work in place is left in a safe and clean state and is protected from the elements for the duration of the suspension; and

(b) take all necessary steps to ensure the Work is appropriately preserved and cared for in accordance with good industry practice and any occupational, use or safety requirements or standards of the authorities having jurisdiction or stipulated in the Contract Documents for the duration of the suspension.

If the Contract and the performance of the Work is suspended pursuant to this GC 6.1, the Contract Time shall be extended by the length of the suspension and the Region shall pay the Contractor the direct costs the Contractor reasonably incurs that are a direct result of any demobilization, remobilization and site security and preservation

that is required as a result of the suspension. All such costs shall be substantiated with sufficient and appropriate supporting documentation.

6.2 If:

(a) the Contractor becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors because of its insolvency;

(b) a receiver is appointed because of the Contractor's insolvency;

(c) the Contractor commits a criminal act;

(d) the Contractor transfers, assigns or otherwise disposes of its interest in the Contract, or any part thereof, without the written authority of the Region;

(e) the Contractor ceases the Work for a period of 30 Days or more (other than for delays for which an extension of Contract Time is granted by the Region pursuant to GC 5 - Extension of Contract Time);

(f) the Region deems, in its sole discretion, that the progress of the Work has fallen behind schedule to such an extent that the Contractor will not be able to meet one or more of the Interim Milestone dates specified in the Contract and/or complete the Work within the Contract Time;

(g) the Contractor fails to maintain adequate insurance as stipulated in GC 25 - Insurance;

(h) the Contractor fails to comply immediately with a direction of the Region or the Consultant under the Contract including, but not limited to, any directions under GC 66 - Compliance with the Occupational Health and Safety Act or GC 70 - Compliance with Environmental Legislation;

(i) the Contractor fails to comply immediately with a stop work order issued by the Region or the Consultant;

(j) the Contractor fails to comply with a written direction from the Region or the Consultant under GC 7.4;

(k) the Contractor fails to maintain its COR™ certification or COR™ equivalency, or have a valid Letter of Reciprocity issued by the IHSA indicating that they are in the process of obtaining COR™ equivalency, as stipulated in GC 67.2;

(l) the Contractor breaches the Supplier Code of Conduct included as Schedule 2 to the Region's Procurement Bylaw No. 2021-103;

(m) the Contractor fails to comply with the Region's policies, protocols and procedures as stipulated in GC 66.10;or

(n) the Contractor commits any other breach of Contract which the Region deems material

the Region, without prejudice to any other right or remedy it may have, may by giving the Contractor or receiver or trustee in bankruptcy written notice:

(o) terminate the Contract;

(p) take all or any part of the Work out of the Contractor's hands and employ such means as it sees fit to complete the Work, and deduct the costs thereof from any payment due to the Contractor and, in the event that the costs thereof exceed the sum payable to the Contractor had the Contractor completed that part of the Work, the Contractor shall pay such excess amount to the Region forthwith upon notice from the Region; or

(q) issue a stop work order.

6.3 If the Contractor fails to perform the Work in compliance with the requirements of the Contract, of which the Commissioner shall be the sole judge, the Region may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to correct the default no later than five Working Days following receipt of such Notice or, where immediate action is required, in such lesser time as specified in the Notice.

6.4 If the correction of the default cannot be completed within five Working Days, or such lesser time as specified in the Notice, the Contractor shall be in compliance with the Region’s instructions if it:

(a) commences the correction of the default within the specified time;

(b) provides the Region with a schedule acceptable to the Region for such correction; and

(c) completes the correction in accordance with such schedule.

6.5 If the Contractor fails to correct the default within the time specified, the Region may, without prejudice to any other right or remedy it may have:

(a) correct such default and charge the cost thereof to the Contractor;

(b) terminate the Contractor's right to continue with the Work, in whole or in part; or

(c) terminate the Contract.

6.6 If the Region terminates the Contractor's right to continue with the Work or terminates the Contract, the Region shall be entitled to:

(a) take possession of the premises and Products, utilize the construction machinery and equipment and finish the Work by whatever method it sees fit;

(b) receive an assignment or transfer forthwith from the Contractor of any permit or approval obtained by the Contractor for the performance of the Work;

(c) assert any right of set-off in accordance with GC 73 - Right of Set-Off;

(d) withhold further payments to the Contractor until the Work is finished;

(e) deduct the following costs from the unpaid balance of the Contract Price:

(i) the full cost of completing the Work, as certified by the Commissioner;

(ii) any additional compensation payable to the Consultant for additional services; and

(iii) a reasonable allowance, as determined by the Commissioner, to cover the cost of corrections to the Work as may be required under GC 38 - Warranty,

and,

(f) upon the expiration of the warranty period, charge the Contractor the amount by which the cost of corrections to its work under GC 38 - Warranty exceeds the allowance provided for such corrections.

If the costs referred to in GC 6.6(e) and GC 6.6(f) are less than the unpaid balance of the Contract Price, the Region shall pay the Contractor the difference.

6.7 The Contractor acknowledges that the performance of the Work may require the following:

(a) approval of the local conservation authority and/or other applicable government agencies in respect of watercourses, wetlands, floodplain, and hazard lands;

(b) approval of MNRF, DFO and/or the local conservation authority in respect of its authority under the *Fisheries Act*, RSC 1985, c F-14;

(c) approval of MECP, the local conservation authority and/or other applicable government agencies in respect of any water taking;

(d) approval of MECP in respect of any discharge, emission, waste, waste disposal site, waste management system, water works, sewage works, storm water works and/or drinking water systems;

(e) approval of MNRF, DFO and/or Environment Canada in respect of the protection of any species at risk and/or the respective habitat of any species at risk;

(f) approval of the applicable railways in respect of rail crossings at grade or grade separations;

(g) approval of MTO;

(h) approval of Transport Canada in respect of navigable waterbodies;

(i) approval of the MOL and MECP, as applicable, in respect of any new equipment specified by the Region;

(j) approval of Regional Committee/Council and/or other governmental or municipal authorities or utilities; and/or

(k) land acquisitions, easements or utility relocations.

If at any time any one or more of these requirements have not been satisfied, the Region may terminate the Contract by providing written notice to the Contractor to such effect and the Contractor shall be entitled to be paid for the Work performed up to and including the date of service of the notice terminating the Contract, as determined by the Commissioner. In no event will the Contractor be entitled to claim any amount for profit or loss sustained or any other damages as a result of the termination of the Contract.

6.8 If at any time during the course of the Contract, the Region exhausts or exceeds the allocated budget for the Contract, or if the allocated budget for the Contract is withdrawn, reduced or cancelled by Regional Council for any reason whatsoever, the Region may terminate the Contract by providing written notice to the Contractor to such effect and the Contractor shall be entitled to be paid for the Work performed up to and including the date of service of the notice terminating the Contract, as determined by the Commissioner. In no event will the Contractor be entitled to claim any amount for profit or loss sustained or any other damages as a result of the termination of the Contract.

6.9 If the Work is suspended or otherwise delayed for a period of 60 consecutive Working Days or more under an order of a court or other public authority and providing that the issuance of such order was not the direct result of an act or omission of the Region or Consultant contrary to the provisions of the Contract Documents, the Region may, at its sole option and discretion and without penalty, terminate the Contract for convenience upon providing seven (7) Days' written notice to the Contractor. Upon receiving the notice of termination in accordance with this paragraph, the Contractor shall cease or cause the cessation of all operations except for the following:

(a) The Contractor shall take all steps necessary to:

(i) ensure and preserve the safety or personnel (including, without limitation, construction personnel, building residents, building guests and building staff); and

(ii) ensure the Work is appropriately preserved and cared for in accordance with good industry practice and any occupational, use or safety requirements or standards of authorities having jurisdiction or those stipulated in the Contract Documents.

(b) Subject to any directions in the notice of termination, the Contractor shall:

(i) take all necessary steps to ensure the Place of the Work and all Work in place is left in a safe and clean state and is protected from the elements; and

(ii) discontinue or cause to be discontinued the ordering of products, material, equipment and supplies and shall make reasonable efforts to cancel existing orders on the best terms available.

If the Contract is terminated for convenience pursuant to this GC 6.9, the Contractor shall not be entitled to any costs, expenses, damages, losses or reimbursement of any kind whatsoever (and the Contractor waives any claim against the Region related to or arising from the termination), save and except for the amounts expressly contemplated in GC 6.10.

6.10 If the Contract is terminated pursuant to GC 6.9, the Region shall pay the Contractor the cost of the Work incurred to the effective termination date and the reasonable costs the Contractor incurs in complying with its obligations under GC 6.9.

6.11 The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed by it up to the time of termination shall continue in force after such termination.

6.12 Notwithstanding any other provision in the Contract, the Region shall not be liable to the Contractor for any actual or alleged damages of any kind whatsoever (including without limitation indirect, incidental, special, consequential or other damages, including loss of profits) on account of the publication of a Notice of Termination pursuant to the Construction Act and the Contractor waives any and all claims against the Region related to or arising from the publication. This GC 6.12 shall survive termination of the Contract.

GC 7 Claims, Disputes and Adjudication

7.1 Subject to GC 7.9 to GC 7.13, differences between the parties to the Contract as to the interpretation, application or administration of the Contract, or any claims which the Contractor has which may result in an increase in the Contract Price, or an extension of Contract Time, or any failure to agree where agreement between the parties is called for, other than a failure to agree on the method of valuation, measurement and change in the Contract Price which shall be governed by GC 15 - Change Order and GC 16 - Change Directive, which differences are not resolved in the first instance by decision of the Consultant pursuant to the provisions of GC 3 - Consultant, paragraphs 3.3 and 3.4, if applicable, shall be settled in accordance with this General Condition.

7.2 The Contractor shall give oral notice of any claim or dispute to the Region and the Consultant immediately upon becoming aware of the circumstances giving rise to such claim or dispute.

7.3 The Contractor shall provide written notice of any claim or dispute to the Region and the Consultant, within five Business Days after the commencement of the work giving rise to the claim or dispute. Such notice shall include particulars of the claim or matter in dispute, the extent and value of the claim and the relevant provisions of the Contract Documents.

7.4 Upon receipt of written direction from the Region or the Consultant, the Contractor shall continue to perform the Work in accordance with the instructions of the Region or the Consultant.

7.5 The Contractor shall submit to the Region and the Consultant, a detailed statement of its claim not later than 25 Business Days after completion of the work which is the subject of the claim or dispute, identifying the item or items in respect of which the claim or dispute has arisen, the grounds upon which a claim is made and all records substantiating such claim.

7.6 The Contractor shall promptly submit, at the request of the Region or the Consultant, such further and other information and documentation as the Region or the Consultant consider necessary to assess the claim.

7.7 If the Contractor fails to comply with the time limits set out in this GC 7 - Claims, Disputes and Adjudication in respect of any claim or dispute, the Contractor will not be entitled to proceed with any such claim or dispute and this provision shall act as a bar to any such claims or disputes.

7.8 If the Contractor has complied with all of the provisions of this GC 7 - Claims, Disputes and Adjudication and the Region and the Contractor cannot resolve the claim or dispute, the claim or dispute shall be determined by a court of competent jurisdiction once Total Performance of the Contract has been achieved.

7.9 Notwithstanding anything else in this GC 7 - Claims, Disputes and Adjudication, the Region and the Contractor shall engage in adjudication as required by, and in accordance with, the Construction Act.

7.10 If the Contractor fails to comply with the time limits set out in this GC 7 - Claims, Disputes and Adjudication in respect of any claim or dispute, the Contractor shall have no entitlement whatsoever (including to an increase in the Contract Price, or an extension of Contract Time) in the context of an adjudication under the Construction Act, and waives the right to make any such claims or disputes in an adjudication. This GC 7.10 shall operate conclusively as an estoppel and bar in the event such claims or

disputes are brought in an adjudication and the Region may rely on this GC 7.10 as a complete defence to any such claims or disputes.

7.11 The following procedures shall apply to any adjudication the Region and the Contractor engage in under the Construction Act:

(a) any hearings shall be held at a venue within the jurisdiction of the Place of the Work or such other venue as the Region and the Contractor may agree and which is acceptable to the adjudicator;

(b) the adjudication shall be conducted in English;

(c) the Region and the Contractor may be represented by counsel throughout an adjudication;

(d) there shall not be any oral communications with respect to issues in dispute that are the subject of an adjudication between a party and the adjudicator unless it is made in the presence of both parties or their legal representatives;

(e) a copy of all written communication between the adjudicator and a party shall be given to the other party at the same time.

7.12 Any documents or information disclosed by the parties during an adjudication are confidential and the parties shall not use such documents or information for any purpose other than the adjudication in which they are disclosed and shall not disclose such documents and information to any third party, unless otherwise required by law, save and except for the adjudicator.

7.13 Notwithstanding any adjudication between the parties, there shall be no interruption of the Work pending settlement or resolution of such dispute or disagreement.

GC 8 Assignment

8.1 The Work to be performed under the Contract, or any part thereof, or any monies payable under the Contract, shall not be transferred, assigned or otherwise disposed of by the Contractor without the prior written authorization of the Region, which authorization may be unreasonably withheld. It is further agreed that the said written authorization shall not, under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract.

GC 9 Other Contractors

9.1 The Region reserves the right, at any time during the Contractor's performance of the Work or the warranty period, to request that the Contractor grant to the Region, its agents and Other Contractors, access to the Site for the purpose of constructing or installing collateral work as the Region may deem necessary. This work may include

adjustment of services, structures and service poles by utility companies or their contractors.

9.2 The Contractor shall co-ordinate the Work with the work of Other Contractors and, where applicable, prepare all connections as specified or shown in the Contract Documents.

9.3 The Contractor shall report to the Region and the Consultant any apparent deficiencies in Other Contractors' work which could affect the Work immediately upon becoming aware of the deficiencies and shall confirm such report in writing within five Business Days. Failure by the Contractor to report apparent deficiencies shall invalidate any claims against the Region by reason of the deficiencies of Other Contractors' work.

9.4 The Contractor agrees not to interfere with, or prevent, the performance of such collateral work by the agents or Other Contractors of the Region, or to claim any extra compensation or damages by reason of delays or hindrances which may be caused by the construction or installation of such collateral works.

9.5 Entry by the Region, the Consultant, or Other Contractors to the Site does not constitute acceptance of the Work and does not relieve the Contractor of its responsibilities under the Contract.

9.6 The placement, installation and connection of collateral work by the Region, its agents or Other Contractors on, and to, the Contractor's Work does not relieve the Contractor of its responsibilities under the Contract, including any warranty obligations.

9.7 In the event that the Work coincides with the work of the Region, Other Contractors, utility companies and/or Local Municipality, the Contractor shall cooperate with the Region, Other Contractors, utility companies and Local Municipality in order to facilitate free access to their work at all times. The Region reserves the right to alter the method of operations on this Contract to avoid interference with other work. The Contractor shall also provide separations in time and/or space (a minimum of 50 metres from the Other Contractors' proposed work area) in order to avoid placing the Region in the position of "Constructor" within the meaning prescribed in the *Occupational Health and Safety Act*, RSO 1990, c O.1.

GC 10 Subcontractors

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

(a) enter into contracts or written agreements with its Subcontractors to require them to perform their work in accordance with, and subject to, the terms and conditions of the Contract; and

(b) be as responsible to the Region for acts and omissions of its Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by it.

The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements it enters into with its Subcontractors.

10.2 The Contractor shall employ only those Subcontractors proposed by it in the Schedule of Subcontractors included in its Bid.

10.3 In the event that the Contractor requires a change of a Subcontractor or an additional Subcontractor, the Contractor shall obtain the prior written approval of the Region to such replacement Subcontractor or new Subcontractor, which approval may be unreasonably withheld. In no event will the Contract Price be increased as a result of such change.

10.4 The Region's consent to subcontracting or approval of a change in Subcontractor by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Region. Nothing contained in the Contract shall create a contractual relationship between a Subcontractor and the Region.

GC 11 Work Schedule

11.1 Unless specified otherwise in the Contract Documents, the Contractor shall submit a work schedule to the Region for approval within five Business Days of receipt of written notice to the Contractor to commence the Work. The work schedule shall be in a format acceptable to the Region, indicate the timing of the major activities of the Work, and be designed to ensure completion of the Work within the Contract Time. The Contractor shall not commence the Work until the work schedule has been reviewed and approved by the Region.

11.2 The Contractor shall perform the Work in accordance with the approved schedule. The Contractor shall notify the Region in writing at least 24 hours prior to any anticipated deviation from the approved schedule.

11.3 On the first Working Day of each week, the Contractor shall give the Region a written detailed schedule listing the operations and work areas for that week in a form acceptable to the Region.

11.4 Should the Contractor fail to comply with the requirements contained in this General Condition, the Region shall be entitled to withhold all, or any part, of the progress payments to be made to the Contractor until such time as the Contractor has met these requirements.

GC 12 Noise Bylaw Restrictions

12.1 The Contractor shall comply with all applicable local bylaws regarding noise and hours of work. These bylaws are under the jurisdiction of the Local Municipality, and the Region has no authority to grant exemptions from them.

12.2 All vehicles and equipment shall be equipped with efficient muffling devices to minimize noise levels at the Site. In particular, equipment such as compressors, gas and diesel driven engines shall be equipped with efficient mufflers.

12.3 The Contractor shall establish and maintain site procedures consistent with the objective that noise levels from the Site shall be minimized, with due consideration to tenants in any the Region properties, and in accordance with local bylaws.

GC 13 Notice to the Region

13.1 The Contractor shall notify the Region a minimum of 24 hours in advance of commencing a new operation or resuming an operation after a stoppage.

GC 14 Changes in the Work

14.1 The Region, without invalidating the Contract, may make Changes in the Work by providing the Contractor with a Change Order or Change Directive. The Contractor shall provide an updated schedule in the event that the Change Order or Change Directive affects the progress of the Work.

14.2 The Contractor shall not proceed with any Changes in the Work until it has received a copy of the Change Order or Change Directive signed by the Region. No claims for changes in the Contract Price or Contract Time shall be valid unless provided for by the Region in a Change Order.

14.3 Any Change Order executed by the parties shall be deemed to include any credits to be applied to the Contract Price, and any and all direct and indirect costs which will be incurred by the Contractor as a result of the Change in the Work including, but not limited to, labour, materials, equipment, bonding, insurance, overhead, profits, and delay costs, and the Contractor shall not be entitled to claim any additional compensation for these items.

14.4 The Contractor shall not be entitled to receive any additional compensation arising out of Changes in the Work other than the amounts determined and agreed to under GC 15 - Change Order, or as provided for in GC 16 - Change Directive.

14.5 If any Change in the Work is made which results in a reduction in the amount of work to be done, including reductions in any of the quantities specified in Contract Documents or the deletion of any items in the Bid, or if all or any component of the Work is deleted

from the scope of Work, the Contractor and its Subcontractors shall not be entitled to compensation for any such changes, including any claims for loss of anticipated profits.

14.6 The Contractor shall include the value of work performed under a Change Order during a Payment Period in the Proper Invoice that the Contractor submits pursuant to GC 19.2 in respect of that Payment Period.

14.7 Following completion of a Change in the Work, the Contractor shall include all outstanding costs associated with the completed Change in the Work in the next Proper Invoice the Contractor is required to give to the Region in accordance with GC 19-Certificates and Payments. Following submission of the Proper Invoice referred to in the immediately preceding sentence, the Contractor shall not be entitled to any further or additional payment or compensation of any kind whatsoever on account of the Change in the Work and waives any and all claims associated with the completed Change in the Work.

GC 15 Change Order

15.1 When a Change in the Work is proposed or requested, the Region will prepare a Contemplated Change Order ("**CCO**") describing the proposed change(s) and submit it to the Contractor for consideration.

15.2 The Contractor shall submit, within five Business Days of receipt of the CCO, or such other time agreed to by the Contractor and the Region, a quotation which includes its proposed method and amount of adjustment to the Contract Price, if any, and the proposed adjustment to the Contract Time for the work included in the CCO, together with any supporting documentation which may be required by the Region.

15.3 The Region will assess the merits of the proposed adjustments to the Contract Price and/or the Contract Time. If the Region and the Contractor agree to the adjustments in the Contract Price and/or the Contract Time, or the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order.

GC 16 Change Directive

16.1 If the Region requires the Contractor to proceed with a Change in the Work prior to the Region and the Contractor agreeing upon the adjustments to the Contract Price and/or the Contract Time, the Region shall issue a Change Directive. Upon receipt of the Change Directive, the Contractor shall promptly proceed to execute the work described in the Change Directive.

16.2 The adjustment to the Contract Price for a change carried out pursuant to a Change Directive shall be determined using one of the following methods:

(a) Estimate and acceptance of a lump sum;

(b) Unit prices set out in the Contract or subsequently agreed upon;

(c) Actual cost of expenditures and savings to perform the work attributable to the change, plus mark-up as specified in GC 17 - Mark-Ups.

16.3 In the case of a Change in the Work to be valued in accordance with the method prescribed in GC 16.2(a), the Contractor shall, within five Business Days or such other time agreed to by the Contractor and the Region, present to the Region, for approval, a detailed estimate of the costs of the Contractor and the involved Subcontractors, including products, labour itemized by man hours, labour burden and the overhead and profit of each of the involved Subcontractors shown separately.

16.4 In the case of a change to be valued under methods prescribed in GC 16.2(b) or GC 16.2(c), the form of presentation of costs and methods of measurement shall be agreed to by the Region and the Contractor before proceeding with the change.

16.5 When the method prescribed in GC 16.2(c) is used to determine the value of a Change in the Work, the Contractor shall keep and present, in such form as the Region may require, an itemized accounting of the actual cost of expenditures and savings, together with supporting data. The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the items contained in GC 16.6(a) to GC 16.6(q).

16.6 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following:

(a) salaries, wages and benefits paid to personnel in the direct employ of the Contractor, for personnel:

(i) carrying out the work, including necessary supervisory services;

(ii) engaged in the preparation of Shop Drawings, fabrication drawings, coordination drawings and as-built drawings; or

(iii) engaged in the processing of Changes in the Work.

(b) contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in GC 16.6(a);

(c) travel and subsistence expenses of the Contractor's personnel described in GC 16.6(a);

(d) all products, including cost of transportation thereof;

(e) materials, supplies, construction equipment, temporary work, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Work; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor;

(f) all tools and construction equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

(g) all equipment and services required for the Contractor's field office;

(h) deposits lost;

(i) the amounts of all subcontracts;

(j) quality assurance such as independent inspection and testing services;

(k) charges levied by authorities having jurisdiction at the Site;

(l) royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the Contractor's obligations to indemnify the Region as provided in GC 22 - Patent Fees;

(m) any adjustments in premiums for all bonds and insurance which the Contractor is required to purchase and maintain under the terms of the Contract;

(n) any adjustment in taxes, other than HST, and duties for which the Contractor is liable;

(o) charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in performing the work;

(p) removal and disposal of waste products and debris; and

(q) any additional safety measures and requirements.

16.7 The cost of any item referred to in GC 16.6 shall not include any costs or liabilities attributable to any failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the work. Any such costs shall be borne by the Contractor.

16.8 For the purpose of valuing Change Directives, the Region shall be afforded reasonable access to all of the Contractor's pertinent documents related to the cost of performing the work attributable to the Change Directive.

16.9 Pending determination of the final amount of a Change Directive, the Contractor shall include the undisputed value of work performed under a Change Directive during a

Payment Period in the Proper Invoice that the Contractor submits pursuant to GC 19.2 in respect of that Payment Period.

16.10 If the Region and the Contractor do not agree on the proposed adjustment to the Contract Time attributable to the change in the Work, or the method of determining it, the adjustment shall be deemed to be a "dispute" under GC 7 - Claims, Disputes and Adjudication.

16.11 If the Region and the Contractor agree to the adjustments in the Contract Price and/or Contract Time, or the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order.

GC 17 Mark-Ups

17.1 Any mark-ups payable under the Contract shall be in accordance with the following Table of Mark-Ups. The Subcontractor and Contractor's percentage fee mark-ups include all necessary supervision, general account items, general clean-up, small tools, as-built drawings and job safety necessary to perform the change.

TABLE OF MARK-UPS*		
Costs	Subcontractor and Contractor's Own Forces Mark Up (%) (includes overhead and profit)	Contractor Mark Up (%) on Subcontractor Work (includes overhead and profit)
$1.00 to $10,000.00	10	5
$10,000.01 to $50,000.00	8	5
Over $50,000.00	5	3

* each percentage specified in the table above is not cumulative but is applied to the costs only

GC 18 Cash Allowances

18.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. The scope of work or costs included in such cash allowances shall be as described in the Contract Documents.

18.2 The Contract Price, and not the cash allowances, includes the Contractor's overhead and profit in connection with such cash allowances.

18.3 Expenditures under cash allowances must be authorized by the Owner in writing.

18.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant's direction, to cover the shortfall, and, in that case, there shall be no

additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount of all cash allowances shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.

18.5 The Contractor shall have no claim on any unused portion of any cash allowance item. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in GC 18.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.

18.6 The value of the work performed under a cash allowance is eligible to be included in progress payments. The Contractor shall submit, with the application for payment, documentation showing the date of purchase, the vendor from which the purchase was made, the date of delivery of the Product or service, and the price, including delivery to the Site and all applicable taxes. Cash allowance payments will only be made with the written authorization of the Region, and shall not include any markups whatsoever.

18.7 The Contractor shall consult with the Region and/or the Consultant in the selection of the Products, services and/or vendors required to carry out the work under the cash allowance, and shall obtain the Region's approval for the selection of Products, services and/or vendor(s) in relation to the cash allowance.

18.8 The Contractor shall obtain competitive bids from a minimum of three vendors for portions of the Work to be paid for out of cash allowances unless otherwise directed by the Region. The Constructor shall submit the bids received to the Region and/or the Consultant for approval.

GC 19 Certificates and Payments

19.1 Pre-Invoice Submission Meeting

(a) Five Days prior to the end of the Payment Period, or at such other time agreed to by the Region and the Contractor in writing, the Contractor, the Region and the Consultant shall attend a meeting to discuss and review the work completed during the Payment Period, including quantities if applicable (the "**Pre-Invoice Submission Meeting**"). In the event that the scheduled date for the Pre-Invoice Submission Meeting is not a Business Day, the Pre-Invoice Submission Meeting shall occur on the next Business Day, or on another Day agreed to by the Contractor and the Region in writing.

(b) The Contractor shall bring with it to the Pre-Invoice Submission Meeting the following:

(i) its Preliminary Estimate for Payment for the current Payment Period;

(ii) any documents the Contractor is required to bring to the Pre-Invoice Submission Meeting as stipulated in the Specifications;

(iii) any other documents reasonably required by the Consultant.

19.2 Submission of a Proper Invoice

(a) The Contractor shall give a Proper Invoice to the Commissioner and Consultant, in accordance with GC 19.2(b), for work performed during a Payment Period on the fourteenth (14th) Day following the conclusion of the Payment Period to which the Proper Invoice relates (the "**Proper Invoice Submission Date**"), subject to the following:

(i) if the fourteenth (14th) Day following the conclusion of the Payment Period to which a Proper Invoice relates falls on a Day that is not a Business Day, the Proper Invoice Submission Date shall be deemed to fall on the next Business Day; and

(ii) if the fourteenth (14th) Day following the conclusion of the Payment Period to which a Proper Invoice relates falls on a Day during the month of December, the Proper Invoice Submission Date shall be deemed to fall on the next Business Day in January of the following year.

(b) Proper Invoices shall be given in accordance with the following:

(i) Proper Invoices shall be uploaded to https:constructioninvoices.york.ca (the "**PI Portal**");

(ii) Proper Invoices shall be uploaded during the hours of 8:30 a.m. to 4:30 p.m. (EST) on the Proper Invoice Submission Date.

(iii) If a Proper Invoice is uploaded after 4:30 p.m. on the applicable Proper Invoice Submission Date, the Proper Invoice will not be considered or reviewed by the Commissioner and Consultant until the next Proper Invoice Submission Date, at which point the Proper Invoice will be deemed to have been given to the Commissioner and the Consultant. Notwithstanding GC 19.2(a) and the immediately preceding sentence, if a Proper Invoice is uploaded after 4:30 p.m. (EST) on the Proper Invoice Submission Date, the Region reserves the right, in its absolute and unfettered discretion, to consider the Proper Invoice as being given in accordance with the Construction Act on the date and at such time as it was uploaded. The Region's exercise of the right conferred to it in this paragraph shall not be construed as a waiver of any of its rights or waive or release the Contractor's obligations to strictly comply with the requirements prescribed in GC 19.2.

(iv) If the Proper Invoice is uploaded before the Proper Invoice Submission Date, the Proper Invoice will not be considered or reviewed by the Commissioner and Consultant until the applicable Proper Invoice Submission Date, at which point the Proper Invoice will be deemed to have been given to the Commissioner and Consultant.

(c) The Parties hereby consent to the giving and receiving of Proper Invoices in accordance with the requirements of GC 19.2(b), and without limiting the generality of the foregoing, consent to the giving and receiving of Proper Invoices through the PI Portal and the giving and receiving of Notices of Non-Payment by email.

(d) The requirements of GC 19.2(b) are of the essence. In order for a Proper Invoice to be considered received by the Region in accordance with the Construction Act, it must be given in accordance with the requirements of GC 19.2(b).

(e) Proper Invoices shall be submitted substantially in the form attached as Appendix A.7.

(f) Proper Invoices must contain, in addition to the information prescribed by section 6.1 of the Construction Act, the following:

(i) Proper Invoice application number

(ii) Contract number and brief description of the Contract

(iii) Purchase Order number

(iv) references to the fax number and e-mail address in the billing contact information

(v) references to item number(s) and item description(s) when describing the services and materials supplied

(vi) a valid WSIB Certificate of Clearance

(vii) a critical path schedule if requested by the Region

(viii) contemplation, and reflection in the amount payable, of all of the following to the extent they are applicable:

(a) basic holdback

(b) holdback for finishing work

(c) statutory lien holdbacks

(d) maintenance security

(e) applicable taxes

(ix) for all Proper Invoices except the first one, either:

(a) a declaration, in the form contained in the form of Proper Invoice attached as Appendix A.7, that all accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in performing the Work, and for which the Region might in any way be held responsible, have been paid in full except for statutory holdback monies properly retained; or

(b) a declaration by the Contractor as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor

(g) An invoice the Contractor submits which it purports to be a Proper Invoice but which does not meet the requirements of GC 19.2(e) and GC 19.2(f) shall not constitute a Proper Invoice and the Region shall be under no obligation to consider or review such invoice. Invoices submitted by the Contractor shall be considered to be a Proper Invoice, properly received by the Region in accordance with the requirements of the Contract and the Construction Act, unless the Region or the Consultant advises the Contractor otherwise.

(h) The requirements of GC 19.2 are of the essence.

(i) The services or materials, including quantity(ies), supplied that are described in a Proper Invoice are not required to be made by strict measurement or with exactness, but may be approximate only.

(j) The Region and the Consultant shall review the Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.

(k) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act, the Region shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

(l) The Region reserves the right, in its sole, absolute and unfettered discretion, to permit the Contractor to correct an error in an invoice that the Contractor purported to be a Proper Invoice and gave to the Region. The Region shall be under no obligation to exercise the right conferred to it under this GC 19.2(l).

19.3 Substantial Performance of the Contract

(a) When the Contractor considers the Contract to be substantially performed, the Contractor shall submit an application for Substantial Performance of the Contract to the Commissioner and the Consultant. The application shall include:

(i) a comprehensive list of all items of work remaining to be completed or corrected. Failure to include an item on the list shall not release the Contractor from its responsibility to complete all items of Work in accordance with the terms of the Contract

(ii) a written declaration, in the form attached as Appendix A.2, confirming that the Contractor is not engaged in, nor aware of, any adjudication and that the Contractor has made reasonable enquiries to confirm this;

(iii) a Preliminary Estimate for Payment covering all work performed up to the date of Substantial Performance of the Contract since the last Proper Invoice submission;

(iv) all outstanding guarantees required pursuant to the Specifications;

(v) all outstanding manufacturers' guarantees covering rated output, efficiency and performance for all operating equipment forming part of the Work;

(vi) complete operating and maintenance instructions for equipment and apparatus furnished under the Contract, and all required record drawings, if not already provided;

(vii) any other documents specified in the Specifications; and

(viii) any other documents reasonably required by the Consultant.

(b) After submitting its application for Substantial Performance of the Contract, the Contractor shall meet with the Region and the Consultant to review and reconcile the value of work performed, deficient work and outstanding work.

(c) Provided the Contract meets the requirements for Substantial Performance of the Contract, the Commissioner shall issue a Certificate of Substantial Performance of the Contract in the prescribed form (the "**Certificate of Substantial Performance**") to the Contractor, specifying the date upon which Substantial Performance of the Contract was attained.

(d) The Contractor shall arrange, at its own expense, for the publication of the Certificate of Substantial Performance in the Daily Commercial News.

(e) The publication of the Certificate of Substantial Performance, as arranged for by the Contractor, shall constitute a waiver by the Contractor of all claims whatsoever against the Region under this Contract up to the date of Substantial Performance of the Contract, whether for a change in the Contract Price, an extension of the Contract Time, or both, except those made in writing prior to the Contractor's application for Substantial Performance of the Contract and still unsettled.

19.4 Release of Basic Holdback

(a) No later than 15 Days following the issuance of the Certificate of Substantial Performance, the Contractor shall submit the following to the Region and the Consultant in accordance with GC 19.2(b):

(i) a Proper Invoice that covers the unpaid work completed up to the date of Substantial Performance of the Contract and which complies with the requirements for a Proper Invoice as specified in GC 19.2(e) and GC 19.2(f);

(ii) proof of publication of the Certificate of Substantial Performance;

(iii) a release, in the form attached as Appendix A.1, releasing the Region from all further claims relating to the Contract except for claims for work performed after the date of Substantial Performance of the Contract and claims pursuant to GC 7 - Claims, Disputes and Adjudication made prior to Substantial Performance of the Contract which remain unresolved; and

(iv) a written declaration, in the form attached as Appendix A.2, confirming that the Contractor is not engaged in, nor aware of, any adjudication and that the Contractor has made reasonable enquiries to confirm this.

(b) The requirements of GC 19.4 are of the essence.

(c) The Region and the Consultant shall review the Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.

(d) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act, the Region shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

(e) The Region and the Consultant shall review the documents submitted by the Contractor pursuant to GC 19.4 and advise the Contractor of any amounts of the basic holdback that the Region refuses to pay and shall, in accordance with the Construction Act, arrange for the publication of a Notice of Non- Payment of Holdback in the prescribed form in the Daily Commercial News.

(f) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act and provided the time period for preserving any claims for liens for materials or services supplied prior to Substantial Performance of the Contract have expired, the Region shall pay the undisputed amount of the basic holdback to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

19.5 Total Performance of the Contract

(a) When the Contractor considers the Contract to be complete, the Contractor shall submit an application for Total Performance of the Contract to the Commissioner and the Consultant. The application shall include:

(i) a comprehensive list of all items of work remaining to be completed or corrected. Failure to include an item on the list shall not release the Contractor from its responsibility to complete all items of Work in accordance with the terms of the Contract;

(ii) a written declaration, in the form attached as Appendix A.2, confirming that the Contractor is not engaged in, nor aware of, any adjudication and that the Contractor has made reasonable enquiries to confirm this;

(iii) a Preliminary Estimate for Payment covering all Work performed up to the date of Total Performance of the Contract since the last Proper Invoice submission;

(iv) all outstanding guarantees required pursuant to the specifications;

(v) all outstanding manufacturers' guarantees covering rated output, efficiency and performance for all operating equipment forming part of the Work;

(vi) complete operating and maintenance instructions for equipment and apparatus furnished under the Contract if not already provided;

(vii) all Contractor's record drawings, as built drawings, records and related data;

(viii) all permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction over the Work or the Place of the Work;

(ix) proof that all claims, including taxes, arising from, or in respect of, the Work and any liens arising from the same which shall have been claimed, filed or recorded have been finally and conclusively satisfied and released;

(x) any other documents specified in the Specifications; and

(xi) any other documents reasonably required by the Consultant.

(b) After submitting its application for Total Performance of the Contract, the Contractor shall meet with the Region and the Consultant in order to review and reconcile the value of work performed, deficient work and outstanding work.

(c) Provided the Contract meets the requirements for Total Performance of the Contract, the Commissioner shall issue a Certificate of Total Performance of the Contract (the "**Certificate of Total Performance**") to the Contractor, specifying the date upon which Total Performance of the Contract was attained. Following the

issuance of the Certificate of Total Performance, the Contractor shall promptly execute the Certificate of Total Performance.

(d) The Contractor's execution of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims whatsoever against the Region under this Contract up to the date of Total Performance of the Contract, whether for a change in the Contract Price, an extension of the Contract Time, or both, except those made in writing prior to the Contractor's application for Total Performance of the Contract and still unsettled.

19.6 Release of Holdback for Finishing Work

(a) No later than 15 Days following the issuance of the Certificate of Total Performance of the Contract, the Contractor shall submit the following to the Commissioner and the Consultant in accordance with GC 19.2(b):

(i) a Proper Invoice that covers the unpaid work completed up to the date of Total Performance of the Contract and which complies with the requirements for a Proper Invoice as specified in GC 19.2(e)and GC 19.2(f);

(ii) a signed copy of the Certificate of Total Performance;

(iii) a release from the Contractor, in the form attached as Appendix A.3, releasing the Region from all further claims relating to the Contract except for claims for work performed after the date of Total Performance of the Contract and claims pursuant to GC 7 - Claims, Disputes and Adjudication made prior to Total Performance of the Contract which remain unresolved; and

(iv) a written declaration, in the form attached as Appendix A.2, confirming that the Contractor is not engaged in, nor aware of, any adjudication and that the Contractor has made reasonable enquiries to confirm this.

(b) The requirements of GC 19.6 are of the essence.

(c) The Region and the Consultant shall review the Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.

(d) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act, the Region shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

(e) The Region and the Consultant shall review the documents submitted by the Contractor pursuant to GC 19.6 and advise the Contractor of any amounts of the holdback for finishing work that the Region refuses to pay and shall, in accordance

with the Construction Act, arrange for the publication of a Notice of Non- Payment of Holdback in the prescribed form in the Daily Commercial News.

(f) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act and provided the time period for preserving any claims for liens for materials or services supplied prior to Total Performance of the Contract have expired, the Region shall pay the undisputed amount of the holdback for finishing work to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

19.7 Completion of Subcontract

(a) When the Contractor considers a subcontract (the "**Subcontract**") to be complete, and all required inspection and testing of the Work covered by the Subcontract have been finished, the Contractor may submit an application for certification of completion of the Subcontract to the Commissioner and the Consultant.

(b) The application for certification of completion of the Subcontract shall include the following information and documentation with supporting particulars, at a minimum:

(i) a Declaration of Last Supply under subsection 31(5) of the Construction Act from the Subcontractor;

(ii) valid WSIB Certificates of Clearance from the Contractor and the Subcontractor

(iii) a statutory declaration from the Subcontractor, in the form attached as Appendix A.4, that all accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the Subcontractor in performing the work under the Subcontract, and for which the Region might in any way be held responsible, have been paid in full except for statutory holdback monies properly retained

(iv) a release from the Contractor and the Subcontractor, in the form attached as Appendix A.5, releasing the Region from all further claims relating to the Subcontract; and

(v) a written declaration, in the form attached as Appendix A.2, confirming that the Contractor is not engaged in, nor aware of, any adjudication and that the Contractor has made reasonable enquiries to confirm this.

(c) Upon receipt of the application for certification of completion of the Subcontract, the Commissioner and the Consultant may, at their sole discretion, review the application to determine whether the Subcontract is complete.

(d) Provided the Subcontract is complete, the Commissioner may issue a Certificate of Completion of Subcontract, in the prescribed form, to the Contractor specifying the date of completion of the Subcontract.

19.8 Proper Invoice for Release of Holdback with Respect to a Completed Subcontract

(a) No later than 15 Days following the issuance of the Certificate of Completion of Subcontract, the Contractor shall submit a Proper Invoice for the release of holdback with respect to a completed Subcontract (the "**Proper Invoice for Subcontract Holdback**") to the Region and the Consultant in accordance with GC 19.2(b). The Proper Invoice for Subcontract Holdback shall comply with the requirements of GC 19.2(e) and GC 19.2(f).

(b) The requirements of GC 19.8(a) are of the essence.

(c) the Region and the Consultant shall review the Proper Invoice for Subcontract Holdback and advise the Contractor of any disputed amounts.

(d) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act, the Region shall pay all undisputed amounts under the Proper Invoice for Subcontract Holdback to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

(e) Immediately upon receipt of the statutory holdback funds the Contractor shall give to the Subcontractor the payment due under the Subcontract.

19.9 Final Proper Invoice

(a) On a date mutually agreeable to the Contractor and the Region, the Region, the Contractor and the Consultant shall attend a meeting to review and reconcile the final quantities and Work performed and agree upon any adjustments to the Contract Price that may be required (the "**Final Quantity Reconciliation Meeting**").

(b) On the fourteenth (14th) Day following the Final Quantity Reconciliation Meeting, the Contractor shall submit to the Region and the Consultant in accordance with GC 19.2(b) a final Proper Invoice that reflects any amounts to be paid by, or credits that are due to, the Region as a result of any required adjustments to the Contract Price (the "**Final Proper Invoice**"). The Final Proper Invoice shall comply with the requirements of a Proper Invoice as specified in GC 19.2(e) and GC 19.2(f).

(c) The Contractor shall submit to the Region, together with the Final Proper Invoice, any other documentation and information that the Consultant reasonably requires.

(d) The requirements of GC 19.9(b) and GC 19.9(c) are of the essence.

(e) The Region and the Consultant shall review the Final Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.

(f) Provided the Region has not received a claim for lien or written notice of a lien under the Construction Act, the Region shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 - Payment and the Construction Act.

19.10 Release of the statutory holdback funds shall not relieve the Contractor, or its surety, from any obligations under this Contract.

19.11 No payment made by the Region under the Contract, or partial or entire use or occupancy of the Work by the Region, nor the fact that the Region did not give a Notice of Non-Payment pursuant to the Construction Act in respect of a Proper Invoice, shall constitute an acceptance of work or Products which are not in accordance with the requirements of the Contract.

19.12 Upon receipt of final payment under the Contract, the Contractor shall be deemed to have expressly waived and released the Region from all claims including, without limitation, those that might have arisen from the negligence or breach of contract by the Region, except those made pursuant to GC 7 - Claims, Disputes and Adjudication prior to the Contractor's submission of the Final Proper Invoice which remain unresolved.

19.13 Notwithstanding GC 2.1, in the event of a conflict between the provisions of GC 19 - Certificates and Payments and Article A-9 - Rights and Remedies, paragraph 9.1, the provisions of GC 19 - Certificates and Payments shall govern.

19.14 The Contractor shall not be entitled to claim, demand or receive any interest as a result of delays in approval or payment by the Region except as expressly permitted under the Construction Act.

19.15 Subject to the Construction Act, any amounts payable to the Region by the Contractor pursuant to the Contract Documents, may be retained out of any monies due, or which may become due, from the Region to the Contractor under the Contract or, if the Contractor becomes insolvent, under any other contract between the Contractor and the Region, and may be recovered from the Contractor or its sureties, or any or either of them, as a debt due to the Region. In addition, the Commissioner shall have full authority to retain monies if circumstances arise which may indicate the advisability of so doing, though the sum to be retained may be unascertained. For greater clarity any amounts payable to the Region by the Contractor pursuant to the Contract Documents, or any deductions, retainage or withholdings the Region is entitled to make pursuant to the Contract Documents, shall entitle the Region to refuse to pay all or any portion of

the amounts payable under Proper Invoices on account of such amounts payable, deductions, retainage or withholdings.

19.16 In the event that any portion of the Work is defective or is not performed in accordance with the Contract, the Region may retain as a holdback an amount equal to twice the estimated cost which the Region or the Consultant estimates will be incurred to correct the Work until the Work has been corrected to the satisfaction of the Region. In the event that the Contractor fails to correct/complete the Work to the satisfaction of the Region within 15 Working Days of receipt of written notice of the defective work, the Region may proceed to correct/complete the Work and shall deduct its costs from the holdback provided for in this provision without further notice to the Contractor.

19.17 In the event that any insurance policy required to be maintained by the Contractor under the Contract has lapsed, or the Region has received notice from the insurer of cancellation of coverage thereunder, the Region may withhold payment until a current certificate of insurance has been provided in a form satisfactory to the Region.

GC 20 Taxes and Duties

20.1 The Contractor shall pay all sales taxes, customs duties and excise taxes with respect to the Contract.

20.2 The prices submitted by the Contractor shall be net of sales taxes and shall include any reduction in the Contractor's operating costs due to rebating of any sales taxes.

20.3 Any increase or decrease in the Contractor’s costs due to changes in taxes and duties after the date of the Bid, which were not anticipated at the time of bidding, shall increase or decrease the Contract Price accordingly.

20.4 The Contractor shall submit its claim for an increase to the Contract Price as a result of increased taxes and/or duties prior to Substantial Performance of the Contract.

20.5 The Region reserves the right to make deductions from progress payments in order to compensate for the estimated benefit to the Contractor as a result of decreased taxes and/or duties. Such deductions will be set-off from payments to the Contractor pending receipt of a statement of benefits resulting from a decrease in taxes and/or duties, at which time a final adjustment will be made.

20.6 the Region shall pay to the Contractor Harmonized Sales Tax (“HST”) for all work performed under the Contract. The Contractor shall provide the Region with all information and other assistance necessary to enable the Region to obtain any input tax credit to which it may be entitled and, if the Contractor does not do so, the Region may withhold or deduct the equivalent of the benefit of the input tax credit(s) from any amounts otherwise due to the Contractor.

20.7 Subject to GC 20.6, the Region shall pay to the Contractor amounts owing in respect of the HST on the earlier of:

(a) the Day on which payment is made pursuant to GC 19 - Certificates and Payments; and

(b) the last Day of the calendar month immediately after the month in which Substantial Performance of the Contract was attained.

However, no HST is payable in respect of any holdback or retainer amounts until the earlier of:

(c) the date upon which the holdback or retainer becomes due; and

(d) the date upon which it is paid.

GC 21 Laws, Notices, Permits and Fees

21.1 The Contractor acknowledges that the Work is subject to the permits and approvals listed in Article A-3 - Contract Documents and Reference Documents and agrees to comply with any and all requirements of those permits and approvals and any other permits and approvals obtained during the course of the Work.

21.2 The Contractor and its Subcontractors shall obtain all necessary permits, approvals, licences and certificates and pay the fees required for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.

21.3 The Contractor shall give the required notices, and comply with and enforce the laws, ordinances, rules, statutes, regulations, codes and orders of the applicable authorities which are in force or come into force during the performance of the Work, including those relating to the Work, the preservation of the public health, the environment and construction safety.

21.4 If it comes to the Contractor's attention that the Contract is not in compliance with applicable laws, ordinances, rules, regulations and codes, and requires modification, the Contractor shall notify the Region and the Consultant in writing requesting direction immediately upon becoming aware of such suspected non-compliance.

21.5 If the Contractor fails to notify the Region and the Consultant in writing and obtain its direction pursuant to GC 21.4, and performs work knowing it to be contrary to any applicable laws, ordinances, rules, regulations, codes and orders, the Contractor shall be responsible for, and correct, the violations thereof, and shall be responsible for all costs, expenses and damages attributable to its failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

21.6 The Contractor shall, at its own expense, obtain all necessary approvals, consents and permits required for the removal and disposition of excavation material.

21.7 The Contractor shall not be entitled to payment of, or to claim for, costs incurred as a result of laws, ordinances, rules, statutes, regulations, codes, and orders of the applicable authorities that were in force at the time of bid closing. If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, statutes, regulations, codes, and orders of the applicable authorities which were not anticipated at the time of bid closing and which affect the cost of the Work, either party may submit a claim for a change to the Contract Price.

21.8 In addition to any other obligation of the Contractor hereunder:

(a) the handling and storage of explosives shall be carried out in accordance with the regulations issued by the Explosives Regulatory Division of Natural Resources Canada; and

(b) work in tunnels or open caissons shall be carried out in accordance with the regulations issued pursuant to the *Occupational Health and Safety Act,* RSO 1990, c O.1.

GC 22 Patent Fees

22.1 The Contractor shall pay all royalties and patent licence fees required for the performance of the Work. The Contractor shall indemnify, hold harmless and defend the Region, the Consultant, the Local Municipality and their respective directors, officers, council members, partners, agents and employees harmless from and against all claims, demands, losses, costs, damages, actions, suits, and proceedings arising out of the Contractor's performance of the Work which are attributable to an infringement, or an alleged infringement, of a patent or invention by the Contractor, its Subcontractors, agents or assigns.

GC 23 Workplace Safety & Insurance

23.1 Upon execution and delivery of the Contract, prior to commencing the Work and as required in accordance with the terms of this Contract, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect to workplace safety and insurance, including payments due thereunder.

23.2 At any time during the term of the Contract, when requested by the Region, the Contractor shall provide such evidence of compliance by itself and its Subcontractors.

23.3 If the Contractor, at any time, fails to pay any assessment or compensation required to be paid with respect to workplace safety and insurance, the Region may pay such assessment or compensation and charge the cost thereof to the Contractor.

23.4 In the event that the Contractor is a sole proprietor, an Independent Operators Ruling is required. The Contractor shall download the correct form, that corresponds to the

classification of work for this Contract, from the Workplace Safety and Insurance Board ("**WSIB**") website and submit the completed form to the WSIB in order to receive the Independent Operators Ruling. The WSIB ruling must be submitted to the Region prior to commencement of the Work.

23.5 In the event that the Contractor will not be providing a WSIB Certificate of Clearance, Employers Liability insurance coverage in the amount of $5,000,000.00 will be required. Evidence of this coverage shall be provided to the Region on the Region's standard 'Certificate of Insurance' form.

GC 24 Indemnification and Claims Handling

24.1 The Contractor shall indemnify, hold harmless and defend the Region, the Consultant, the Local Municipality and their respective directors, officers, council members, partners, agents and employees from and against all claims, demands, losses, costs (including all legal costs), damages, actions, suits and proceedings that arise directly or indirectly out of, or are attributable to, the Contractor's performance of, or failure to perform, the Work or out of the condition of the Work, the Site, adjoining lands or roadways used in connection with the performance of the Work, including any act or omission of the Contractor or its agents, any Subcontractors, employees, workers or other persons for whom the Contractor is in law responsible. This indemnification shall include any legal costs incurred by the Region on a substantial indemnity basis, including those incurred to defend any criminal or quasi-criminal prosecutions against the Region resulting from the actions of the Contractor.

24.2 The Contractor shall respond to, and deal with, all third-party claims in a prompt, courteous and efficient manner. The Contractor shall contact all third-party claimants and acknowledge receipt of all third-party claims by telephone within one Business Day, and in writing within three Business Days, upon being notified in writing of the third-party claim. The Contractor shall immediately, upon receipt of any third-party claim, provide the Region's Controllership Office with notice of the third-party claim. The Contractor shall also provide the Region's Controllership Office with copies of all correspondence between the Contractor or its agents and the third-party claimant.

24.3 The Contractor shall not advise the third-party claimant that the Region is responsible for their claim.

24.4 If, in the sole discretion of the Region's Controllership Office, acting reasonably, a claim is not being dealt with in a manner consistent with the provisions of this Contract, which includes, without limiting the generality of the foregoing:

(a) failure of the Contractor to acknowledge receipt of the third-party claim in the manner set out in GC 24.2; and

(b) failure to resolve the third-party claim to the satisfaction of the Region within 90 Days of receipt of the third-party claim;

the Region may appoint an insurance adjuster or other person to settle any third-party claims arising from this Contract. Any money paid by the Region in satisfaction of any third-party claim determined to be the Contractor's responsibility, plus all associated costs incurred by the Region, shall be deducted from monies owing to the Contractor by the Region.

24.5 Notwithstanding GC 24.4 the Region may withhold funds in the amount of any third-party claim received, plus the greater of $1,000.00 or 25% of the amount claimed, from monies owing to the Contractor by the Region under this Contract.

GC 25 Insurance

25.1 Without restricting the generality of GC 24 - Indemnification and Claims Handling, the Contractor shall obtain, maintain, pay the premium(s) and any deductibles for, and provide evidence of, insurance coverage as listed in Schedule A. The insurance shall be taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the Region's Risk Manager.

25.2 The forms of the insurance policies shall in all respects be satisfactory to the Region's Risk Manager and shall be maintained continuously from the commencement of the Work until the Work has been completed to the satisfaction of the Region.

25.3 The policies shall be endorsed to provide the Region with not less than 30 Days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

25.4 The Contractor shall provide the Region with proof of insurance, by submitting an original Certificate of Insurance on the Region's standard "Certificate of Insurance" form upon execution and delivery of the Contract, prior to commencement of the Work and thereafter upon request by the Region. In lieu of an original Certificate of Insurance, the Region may accept an electronic copy provided it is e-mailed or faxed by the Contractor's insurance broker directly to the Region.

25.5 If the Contractor fails to provide or maintain insurance as required in this General Condition or elsewhere in the Contract, then the Region may elect to:

(a) withhold payment of funds until a current certificate of insurance or other sufficient evidence has been provided in a form satisfactory to the Region, or

(b) provide and maintain such insurance policies directly and give evidence thereof to the Contractor, Consultant and Local Municipality, as applicable, and all such costs, including administration costs, shall be payable to and recoverable by the Region.

GC 26 Method of Carrying on the Work

26.1 The Contractor shall consult with the Region as to the methods of carrying on the Work, the area(s) for storage of materials and erection of temporary facilities, the area(s) for parking of vehicles, the points of access to the Site, and other information pertinent to the Work, and such consultation shall in no way release the Contractor from its responsibility for such matters pursuant to the Contract.

26.2 No extra charges will be allowed due to the obstructions on the Site incidental to carrying out the Work. The Contractor shall provide temporary bridging, ramps, and other structures as required over excavations, pits, soft spots, grass, and landscaped areas for its own access to undertake the Work, and such temporary structures shall be removed and all damage repaired, all at the expense of the Contractor, prior to completion of the Work.

GC 27 Working Areas

27.1 When deemed necessary by the Region, it shall provide the Contractor with an area(s) designated as working space for construction, storage and access purposes. The Contractor shall confine its operations to these area(s).

27.2 The Region will review and, if acceptable, arrange for any additional working areas which the Contractor may require. Payment for additional areas will be the responsibility of the Contractor.

27.3 In no case shall the Contractor occupy private property without prior written approval from the owner of the private property and the Region.

GC 28 Temporary Buildings

28.1 The locations of temporary buildings to be used for staff and construction purposes, and the type of buildings to be used, must be approved by the Region before work commences.

28.2 Temporary buildings must be kept in a clean and tidy condition so as not to become a danger or nuisance to the adjoining properties.

28.3 When temporary building facilities are no longer needed for the Work, they shall be promptly dismantled, unless otherwise specified or directed, and removed from the Site, and all damage resulting therefrom shall be repaired by the Contractor at its own expense.

GC 29 Temporary Water and Power

29.1 The Contractor shall be responsible for the provision of all temporary water, power and light services required for the performance of the Work. The Contractor shall make all

necessary applications, obtain all required permits, and pay all fees and charges for such services and their use.

29.2 Mains operated temporary power and light systems shall be subject to the inspection and approval of the inspection branch of the local hydro authority or other applicable authority.

GC 30 Protection of Work

30.1 The Contractor shall take all precautions to protect the Work against any damage including, but not limited to, the effects of low temperatures, excessive heat or moisture. Should the Contractor fail to adequately protect the Work, all damage and adversely affected portions of the Work shall be promptly repaired by the Contractor to the Region's satisfaction and at no cost to the Region.

30.2 At Regional properties bounded by security fence, the Contractor shall provide auxiliary locks for existing gates and ensure that the gates are open only at times when access to the Site is required. The gates shall be kept closed and locked at all other times.

GC 31 Private Property

31.1 The Contractor shall keep all property owners who may be inconvenienced in any way by the performance of the Work informed of such work by providing at least 48 hours' advance notice. This requirement applies, but is not limited, to cutting off driveways, disrupting services, removing mailboxes or in any way disrupting mail service, temporary drainage problems and encroachment on private property. The Contractor shall also advise the Region of any removal of mailboxes or disruption of mail service in order to permit the Region to notify the postal service.

31.2 All damage to private property shall be immediately brought to the attention of the property owner and the Region with a schedule outlining when, and how, the damage will be repaired.

GC 32 Protection of Property

32.1 The Contractor shall take all precautions to protect the Site, the Region's property, and all property adjacent to, or in, the vicinity of the Site from damage and shall be responsible for any damage which occurs as a result of the Contractor's performance of, or failure to perform, the Work.

32.2 Should the performance or non-performance by the Contractor result in damage to the Site, the Region's property, and/or any property adjacent to or in the vicinity of the Site, the Contractor shall rectify such damage at its own expense. Alternatively, the Region may repair the damage and deduct the costs thereof from any monies owing to the Contractor.

GC 33 Protection of Trees

33.1 The Contractor shall protect all existing trees and other vegetation at, or adjacent to, the Place of Work.

33.2 Unless specified otherwise in the Contract Documents or directed by the Region, any such trees or vegetation which, in the opinion of the Region, have been damaged beyond repair by the Contractor's activities shall be replaced by the Contractor, at its sole expense, with trees or vegetation of a similar size and species, or such other size and species as may be approved by the Region. The replacement trees and vegetation shall be subject to the same period of maintenance as for the Work under the Contract.

GC 34 Protection of Utilities and Adjacent Structures

34.1 The Contractor is responsible for the location and protection of all utilities and underground services within the Site during the performance of the Work.

34.2 The Contractor shall, at its own expense and in a manner approved by the Region, sustain in their place and protect from injury any and all gas mains, public or private sewers and drains, conduits, service pipes, pavement, utility pole lines, overhead wires, telephone lines, cable lines, fences, sidewalks, curbs and all other structures or property adjacent to, or within, the Site, whether over or under ground (the "**Utilities**"). The Contractor shall assume all costs and expenses arising from any damage caused to any of the Utilities as a result of the Work.

34.3 The Contractor shall make all inquiries, and perform all investigations, needed to obtain all required information as to the location of the Utilities. The Region does not ensure the accuracy of any information it furnishes, and the Contractor shall have no basis for any claim against the Region for any damages or extra work caused by relying on such information.

34.4 If a Utility interferes with the performance of the Work, the Contractor shall continue with the Work at another appropriate location until clearance is obtained. If there is no suitable alternate location the Contractor may be required to cease operations temporarily. The Contractor shall not be entitled to any claims for damages or costs arising from such a delay.

34.5 A list of required utility relocations known at the time of tender, if any, is provided in the Supplementary Conditions. The Region does not guarantee the accuracy of the information provided, and the Contractor shall not be entitled to any claims for damages or costs incurred as a result of delays in the Utility relocations.

GC 35 Dust and Paint Particle Control

35.1 The Contractor shall undertake all dust and paint particle control measures to prevent nuisances resulting from any phase of its operation. Dust and paint particle control practices shall be carried out at all locations within, or adjacent to, the Site, or which may be affected by the performance of the Work.

GC 36 Damages and Mutual Responsibility

36.1 If the Region suffers damage in any manner because of any wrongful act or neglect of the Contractor, or of anyone for whom the Contractor is responsible in law, then the Region shall be reimbursed by the Contractor for such damage.

36.2 If the Contractor causes damage to any Other Contractor, the Contractor agrees, upon receipt of notice of the damage, to settle with such Other Contractor by agreement or arbitration, if such Other Contractor will so settle. If such Other Contractor sues the Region on account of damage alleged to have been so sustained, the Region shall notify the Contractor and may require that the Contractor defend the action at the Contractor's expense. If a final order or judgment against the Region arises therefrom, the Contractor shall pay or satisfy the order or judgment and pay any and all costs incurred by the Region with respect to the action.

GC 37 Bonds

37.1 On or before the execution of the Contract, the Contractor shall provide to the Region:

(a) a performance bond in the amount of 100% of the Estimated Contract Price in the form called for in the Bid Documents; and

(b) a labour and material payment bond in the amount of 50% of the Estimated Contract Price in the form called for in the Bid Documents.

37.2 Such bonds shall be issued by a surety company licensed under the *Insurance Act, RSO 1990*, c. I.8, as amended, and approved by the Region, and shall be maintained in good standing until the fulfillment of the Contract.

GC 38 Warranty

38.1 The Contractor agrees to promptly correct, at its own expense, all defects and deficiencies in the Work which appear prior to, and during, the warranty period specified in Article A-6 - Warranty Period.

38.2 The Contractor agrees to correct, and pay for, any damage resulting from corrections performed pursuant to GC 38.1.

38.3 Specified warranty periods shall not be construed as limiting the provisions of GC 24 - Indemnification and Claims Handling.

38.4 The Contractor shall, at its own expense, perform replacement work and rectify defects and deficiencies at times convenient to the Region, which may require work outside of normal working hours.

38.5 The remedies of the Region pursuant to this GC 38 - Warranty shall not prevent the Region from taking any action or seeking any right or remedy otherwise available to it for breach of any provisions of the Contract. In addition, the time periods referred to above, or such longer time periods as may be specified elsewhere in the Contract Documents, shall not be construed as a limitation on the time during which the Region may pursue such other action or remedy.

GC 39 Liquidated Damages

39.1 Without prejudice to any other remedy available to the Region, if the Contractor:

(a) fails to complete the Work within the Contract Time, the Contractor shall pay to the Region the amount per Day specified in Article A-7 - Liquidated Damages until the Work is complete; and/or

(b) fails to meet any of the Interim Milestone(s) stipulated in the Contract Documents, the Contractor shall pay to the Region the amount(s) per Day specified in Article A-7 - Liquidated Damages until the Interim Milestone(s) has been met.

39.2 The amounts payable to the Region pursuant to GC 39.1 shall be payable on demand. The Region's failure to demand the amounts payable under GC 39.1 shall in no way waive the Region's right to such payment and the Region shall have the right to refuse to pay all or any portion of amounts payable under Proper Invoices on account of amounts that are payable to the Region under GC 39.1.

39.3 The Contractor acknowledges and agrees that the liquidated damages amounts specified in Article A-7 - Liquidated Damages are a genuine estimate of the actual costs/damages that will be incurred by the Region as a result of the failure of the Contractor to complete the Work, including any Interim Milestone(s), within the allotted time, and is not a penalty.

GC 40 Contractor's Responsibilities and Control of the Work

40.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be solely responsible for the construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract.

40.2 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the Region's Health and Safety Guide for Construction

Contractors, and all rules, regulations and practices of the applicable construction safety legislation.

40.3 The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for Professional Engineers skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and, in all cases, where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

40.4 The Contractor shall review the Contract Documents and promptly report to the Region and the Consultant any error(s), inconsistency(ies) or omission(s) it discovers. If the Contractor discovers any error(s), inconsistency(ies) or omission(s) in the Contract Documents it shall not proceed with the affected work until it has received corrected or missing information from the Region or the Consultant. Any additional work necessary due to the Contractor's failure to obtain clarification shall be performed at the Contractor's expense.

GC 41 Quality Control and Quality Assurance

41.1 The Contractor shall ensure that all materials and workmanship meet the requirements of the Contract and shall undertake all quality control testing necessary to determine that the Contract requirements have been met. The Contractor shall provide the Region with copies of all quality control test reports upon request. The Region may randomly test materials and workmanship; however, such tests shall not relieve the Contractor of its responsibilities under the Contract.

41.2 Quality assurance testing will only be carried out by the Region after the Region has been notified that an area is ready for testing. If the test results show that the Contract requirements have not been met, the Region will charge the Contractor for the cost of the testing.

41.3 Any charges for testing to be paid by the Contractor shall be based on the testing company's invoice(s) to the Region and will be deducted from any payment owing to the Contractor. Such costs shall include any established lab fee(s) for testing and the technician's time and travel expenses.

41.4 Should any testing reveal a deficiency in the Work, the Contractor shall rectify the deficiency. The Region may, as it deems necessary, reduce or withhold any payments to the Contractor to account for deficient Work.

GC 42 Superintendence

42.1 The Contractor shall appoint a competent supervisor who shall be in attendance at the Site all times that work is being performed, including times when the Contractor's forces are not on the Site and all work is being carried out by Subcontractors.

42.2 The supervisor shall be approved by the Region and shall not be changed except for good reason, and only with the prior written consent of the Region.

42.3 The supervisor shall represent the Contractor at the Site, and instructions given to him by the Region or the Consultant shall be deemed to have been given to the Contractor.

42.4 The Contractor shall also appoint an alternate supervisor, acceptable to the Region, who shall be in attendance at the Site at all times during the performance of the Work when the supervisor is not present.

GC 43 First Aid

43.1 The Contractor shall provide and maintain completely equipped first aid facilities at the Site.

43.2 The first aid facilities shall be maintained in a clean and orderly condition, readily accessible to the Contractor’s employees and Subcontractors at all times.

43.3 The Contractor shall designate certain employees, who are properly instructed, to be in charge of first aid. At least one such employee shall be available on the Site at all times that work is being conducted.

43.4 A telephone call list for summoning aid, such as doctors, ambulances, and rescue squads from outside sources, shall be posted in a clearly visible and accessible location on the Site. A detailed plan showing the route(s) to the nearest hospital shall be posted in a clearly visible and accessible location beside the emergency call list. All postings shall be adjacent to the telephone in both the Contractor’s and the Region’s field offices, if field offices are provided.

GC 44 Labour, Materials and Products

44.1 Unless stipulated otherwise in the Contract, the Contractor shall provide and pay for all labour, materials, Products, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.

44.2 All Products and materials provided shall be new unless specified otherwise in the Contract. Products which are not specified shall be of a quality best suited to the purpose required and their use. All Products and materials shall be subject to the prior written approval of the Region.

44.3 Unless specified otherwise, all materials and equipment shall conform to the appropriate standard specification requirements of the ASTM and/or the MTO Manual of Designated Sources for Materials.

44.4 The Contractor shall maintain good order and discipline among its employees engaged on the Contract and shall not employ anyone not skilled in the task assigned to him in connection with the Contract.

44.5 Whenever the Region informs the Contractor, in writing, that any person performing the Work, in its opinion:

(a) is incompetent or disorderly;

(b) interferes with the ability of the Contractor, Subcontractors or Other Contractors to perform work;

(c) carries on an unlawful activity;

(d) acts in a manner inconsistent with the timely completion of the Work;

(e) injures or attempts to injure any person or property;

(f) is not using all reasonable efforts to work safely;

(g) has failed to comply with a direction from the Region or the Consultant, including a direction to stop work; or

(h) acts in a manner that is abusive or offensive to the Region, the Consultant or any member of the public

such person or persons shall be discharged from working on this Contract and shall not be permitted to work on this Contract without the Region's prior written consent.

44.6 If, in the opinion of the Region, the Contractor's workforce, equipment and/or materials, either in number or character, are not adequate or appropriate to carry out all, or any part of, the Work, the Region shall notify the Contractor, in writing. Upon receipt of the notice, and at its own expense, the Contractor shall immediately increase or change its workforce, equipment and/or materials as required in order to ensure compliance with the Contract.

44.7 If the Contractor neglects, or refuses to comply with the written instructions of the Region as to any portion or portions of the Work, the Region may, at its option, proceed to perform the work required, and for that purpose may hire such workers and procure such equipment and materials as may be necessary, and make use of any equipment or materials belonging to the Contractor and which are located at the Site, and all associated expenses will be charged back to the Contractor.

44.8 The Contractor shall ensure that all equipment supplied by it or its Subcontractors, and the suppliers of such equipment, comply with the requirements of the Contract.

44.9 The Contractor shall ensure that all materials supplied under the Contract are compatible with each other, and that any retained existing paints are compatible with the field finish coats.

44.10 The Contractor shall correct, at its own expense, any defective work caused by the non-compatibility of materials.

44.11 The Contractor acknowledges, confirms, represents and warrants to the Region that:

(a) in performing the Work, it shall at all times exercise the degree of care and skill that ought to be exercised by contractors in performing work of the nature contemplated herein; and

(b) it has the necessary experience, skill and expertise required to enable it to fulfill its obligations, duties, liabilities, and responsibilities herein.

GC 45 Equivalents

45.1 The Region's acceptance of a supplier or Product will not constitute approval of the article itself. Items of materials or equipment shall be equal to the specified standard of quality, not only in function, but also in features, details and construction.

45.2 The Contractor, by designating a supplier or Product, will be deemed to have satisfied itself that the supplier or manufacturer whose Product is designated is intending to, is capable of, and will in fact, supply an article that will comply with all requirements of the Contract.

GC 46 Inspection, Rejection and Protection of Materials and Equipment

46.1 Insofar as practicable, testing of materials and equipment may be conducted by the Region before delivery to the Site.

46.2 The Contractor shall submit to the Region, in a form satisfactory to the Region, full information as to materials, equipment and methods which the Contractor proposes to utilize in the performance of the Work.

46.3 In addition, the materials and equipment supplied by the Contractor for the performance of the Work may be inspected by the Region at the time of delivery to the Site and at such other times as the Region may elect. Materials and equipment rejected after delivery to the Site shall be returned to the point of delivery by, and at the sole expense of, the Contractor.

46.4 The Contractor shall provide, at its own expense:

(a) facilities for the handling and inspection of materials and equipment; and

(b) suitable and adequate storage room for materials and equipment during the progress of the Work.

46.5 The Contractor shall be responsible for any loss of, or damage to, materials and equipment until Total Performance of the Contract has been attained.

46.6 The Region's review of any information with respect to the Contractor's choice of materials, equipment and methods shall not release the Contractor from its responsibility for the selection of materials, equipment and methods.

GC 47 Taste/Odour

47.1 The Contractor shall certify that all materials that come into contact with potable water will not introduce toxic substances or produce taste, odour, discolouration or other aesthetic effects in the water and, the Contractor shall obtain approval from the Region before using any paints, epoxies, waterproofing materials, sealants and other similar materials. The Contractor's certification shall include approval from the AWWA, the federal Food Directorate, MECP, NSF International and/or other agencies approved by the Region.

GC 48 Subsurface Conditions

48.1 The Contractor agrees that it is fully informed regarding all of the conditions affecting work to be done and labour and materials to be furnished for the completion of the Contract, and that this information was secured by personal investigation and research and not from the data received from the Region, the Consultant or their respective representatives.

48.2 The Contractor acknowledges that any data received from the Region was compiled for the use of the Region. No responsibility will be assumed by the Region for the correctness or completeness of the data and should any such data be found to be incorrect or incomplete, the Contractor shall have no claims against the Region.

GC 49 Use of the Work

49.1 The Contractor shall confine its apparatus, the storage of Products, and the operations of its employees to within the limits indicated in the Contract Documents and in accordance with all applicable laws, ordinances and permits, and shall not unreasonably encumber the Site with its Products, construction equipment and machinery.

49.2 The Contractor shall not load, or permit to be loaded, on any part of the Work a weight or force that will endanger the safety of the Work.

GC 50 Cleanup and Final Restoration

50.1 The Contractor shall maintain the Site in a tidy condition, free from the accumulation of waste and debris, during the performance of the Work until the Work has been accepted by the Region.

50.2 The Contractor shall remove all waste and debris that is present at the Site or any adjacent property, including roads and road allowances, during the performance of the Work, and dispose of such waste or debris at a properly authorized waste disposal site. No additional payment will be made for this work, save where such waste or debris is caused by the Region or an identifiable Other Contractor(s).

50.3 The Contractor shall ensure that its truck and equipment operations on all roads are in compliance with the *Highway Traffic Act*, RSO 1990, c H.8, local traffic ordinances and regulations of the local fire, police, traffic and works departments.

50.4 Upon attaining Substantial Performance of the Contract, the Contractor shall remove its surplus Products, tools, construction machinery and equipment not required for the performance of the remaining work and leave the Site in a clean and tidy condition suitable for use by the Region, unless otherwise specified.

50.5 Before the Work is accepted by the Region, all waste, debris and surplus material resulting from the Work shall be removed and disposed of at a properly authorized waste disposal site.

50.6 In general, the Site and all adjacent lands shall be restored to a condition equal to, or better than, the existing conditions at the time immediately prior to the commencement of construction.

50.7 Should the Contractor, in the opinion of the Region, be negligent in its clean up and restoration duties with respect to the Site and any adjacent property, including roads and road allowances, the Region may take all necessary steps to perform such cleaning and charge the Contractor all costs incurred.

GC 51 Cutting and Remedial Work

51.1 The Contractor shall perform the cutting and remedial work required to make the several parts of the Work come together properly.

51.2 The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.

51.3 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner that prevents damaging and endangering the Work.

GC 52 Inspection of the Work

52.1 The Region, the Consultant and their authorized agents or representatives shall have access to the Work at all times. If parts of the Work are in preparation at locations other than the Site, the Region, the Consultant and their authorized agents or representatives shall be given access to such work whenever it is in progress.

52.2 If work is designated for special tests, inspections or approvals in the Contract, by the Region or the Consultant, or pursuant to the laws or ordinances of the Place of the Work, the Contractor shall give the Region and the Consultant timely notice requesting inspection. The Contractor shall arrange for all other inspections and shall notify the Region and the Consultant of the date and time of the inspections in a timely manner.

52.3 If the Contractor covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good such work at its own expense.

52.4 The Region or the Consultant may order any part or parts of the Work to be specially examined should it believe that such work is not in accordance with the requirements of the Contract. If, upon examination, such work is found not to be in accordance with the requirements of the Contract, in the Region's sole discretion, the Contractor shall correct such work and pay for the examination and correction. If such work is found to be in accordance with the requirements of the Contract, the Region shall pay for the examination and replacement.

52.5 The Contractor shall promptly furnish two copies of all required certificates and inspection reports relating to the Work to the Region and the Consultant.

GC 53 Rejected Work

53.1 Defective work, whether the result of poor workmanship, the use of defective Products, or damage through carelessness or any other act or omission of the Contractor or any of its Subcontractors, whether incorporated into the Work or not, which has been rejected by the Region or the Consultant as failing to conform to the Contract requirements, shall be promptly removed from the Site by the Contractor and replaced or re-executed promptly in accordance with the Contract at the Contractor's expense.

53.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

53.3 If, in the opinion of the Region or the Consultant, it is not expedient to correct defective work or work not performed in accordance with the Contract, the Region may deduct from the monies otherwise due to the Contractor, the difference in value between the work as performed and that called for in the Contract, the amount of which will be determined by the Commissioner.

53.4 The Consultant shall not have any power to waive the obligations of the Contractor under the Contract. No failure or omission of the Region or the Consultant to condemn any defective work or material shall release the Contractor from the obligation to tear

out, remove and properly replace the defective work or material upon the discovery of said defective work or material, at the Contractor's expense. In the event that the Contractor refuses or neglects to remove any rejected work or material within 48 hours after receipt of written notice from the Region or the Consultant, such work or material may be removed by the Region at the Contractor's expense.

GC 54 Shop Drawings

54.1 The Contractor shall arrange for the preparation of clearly identified Shop Drawings as called for in the Contract or as requested by the Region or the Consultant, acting reasonably.

54.2 The Contractor shall review all Shop Drawings prior to submitting them to the Region and the Consultant. By this review the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that it has checked and coordinated each Shop Drawing with the Contract requirements. The Contractor's review of each Shop Drawing shall be indicated by the stamp, date, and signature of an individual qualified to make such a determination.

54.3 The Contractor shall submit Shop Drawings to the Region and the Consultant with reasonable promptness and in an orderly sequence in order to avoid a delay in the Work or in the work of Other Contractors. Shop Drawings shall be submitted in the form of reproducible transparencies or prints as directed by the Region or the Consultant. At the time of submission, the Contractor shall notify the Region and the Consultant, in writing, of any deviations in the Shop Drawings from the Contract requirements.

54.4 The Region and the Consultant shall review and return Shop Drawings with reasonable promptness. The Region’s and the Consultant’s review will be for conformity to the design concept and general arrangement only. Such review shall not relieve the Contractor of its responsibilities for errors or omissions in the Shop Drawings or for meeting all of the Contract requirements unless the Contractor has notified the Region and the Consultant, in writing, of a deviation from the Contract requirements, and such deviation has been specifically approved, in writing, by the Region and the Consultant.

54.5 The Contractor shall make any changes to the Shop Drawings which the Region and/or the Consultant require and resubmit the Shop Drawings unless otherwise directed by the Region and the Consultant. When resubmitting, the Contractor shall notify the Region and the Consultant, in writing, of any revisions other than those requested by the Region and/or the Consultant.

GC 55 Lines and Grades

55.1 Prior to commencing construction, the Contractor shall locate on Site those property bars, baselines and benchmarks that are necessary to delineate the Site and to lay out the Work as shown in the Contract Documents. The Contractor shall notify the Region and the Consultant of the locations of such property bars, baselines and benchmarks so that they may be reviewed by the Region and the Consultant.

55.2 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no additional cost to the Region.

55.3 At no additional cost to the Region, the Contractor shall provide the Region and the Consultant with such materials and devices as may be necessary to review the lay out of the baseline and benchmarks, and as may be necessary for inspection of the Work.

55.4 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Region and the Consultant of any layout work carried out, so that it may be reviewed by the Region or the Consultant.

55.5 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to each of the Region and the Consultant.

55.6 The Contractor shall assume full responsibility for the alignment, elevations and dimensions of each and every part of the Work, regardless of whether the Contractor's layout work has been reviewed by the Region and the Consultant.

55.7 All stakes, marks, markers and reference points provided by the Region or the Consultant shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks, markers and reference points shall be replaced by the Contractor at no extra cost to the Region.

GC 56 Damage to Survey Stakes, Markers and Bars

56.1 The Contractor shall preserve all survey stakes, markers and iron bars. Any damage to survey stakes, markers and iron bars by the Contractor shall be corrected immediately by the Contractor at its own expense.

GC 57 Owner Supplied Material

57.1 The Contractor shall give the Region not less than 10 Business Days' notice of the time at which material or equipment to be supplied by the Region pursuant to the Contract Documents ("**Owner Supplied Material**") will be required.

57.2 The Contractor shall provide proper storage facilities and become responsible for the proper care of the Owner Supplied Material from the time of its delivery until incorporated in the Work.

57.3 The Region shall supply, free of costs to the Contractor and free on board to the Site, all Owner Supplied Material. The Contractor shall unload all Owner Supplied Material at the Contractor's own cost. The Region shall not be liable, and no claims shall be made by the Contractor, for loss or compensation on account of delay or failure to provide Owner Supplied Material as a result of circumstances that are beyond the Region's control. The Region will not be responsible for any rental or other charges for handling, hauling or storing Owner Supplied Material or excess Owner Supplied Material ordered by the Contractor for the Work. The full amount of Owner Supplied Material in each shipment must be accounted for by the Contractor, and any theft, loss or damage occurring to the Owner Supplied Material after delivery shall be charged against the Contractor. Should the Contractor order Owner Supplied Material in excess of the amount necessary to complete the Work, the return freight shall be paid by the Contractor. If the Owner Supplied Material is shipped to another project location, the Contractor shall pay any excess freight charges for direct shipment to such point.

57.4 If Owner Supplied Material arrives at the delivery point in a damaged condition or if there are discrepancies between the quantities received and the quantities shown on the bill(s) of lading, the Contractor shall immediately report such damage or discrepancies to the Region and the Consultant, who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. If damage or deficiencies are not so reported, it will be assumed that the shipment arrived in good order and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Region.

57.5 Such Owner Supplied Material or equipment shall remain at the risk of the Contractor who shall be held responsible for the safe keeping of same. The Contractor shall not exercise any act of ownership or control over Owner Supplied Material, or remove any Owner Supplied Material from the Site, or use Owner Supplied Material for purposes other than the Performance of the Work, without written permission from the Region.

57.6 Empty reels, crates, containers and other types of packaging from Owner Supplied Material shall become the property of the Contractor when they are no longer required

for their original purpose and shall be disposed of by the Contractor at its own expense unless specified otherwise in the Contract Documents.

GC 58 Demurrage and Storage

58.1 The Contractor shall be liable for all demurrage and storage charges on shipments containing material for the Work.

GC 59 Protection Against Claims for Labour and Material

59.1 The Contractor covenants and agrees that it will pay, or cause to be paid, all accounts for labour, material, equipment and supplies, together with accounts for equipment rental, accounts for freight incurred and all other supplies furnished, and for all work done under the Contract (collectively, the "**Accounts**"), and it will indemnify, save harmless and defend the Region, the Local Municipality and their respective directors, officers, council members, partners, agents and employees, at all times, from all claims in relation thereto. It is agreed that the Contractor shall furnish the Region with satisfactory evidence that all Accounts have been duly paid, and in case such evidence is demanded by, and not furnished to, the Region, such amount as may in the opinion of the Region be necessary to pay such Accounts may be retained from any monies owed to the Contractor under the Contract until satisfactory evidence is furnished that all Accounts have been paid in full. The Contractor covenants and agrees that the Region shall have the right, but not the obligation, to pay any Accounts and charge the same to the Contractor, and failing payment thereof the Region may deduct the amounts paid from any monies due, or which may become due, to the Contractor.

59.2 If the Region receives a claim for lien or a written notice of a lien in respect of the Work, in addition to all amounts for which the Contractor may otherwise be liable to pay the Region, and without prejudice to any other remedy available to the Region, the Contractor shall pay to the Region the amount of the lien plus an additional 25% of the lien amount, to be retained as a holdback until the Region is satisfied that all Accounts have been paid in full and any written notice of a lien or claim for lien has been vacated, withdrawn or discharged, as applicable.

59.3 The Region may also require the Contractor to:

(a) vacate or withdraw a written notice of lien; or

(b) vacate or discharge any claim for lien that is registered against title to the lands on which the Place of the Work is located and any adjoining lands

within five Business Days of receipt of the Region's written direction, failing which the Region shall have the right, but not the obligation, to post as security any amounts being held back under GC 59 - Protection Against Claims for Labour and Material in order to vacate, withdraw or discharge the written notice of lien or claim for lien and the

Contractor shall also be responsible for the Region's legal costs incurred. In the event that the Region posts security pursuant to this provision the Contractor shall have no claim as against the Region for the monies posted as security.

59.4 The Region shall have the right to pay all arrears, or wages and salaries which are owing to the Contractor's workers or employees for a period of more than one week and deduct the same from the monies due or which may become due to the Contractor. The production of a statutory declaration by any worker or employee setting forth the amount of wage or salary claimed to be due shall be sufficient authority to the Region for the payment of the amount claimed.

59.5 When the liabilities of the Contractor under the Contract exceed the monies owing by the Region, the Contractor or its surety shall pay all such claims as are certified by the Commissioner.

GC 60 Inspection of Books, Payrolls, Accounts and Records

60.1 The Region and/or the MOL shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by, or under the control of, the Contractor including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors and Subcontractors. The Contractor shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the Contract and for at least two years following the completion of the Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Region, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business, and the Contractor shall supply certified copies of payrolls and any other records required by the Region as, and when, called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in The Regional Municipality of York, Ontario, which is convenient for the Region.

60.2 GC 60.1 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Region may have by federal, provincial, or municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

GC 61 Waiver by the Commissioner

61.1 No waiver by the Region, the Commissioner or the Consultant in respect of the performance by the Contractor of any of the provisions, stipulations or agreements contained in the Contract, or in respect of anything shown in the Drawings, shall be of any force or effect unless in writing and signed by the Commissioner, and, in any event, shall not operate as a waiver of any other subsequent default.

GC 62 Trucking

62.1 Where motor trucks used by the Contractor for hauling cause damage to roads, the Commissioner may direct the Contractor, at its own expense, to rectify any damage caused and to use trucks of less weight.

GC 63 Overhaul

63.1 No allowance will be made for overhaul, unless specifically stated in the Contract or approved in writing by the Commissioner.

GC 64 Haul on Materials

64.1 Notwithstanding any other information contained herein, no extra payment shall be made for haul on any material supplied for the Contract, either by the Contractor or the Region, unless specifically stated in the Contract or approved in writing by the Commissioner.

GC 65 Notices by Contractor

65.1 All necessary notices to utility companies including, but not limited to, waterworks, gas, electricity and telecommunications, and owners or occupants of property, or any other interested parties, shall be given by the Contractor at least 10 Business Days in advance of commencing the related work, except where the serving of such notice is the express duty of the Region. One copy of all such notices shall be provided to the Region. The Region does not undertake to remove poles or other obstructions in advance of the Contractor's work.

GC 66 Compliance with the Occupational Health and Safety Act

66.1 The Contractor acknowledges that it is aware of the provisions of the *Occupational Health and Safety Act*, RSO 1990, c O.1 (the "**OHSA**") and the regulations, policies and guidelines thereunder. The Contractor shall comply with, and cause to be complied with, the provisions thereof as such statutes, regulations, policies and guidelines may be amended or replaced from time to time including, without limiting the generality of the foregoing, all of the obligations of the constructor and employer under the OHSA and regulations, as applicable, in respect of the Work.

66.2 The Contractor shall execute all required documents under the Region's Health and Safety Guide for Construction Contractors at the pre-construction meeting.

66.3 The Contractor shall do, cause to be done, or refrain from doing any act or thing as directed by the Region or the Consultant, including stopping the Work if, at any time, the Region or the Consultant considers that any situation or condition is unsafe or contrary to the provisions of the OHSA, or any other applicable statutes, regulations, policies or guidelines. If the Contractor fails to comply with such direction, the Region may:

(a) take action to remedy the situation or condition and the cost thereof shall be payable by the Contractor on demand and, failing payment thereof, the Region may deduct the costs from monies which are due or may become due to the Contractor; or

(b) terminate the Contract pursuant to GC 6 - Region's Right to Perform the Work or Stop the Work or Terminate the Contract, paragraph 6.2.

66.4 Notwithstanding the foregoing, any act or failure to act by the Region shall not in any way derogate from the responsibility of the Contractor under the Contract, including its obligations under GC 66.1.

66.5 The Contractor shall indemnify and hold harmless the Region, Consultant, the Local Municipality and their respective directors, officers, council members, partners, agents and employees from and against all claims, demands, losses, costs including legal costs, damages, actions, suits or proceedings (including by any government agency) arising as a result of any violation, or alleged violation, of the OHSA or the regulations, policies and guidelines thereunder, as such statutes, regulations, policies and guidelines may be amended or replaced from time to time.

66.6 The Region may employ the services of an occupational health and safety auditor (the "**Auditor**") for the purpose of conducting inspections at the Place of the Work. The Contractor shall grant the Auditor full and unimpeded access to the Site, at all times, and shall immediately comply with any direction issued by the Auditor, the Consultant, or the Region, including any direction to stop work.

66.7 This Contract is deemed to be an individual project for the purposes of the OHSA and the regulations made thereunder and the Contractor acknowledges that it is the "Constructor", as defined in the OHSA, for this project and that it shall carry out all of the obligations, and shall bear all of the responsibilities, of the Constructor as set out in the OHSA and regulations including, but not limited to, the following:

(a) ensuring that the measures and procedures prescribed by the OHSA are carried out;

(b) ensuring that every employer and every worker performing work on the project complies with the OHSA and regulations, and;

(c) ensuring that the health and safety of workers on the project is protected.

66.8 If the Region is designated as the "Constructor" as a result of the Contractor's actions, all of the increases in costs to the Region to carry out the duties and obligations of the "Constructor" shall be borne by the Contractor.

66.9 All OHSA regulations for construction projects shall be strictly adhered to.

66.10 Without limiting the other provisions of GC 66 or the Contractor's obligations for occupational health and safety, the Contractor shall, at no additional cost to the Region, comply with and cause its Subcontractors and any other persons present at the Place of the Work to comply with:

(a) all legislative amendments, controls, regulations, requirements and orders that were or are issued by the Government of Canada and the Province of Ontario in response to the Virus; and

(b) the Region's policies, protocols and procedures implemented for the protection of the health of its staff, its residents and the community, including the requirement for the contractors to adhere to the Region's COVID-19 Contractor Vaccination Policy as may be amended from time to time. Where they are subject to change, the Contractor must comply with the Region's requirements.

GC 67 Certificate of Recognition (COR™) Safety Program

67.1 The Certificate of Recognition (COR™) safety program, endorsed by the Infrastructure Health and Safety Association (IHSA), has been implemented by the Region as a requirement for this Contract.

67.2 The Contractor shall:

(a) maintain its COR™ certification;

(b) maintain its COR™ equivalency, in the form of a Letter of COR™ Equivalency issued by the IHSA; or

(c) have a valid Letter of Reciprocity issued by the IHSA, indicating that they are in the process of obtaining COR™ equivalency

for the duration of the Contract.

67.3 If, at any time during the Contract, the Contractor's COR™ certification, COR™ equivalency or Letter of Reciprocity expires, the Region may terminate the Contract pursuant to GC 6 - Region's Right to Perform the Work or Stop the Work or Terminate the Contract, paragraph 6.2.

67.4 At any time during the term of the Contract, when requested by the Region, the Contractor shall provide such evidence of compliance with the COR™ certification requirements set out in GC 67.2

GC 68 Spills Reporting

68.1 Prior to commencing construction, the Contractor shall:

(a) submit to the Region a Spill Action Plan in a form acceptable to the Region, which outlines procedures for the reporting, interception, rapid clean-up, restoration of the affected area, treatment and disposal of the pollutant or substance spilled or discharged and impacted materials including, without limitation, soil, groundwater and vegetation; and

(b) post at the Place of the Work, in a clearly visible and accessible location, a notice containing the following information:

(i) the names and telephone numbers of the representatives of the Region and Local Municipality to be notified in the event of a spill or discharge;

(ii) the telephone number of the Spills Action Centre (1-800-268-6060);

(iii) the names and telephone numbers of the representatives of the fire, police, and health and public works departments of the Local Municipality to be notified in the event of a spill or discharge;

(iv) the names and telephone numbers of companies experienced in the control and clean-up of hazardous and non-hazardous materials and substances that would be called upon by the Contractor in the event of a spill or discharge; and

(v) the name and telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the clean-up of a spill or discharge.

68.2 In the event of a spill or discharge into the natural environment, the Contractor shall comply, at all times, with the requirements of the Classification and Exemption of Spills and Reporting of Discharges, O. Reg. 675/98.

68.3 In the event of a spill or other discharge of a pollutant into the natural environment, every person responsible for the emission, or who causes or permits it, must forthwith notify all relevant parties of the spill or discharge. Information reported to the MECP Spills Action Centre must comply with the reporting requirements stated within Classification and Exemption of Spills and Reporting of Discharges, O. Reg. 675/98, and may include the nature of the spill or discharge, the circumstances surrounding the spill

or discharge, and the action taken or intended to be taken with respect to the spill or discharge.

Relevant parties to be notified in the event of a spill or discharge may include, but are not limited to:

(a) the MECP Spills Action Centre (1-800-268-6060);

(b) the Region (905-895-1200);

(c) the Local Municipality;

(d) the owner of the pollutant or substance, if known;

(e) the person having control of the pollutant or substance, if known; and

(f) the Consultant

GC 69 Occupancy by the Region

69.1 The Region reserves the right to take possession of, and use, any completed or partially completed portion of the Work provided that the Region does not interfere unreasonably with the Contractor's performance of the Work. Such possession or use shall not be construed as acceptance of the Work or any part thereof and will not affect the Contractor's warranty obligations under the Contract.

GC 70 Compliance with Environmental Legislation

70.1 The Contractor acknowledges that it is aware of the provisions of federal and provincial legislation applicable to the Work and the environment including, but not limited to:

(a) the *Clean Water Act, 2006*, SO 2006, c 22;

(b) the *Conservation Authorities Act*, RSO 1990, c C.27;

(c) the *Dangerous Goods Transportation Act*, RSO 1990, c D.1;

(d) the *Endangered Species Act, 2007*, SO 2007, c 6;

(e) the *Environmental Protection Act*, RSO 1990, c E.19;

(f) the *Fisheries Act*, RSC 1985, c F-14;

(g) the *Canadian Navigable Waters Act*, RSC 1985, c N-22;

(h) the *Ontario Water Resources Act*, RSO 1990, c O.40;

(i) the *Safe Drinking Water Act, 2002*, SO 2002, c 32;

(j) the *Species at Risk Act*, SC 2002, c 29;

(k) the *Technical Standards and Safety Act, 2000*, SO 2000, c 16; and

(l) the *Transportation of Dangerous Goods Act, 1992*, SC 1992, c 34;

and the regulations, permits, approvals, orders, directions, policies and guidelines issued thereunder. The Contractor agrees to comply with, and cause to be complied with, the provisions thereof as such statutes, regulations, permits, approvals, orders, directions, policies and guidelines as may be amended or replaced from time to time including, without limiting the generality of the foregoing, any obligation to obtain, and any terms and conditions of, any approval, permit or other instrument required under the applicable Acts, regulations, policies and guidelines thereunder in respect of the Work and further agrees to discharge, release, handle, transport, manage, store and dispose of all materials in accordance with such legislation.

70.2 The Contractor shall do, cause to be done, or refrain from doing any act or thing as directed by the Region or the Consultant, including stopping the Work if, at any time, the Region or the Consultant considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of the applicable Acts, regulations, policies or guidelines thereunder, or any term or condition of a permit, approval order, directive or other instrument issued thereunder. If the Contractor fails to comply with such direction, the Region may:

(a) take action to remedy the situation or condition and the cost thereof shall be payable by the Contractor on demand and, failing payment thereof, the Region may deduct the costs from monies which are due or may become due to the Contractor; or

(b) terminate the Contract pursuant to GC 6 - Region's Right to Perform the Work or Stop the Work or Terminate the Contract, paragraph 6.2.

70.3 Notwithstanding the foregoing, any act or failure to act by the Region shall not in any way derogate from the responsibility of the Contractor under the Contract including its obligations under GC 70.1.

70.4 The Contractor shall indemnify and hold harmless the Region, the Consultant, the Local Municipality and their respective directors, officers, council members, partners, agents, employees and authorized representatives from and against all claims, demands, losses, expenses, costs including legal and professional costs, damages, actions, suits and proceedings (including by any government agency) arising as a result of any violation or alleged violation of any applicable laws, regulations, by-laws and the common law relating to the environment, including permits, approvals, orders, directions, instructions, authorizations and instruments issued thereunder as such may be amended, replaced or superseded from time to time.

70.5 The Contractor acknowledges that the Region may employ the services of an environmental inspector for the purpose of conducting inspections at the Site. The

Contractor shall grant the environmental inspector full and unimpeded access to the Site, at all times, and shall immediately comply with any direction issued by the environmental inspector, the Consultant, or the Region, including any direction to stop work.

GC 71 Approval by the Region

71.1 Whenever in the Contract any matter is subject to the consent, approval, determination, consideration or authority of the Region, or is to be acceptable or to the satisfaction of the Region, such consent, approval, determination, consideration, authority or determination of acceptability or satisfaction shall be in the sole and absolute discretion of the Region.

GC 72 Non-Resident

72.1 If the Contractor is non-resident in Ontario or Canada it shall obtain a GST/HST Registration Number prior to commencement of the Work.

72.2 The Contractor shall ensure that all Subcontractors whom it proposes to use to carry out any of the Work, and who are non-resident in Ontario or Canada, have obtained a GST/HST Registration Number before they commence any work under the Contract.

GC 73 Right of Set-Off

73.1 Without limiting the specific rights of set-off in favour of the Region provided for in this Contract, the Region shall have the right to set-off against any and all monies due, or which may become due, to the Contractor under the Contract, any amounts necessary to satisfy any liquidated or unliquidated amounts otherwise owing or due and payable by the Contractor to the Region under the Contract, and in the event of the insolvency of the Contractor, in relation to any other contracts between the Contractor and the Region. Without limiting the generality of the foregoing, any rights conferred to the Region under this Contract or at law to set-off against or deduct from monies otherwise owing to the Contractor shall also constitute grounds for the Region to refuse to pay all or any portion of amounts payable under Proper Invoices.

GC 74 Maintenance Security

74.1 the Region may deduct from the maintenance security, if any, any amounts owing to the Region under this Contract, whether the amounts relate to outstanding or deficient Work, or any other claims which the Region may have including, but not limited to, outstanding claims under GC 24 - Indemnification and Claims Handling and GC 59 - Protection Against Claims for Labour and Material.

74.2 The balance of the maintenance security, if any, shall be eligible for release to the Contractor upon the expiration of the warranty period and only after all deficiencies and

all other warranty issues have been resolved to the satisfaction of the Commissioner (whether they have occurred during the Warranty Period or thereafter).

GC 75 AODA Compliance

75.1 The Contractor shall ensure that all of its employees, agents, Subcontractors, and others engaged by the Contractor in the performance of the Work receive training in accordance with Sections 7 and 80.49 of Ontario Regulation 191/11 made under the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c.11 (the "**AODA**"). Accordingly, the Contractor shall:

(a) comply with the requirements of the AODA; and

(b) complete and submit to the Region the AODA Training Certificate contained in Appendix A.8 at the time of execution of the Contract or as periodically required by the Region from time to time.

SCHEDULE A – INSURANCE

The Contractor shall obtain, maintain, pay the premium(s) and any deductibles for, and provide evidence of the following insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the Region's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance with limits of not less than $5,000,000.00 inclusive per occurrence for bodily and personal injury, death, and damage to property including loss of use thereof. Should this policy contain a General Aggregate, the minimum acceptable General Aggregate shall be $10,000,000.00. The CGL insurance shall include Cross Liability and Severability of Interest clauses, Products and Completed Operations coverage (minimum 24 months), Owner's & Contractor's Protective and a Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The following parties shall be included as Additional Insured parties on the CGL policy:

- the Region
- the Consultant
- the Local Municipality

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than $5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Contractor.

Contractors' Equipment Insurance

All Risks Contractors' Equipment coverage, insuring the full amount of the Contractor's equipment, including all owned, non-owned and mobile equipment.

Property Insurance

Installation Floater insurance with limits of not less than $250,000.00 inclusive per occurrence. This policy shall be maintained from the commencement of the Work until Substantial Performance of the Contract has been attained, as set out in the Certificate of Substantial Performance.

The policies shall provide that, in the event of a loss or damage, payment shall be made to the Region and the Contractor as their respective interests may appear. The Contractor

shall act on behalf of the Region and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Region may decide in accordance with GC 5 - Extension of Contract Time.

The Contractor shall be entitled to receive from the Region, in addition to the amount due under the Contract in respect of Work performed prior to the date of the occurrence of the loss or damage, the amount at which the Region's interest in restoration of the Work has been appraised to the extent paid by the insurer, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC 19 - Certificates and Payments.

The Region will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL, General Aggregate and Automobile Liability limits noted above.

Contract No. RFTC-652-22

SUPPLEMENTARY CONDITIONS

SC 1 WORKING HOURS

The Contractor shall only perform work at the Site between the hours of 4:30 pm EST and 8:00 am EST, Monday through Friday (the "**Working Hours**"). Work can be performed anytime on Saturday and Sunday. If the Contractor is required to work at the Site outside of the Working Hours, it shall obtain prior written approval from the Commissioner.

SC 2 OTHER CONTRACTORS

Other work may be in progress within, and/or adjacent to, the Site, including the following:

- A separate Regional contract for exterior window replacement at the York Region Administrative Centre. It is anticipated that the window replacements on the 4th floor will take place between January and September, 2023 during the hours of 7:00 a.m. and 4:00 p.m.

The Contractor shall provide a minimum of 6 feet of clearance between its equipment and materials and the windows.

The Contractor shall keep itself informed of any current, or new, local development projects which may impact construction activities and services, and shall coordinate its activities with the developers.

The Contractor shall coordinate its work with the work of Other Contractors and shall not restrict access to the working areas or operations of the Other Contractors.

The Contractor shall maintain a separation of time and space from Other Contractors to ensure that the Owner is not placed in the position of "Constructor" within the meaning prescribed in the *Occupational Health and Safety Act*, RSO 1990, c O.1 and shall comply with all other requirements stipulated in GC 9 – Other Contractors. No extension of Contract Time and/or an Increase to the Contract Price will be granted for delays resulting from this construction coordination.

SC 3 OPERATIONAL CONSTRAINTS

The Contractor shall undertake the Work in accordance with the following operational constraints:

- No work can be conducted between the hours of 8:00 a.m. EST and 4:30 pm EST, Monday through Friday. Work can commence anytime on Saturday and Sunday.
- The Contractor shall provide the Region with a minimum of 72 hours' notice when working on the sprinkler systems. No sprinkler work is permitted to take place on Fridays or weekends. The drain down and fill up of the sprinkler system can only occur at 7:00 a.m. EST.
- Parking is only allowed at designed parking spots at the Administrative Centre.
- The use of Elevator 1 when transporting large building maters such as gypsum board and metal studs can only be used between 5:30 p.m. EST to 7:00 a.m. EST (the following day)
- Exterior windows will be being replaced by an Other Contractor. The Contractor shall provide a path for the window replacement contractor through its work area to the area in which the windows are being replaced and shall provide a minimum of 6 feet of clearance between its equipment and materials and the windows.

Demobilization/Remobilization from Site for Furniture Installation

- The Contract Time will be suspended after the Contractor has achieved Substantial Performance of the Contract, for a period of 20 Working Days to allow for furniture installation by the Owner. Once Substantial Performance of the Contract has been achieved, the Contractor shall demobilize from the Site, which includes removal of all construction materials, tools, site office, and staff members. Once furniture installation has been completed, the Contractor shall re-mobilize and return to the Site to complete final connection for the workstations which require power poles. Any costs associated with this Supplementary Condition, including demobilization, remobilization, delay and/or coordination costs, are included in the Contract Price and no additional compensation will be paid to the Contractor.

Additional Site Visits For Altos Installation Subcontractor

The scope of work for the Altos Installation Subcontractor includes the following site meetings:

- three meetings with the supplier and the Owner on site to review the scope of work prior to installation
- two site meetings to inspect the installation and resolve deficiencies.

SC 4 PERMITS AND APPROVALS

The Contractor shall adhere to all requirements, conditions and restrictions as specified in the permits and approvals required for the completion of the Work.

Pending Permits and Approvals

The Owner is in the process of obtaining the following permits and approvals for the work described below:

- Building Permit from the Town of Newmarket

Copies of the permits and approvals will be provided to the Contractor once they have been obtained. The permits and approvals will form part of the Contract Documents and the Contractor shall comply with the requirements of all permits and approvals at no additional cost to the Owner.

The Contractor shall not commence any work for which a permit or approval is required until such time as the permit or approval has been obtained by the Owner and provided to the Contractor.

In the event that the Owner encounters delays in obtaining the permits and approvals, any work for which a permit or approval is required may be deleted from the scope of Work under the Contract, or the Contract may be terminated in its entirety. The Contractor shall not have any claims for delays, on the part of the Owner, in obtaining the permits and approvals, or any claims in the event that any work is deleted from the Contract or the Contract is terminated because a required permit or approval has not been obtained by the Owner.

SC 5 SUBSTANTIAL PERFORMANCE OF THE CONTRACT

The Work will not be deemed to be ready for use or being used for the purposes intended pursuant to section 2 of the *Construction Act* until the following conditions have been met at a minimum:

- each item of mechanical, electrical, instrumentation, piping and HVAC equipment installed under this Contract has been tested to demonstrate compliance with the performance requirements of this Contract;
- each mechanical, electrical, instrumentation, piping and HVAC system installed or modified under this Contract has been tested in accordance with the specified requirements;
- the Work has satisfactorily passed all required inspection and performance testing and can be used for the purposes intended;
- all test results have been submitted to the Owner;

- all operating manuals, maintenance manuals, and "As-Built" drawings have been completed and submitted to the satisfaction of the Owner;
- all training required under the Contract has been completed and instructions have been provided to the Owner’s staff to enable the Owner to operate the facility;
- all spare parts and materials have been supplied; and
- all warranty certificates have been submitted.

No deviations from these requirements will be permitted.