

APPENDIX C

FORM OF CONTRACT

**THE REGIONAL MUNICIPALITY OF YORK
CORPORATE SERVICES DEPARTMENT
PROPERTY SERVICES BRANCH**

CONTRACT NO. RFTC-1311-23-C22020

AMENDMENTS TO CCDC 2 STIPULATED PRICE CONTRACT 2008

The Standard Construction Document for Stipulated Price Contract (CCDC 2 - 2008), English version, consisting of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, modifications, deletions and additions.

In the event that a paragraph is deleted, the numbering of the remaining paragraphs shall remain unchanged, and the numbering of the deleted paragraph will be retained, unused.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement Between Owner and Contractor of the Stipulated Price Contract, CCDC-2 2008 is hereby amended as follows:

ARTICLE A-1 THE WORK

Article 1.1

Add the word “Diligently” to the beginning of Article 1.1.

Article 1.3

Delete Article 1.3 and replace it with the following:

1.3 attain:

- .1 Substantial Performance of the Contract within 80 Working Days; and
- .2 Total Performance of the Contract within 90 Working Days

from the commencement date specified in the Owner’s written notice to commence the Work (the “**Commencement Date**”), subject to potential adjustment pursuant to PART 6 – CHANGES IN THE WORK; and

New Article 1.4

Add new Article 1.4:

- 1.4 provide all labour, materials, equipment, machinery, Products and work including, without limitation, all commissioning services required by the Contract Documents to fully complete and construct the Work in accordance with, and to the satisfaction of, all applicable federal, provincial, municipal and local laws, regulations, rules, bylaws, guidelines, standards, permits, statutes, ordinances, and codes including, without limitation, those relating to occupational health and safety and any and all obligations, responsibilities and duties required by or set out in any site plan agreement or approval, attributable to the Place of the Work and/or the proposed development therein, and furnish efficient business and construction administration and superintendence consistent with the interests of the Owner.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

Article 2.1

Delete the words “Article A-3 of the Agreement – CONTRACT DOCUMENTS” and replace them with “Article A-3 of the Agreement – CONTRACT DOCUMENTS AND REFERENCE DOCUMENTS”.

ARTICLE A-3 CONTRACT DOCUMENTS

Delete Article A-3 in its entirety and replace it with the following:

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 of the Agreement – 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
- CCDC 2 STIPULATED PRICE CONTRACT – 2008
 - Agreement between the Owner and Contractor
 - Definitions
 - The General Conditions of the Stipulated Price Contract (CCDC 2008)
- Amendments to CCDC 2 STIPULATED PRICE CONTRACT – 2008
 - Amendments to Agreement Between Owner and Contractor
 - Amendments to Definitions
 - Amendments to the General Conditions of the Stipulated Price Contract
- Supplementary Conditions
- Permits
- Specifications
- Contract Drawings
- Addenda
- Appendices
 - Appendix D to the Request for Tender – Insurance Requirements
 - Appendix A – Forms
 - Appendix B – Health and Safety Guide for Construction Contractors

ARTICLE A-4 CONTRACT PRICE

Add the following to the end of Article 4.4:

Notwithstanding the foregoing, the Contractor shall not be entitled to any increases in the Contract Price, or to the prices for any individual items, for any reason whatsoever including, but not limited to, increases in prices due to inflation or the escalation of labour or material costs.

ARTICLE A-5 PAYMENT

Delete Article A-5 in its entirety and replace it with the following:

ARTICLE A-5 PAYMENT

- 5.1 Provided the Contractor is not in default under the Contract, and subject to the provisions of the Contract, the Owner shall pay the Contractor the undisputed amounts payable under Proper Invoices given to the Owner 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*, RSO 1990, c. C.30 (the “**Construction Act**”) the Owner shall:
 - .1 pay to the Contractor the undisputed amounts payable under the Proper Invoices given by the Contractor to the Owner in accordance with the Contract, subject to the 10% statutory holdback and a 3% maintenance security;
 - .2 pay the 10% basic holdback, together with such Value Added Taxes as may be applicable, to the Contractor in accordance with the Construction Act;
 - .3 pay the 10% holdback for finishing work, together with such Value Added Taxes as may be applicable, to the Contractor in accordance with the Construction Act; and
 - .4 subject to any deductions made by the Owner in accordance with GC 5.12 – MAINTENANCE SECURITY, pay the 3% maintenance security, together with such Value Added Taxes as may be applicable, to the Contractor upon the expiration of the warranty

period and the correction of all deficiencies and warranty issues to the satisfaction of the Consultant (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.
- 5.5 As such payments become due, the Contractor shall, in accordance with the terms of its agreements with any Subcontractors, Suppliers and workmen, pay all of its Subcontractors, Suppliers and workmen in full on account of work properly performed or Products properly supplied, as applicable, less any holdback monies retained in compliance with the Construction Act. If requested, the Contractor shall promptly provide evidence of all such payments to the Owner and the Consultant.
- 5.6 In the event of loss or damage occurring where payment becomes due under the property and other required insurance policies, payments shall be made to the Contractor or the Owner, as the case may be, in accordance with the provisions of GC 11.2 - INSURANCE.
- 5.7 The Contractor hereby agrees to reasonably substantiate to the Owner and the Consultant, if requested, the amounts of all accounts representing any portion of the Contract Price, including without limitation, providing back up documents evidencing accounts or payments due to employees, Subcontractors and Suppliers.
- 5.8 Interest
- .1 The Contractor shall not be entitled to claim, demand or receive any interest as a result of delays in approval or payment by the Owner except as expressly permitted under the Construction Act.

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

New Article 6.2

Add new Article 6.2:

- 6.2 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 in Writing prescribed by this Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING. Proper Invoices shall be given in accordance with the requirements of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.9 to 5.2.15 inclusive.

NEW ARTICLES

Add the following new Articles to the Agreement Between Owner and Contractor:

ARTICLE A-9 TIME OF THE ESSENCE

- 9.1 Time shall be of the essence in this Agreement.

ARTICLE A-10 LAW OF THE AGREEMENT

- 10.1 The law of the Province of Ontario and the Laws of Canada applicable therein shall govern the interpretation of this Agreement.
- 10.2 The Contractor covenants and agrees to abide by and comply with all federal, provincial, municipal and local laws, regulations, rules, bylaws, standards, ordinances, and codes applicable or related to this Agreement.

ARTICLE A-11 CONFLICT OF INTEREST

- 11.1 The Contractor, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract.

- 11.2 The Contractor shall disclose to the Owner, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Contractor.
- 11.3 A breach of this Article by the Contractor, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.

ARTICLE A-12 SEVERABILITY

- 12.1 Each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Contract or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent:
- .1 the remainder of the Contract or the application of such provision to any other person or circumstance shall not be affected thereby; and
 - .2 the parties shall negotiate in good faith to amend the Contract to implement the provisions set forth.

ARTICLE A-13 LIQUIDATED DAMAGES

- 13.1 For the purposes of GC 5.10 – LIQUIDATED DAMAGES, liquidated damages will be assessed in accordance with the following:
- .1 \$ 650.00 for each Day that the Contractor fails to achieve Substantial Performance of the Contract beyond the 60 Working Days specified in Article A-1 of the Agreement – THE WORK, paragraph 1.3.1; and
 - .2 \$650.00 for each Day that the Contractor fails to achieve Total Performance of the Contract beyond the 70 Working Days specified in Article A-1 of the Agreement – THE WORK, paragraph 1.3.2.

ARTICLE A-14 RIGHTS AND REMEDIES

- 14.1 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.
- 14.2 No action or failure to act by the Owner or the Consultant shall constitute 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-15 WARRANTY PERIOD

- 15.1 For the purpose of GC 12.3 - WARRANTY, the Warranty Period for Work completed under this Contract shall be as follows:
- .1 12 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; and
 - .2 12 months from the date of Total Performance of the Contract for all Work completed after the date of Substantial Performance of the Contract.
- 15.2 In addition to the warranty periods specified above, the Work may be subject to extended warranties pursuant to GC 12.3 – WARRANTY, paragraph 12.3.6.

ARTICLE A-16 ENTIRE AGREEMENT

- 16.1 This Contract represents the entire agreement between the Contractor and the Owner 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 COUNTERPARTS

- 17.1 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.

DEFINITIONS

The Definitions of the Stipulated Price Contract CCDC – 2008 are hereby amended as follows:

1. Change Directive

Delete the words “within the general scope of the Contract Documents”.

4. Consultant

Add the following sentence after the last sentence:

Wherever used in the Contract Documents, the words “Engineer”, “Architect” and “Consultant” shall be regarded as synonymous.

5. Contract

Add the following sentence after the last sentence:

The Contract supersedes all prior negotiations, representation 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.

6. Contract Documents

Delete the words “Article A-3 of the Agreement – CONTRACT DOCUMENTS” and replace them with “Article A-3 of the Agreement – CONTRACT DOCUMENTS AND REFERENCE DOCUMENTS”.

Add the words “in writing” after the word “upon” in the second line.

8. Contract Time

Delete in its entirety and replace with the following:

The Contract Time is the timeframe stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK for completion of the Work.

9. Contractor

Add the following sentence after the last sentence:

Wherever used in the Contract Documents, the words “Contractor” and “General Contractor” shall be regarded as synonymous.

10. Drawings

Delete in its entirety and replace with the following:

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. Wherever used in the Contract Documents, the words “Drawings” and “Contract Drawings” shall be regarded as synonymous.

13. Place of the Work

Add the following sentence after the last sentence:

Wherever used in the Contract Documents, the terms “Place of the Work” and “Site” shall be regarded as synonymous.

16. Provide

Add the following after “install”:

or supply, install and connect as applicable, complete and in place, including accessories, finishes, tests, and services required to render each item so specified complete and ready for use.

17. Shop Drawings

Delete “which the Contractor provides” and replace with “to be provided by the Contractor”.

18. Specifications

Add “and approved, in writing, by the Owner” after “issued,”.

19. Subcontractor

Delete in its entirety and replace with the following:

Subcontractor means a person, firm or corporation not contracting with or employed directly by the Owner, 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.

20. Substantial Performance of the Work

Delete in its entirety.

25. Work

Add “, Products, installation, commissioning, checkout, start-up, testing” after “total construction”.

26. Working Day

Delete in its entirety and replace with the following:

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

NEW DEFINITIONS

Add the following new Definitions:

27. As-Built Drawings

As-Built Drawings means drawings prepared by the Contractor by marking on a copy of the Drawings the changes from the Drawings which occur during construction including, but not limited to, the exact location of major building components that were shown generally on the Drawings.

28. Authorities Having Jurisdiction

The phrase Authorities Having Jurisdiction or the term Authorities means those authorities having jurisdiction under law over the Work or parts thereof.

29. Bid

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

30. Business Day

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

31. Cash Allowance Disbursement Authorization (CADA)

A Cash Allowance Disbursement Authorization is an authorization to the Contractor to expend monies from Cash Allowances included in the Contract Price.

32. Commission

Commission means, and Commissioning refers to, the procedure which includes checking, testing, adjusting and measuring Work performed by the Contractor to demonstrate and verify the installation, operation and performance of all components and the entire system.

33. Commissioning Agent

Commissioning Agent shall mean the independent commissioning authority (CA) hired by the Owner to review and confirm all mechanical and electrical systems.

34. Construction Act

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

35. Constructor

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.

36. Contract Completion

Contract Completion means when the entire Work except those items arising from the provisions of GC 12.3 – WARRANTY has been performed to the requirements of the Contract Documents and is so certified by the Consultant.

37. Contract Schedule

Contract Schedule means the schedule indicating the timing of major activities of the Work submitted by the Contractor and approved in writing by the Owner including attaining Substantial Performance of the Contract by the Substantial Performance date.

38. Day

Day means a calendar day.

39. Equivalent

Equivalent means an alternative product, material or manufacturer proposed by the Contractor during the course of the Contract and demonstrated to the Owner's 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.

40. Final Proper Invoice

Final Proper Invoice shall have the meaning prescribed in GC 5.7 – FINAL PAYMENT, paragraph 5.7.13.

41. Final Quantity Reconciliation Meeting

Final Quantity Reconciliation Meeting shall have the meaning prescribed in GC 5.7 – FINAL PAYMENT, paragraph 5.7.12.

42. Install

Install means completion of the following activities, including the associated labour, services, plant, construction machinery and equipment required to:

- .1 Remove Products from storage and locate for placement,
- .2 Position and adjust Products for final placement,
- .3 Affix and anchor Products in final placement, in accordance with manufacturers' instructions and Contract Documents,
- .4 Commission and adjust Products for proper operation.

43. Interim Milestone

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

44. Local Municipality

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.

45. Make Good

Make Good means repairing, restoring, refurbishing, rehabilitating, or performing filling operation on any existing components disturbed due to work of this Contract, to at least the condition existing at the commencement of the Work, in terms of construction integrity, finishes, alignment with existing adjoining surfaces, compatibility of materials, sound attenuation criteria, exfiltration/infiltration requirements, air/vapour barrier and thermal continuity.

46. Other Contractor

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 Owner, the Local Municipality or any other governmental agencies, property owners, developers or utility companies and their respective contractors.

47. Payment Period

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 Owner and the Contractor at the pre-construction meeting. In the event the Owner 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.

48. Pre-Invoice Submission Meeting

Pre-Invoice Submission Meeting shall have the meaning prescribed in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.7.

49. Preliminary Estimate for Payment (PEP)

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.

50. Professional Engineer

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

51. Professional Geoscientist

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

52. Proper Invoice

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

53. Proper Invoice for Subcontract Holdback

Proper Invoice for Subcontract Holdback shall have the meaning prescribed in GC 5.6 – PROGRESSIVE RELEASE OF HOLDBACK, paragraph 5.6.5.

54. Proper Invoice Submission Date

Proper Invoice Submission Date shall have the meaning prescribed in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.9.

55. Region

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

56. Reports

Reports means the Reports set out in Article A-3 of the Agreement – CONTRACT DOCUMENTS AND REFERENCE DOCUMENTS.

57. Site

Site shall have the same meaning as the Place of the Work as defined in the Definitions.

58. Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

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

59. Substantial Performance of the Contract

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 Owner. The Contract may specify additional requirements which must be met in order to obtain Substantial Performance of the Contract.

60. Supply

Supply means completion of the following activities, including the associated labour, services, plant, construction machinery and equipment required to:

- .1 Fabricate or purchase Products;
- .2 Deliver Products to the Place of the Work;
- .3 Unload Products; and
- .4 Store Products in accordance with manufacturers' instructions.

Wherever used in the Contract Documents, the words "Supply" and "Furnish" shall be regarded as synonymous.

61. Total Performance of the Contract

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 definition, Total Performance of the Contract shall have been reached when the entire Work, except those items arising from the provisions of GC 12.3 - WARRANTY, has been performed to the requirements of the Contract as certified by the Owner. The Contract may specify additional requirements which must be met in order to obtain Total Performance of the Contract.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

The General Conditions of the Stipulated Price Contract CCDC 2 – 2008 are hereby amended as follows:

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

Paragraph 1.1.1

Delete the first sentence in paragraph 1.1.1 and replace it with the following:

The intent of the Contract Documents is to include the construction, labour, Products, Construction Equipment and other services necessary, complementary or ancillary, for the performance and completion of the Work by the Contractor in accordance with the Contract Documents or reasonably inferable from them.

Paragraph 1.1.6

Add the following to the end of paragraph 1.1.6:

or in establishing the extent of the work to be performed by a trade. The Specifications are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the Contract Documents will be construed to place responsibility on the Consultant to settle disputes among the Subcontractors and Suppliers or as between them and the Contractor with respect to such divisions.

Paragraphs 1.1.7 and 1.1.8

Delete paragraphs 1.1.7 and 1.1.8 and replace them with the following:

1.1.7 In the event of conflicts or inconsistencies between Contract Documents, the following shall apply:

- .1 figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing;
- .2 Drawings of larger scale shall govern over those of smaller scale of the same date;
- .3 Specifications shall govern over Drawings;
- .4 Division 1 of the Specifications shall govern over all other Specifications;
- .5 the Bid shall govern over the Specifications;
- .6 Definitions shall govern over the Bid;
- .7 General Conditions shall govern over Definitions;
- .8 Supplementary Conditions shall govern over General Conditions;
- .9 Permits shall govern over Supplementary Conditions;
- .10 the Agreement between the Owner and the Contractor shall govern over all other documents;
- .11 executed amendments to specific parts of the Contract Documents shall govern over the executed specific parts in Contract Documents affected by the amendments;
- .12 later dated documents shall govern over earlier documents of the same type; and
- .13 in case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

1.1.8 At the request of the Contractor, the Owner may provide printed copies of the Contract Documents at the Contractor's expense.

Paragraph 1.1.9

Delete “and shall remain the Consultant’s property” from the first sentence and replace it with “not the Contractor’s property”.

New Paragraphs 1.1.11 to 1.1.24

Add the following new paragraphs to GC 1.1:

- 1.1.11 All documents and data furnished by the Owner to the Contractor are and shall remain the property of the Owner, with the exception of the signed Contract sets belonging to each party to the Contract. The Contractor may, at its cost, copy, use and communicate any such documents for the sole purposes of the Contract. Such documents shall not, without the written authorization of the Owner, be used, copied or communicated to a third party by the Contractor except as necessary for the sole purposes of the Contract.
- 1.1.12 All documents developed in connection with the Work by the Contractor shall become the sole property of the Owner with full and absolute title thereto. The Contractor shall execute and deliver and shall cause the Subcontractors and Suppliers to execute and deliver for no additional consideration all such transfers, assignments, deeds and other conveyances as the Owner may require to give effect to the foregoing. The Owner shall provide or cause to be provided without royalty, fee or other costs to the Contractor all licenses necessary to enable the Contractor to use such documents in connection with the Work, including the correction of defects and deficiencies during the Warranty Period.
- 1.1.13 The Contractor shall review the Contract Documents and shall report promptly to the Owner and the Consultant any error, inconsistency, or omission the Contractor may discover. If the Contractor does discover any error, inconsistency, or omission in the Contract Documents, the Contractor shall not proceed with the Work affected until the error, inconsistency or omission has been addressed and in dealing with such error, inconsistency or omission the Contractor shall co-operate with the Owner in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the Contract Price or delay in the progress of the Work.
- 1.1.14 The Contractor declares and represents that in entering into the Contract with the Owner for the performance of the Work, it has reviewed the Contract Documents including, without limitation, the Reports provided by the Owner and has satisfied itself of the character of the Work to be done and all local conditions including, without limitation, the position of all pole lines, conduits, watermains, sewers and other underground and overground utilities and structures identified in or reasonably inferable from the Contract Documents, and the Contractor has assumed and does hereby assume all risk of conditions now existing or arising in the course of the Work which are identified in, or reasonably inferred from, the Contract Documents, which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the Contract was signed.
- 1.1.15 Headings of all General Conditions of the Stipulated Price Contract and of all sections of the specifications are inserted for reference convenience only and shall not affect the Work, nor the interpretation of the Contract Documents.
- 1.1.16 Syntax
 - .1 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 Owner”, unless the context provides otherwise.

- .2 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 Owner”, unless the context provides otherwise.
 - .3 Where the masculine is used in the Contract Documents, it shall be read and interpreted as if the feminine or neuter had been used when the context of the statement so requires, and the rest of the sentence, clause, paragraph or item shall be interpreted as if all changes in grammar, gender or terminology thereby rendered necessary had been made.
 - .4 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.
 - .5 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.
 - .6 Reference to the word “Section” or “Sections” in the Contract Documents shall mean a Section or Sections of the Divisions of the Specifications, if applicable.
- 1.1.17 Unless otherwise expressly provided herein, whenever in the Contract any matter is subject to the consent, approval, determination, authorization, consideration or authority of the Owner or is to be acceptable or to the satisfaction of the Owner, such consent, approval, determination, authorization, consideration, authority or determination of acceptability or satisfaction shall be in the sole discretion of the Owner acting reasonably.
 - 1.1.18 No implied terms or obligations of any kind by or on behalf of the Owner shall arise from anything in the Contract and the express covenants and agreements therein contained and made by the Owner are the only covenants and agreements upon which any rights against the Owner are to be founded.
 - 1.1.19 Any notices, requests, demands, instructions, consents, authorizations, approvals, certificates, determinations or other communications, with the exception of applications for payment under PART 5 - PAYMENT (a "notice") shall be in writing and shall be given in the manner set forth in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING, and unless a specific time period for the giving of such notice is specified in the Contract Documents, such notice shall not be unreasonably delayed.
 - 1.1.20 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.
 - 1.1.21 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.
 - 1.1.22 Where applicable, OPS specifications and drawings shall be amended as follows:
 "Engineer" shall mean Commissioner and "Ministry" and “Authority” shall mean the Region.

- 1.1.23 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 mean all regulations enacted under such statute.
- 1.1.24 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 1.3 RIGHTS AND REMEDIES

Paragraph 1.3.2

Delete the word "No" from the beginning of the first sentence and replace it with the words "Except with respect to the notice requirements set out in GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS, paragraph 6.4.1, GC 6.5 – DELAYS, paragraph 6.5.4, and GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE, paragraph 6.6.1, no".

New Paragraph 1.3.3

Add the following new paragraph to GC 1.3:

- 1.3.3 Notwithstanding paragraph 1.3.1, the Owner shall not be liable, whether in contract, tort, or any other theory of law or statute, for any claim arising from any prior negotiation, representation, or agreement, whether written or oral, which is superseded by the Contract under Article A-2 of the Agreement - AGREEMENTS AND AMENDMENTS.

GC 1.4 ASSIGNMENT

Paragraph 1.4.1

Delete paragraph 1.4.1 and replace it with the following:

- 1.4.1 The Contract, or any part thereof, including, the Work to be performed thereunder or any monies payable thereunder shall not be transferred, assigned (including an assignment by way of security) or otherwise disposed of by the Contractor without the written consent of the Owner. It is further agreed that the said written consent shall not, under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract.

NEW GENERAL CONDITIONS GC 1.5 TO GC 1.7

Add new GC 1.5, GC 1.6 and GC 1.7 as follows:

GC 1.5 CO-OPERATION, CONSULTATION AND CO-ORDINATION

- 1.5.1 The Contractor shall, at all times and as part of the Work, fully assist, co-operate, consult and co-ordinate with the Consultant and any other consultants or other entities retained or identified by the Owner which are related to the Project (collectively, the "Other Entities"). The objective of such assistance, co-operation, consultation and co-ordination is to make certain the Work is properly coordinated with and integrated with the work and services of the Other Entities.
- 1.5.2 Without limiting the generality of any other provision in the Contract, the Contractor shall attend all design, construction, general co-ordination and progress meetings relating to the Work between the Consultant, the Owner and Other Entities and any other meeting relating to the Project as requested by the Owner to discuss and resolve all matters and issues

relating to the Project. The Contractor shall, on a timely basis, prepare and distribute detailed minutes to the Owner of the construction and progress meetings which it attends, if requested by the Owner.

GC 1.6 NON-RESIDENT

- 1.6.1 If the Contractor is non-resident in Ontario or Canada it shall obtain a GST/HST Registration Number prior to commencement of the Work.
- 1.6.2 The Contractor shall ensure that all Subcontractors whom it proposes to use for carrying 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 1.7 REVIEW BY OWNER AND REVIEW BY CONSULTANT

- 1.7.1 Neither the Owner's and/or Consultant's receipt, review or approval of any documents or the Work nor the failure of the Owner and/or Consultant to provide comment shall limit, waive or diminish the Contractor's obligations, responsibilities, duties or liabilities under the Contract. The review or approval by the Owner and/or Consultant is intended only to ascertain that the document or the performance of the Contractor's duties, liabilities, responsibilities or obligations under the Contract including, without limitation, the Work generally meets the intention of the Contract and is not an assurance or confirmation of the adequacy, quality, fitness, suitability or correctness of the Contractor's obligations, responsibilities, duties and liabilities under the Contract including, without limitation, the Work, for which the Contractor is solely responsible in accordance with the Contract.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

Paragraph 2.1.3

Delete "against whom the Contractor makes no reasonable objection and".

GC 2.2 ROLE OF THE CONSULTANT

Paragraph 2.2.3

Add the following sentence to the end of paragraph 2.2.3:

The presence of such project representatives at the Place of the Work will not abrogate any of the Contractor's responsibility to perform the Work as required by the Contract Documents.

Paragraph 2.2.4

Delete paragraph 2.2.4 in its entirety.

Paragraph 2.2.5

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

- 2.2.5 Based on the Consultant's observations and evaluation of the Contractor's applications for payment, the Consultant will determine the amounts owing to the Contractor under the Contract, subject to the Owner's approval and the conditions of the Contract.

Paragraph 2.2.6

Insert the words "to the Contractor" after the words "the Consultant will not be responsible" in each of the first two sentences.

Paragraph 2.2.7

Delete the words "Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the" at the beginning of the first sentence and replace them with the word "The".

Paragraph 2.2.13

Add the following to the end of paragraph 2.2.13:

If, in the opinion of the Contractor, performance of the Supplemental Instruction will result in an increase in the Contract Price or to the Contract Time, the Contractor shall, within 10 Working Days of receipt of the Supplemental Instruction, provide the Consultant with Notice in Writing of the cause and duration of the delay and of any increase in Contract Price. Failure to provide the Notice in Writing shall be a deemed acceptance of the Supplemental Instruction by the Contractor without adjustment in the Contract Price or Contract Time.

Paragraph 2.2.14

Delete paragraph 2.2.14 in its entirety and replace it with the following:

2.2.14 The Consultant will review and take appropriate action upon Shop Drawings, samples and other Contractor's Submittals which are provided, in accordance with the Contract Documents. The Consultant's review of the Shop Drawings, samples and Submittals and on-site observation of the construction work is to determine if the Contractor's submittals and work appear to be in general conformance with the design set forth in the Contract Documents prepared by the Consultant.

Paragraph 2.2.16

Delete all references to "Substantial Performance of the Work" and replace them with "Substantial Performance of the Contract".

Paragraph 2.2.17

Insert the words "to the Contractor" after the words "the Consultant does not guarantee".

New Paragraphs 2.2.19 to 2.2.22

Add the following new paragraphs to GC 2.2:

- 2.2.19 The Consultant will conduct reviews of the Work to determine the date of Total Performance of the Contract as provided in GC 5.7 – FINAL PAYMENT.
- 2.2.20 The Consultant shall not be required to decide on questions arising under agreements or Contracts between the Contractor and the Contractor's Subcontractors or Suppliers.
- 2.2.21 The Consultant's review shall not be considered to be complete in every detail or exhaustive and shall also not relieve any Contractor, Subcontractor, Supplier, manufacturer, fabricator, or other third party of responsibility for any deficiency that may exist or for any departures or deviations from the requirements of the Contract Documents or of the responsibility to co-ordinate the Work, or portion of the Work, of one trade with another.
- 2.2.22 The Consultant's services will be performed solely for the benefit of the Owner and no Contractor, Subcontractor, manufacturer, supplier, fabricator or other third party shall have any claim against the Consultant as a result of the Owner-Architect Agreement or the performance or non-performance of the Consultant's services. The Contractor shall bring this provision to the attention of the parties with whom it contracts and have them do the same with those with whom they contract.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

Paragraph 2.3.1

Delete "the Consultant" and replace with "the Consultant and Owner" in the second sentence only.

Paragraph 2.3.2

Add the words “regulations, rules, bylaws, standards, guidelines, permits, statutes, codes,” before the words “laws or ordinances”.

Paragraph 2.3.6

Delete paragraph 2.3.6 and replace it with the following:

The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is required, by the Contract Documents or the Consultant, to be performed by the Contractor, or if such test or inspection is required by the laws or ordinances applicable to the Place of the Work. The cost of the testing required by the Consultant will be payable by the Contractor only if the test results show that the specification requirements have not been met because of the Contractor’s negligence.

Paragraph 2.3.7

Delete the words “designated in” and replace them with the words “required by”.

New Paragraphs 2.3.8 to 2.3.10

Add the following new paragraphs to GC 2.3:

- 2.3.8 The Contractor shall immediately inform the Owner and the Consultant of any notices, warnings or asserted violations issued by any regulatory or government agencies having jurisdiction relating to the Work.
- 2.3.9 The Consultant’s and/or Owner’s review shall not be considered to be complete in every detail or exhaustive and shall also not relieve any Contractor, Subcontractor, Supplier, manufacturer, fabricator, or other third party of responsibility for any deficiency that may exist or for any departures or deviations from the requirements of the Contract Documents or of the responsibility to co-ordinate the Work, or portion of the Work, of one trade with another.
- 2.3.10 Where standards of performance are specified in the Contract Documents and the Work does not comply with the performance specified, such deficiency shall be corrected as directed by the Consultant. Any testing of work identified as defective in accordance with GC 2.4 – DEFECTIVE WORK, including retesting required by the Owner to verify performance, shall be done at the Contractor’s expense.

GC 2.4 DEFECTIVE WORK

Delete in GC 2.4 its entirety and replace it with the following:

GC 2.4 DEFECTIVE WORK

- 2.4.1 The Contractor shall promptly correct defective work that has been rejected by the Consultant and/or Owner as failing to conform to the Contract Documents, at the Contractor’s expense, whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor.
- 2.4.2 The Contractor shall promptly correct, at its own expense, defects or deficiencies in the Work which appear prior to and during the warranty period(s) specified in the Contract Documents. The Contractor shall rectify, at its own expense, in an acceptable manner all other defective work and like deficiencies throughout the Work whether or not they are specifically identified by the Owner or the Consultant.
- 2.4.3 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner acting reasonably, adversely affects the day to day operation of the Owner.

- 2.4.4 The Contractor agrees to correct and pay for damage resulting from corrections made under the requirements of paragraphs 2.4.1 and 2.4.2.
- 2.4.5 The Contractor shall promptly pay the Owner for costs incurred by the Owner, the Owner's own forces or the Owner's Other Contractors, for work destroyed or damaged or any alterations necessitated by the Contractor's removal, replacement or re-execution of defective work. The Owner may appoint the Contractor to rectify any such deficiencies to Subcontractor' work, at the Contractor's expense.
- 2.4.6 If in the opinion of the Consultant or Owner it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the value of such work as is necessary to correct any non-compliance with the Contract Documents, the amount of which will be determined by the Owner acting reasonably.
- 2.4.7 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner acting reasonably, adversely affects the day-to-day operations of the Owner.
- 2.4.8 The Consultant shall not have any power to waive any obligations of the Contractor for the furnishing by the Contractor of good materials and of its performing good work as herein described and in full accordance with the Contract Documents. No failure or omission of the Owner or the Consultant to condemn any defective work or material shall release the Contractor from the obligation to at once tear out, remove and properly replace the same at any time upon the discovery of said defective work or material, at the Contractor's expense. In case the Contractor should refuse or neglect to remove any rejected work or material within 48 hours after written notice from the Owner or, if the removal would reasonably require more than 48 hours to complete, the Contractor has failed to commence the removal work within 48 hours, such work or material may be removed by order of the Owner at the Contractor's expense and the Owner may deduct the cost of same from any monies otherwise due or that may become due to the Contractor.
- 2.4.9 The carrying out of replacement Work and making good of defects shall be executed at times convenient to the Owner and may require work outside of normal working hours at the Contractor's expense.
- 2.4.10 The remedies of the Owner set forth above shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any provisions of the Contract Documents.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

Paragraph 3.1.2

Add the word "schedules" after the word "techniques".

New Paragraphs 3.1.3 to 3.1.6

Add the following new paragraphs to GC 3.1:

- 3.1.3 Prior to commencing the Work and individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for the proper fabrication, assembly, installation and completion of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included, or contradictions exist, or exact locations are not apparent in the Contract Documents, the Contractor shall immediately notify the Consultant in writing and obtain Supplemental Instructions from the Consultant before proceeding with any part of the affected work.

- 3.1.4 Without limiting the generality of the foregoing, the Contractor is responsible for the coordination of the various parts of the Work so that no part is left in an unfinished or incomplete condition.
- 3.1.5 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel 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.
- 3.1.6 The Contractor is solely responsible for the quality of the Work and shall undertake any quality control activities specified in the Contract Documents.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

Delete in GC 3.2 its entirety and replace it with the following:

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The Owner 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 Owner, its agents or Other Contractors, access to the Place of the Work for the purpose of constructing or installing collateral work as the Owner may deem necessary.
- 3.2.2 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.
- 3.2.3 The Contractor agrees not to interfere with, or prevent, the performance of such collateral work by the agents or Other Contractors of the Owner. In the event that the Contractor is delayed in the performance of a critical path activity on the Construction Schedule by the construction or installation of such collateral works, this shall be considered a delay event pursuant to paragraph 6.5.1.
- 3.2.4 Entry by the Owner, its agents or Other Contractors to the Place of the Work does not constitute acceptance of the Work and does not relieve the Contractor of its responsibilities under the Contract.
- 3.2.5 The placement, installation and connection of collateral work by the Owner, 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.
- 3.2.6 In the event that the Work coincides with the work of the Owner, Other Contractors, utility companies and/or the Local Municipality, the Contractor shall cooperate with the Owner, Other Contractors, utility companies and the Local Municipality in order to facilitate free access to their work at all times. The Owner 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 proposed work areas of the Owner, Other Contractors, utility companies and/or the Local Municipality) in order to avoid placing the Owner in the position of "Constructor" within the meaning prescribed in the Occupational Health and Safety Act, RSO 1990, c O.1.
- 3.2.7 Where separations in time and/or space cannot be provided from the proposed work areas of the Owner, Other Contractors, utility companies and/or the Local Municipality, the Contractor agrees to be the "Constructor" for and in respect of all work being performed at the Site.

- 3.2.8 The Contractor shall have right to remove representatives of Other Contractors, the Consultant and the Owner from the Site for failure to adhere to reasonable safety instructions.

GC 3.3 TEMPORARY WORK

Delete the heading “TEMPORARY WORK” and replace it with “TEMPORARY SUPPORTS, STRUCTURES AND FACILITIES”

Paragraph 3.3.3

Delete paragraph 3.3.3 in its entirety.

GC 3.4 DOCUMENT REVIEW

Delete in GC 3.4 its entirety and replace it with the following:

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency, or omission the Contractor may discover. Such review by the Contractor shall be undertaken with the standard of care described in GC 3.14 – PERFORMANCE BY CONTRACTOR, paragraph 3.14.1. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered through the exercise of the required standard of care. If the Contractor does discover any error, inconsistency, or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.
- 3.4.2 The lack of reference on a drawing or in a specification to labour or products that are required or normally recognized within the applicable trade practice as being necessary for the complete execution of the Work shall not constitute an error, inconsistency or omission.
- 3.4.3 The issuance of Requests for Information by the Contractor shall not entitle the Contractor to any increases to the Contract Price or Contract Time.
- 3.4.4 If, at any time, the Contractor finds errors, inconsistencies, or omissions in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall immediately notify the Consultant, and request a Supplemental Instruction, Change Order, or Change Directive, as the case may require. Neither the Owner nor the Consultant will be responsible for the consequences of any action of the Contractor based on oral instructions.

GC 3.5 CONSTRUCTION SCHEDULE

Delete in GC 3.5 its entirety and replace it with the following:

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The Contractor shall:
- .1 prior to commencement of construction, prepare and submit to the Owner and the Consultant for their review and acceptance a construction schedule indicating the critical path for the Project, using “Microsoft Project” or equivalent, demonstrating that the Work will be performed in conformity with the Contract Time, and shall conform to the phasing and sequencing requirements for the Work as set out in the Contract Documents or as otherwise required by the Consultant or the Owner including, without limitation, a Products delivery schedule with respect to the Products whose delivery is critical to the schedule of the Work. The Contractor shall provide the schedule information required by

this paragraph 3.5.1.1 in both electronic format and hard copy. Once approved by the Owner and the Consultant, the construction schedule submitted by the Contractor under this paragraph 3.5.1.1, as updated by the Contractor and approved by the Owner, shall become the "Construction Schedule";

- .2 monitor the progress of the Work on a weekly basis relative to the Construction Schedule and update the Construction Schedule on a monthly basis;
 - .3 perform the Work in accordance with the Construction Schedule;
 - .4 advise the Consultant of any revisions required to the Construction Schedule as a result of extension of the Contract Time in accordance with PART 6 – CHANGES IN THE WORK; and
 - .5 identify potential variances between scheduling and scheduled completion dates and implement necessary adjustments in the Construction Schedule in order to meet the Substantial Performance Date.
- 3.5.2 On request of the Consultant the Contractor shall provide information regarding the progress of the Work or any part of it, or copies, schedules and orders covering materials, components and services. The Contractor shall cooperate fully with the Consultant and shall ensure that all Subcontractors and Suppliers and anyone for whom the Subcontractors and Suppliers may be responsible also cooperate and make available on request the same documents.
- 3.5.3 Without limiting the other obligations of the Contractor under GC 3.5 – CONSTRUCTION SCHEDULE, the Contractor shall not amend the Construction Schedule (including, without limitation, any changes to the critical path) without the prior written approval of the Owner.
- 3.5.4 If, at any time, the Owner or the Consultant advise the Contractor that it appears that the actual progress of the Work is behind schedule or is likely to become behind schedule, or if the Contractor has given notice of such to the Owner or the Consultant, the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the schedule or minimize the resulting delay and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve the recovery of the schedule. If the Contractor intends to apply for a change in the Contract Price or claim compensation for delay in relation to a schedule recovery plan, then the Contractor shall proceed in accordance with GC 6.5 – DELAYS.

GC 3.6 SUPERVISION

Delete GC 3.6 - SUPERVISION in its entirety and replace it with the following:

GC 3.6 CONTRACTOR'S PERSONNEL COMMITMENT

- 3.6.1 The Contractor shall furnish competent and adequate staff, who shall be in attendance at the Place of the Work at all times, as necessary, for the proper administration, co-ordination, supervision and superintendence of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workmen on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 3.6.2 Prior to commencement of the Work, the Contractor shall select a competent and experienced full time project manager (the "**Project Manager**") who shall be engaged in the Work at all times, and a competent and experienced full time site supervisor (the "**Site Supervisor**") who shall be in attendance at the Place of the Work at all times. Both the Project Manager and Site Supervisor shall be Gold Seal Certified or equivalent. The Project Manager shall have full responsibility for the prosecution of the Work, with full authority to act in all matters as may be necessary for the proper co-ordination, supervision, direction and technical administration of the Work, who shall attend site meetings in order to render reports on the progress of the Work and who shall have authority to bind the Contractor in all matters

related to this Contract. The Project Manager and the Site Supervisor shall be satisfactory to the Owner and shall not be changed except for good reason and with the prior written approval of the Owner.

- 3.6.3 The Project Manager and Site Supervisor shall represent the Contractor at the Place of the Work and notices and instructions given to the Project Manager and/or the Site Supervisor shall be held to have been received by the Contractor.
- 3.6.4 The Contractor may not change its Project Manager or its Site Supervisor without the Owner's prior written approval which shall not be unreasonably withheld. Further, the Contractor shall not employ or continue to employ on the Work anyone to whom the Owner may reasonably object.
- 3.6.5 The Contractor shall provide the Owner and the Consultant with the names, addresses and telephone numbers of the Project Manager, the Site Supervisor and other responsible field persons who may be contacted for emergency and other reasons during non-working hours.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Paragraph 3.7.4

Delete paragraph 3.7.4 in its entirety.

New Paragraphs 3.7.7 to 3.7.10

Add the following new paragraphs to GC 3.7:

- 3.7.7 The Contractor acknowledges and agrees that it shall not retain the services of any Subcontractors not identified in the Schedule of Subcontractors in its Bid without the prior written authorization of the Owner and/or Consultant which consent shall not be unreasonably withheld. In no event will the Contract Time be extended, or the Contract Price be increased in the event of such a change.
- 3.7.8 In the event that the Contractor requires a change of, replacement to or addition of a named Subcontractor or Supplier, the Contractor shall advise the Owner in writing, giving reasons therefore, and shall obtain the prior written approval of the Owner to such change, replacement or addition. In no event will the Contract Price be increased, or the Contract Time extended as a result of such change, replacement or addition.
- 3.7.9 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, a Subcontractor, a Supplier or their respective agents, employees or any other persons performing any part of the Work.
- 3.7.10 The Contractor shall, in the case of its Subcontractors, be responsible for ensuring that they obtain all necessary permits, fees, licences, certifications and all insurance in connection with the Work as may be required by laws and regulations and that they comply with all laws and regulations and the Contract Documents.

GC 3.8 LABOUR AND PRODUCTS

Paragraph 3.8.1

Add new subparagraphs 3.8.1.1 to 3.8.1.5:

- 3.8.1.1 Without limiting any other obligation of the Contractor under the Contract Documents or any rights of the Owner, including the rights set out in GC 5.3 - PROGRESS PAYMENT, the Contractor shall remove all liens from title immediately upon notification that a lien or liens have been registered or filed against title, provided that the lien or liens have been placed by a Subcontractor, Supplier, labourer, mechanic or any other lien claimant claiming under or through the Contractor or in respect of the Work, to the extent the Contractor has been paid for the applicable Work. To the extent that the cost of the Work to complete the Project exceeds the Contract Price ("Account Deficiency"), the

Owner may demand the Contractor to pay such Account Deficiency without further payment from the Owner prior to additional payments being due to the Contractor; and, in addition, the Contractor's obligation to remove liens from title shall be bound without limitation for Account Deficiency.

- 3.8.1.2 If a lien is registered by a Subcontractor, Supplier, labourer, mechanic or any other lien claimant claiming under or through the Contractor or in respect of the Work, the Owner may, at its option require the Contractor to defend the Owner with respect to any action which may arise as a result of such lien or the Owner may assume carriage and control of such action and any costs which may result from such action, including any legal costs incurred in removing such registered lien may be deducted by the Owner from any monies otherwise due or that may become due to the Contractor.
- 3.8.1.3 If the Owner receives a written notice of a lien or claim for lien in respect of the Work, the Contractor shall pay to the Owner the amount of the lien plus an additional 25% of the lien amount, to be retained as a holdback until the Owner is satisfied that all accounts have been paid in full and any liens have been vacated, withdrawn or discharged, as applicable.
- 3.8.1.4 If the Contractor fails to vacate, withdraw or discharge such liens, the Owner may vacate the lien(s) and may, without limiting its other rights and remedies hereunder, deduct from the monies held pursuant to paragraph 3.8.1.3, the amount of such lien(s), together with all costs and expenses incurred by the Owner in connection therewith.
- 3.8.1.5 Unless otherwise specified, all materials existing at the Place of the Work at the time of execution of the Contract shall remain the property of the Owner. All Work, Products and materials delivered by the Contractor which form part of the Work shall be considered the property of the Owner, but the Contractor shall remove all supplies or rejected materials as its property when notified in writing to do so by the Consultant. All such materials, Work and Products shall remain at the risk of the Contractor who shall be held responsible for the safe keeping of same.

Paragraphs 3.8.2 and 3.8.3

Delete paragraphs 3.8.2 and 3.8.3 and replace them with the following:

- 3.8.2 Unless otherwise specified in the Contract Documents, Products provided shall be new, free from defects, and as specified. The Contractor shall not provide substitutions for specified Products without the express written consent of the Consultant and the Owner. Products which are not specified should be of a quality best suited to the purpose required and their use shall be subject to the approval of the Consultant and/or Owner.
- 3.8.3 The Contractor shall maintain good order and discipline among its employees, agents, Subcontractors and Suppliers engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned. The Contractor shall submit job site rules for the review and approval of the Owner. Any such job site rules prepared by the Contractor shall be consistent with the Contractor's duties and obligations under all applicable laws and regulations and shall also include provisions making consumption of alcohol or non-prescription drugs at the Place of the Work the subject of disciplinary proceedings and/or termination of employment at the Work. Whenever the Owner or the Consultant shall inform the Contractor in writing that any person performing the Work, in its opinion:
 - .1 is incompetent or disorderly;
 - .2 interferes with the ability of the Contractor, Subcontractors or Subcontractor to perform the Work;
 - .3 carries on an unlawful activity;
 - .4 acts in a manner inconsistent with the timely completion of the Work;

- .5 injures or attempts to injure any person or causes any damage to any property;
- .6 is not using all reasonable efforts to work safely;
- .7 has failed to comply with a direction from the Owner, the Consultant or the Owner's Health and Safety Auditor, including a direction to stop Work; or
- .8 acts in a manner that is abusive or offensive to representatives of the Owner, the Consultant or any member of the public

such person or persons shall be discharged from the Work and shall not again be employed on this Contract without the Owner's prior written consent.

New Paragraphs 3.8.4 and 3.8.5:

Add the following new paragraphs to GC 3.8:

- 3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.
- 3.8.5 The Contractor represents and warrants that the Products provided for in accordance with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the Products to seizure and/or removal from the Place of the Work.

GC 3.9 DOCUMENTS AT THE SITE

Paragraph 3.9.1

Add the words "Supplemental Instructions, Contemplated Change Orders, Change Orders, Change Directives, Cash Allowance Disbursement Authorizations, reviewed Shop Drawings," after the words "Contract Documents".

GC 3.10 SHOP DRAWINGS

Delete the heading "SHOP DRAWINGS" and replace it with "SHOP DRAWINGS AND OTHER SUBMITTALS"

Paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10 and 3.10.11

Add the words "and Submittals" after the words "Shop Drawings".

Paragraph 3.10.1

Add the words "or as the Consultant may reasonably request" at the end of the paragraph.

Paragraph 3.10.3:

Delete paragraph 3.10.3 and replace it with the following:

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

Paragraph 3.10.12:

Delete paragraph 3.10.12 and replace it with the following:

- 3.10.12 The Consultant will review and return Shop Drawings and Submittals in accordance with the schedule agreed upon in paragraph 3.10.3, or, in the absence of such schedule, within 10 Working Days or such longer period as may be reasonably required by the Consultant. If, for any reason, the Consultant cannot process them within the time periods specified herein, the Consultant shall notify the Contractor and they shall meet to

review and arrive at an acceptable revised schedule for processing. The Contractor shall update the Shop Drawings and Submittals Schedule to correspond to changes in the Construction Schedule. Changes in the Contract Price or Contract Time may be made only as otherwise provided in the Contract.

GC 3.12 CUTTING AND REMEDIAL WORK

Paragraph 3.12.3

Delete the words “GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES” and replace them with “GC 6.1 – CHANGES IN THE WORK”.

GC 3.13 CLEAN UP

Paragraph 3.13.2

Delete all references to “Substantial Performance of the Work” and replace them with “Substantial Performance of the Contract”.

New Paragraph 3.13.4:

Add the following new paragraph to GC 3.13:

- 3.13.4 The Owner shall have the right to back charge cleaning to the Contractor if it is not done within 24 hours of written notice to clean and the Owner shall have the right to back charge cost of damage to the Place of the Work caused by Contractor’s, Subcontractor’s or Supplier’s transportation in and out of the Place of the Work if not repaired within 5 Working Days of written notice to repair or before final payment, whichever is earlier.

NEW GENERAL CONDITIONS GC 3.14 TO GC 3.21

Add new GC 3.14, GC 3.15, GC 3.16, GC 3.17, GC 3.18, GC 3.19, GC 3.20 and GC 3.21 as follows:

GC 3.14 PERFORMANCE BY CONTRACTOR

- 3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the performance of the Contractor’s obligations, duties, and responsibilities shall be judged against this standard. The Contractor shall exercise the same standard of care, skill, and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.
- 3.14.2 The Contractor further represents, covenants and warrants to the Owner that:
- .1 the personnel it assigns to the Project are appropriately experienced;
 - .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform its work under the Contract.

GC 3.15 INTERFERENCE

- 3.15.1 If the Work, in whole or in part, involves the renovation of, or addition to, existing and occupied premises:
- .1 the Contractor shall maintain normal business operations and traffic flow, with a minimum of inconvenience to the tenants and occupants of the Place of the Work;
 - .2 subject to the provisions of the Contract Documents, the Contractor shall ensure that no essential services such as electric power, water supply or other public utilities are interrupted; and

- .3 in every case where an interruption to existing services or utilities is to occur during execution of the Work, the Contractor shall give the Owner five Working Days prior written notice. The Contractor shall reschedule any such interruption, at no additional cost to the Owner, if requested to do so in writing by the Owner.

GC 3.16 RIGHT OF ENTRY

- 3.16.1 The Owner shall have the right to enter or occupy the Place of the Work in whole or in part for the purpose of placing materials, fittings and equipment or for other uses at any time before Substantial Performance of the Contract, if, in the reasonable opinion of the Consultant, such entry or occupation does not prevent or substantially interfere with the Contractor's completion of the Contract or achieving Substantial Performance of the Contract within the timeframe specified in Article A-1 of the Agreement – THE WORK, paragraph 1.3.1. Such entry or occupation or use of equipment or systems shall not be considered as acceptance of the Work in whole or in part, or in any way relieve the Contractor from its responsibility as constructor under the Occupational Health and Safety Act, RSO 1990, c O.1 or to complete the Contract.

GC 3.17 OPERATIONAL RISKS

- 3.17.1 The position of all pole lines, conduits, water mains, sewers and other underground and overground utilities and structures is not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting Work, the Contractor shall inform itself of the exact locations of such utilities and structures, and shall be liable for damages to any utilities identified or which reasonably should have been identified, as a result of any negligent act or omission of the Contractor and/or those for whom the Contractor is responsible. Unless otherwise specified, the Contractor shall temporarily support or relocate such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures. The Contractor waives any claim and releases the Owner and the agents of the Owner from all liability for damages suffered as a result of such Contract Drawings or any operation required under this paragraph.
- 3.17.2 The Consultant will provide the Contractor in writing with bench marks and points of reference to be used by him in setting out the Work. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre lines stakes, grade stakes, offsets and site rails.

GC 3.18 OWNERSHIP OF MATERIALS

- 3.18.1 All Work and Products delivered to the Place of the Work by the Contractor shall be the property of the Owner. The Contractor shall remove all surplus or rejected materials when notified in writing to do so by the Consultant.

GC 3.19 PROJECT RECORDS

- 3.19.1 The Contractor shall maintain and keep accurate Project records (which means all tangible records, daily reports, daily logs, documents, computer printouts, electronic information, books, plans, Drawings, Specifications, accounts or other information relating to the Work) in its office in Ontario in accordance with requirements of law, but in any event for not less than 6 years from Substantial Performance of the Contract or until all claims have been settled. The records shall include detailed records of all actions taken by the Contractor related to security and health and safety legislation in the Place of the Work. During this time, the Contractor shall allow the Owner access to the Project records during normal business hours upon the giving of reasonable notice. The Contractor shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall

require the Subcontractors and Suppliers to incorporate them into every level of contract thereunder for any part of the Work.

GC 3.20 CONTRACTOR'S USE OF PERMANENT EQUIPMENT OR SYSTEMS

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

GC 3.21 USE AND/OR OCCUPATION OF COMPLETED PORTIONS OF THE WORK

- 3.21.1 Upon the Owner's request, the Owner shall, at any time or times, have the right of occupying and/or using any part or parts of the Work (including, without limitation, for the purposes of installing and testing fittings and equipment), whether partially performed or entirely complete, or whether completed on schedule or not, before the completion of the Work.
- 3.21.2 In the event the Owner desires to exercise the privilege of occupancy and/or use of the Work as provided above, the Contractor shall co-operate with the Owner throughout in making available for the Owner's use such building services as heating, ventilation, cooling, water, lighting and telephone for the space or spaces to be occupied and/or used, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy and/or use the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use and any extra cost beyond that originally required to complete the Work arising from such early occupancy and/or use shall be borne by the Owner.
- 3.21.3 In the event that the Owner exercises the privilege of occupancy and/or use of the Work as provided above, it agrees to do so, so as not to materially interfere with the respective work of the Contractor, Subcontractors or Suppliers and under the understanding that the Owner will be occupying premises within a construction site which will require compliance with all normal construction site requirements including, without limitation, health and safety requirements.
- 3.21.4 It shall be understood, however, that the Owner's occupancy and/or use of such space or spaces of the Work shall not constitute the Owner's acceptance of any Work, materials or equipment which are not in accordance with the requirements of the Contract Documents, nor affect the warranty period under the Contract, nor relieve the Contractor from his obligations, duties, responsibilities, and liabilities to complete the Work, nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, any Work, material or equipment, nor from any other unfulfilled duties, liabilities, obligations or responsibilities under the Contract nor from any other duty, liability, obligation or responsibility under the Contract including, without limitation, the Contractor's warranty obligations. If, however, damage results from any act by the Owner, the Owner shall assume its share of the responsibility for such damage.

PART 4 ALLOWANCES

Delete the heading "ALLOWANCES" and replace it with "ALLOWANCES AND PROVISIONAL ITEMS"

GC 4.1 CASH ALLOWANCES

Delete GC 4.1 in its entirety and replace it with the following:

GC 4.1 CASH ALLOWANCES

- 4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. The scope of work or costs included in such cash allowances shall be as described in the Contract Documents.
- 4.1.2 The Contract Price, and not the cash allowances, includes the Contractor's overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances must be authorized by the Owner in writing.
- 4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant's direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount of all cash allowances shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.
- 4.1.5 The 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 paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments. The Contractor shall submit, with its 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 Owner and shall not include any markups whatsoever.
- 4.1.7 The Contractor shall consult with the Owner 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 Owner's approval for the selection of Products, services and/or vendor(s) in relation to the cash allowance.
- 4.1.8 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 Owner. The Contractor shall submit the bids received to the Owner and/or the Consultant for approval.
- 4.1.9 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5 – CONSTRUCTION SCHEDULE, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

GC 4.2 CONTINGENCY ALLOWANCE

Delete GC 4.2 in its entirety and replace it with the following:

GC 4.2 PROVISIONAL ITEMS

- 4.2.1 The purpose of provisional items in the Bid Form is to cover the cost of Work that is anticipated but may not be required. The Contractor shall not be entitled to use these prices unless the Contractor has received prior written approval from the Owner. Each provisional price item may be used at the sole discretion of the Owner.
- 4.2.2 If the Owner requests that a provisional item be completed by the Contractor, the Contractor shall consult with the Consultant about the selection of Products, services, and/or Subcontractors required to carry out the Work under the provisional items, and shall obtain

the Consultant's approval for the selection of Products, services and/or Subcontractor(s) in relation to the selected provisional items.

- 4.3.3 The Contractor shall submit, as part of its Proper Invoice submitted in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.9 and 5.2.10, an invoice for the provisional work showing the date of purchase/service, the Work included in the service, and the price, including all applicable taxes.
- 4.4.4 Provisional item payments will only be made in accordance with the previous written authorization of the Owner, and shall not include any markups. The Contractor shall have no claim on any unused portion of any provisional items, including but not limited to any claims for loss of anticipated profits.
- 4.4.5 Provisional item payments will be made according to the service or Work invoiced and approved by the Owner and/or Consultant.
- 4.4.5 The Contractor shall have no claim on any unused portion of any provisional item. The net amount of any unexpended provisional item shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in GC 5.1 in its entirety and replace it with the following:

GC 5.1 FINANCING INFORMATION REQUIRED

- 5.1.1 The Owner and Contractor shall provide each other with timely Notice in Writing of any material change in their financial ability to fulfil their respective obligations under the Contract.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Delete in GC 5.2 in its entirety and replace it with the following:

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made as the Work progresses by the submission of a Proper Invoice.
- 5.2.2 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the Payment Period.
- 5.2.3 The Contractor shall submit to the Owner and the Consultant, within 15 Days of receipt of the Owner's notice to commence the Work, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 The Contractor shall include a statement based on the schedule of values with each application for payment.
- 5.2.6 Applications for payment for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products. Any Products delivered to the Place of the Work but not yet incorporated into the Work shall remain at the risk of the

Contractor notwithstanding that title has passed to the Owner pursuant to GC 3.18 - OWNERSHIP OF MATERIALS.

- 5.2.7 Five Days prior to the end of the Payment Period, or at such other time agreed to by the Owner and the Contractor in writing, the Contractor, Owner and Consultant shall attend a meeting to discuss and review the percentage of work completed during the Payment Period for each item indicated in the Schedule of Values (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 Owner in writing.
- 5.2.8 The Contractor shall bring with it to the Pre-Invoice Submission Meeting the following:
- .1 its Preliminary Estimate for Payment for the current Payment Period;
 - .2 any documents the Contractor is required to bring to the Pre-Invoice Submission Meeting as stipulated in the Specifications; and
 - .3 any other documents reasonably required by the Consultant.
- 5.2.9 The Contractor shall give a Proper Invoice to the Owner and Consultant, in accordance with paragraph 5.2.10, for work performed during a Payment Period on the 14th Day following the conclusion of the Payment Period to which the Proper Invoice relates (the “**Proper Invoice Submission Date**”), subject to the following:
- .1 if the 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
 - .2 if the 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.
- 5.2.10 Proper Invoices shall be given in accordance with the following:
- .1 Proper Invoices shall be uploaded to <https://constructioninvoices.york.ca> (the “**PI Portal**”);
 - .2 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;
 - .3 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 Owner and Consultant until the next Proper Invoice Submission Date, at which point the Proper Invoice will be deemed to have been given to the Owner and the Consultant. Notwithstanding the immediately preceding sentence and paragraph 5.2.9, if a Proper Invoice is uploaded after 4:30 p.m. (ET) on the Proper Invoice Submission Date, the Owner 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 Owner’s exercise of the right conferred to it in this paragraph shall not be construed as a waiver of any of its rights nor waive or release the Contractor’s obligations to strictly comply with the requirements prescribed in paragraphs 5.2.9 to 5.2.15 inclusive.
 - .4 If the Proper Invoice is uploaded before the Proper Invoice Submission Date, the Proper Invoice will not be considered or reviewed by the Owner and Consultant until the applicable Proper Invoice Submission Date, at which point the Proper Invoice will be deemed to have been given to the Owner and Consultant.

- 5.2.11 The parties hereby consent to the giving and receiving of Proper Invoices in accordance with the requirements of paragraph 5.2.10 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.
- 5.2.12 The requirements of paragraph 5.2.10 are of the essence. In order for a Proper Invoice to be considered received by the Owner in accordance with the Construction Act, it must be given in accordance with the requirements of paragraph 5.2.10.
- 5.2.13 Proper Invoices shall be submitted substantially in the form attached as Appendix A.7.
- 5.2.14 Proper Invoices must contain, in addition to the information prescribed by section 6.1 of the Construction Act, the following:
- .1 Proper Invoice application number
 - .2 Contract number and brief description of the Contract
 - .3 purchase order number
 - .4 references to item number(s) and item description(s) when describing the services and materials supplied
 - .5 a breakdown of approved Change Orders and percentage completed of each
 - .6 a valid WSIB Certificate of Clearance
 - .7 a critical path schedule if requested by the Owner
 - .8 contemplation, and reflection in the amount payable, of all of the following to the extent they are applicable:
 - (1) statutory holdback
 - (2) statutory lien holdbacks
 - (3) maintenance security
 - (4) applicable taxes
 - .9 for all Proper Invoices except the first one, either:
 - (1) 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 Owner may in any way be held responsible, have been paid in full except for statutory holdback monies properly retained; or
 - (2) 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
- 5.2.15 An invoice the Contractor submits which it purports to be a Proper Invoice, but which does not meet the requirements of paragraphs 5.2.13 and 5.2.14 shall not constitute a Proper Invoice and the Owner 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 Owner in accordance with the requirements of the Contract and the Construction Act, unless the Owner or the Consultant advises the Contractor otherwise.
- 5.2.16 The requirements of paragraphs 5.2.9 to 5.2.15 are of the essence.
- 5.2.17 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.

- 5.2.18 The Contractor shall submit with its Proper Invoice, payment receipts for products and materials purchased under conditional sales contracts. Authorization for payment of products and materials purchased under conditional sales contracts shall not be made by the Owner until evidence of payment is submitted.
- 5.2.19 The Contractor shall prepare current As-Built Drawings during the course of the Work, which shall be maintained by the Contractor and made available to the Consultant for review with each application for payment. If current As-Built Drawings are not available for the Consultant's review, the Consultant may retain an amount reasonably determined by the Consultant to be the value of the As-Built Drawings not available for review from the progress draw.
- 5.2.20 Payment by the Owner pursuant to the Contract shall not preclude the Owner from thereafter disputing any of the items involved and shall not be construed as acceptance of any part of the Work.

GC 5.3 PROGRESS PAYMENT

Delete in GC 5.3 in its entirety and replace it with the following:

GC 5.3 PROGRESS PAYMENT

- 5.3.1 The Owner and the Consultant shall review the Contractor's application for payment, including the Proper Invoice, and advise the Contractor of any disputed amounts in accordance with the Construction Act.
- 5.3.2 The Owner may retain amounts as determined by the Consultant to ensure correction of deficient work done or unacceptable Products provided.
- 5.3.3. Provided the Owner has not received a claim for lien or written notice of a lien under the Construction Act, the Owner shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 of the Agreement – PAYMENT and the Construction Act.
- 5.3.4 The Owner 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 Owner. The Owner shall be under no obligation to exercise the right conferred to it under this paragraph 5.3.4.
- 5.3.5 Without limiting any other remedy available to the Owner, the Owner may withhold all, or any part, of any payment, or revise any previous payment certificate(s) made because of subsequently discovered evidence or the results of subsequent inspections or tests, but only to the extent that is necessary to protect the Owner from loss because:
- .1 the Work does not conform to the requirements of the Contract Documents or completed Work has been damaged requiring correction or replacement; or
 - .2 the Contract Price has been reduced by Change Order; or
 - .3 the Owner has been required to correct non-conforming Work or complete Work in accordance with GC 2.4 – DEFECTIVE WORK, or
 - .4 the Owner has actual knowledge of the occurrence of any of the events enumerated in GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK OR STOP THE WORK OR TERMINATE THE CONTRACT, justifying termination; or
 - .5 claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work; or
 - .6 written notice of a lien or a claim for lien under the Construction Act has been received by the Owner or a lien has been registered or filed, in either case, in connection with the Work, except where the Contractor has delivered a bond, acceptable to the Owner, to secure the satisfaction and discharge, vacation or withdrawal of such lien; or

- .7 there are other items entitling the Owner to a set-off against the amount for which application is made in accordance with the provisions of the Contract Documents; or
- .8 the Contractor has not delivered all of the documentation required with its application for payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Delete GC 5.4 in its entirety and replace it with the following:

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE CONTRACT

- 5.4.1 When the Contractor considers that the Contract to be substantially performed, and the Contractor has supplied all documentation required to be provided prior to the granting of Substantial Performance as specified in the Contract Documents, the Contractor shall submit an application for Substantial Performance of the Contract to the Owner and the Consultant. The application shall include the following:
 - .1 A comprehensive list of all items of work remaining to be completed or corrected. Failure to include an item on the list will not release the Contractor from its responsibility to complete all items of work in accordance with the terms of the Contract.
 - .2 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.
 - .3 All outstanding guarantees required pursuant to the Specifications.
 - .4 All outstanding manufacturers' guarantees covering rated output, efficiency and performance for all operating equipment forming part of the Work.
 - .5 All outstanding test results.
 - .6 Complete operating and maintenance instructions for equipment and apparatus furnished under the Contract, including maintenance manuals, training manuals, operating instructions, equipment calibration sheets, maintenance and operating tools, and replacement/spare parts and materials, if not already provided.
 - .7 All required record drawings and related data, if not already provided.
 - .8 All permits, licenses, approvals, certificates and authorizations required by any Authority Having Jurisdiction over the Work or the Place of the Work.
 - .9 Any other documents specified in the Specifications.
 - .10 Any other documents reasonably required by the Consultant.
- 5.4.2 After submitting its application for Substantial Performance of the Contract, the Contractor shall meet with the Owner and the Consultant to review and reconcile the value of work performed, deficient work and outstanding work.
- 5.4.3 Provided the Contract meets the requirements for Substantial Performance of the Contract, the Owner 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.
- 5.4.4 The Contractor shall arrange, at its own expense, for the publication of the Certificate of Substantial Performance in the Daily Commercial News.
- 5.4.5 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 Owner under this Contract up to the date of Substantial Performance of the Contract whether for a change in the Contract Price, extension of Contract Time, or both, except those made in

writing prior to the Contractor's application for Substantial Performance of the Contract and still unsettled.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Delete GC 5.5 in its entirety and replace it with the following:

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE CONTRACT

- 5.5.1 No later than 15 Days after the issuance of the Certificate of Substantial Performance, the Contractor shall submit the following to the Owner and the Consultant in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.10:
- .1 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 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.13 and 5.2.14;
 - .2 proof of publication of the Certificate of Substantial Performance;
 - .3 a release, in the form attached as Appendix A.1, releasing the Owner 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 PART 8 – DISPUTE RESOLUTION made prior to Substantial Performance of the Contract and still unsettled; and
 - .4 a declaration by the Contractor as to the status of ongoing adjudications with respect to the Contract using the form of declaration attached as Appendix A.2.
- 5.5.2 The requirements of paragraph 5.5.1 are of the essence.
- 5.5.3 Provided the Owner has not received a claim for lien or written notice of a lien under the Construction Act, the Owner shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 of the Agreement – PAYMENT and the Construction Act.
- 5.5.4 The Owner and the Consultant shall review the documents submitted by the Contractor pursuant to paragraph 5.5.1 and advise the Contractor of any amounts of the basic holdback that the Owner 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.
- 5.5.5 Provided the Owner 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 Owner shall pay the undisputed amount of the basic holdback to the Contractor in accordance with the provisions of Article A-5 of the Agreement – PAYMENT and the Construction Act.
- 5.5.6 Release of the statutory holdback funds shall not relieve the Contractor, or its surety, from any obligations under this Contract.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Delete GC 5.6 in its entirety and replace it with the following:

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 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 Owner and the Consultant.

- 5.6.2 The application for certification of completion of the Subcontract shall include the following information and documentation with supporting particulars, at a minimum:
- .1 the final Subcontract price;
 - .2 a Declaration of Last Supply under subsection 31(5) of the Construction Act from the Subcontractor;
 - .3 valid WSIB Certificates of Clearance from the Contractor and the Subcontractor;
 - .4 a statutory declaration from the Subcontractor, in a 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 Owner might in any way be held responsible, have been paid in full except for statutory holdback monies properly retained;
 - .5 a release from the Contractor and the Subcontractor, in the form attached as Appendix A.5, releasing the Owner from all further claims relating to the Subcontract.
 - .6 a declaration by the Contractor as to the status of ongoing adjudications with respect to the Contract using the form of declaration attached as Appendix A.2.
- 5.6.3 Upon receipt of the application for certification of completion of the Subcontract, the Owner and the Consultant may, at their sole discretion, review the application to determine whether the Subcontract is complete.
- 5.6.4 Provided the Subcontract is complete, the Owner may issue a Certificate of Completion of Subcontract, in the prescribed form, to the Contractor specifying the completion date of the Subcontract.
- 5.6.5 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 the completed Subcontract (the "Proper Invoice for Subcontract Holdback") to the Owner and Consultant in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.10. The Proper Invoice for Subcontract Holdback shall comply with the requirements of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.13 and 5.2.14.
- 5.6.6 The requirements of paragraph 5.6.5 are of the essence.
- 5.6.7 The Owner and the Consultant shall review the Proper Invoice for Subcontract Holdback and advise the Contractor of any disputed amounts.
- 5.6.8 Provided the Owner has not received a claim for lien or written notice of a lien under the Construction Act, the Owner shall pay all undisputed amounts under the Proper Invoice for Subcontract Holdback to the Contractor in accordance with the provisions of Article A-5 of the Agreement - PAYMENT.
- 5.6.9 Immediately upon receipt of the statutory holdback funds the Contractor shall give to the Subcontractor the payment due under the Subcontract.
- 5.6.10 Release of the statutory holdback funds shall not relieve the Contractor, or its surety, from any obligations under this Contract.

GC 5.7 FINAL PAYMENT

Delete GC 5.7 in its entirety and replace it with the following:

GC 5.7 FINAL PAYMENT

- 5.7.1 When the Contractor considers the Contract to be complete, the Contractor shall submit an application for Total Performance of the Contract to the Owner and the Consultant. The application shall include:

- .1 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;
 - .2 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;
 - .3 all outstanding guarantees required pursuant to the Specifications;
 - .4 all outstanding manufacturers' guarantees covering rated output, efficiency and performance for all operating equipment forming part of the Work;
 - .5 complete operating and maintenance instructions for equipment and apparatus furnished under the Contract if not already provided;
 - .6 all Contractor's record drawings, As-Built Drawings, records and related data;
 - .7 all permits, licenses, approvals, certificates and authorizations required by any Authority Having Jurisdiction over the Work or the Place of the Work;
 - .8 any other documents specified in the Specifications; and
 - .9 any other documents reasonably required by the Consultant.
- 5.7.2 After submitting its application for Total Performance of the Contract, the Contractor shall meet with the Owner and the Consultant in order to review and reconcile the value of work performed, deficient work and outstanding work.
- 5.7.3 Provided the Contract meets the requirements for Total Performance of the Contract, the Owner 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.
- 5.7.4 The Contractor's execution of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims whatsoever against the Owner 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.
- 5.7.5 No later than 15 Days following the issuance of the Certificate of Total Performance, the Contractor shall submit the following to the Consultant and the Owner in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.10:
- .1 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 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.13 and 5.2.14;
 - .2 a signed copy of the Certificate of Total Performance;
 - .3 a release from the Contractor, in the form attached as Appendix A.3, releasing the Owner 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 PART 8 – DISPUTE RESOLUTION made prior to Total Performance of the Contract which remain unresolved; and
 - .4 a declaration by the Contractor as to the status of ongoing adjudications with respect to the Contract using the form of declaration attached as Appendix A.2.
- 5.7.6 The requirements of paragraph 5.7.5 are of the essence.

- 5.7.7. The Owner and the Consultant shall review the Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.
- 5.7.8. Provided the Owner has not received a claim for lien or written notice of a lien under the Construction Act, the Owner shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 of the Agreement - PAYMENT and the Construction Act.
- 5.7.9. The Owner and the Consultant shall review the documents submitted by the Contractor pursuant to paragraph 5.7.5 and advise the Contractor of any amounts of the holdback for finishing work that the Owner 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.
- 5.7.10. Provided the Owner 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 Owner shall pay the undisputed amount of the holdback for finishing work to the Contractor in accordance with the provisions of Article A-5 of the Agreement - PAYMENT and the Construction Act.
- 5.7.11. Release of the statutory holdback funds shall not relieve the Contractor, or its surety, from any obligations under this Contract.
- 5.7.12. On a date mutually agreeable to the Contractor and the Owner, the Owner, 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").
- 5.7.13. On the 14th Day following the Final Quantity Reconciliation Meeting, the Contractor shall submit to the Owner and the Consultant in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraph 5.2.10, a final Proper Invoice that reflects any amounts to be paid by, or credits that are due to, the Owner 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 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.13 and 5.2.14.
- 5.7.14. The Contractor shall submit to the Owner, together with the Final Proper Invoice, any other documentation and information that the Consultant reasonably requires.
- 5.7.15. The requirements of paragraphs 5.7.13 and 5.7.14 are of the essence.
- 5.7.16. The Owner and the Consultant shall review the Final Proper Invoice and advise the Contractor of any disputed amounts in accordance with the Construction Act.
- 5.7.17. Provided the Owner has not received a claim for lien or written notice of a lien under the Construction Act, the Owner shall pay all undisputed amounts to the Contractor in accordance with the provisions of Article A-5 of the Agreement - PAYMENT and the Construction Act.
- 5.7.18. Upon receipt of final payment under the Contract, the Contractor shall be deemed to have expressly waived and released the Owner from all claims including, without limitation, those that might have arisen from the negligence or breach of contract by the Owner, except those made pursuant to PART 8 – DISPUTE RESOLUTION prior to the Contractor's submission of the Final Proper Invoice which remain unresolved.
- 5.7.19. Notwithstanding GC 1.1 - CONTRACT DOCUMENTS, paragraph 1.1.7, in the event of a conflict between the provisions of PART 5 - PAYMENT and Article A-14 of the Agreement - RIGHTS AND REMEDIES, the provisions of PART 5 - PAYMENT shall govern.

GC 5.8 WITHHOLDING OF PAYMENT

Paragraph 5.8.1

Delete the word “If” and replace it with “Subject to the Construction Act, if”

New Paragraphs 5.8.2 and 5.8.3

Add the following new paragraphs to GC 5.8:

- 5.8.2 In the event that any portion of the Work is defective or is not performed in accordance with the Contract, the Owner may retain as a holdback an amount equal to twice the estimated cost which the Owner or the Consultant estimates will be incurred to correct the Work until the Work has been corrected to the satisfaction of the Owner. In the event that the Contractor fails to correct/complete the Work to the satisfaction of the Owner within 15 Working Days of receipt of written notice of the defective work, the Owner 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.
- 5.8.3 In the event that any insurance policy required to be maintained by the Contractor under the Contract has lapsed, or the Owner has received notice from the insurer of cancellation of coverage thereunder, the Owner may withhold payment until a current certificate of insurance has been provided in a form satisfactory to the Owner.

GC 5.9 NON-CONFORMING WORK

Delete GC 5.9 in its entirety and replace it with the following:

GC 5.9 NON-CONFORMING WORK

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

NEW GENERAL CONDITIONS GC 5.10 TO GC 5.12

Add new GC 5.10, GC 5.11 and GC 5.12 as follows:

GC 5.10 LIQUIDATED DAMAGES

- 5.10.1 Without prejudice to any other remedy available to the Owner, if the Contractor:
- .1 fails to complete the Work within the Contract Time, the Contractor shall pay to the Owner the amount per Day specified in Article A-13 of the Agreement - LIQUIDATED DAMAGES until the Work is complete; and/or
 - .2 fails to meet any of the Interim Milestone(s) stipulated in the Contract Documents, the Contractor shall pay to the Owner the amount(s) per Day specified in Article A-13 of the Agreement – LIQUIDATED DAMAGES until the Interim Milestone(s) has been met.
- 5.10.2 The amounts payable to the Owner pursuant to paragraph 5.10.1 shall be payable on demand. The Owner’s failure to demand the amounts payable under paragraph 5.10.1 shall in no way waive the Owner’s right to such payment and the Owner 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 Owner under paragraph 5.10.1.
- 5.10.3 The Contractor acknowledges and agrees that the liquidated damages amounts specified in Article A-13 of the Agreement - LIQUIDATED DAMAGES are a genuine estimate of the actual costs/damages that will be incurred by the Owner 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 5.11 SET-OFF

- 5.11.1 Subject to the Construction Act, and without limiting the specific rights of set-off in favour of the Owner provided for in this Contract, the Owner shall have the right to set-off against any and all monies due, or which may become due, to the Contractor under this Contract, any reasonable and substantiated amounts due or to become due from the Contractor to the Owner under the Contract and in the event of an insolvency of the Contractor, in relation to any other contracts between the Contractor and the Owner. Without limiting the generality of the foregoing, any rights conferred to the Owner 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 Owner to refuse to pay all or any portion of amounts payable under Proper Invoices.

GC 5.12 MAINTENANCE SECURITY

- 5.12.1 The Owner may deduct from the maintenance security, if any, any amounts owing to the Owner under this Contract, or in the event the Contractor becomes insolvent, any other contract between the Owner and the Contractor, whether the amounts relate to outstanding or deficient Work, or any other claims which the Owner may have including, but not limited to, outstanding claims under GC 12.1 – INDEMNIFICATION AND CLAIMS HANDLING and GC 3.8 – LABOUR AND PRODUCTS.
- 5.12.2 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 Owner (whether they have occurred during the Warranty Period or thereafter).

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

Delete GC 6.1 in its entirety and replace it with the following:

GC 6.1 CHANGES IN THE WORK

- 6.1.1 The Owner, 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.
- 6.1.2 The Contractor shall not proceed with any changes in the Work until it has received a copy of the Change Order or Change Directive. No claims for changes in the Contract Price or Contract Time shall be valid unless provided for by the Owner in the Change Order.
- 6.1.3 Any Change Order executed by the parties shall be deemed to include any and all direct and indirect costs 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.
- 6.1.4 The Contractor shall not be entitled to receive any additional compensation arising out of changes to the Work other than the amounts determined and agreed to under GC 6.2 – CHANGE ORDER, or as provided in GC 6.3 – CHANGE DIRECTIVE.
- 6.1.5 The Contractor acknowledges that the total Contract Time includes a built in 'float' of approximately 10% of the Contract Time to account for schedule delays resulting from changes in the Work which would normally be expected to arise on projects of a similar scope, size and complexity and as contemplated by GC 6.1 – CHANGES IN THE WORK. As a result,

subject to paragraphs 6.1.6 and 6.1.7, no extensions of the Contract Time and/or compensation for schedule delays, shall be granted by the Owner to the Contractor for any changes in the Work reflected in Change Orders or Change Directives issued under GC 6.2 – CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE respectively, until the cumulative value of all Change Orders and Change Directives under the Contract exceeds 10% of the original Contract Price. If and only once the total cumulative value of all Change Orders and Change Directives exceeds 10% of the original Contract Price (excluding those related to “substantial changes” as defined in paragraph 6.1.6 below), shall the Contractor be entitled to any extensions of Contract Time and/or compensation for schedule delays, in relation to any subsequent change in the Work, as reflected as part of any Change Orders or Change Directives issued thereafter, and provided that such change in the Work adversely affects the critical path schedule.

6.1.6 Paragraph 6.1.5 shall not apply when an extension of the Contract Time is made necessary due to a “substantial change” in the Work. A “substantial change” means a change in the Work under GC 6.1 – CHANGES IN THE WORK which results in either:

- .1 actual direct additional costs to the Contractor equal to, or greater than, \$500,000; or
- .2 a delay to the critical path of the construction schedule for the Project of greater than 10 Working Days;

or both.

6.1.7 Should a substantial change arise, the Contractor shall be entitled to an extension of Contract Time in accordance with the Contract, and the value of any Change Order or Change Directive issued in relation to the substantial change shall be excluded from the 10% calculation referred to in paragraph 6.1.5.

GC 6.2 CHANGE ORDER

Delete GC 6.2 in its entirety and replace it with the following:

GC 6.2 CHANGE ORDER

- 6.2.1 When a Change in the Work is proposed or requested, the Owner shall prepare a Contemplated Change Order (CCO) describing the proposed change(s) and submit the CCO to the Contractor for consideration. The Contractor shall propose, with the appropriate supporting documentation, its proposed method of adjustment and the amount of adjustment to the Contract Price, if any, and the proposed adjustment in the Contract Time, for the work included in the CCO.
- 6.2.2 The Owner and/or the Consultant will assess the merits of the proposed adjustments to the Contract Price and/or the Contract Time in accordance with the process outlined in this General Condition.
- 6.2.3 If the Owner 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.
- 6.2.4 The value of a change shall be determined in one or more of the following methods as directed by the Consultant or the Owner:
 - .1 By quotation and acceptance of a lump sum. Any quotations submitted by the Contractor, in support of the CCO shall meet the requirements specified below in order to ensure that the quotation can be properly evaluated by the Consultant. The Contractor shall also require Subcontractors and Suppliers to supply similar information to the Consultant.
 - (1) Quotations from the Subcontractors shall be on the Subcontractor’s letterhead.

- (2) Quotations submitted by Subcontractors and the Contractor shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.
- (3) Quotations shall stipulate any adjustment in the Contract Time, if any, for the proposed change in the Work.
- (4) Quotations shall indicate correct percentage values for overhead and profit by the Contractor and the Subcontractors as stated in paragraph 6.2.4.3(3). If the quotation is paid for under a Cash Allowance Disbursement Authorization, refer to GC 4.1 – CASH ALLOWANCES for overhead and profit requirements.
- (5) Mark-up fee shall be applied as set out in the table below.
- (6) Ensure all mathematical calculations are complete.

Quotations submitted with any of the above items missing or incorrect will be returned for revision.

- .2 By unit prices established in the Contract or subsequently agreed upon in writing by the parties. Unit prices shall include materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervisions, testing, all applicable duties, brokerage charges, import charges, taxes, bonding, overhead, profit and all relative charges and expenses including, but not limited to, office administration charges such as disbursements, travel costs, printing and incidentals to the Contractor, and shall be the total cost to the Owner. Adjustment to the Contract Price shall be based on a net quantity difference from the original quantity.
- .3 By the amount, net of all credits, of time, materials, Construction Equipment and Products expended:
 - (1) by a Subcontractor applying its labour charge out rates, together with the actual costs, without mark-up, of materials, Construction Equipment and Products utilized in the change, plus the Subcontractor's mark-up fee set out in the table below, which shall be applied to material and Product costs only;
 - (2) by the Contractor applying its labour charge out rates, together with the actual costs, without Contractor's mark-up, of materials, Construction Equipment and Products plus the mark-up fee set out in the table below which shall be applied to material, Construction Equipment and Product costs only;
 - (3) the Contractor shall be entitled to the Contractor mark-up fee in the table below on the value of Subcontractor work even where the Subcontractor is not entitled to a mark-up fee on its labour charge out rates pursuant to paragraph 6.2.4.3(1).

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	5.0
\$10,000.01 to \$50,000	8	5.0
Over \$50,000	5	3.0

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

- .4 The aforesaid 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.
- 6.2.5 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 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.9 to 5.2.15 inclusive, in respect of that Payment Period.

GC 6.3 CHANGE DIRECTIVE

Delete GC 6.3 in its entirety and replace it with the following:

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the Owner requires the Contractor to proceed with a Change in the Work prior to the Owner and the Contractor agreeing upon the adjustments to the Contract Price and/or the Contract Time, the Owner or the Consultant 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.
- 6.3.2 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined in one of the following methods:
 - .1 Estimate and acceptance in a lump sum;
 - .2 Unit prices set out in the Contract or subsequently agreed upon;
 - .3 Actual cost of expenditures and savings to perform the work attributable to the change plus markup as specified in GC 6.2 – CHANGE ORDER, paragraph 6.2.4.3.
- 6.3.3 In the case of a change in the Work to be valued in accordance with the method prescribed in paragraph 6.3.2.1, the Contractor shall present to the Consultant and the Owner, 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.
- 6.3.4 In the case of a change to be valued under methods prescribed in paragraphs 6.3.2.2 and 6.3.2.3, the form of presentation of costs and methods of measurement shall be agreed to by the Owner, through the Consultant, and the Contractor, before proceeding with the change.
- 6.3.5 When the method prescribed in paragraph 6.3.2.3 is used to determine the value of a change in the Work, the Contractor shall keep and present, in such form as the Consultant 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 paragraphs 6.3.6.1 to 6.3.6.17 below.
- 6.3.6 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following:
 - .1 salaries, wages and benefits paid to personnel in the direct employ of the Contractor under a salary or wage schedule agreed upon by the Owner and the Contractor, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the Contractor, for personnel:
 - (1) carrying out the work, including necessary supervisory services;
 - (2) engaged in the preparation of Shop Drawings, fabrication drawings, coordination drawings and As-Built Drawings; or
 - (3) engaged in the processing of changes in the Work.

- .2 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 paragraph 6.3.6.1;
 - .3 travel and subsistence expenses of the Contractor's personnel described in paragraph 6.3.6.1;
 - .4 all Products including cost of transportation thereof;
 - .5 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;
 - .6 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;
 - .7 all equipment and services required for the Contractor's field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by Authorities Having Jurisdiction at the Place of the Work;
 - .12 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 Owner as provided in GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the Contractor is required, by the Contract Documents, to purchase and maintain;
 - .14 any adjustment in taxes, other than Harmonized Sales Taxes, and duties for which the Contractor is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the Work;
 - .16 removal and disposal of waste products and debris; and
 - .17 any additional safety measures and requirements.
- 6.3.7 Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.6 shall cover and include any and all costs or liabilities attributable to the Change Directive other than those which are the result of or occasioned by any failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work. Any cost due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work shall be borne by the Contractor.
- 6.3.8 For the purpose of valuing Change Directives, the Owner shall be afforded reasonable access to all of the Contractor's pertinent documents related to the cost of performing the Work attributable to the Change Directive.
- 6.3.9 Pending determination of the final amount of a Change Directive, the Contractor shall include the undisputed value of the Work performed under a Change Directive during a Payment Period in the Proper Invoice that the Contractor submits pursuant to GC 5.2 – APPLICATIONS

FOR PROGRESS PAYMENT, paragraphs 5.2.9 to 5.2.15 inclusive, in respect of that Payment Period.

- 6.3.10 If the Owner and the Contractor do not agree on the proposed adjustment in the Contract Time attributable to the change in the Work, or the method of determining it, the adjustment shall be referred to the Consultant for determination.
- 6.3.11 If the Owner 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 6.4 CONCEALED OR UNKNOWN CONDITIONS

Paragraphs 6.4.1.1 and 6.4.1.2

Add the words “or the Reports” after the words “Contract Documents”.

Paragraph 6.4.2

Delete paragraph 6.4.2 in its entirety and replace it with the following:

- 6.4.2 Having regard to and subject to the liabilities and responsibilities assumed by the Contractor pursuant to GC 3.17 – OPERATIONAL RISKS, the Consultant will promptly investigate such conditions and make a finding. Having regard to and subject to the liabilities and responsibilities assumed by the Contractor pursuant to GC 3.17 – OPERATIONAL RISKS, if the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 – CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

New Paragraphs 6.4.5 to 6.4.8

Add the following new paragraphs to GC 6.4:

- 6.4.5 The Contractor confirms that it carefully reviewed the Contract Documents, as well as the Reports and that it has satisfied itself as to the nature and extent of the Work, the Contract Documents and the Contract and as to the facilities and difficulties in attending and completing the execution of the Work. The Contractor confirms that it has applied to its review the degree of care and skill required by GC 3.14 – PERFORMANCE BY CONTRACTOR, paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.2, the Contractor is not entitled to an adjustment to the Contract Price or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful review, or which could have been reasonably inferred from the material provided with the Contract Documents or Reports. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from a careful review of the Contract Documents or the Reports.
- 6.4.6 To the extent the Contractor has not reviewed the Contract Documents or Reports as referenced in paragraph 6.4.5, the Contractor willingly assumes responsibility for all losses, damages, costs, expenses (including all legal costs on a full indemnity basis), liabilities, claims, actions, and demands, whether arising under statute, contract or at common law, which such review might have avoided or reduced and shall indemnify and save harmless the Owner from all risk which might make it more onerous and more expensive to fulfill or perform the Work than was contemplated or known when the Contract was signed, and for any and all liability, responsibility and obligations which the Owner may have to any third parties resulting from any failure to review.
- 6.4.7 If the finding made pursuant to paragraph 6.4.2 is that the subsurface or otherwise concealed physical conditions differ materially and this would cause an increase or

decrease in the Contractor's cost or time to perform the Work, and if the said conditions were otherwise discoverable by the Contractor in the proper performance of its duties and obligations under the Contract, all costs and expenses resulting from any delay (excluding, for clarity, the direct cost of remediating the said conditions) in the completion of the Work that is caused, or contributed to, as a result of the said conditions, will be borne by the Contractor.

- 6.4.8 Without limiting the generality of any other provision in the Contract Documents, during the performance of the Work, the Contractor shall, as a part of the Contract Price and Work, perform any additional geotechnical and subsurface and other investigations, tests and studies beyond those being provided by the Owner, which a reasonable and prudent contractor would conduct to ascertain the nature and extent of subsurface or otherwise concealed physical conditions at the Place of the Work.

GC 6.5 DELAYS

Paragraphs 6.5.1, 6.5.2, 6.5.3 and 6.5.4

Delete paragraphs 6.5.1, 6.5.2, 6.5.3 and 6.5.4 and replace them with the following:

- 6.5.1 If the Contractor is delayed in the performance of a critical path activity on the Construction Schedule by an action or omission of the Owner, Consultant or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall also be reimbursed by the Owner for only the actual additional costs incurred as a result of the delay, excluding markup for profit, head office overhead or payments to staff not employed full time at the Site.
- 6.5.2 If the Contractor is delayed in the performance of a critical path activity on the Construction Schedule by a stop work order issued by a court or other public authority and provided that such order was not issued as a result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, and provided that such order was issued as a result of an act or omission of the Owner contrary to the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall also be reimbursed by the Owner for only the actual additional costs incurred as a result of the delay, excluding markup for profit, head office overhead or payments to staff not employed full time at the Site.
- 6.5.3 If the Contractor is delayed in the performance of a critical path activity on the Construction Schedule by:
- .1 any labour disputes, strikes or lock-outs affecting the Work or the Project.
 - .2 fire or unusual delay by common carriers,
 - .3 abnormally adverse weather conditions, or
 - .4 any other cause which could not be reasonably anticipated to occur during the course of a construction project, which the Owner deems to be beyond the Contractor's (including any Subcontractors) reasonable control (other than financial incapacity) other than one resulting from a default or breach of Contract by the Contractor. 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.

then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a

shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays, unless such delays result from the actions of the Owner, Consultant or anyone employed or engaged by them directly or indirectly. Notwithstanding the foregoing, the Contractor shall use its best efforts to minimize the impact of such event upon the performance of the Work and Contract Time.

6.5.4 No compensation for delay shall be paid to the Contractor, and no extension shall be made for delay unless Notice in Writing of the cause of delay is given to the Consultant and Owner not later than 10 Working Days after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary. Without limiting the generality of the foregoing, the following shall also apply to the event of delay dealt with by paragraphs 6.5.1, 6.5.2 or 6.5.3:

- .1 the notice provided by the Contractor as set out in this paragraph 6.5.4 shall include, without limitation, sufficient and adequate information and documentation to allow the Consultant and Owner to properly consider the claim of the Contractor.
- .2 the Contractor shall take all reasonable steps to minimize the impact of the delay event upon the performance of the Work, the Contract Time and the Contract Price, resume performance of all its obligations under the Contract affected by the delay as soon as practicable and use all reasonable endeavours to remedy any failure to perform.

Failure to adhere strictly to these notice provisions shall constitute a waiver and release of any obligation of the Owner to extend the Contract Time as a result of such delay and of any claim by the Contractor for costs as a result of such delay.

New Paragraphs 6.5.6 to 6.5.9

Add the following new paragraphs to GC 6.5:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor, any Subcontractor or Supplier, or anyone employed or engaged by them, directly or indirectly, or by any cause within the Contractor's control, the Contractor shall devote such additional resources and take all steps necessary, all at the Contractor's own cost and expense, to ensure that the dates for attaining Substantial Performance of the Contract and Total Performance of the Contract under the Contract as may have been amended in accordance with the provisions of PART 6 – CHANGES IN THE WORK, are met. If the Contractor fails to attain Substantial Performance of the Contract or Total Performance of the Contract as aforesaid, the Owner shall be entitled to assess liquidated damages in accordance with Article A-13 of the Agreement – LIQUIDATED DAMAGES. Such liquidated damages shall be the Owner's sole and exclusive remedy for delays.

6.5.7 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, the Province of Ontario, the Region and other municipal authorities 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 paragraph 6.5.3. The Contractor shall not be entitled to any payment for costs incurred by such delays, save and except as provided for in paragraph 6.5.8. Nothing in this paragraph 6.5.7 shall excuse the Contractor from complying with any

application notification requirements in the Contract including, without limitation, those contained in paragraph 6.5.4.

6.5.8 In the event of a delay to the Contractor's performance of the Work pursuant to paragraph 6.5.7, 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, the Province of Ontario, the Region or other municipal authority after the Bid closing date in response to the Virus associated with the following:

- .1 the Contractor being required to use additional tools or equipment, including PPE equipment, in its performance of the Work;
- .2 the Contractor being required to purchase, use or provide additional safety-related supplies in connection with its performance of the Work; or
- .3 the Contractor being required to install temporary facilities or structures, including hand washing stations.

6.5.9 Notwithstanding any other provision in the Contract, the Owner 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:

- .1 the Virus;
- .2 Governmental Response; or
- .3 any impacts to the Owner'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).

NEW GENERAL CONDITION GC 6.7

Add new GC 6.7 as follows:

GC 6.7 NO CLAIMS FOR CHANGE IN SCOPE OF WORK

6.7.1 If any change, deviation or omission from the Work is made by which the amount of Work to be done is decreased, including any of the quantities specified in Contract Documents, or if the whole or any portion of the Work is deleted from the scope of Work or otherwise dispensed with, no compensation shall be claimed by the Contractor or any Subcontractors for any such changes including any claims for loss of anticipated profits.

PART 7 DEFAULT NOTICE

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

Delete GC 7.1 in its entirety and replace it with the following:

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR STOP THE WORK OR TERMINATE THE CONTRACT

7.1.1 If circumstances arise such that the Owner considers it necessary or advisable, the Owner may suspend the Contract and the performance of the Work. In the event the Owner exercises its right of suspension pursuant to this paragraph 7.1.1, the Contractor shall, subject to the directions in the notice of suspension:

- .1 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

- .2 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.
- 7.1.2 If the Contract and the performance of the Work is suspended pursuant to paragraph 7.1.1, the Contract Time shall be extended by the length of the suspension and the Owner 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.
- 7.1.3 If:
- .1 the Contractor should become bankrupt or insolvent or make a general assignment for the benefit of creditors because of its insolvency; or
 - .2 a receiver is appointed because of its insolvency; or
 - .3 the Contractor commits a criminal act; or
 - .4 the Contractor transfers, assigns or otherwise disposes of its interest in the Contract or any part thereof without the written authority of the Owner; or
 - .5 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 Owner pursuant to GC 6.5 - DELAYS); or
 - .6 the Owner deems, in its sole discretion, acting reasonably, 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, provided that the Contractor has first been given the opportunity to rectify this breach pursuant to the process outlined in paragraphs 7.1.4, 7.1.5 and 7.1.6; or
 - .7 the Contractor fails to maintain adequate insurance as stipulated in GC 11.2 – INSURANCE; or
 - .8 the Contractor fails to comply immediately with a direction of the Owner under the Contract including, but not limited to, any directions under GC 9.4 – CONSTRUCTION SAFETY; or
 - .9 the Contractor fails to comply immediately with a stop work order issued by the Owner or the Consultant under the Contract; or
 - .10 the Contractor fails to comply with a written direction from the Owner under PART 8 – DISPUTE RESOLUTION; or
 - .11 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 9.8 - CERTIFICATE OF RECOGNITION (COR™) SAFETY PROGRAM; or
 - .12 the Contractor breaches the Supplier Code of Conduct included as Schedule 2 to the Owner's Procurement Bylaw No. 2021-103;
 - .13 the Contractor fails to comply with the Owner's policies, protocols and procedures as stipulated in GC 9.4 – CONSTRUCTION SAFETY paragraph 9.4.10; or
 - .14 the Contractor commits any other breach of Contract which the Owner deems material; or

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

- .15 terminate the Contract; or
 - .16 take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work and may deduct the costs thereof from any payment due to the Contractor and, in the event 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 Owner forthwith upon notice from the Owner; or
 - .17 issue a Stop Work Order on the Contract.
- 7.1.4 If the Contractor should neglect to perform the Work in compliance with the requirements of the Contract, of which the Consultant shall be the sole judge, the Owner may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to correct the default in the 5 Working Days immediately following the receipt of such notice or, where immediate action is required, in such lesser time as specified in the notice.
- 7.1.5 If the correction of the default cannot be completed in the 5 Working Days specified, or the lesser time specified where immediate action is required, the Contractor shall be in compliance with the Owner's instructions if it:
- .1 commences the correction of the default within the specified time; and
 - .2 provides the Owner with a schedule acceptable to the Owner for such correction; and
 - .3 completes the correction in accordance with such schedule.
- 7.1.6 If the Contractor fails to correct the default within the time specified, the Owner may, without prejudice to any other right or remedy it may have:
- .1 correct such default and charge the cost thereof to the Contractor; or
 - .2 terminate the Contractor's right to continue with the Work in whole or in part; or
 - .3 terminate the Contract.
- 7.1.7 If the Owner terminates the Contractor's right to continue with the Work or terminates the Contract pursuant to paragraph 7.1.3 or paragraph 7.1.6, the Owner shall be entitled to:
- .1 take possession of the premises and Products, utilize the construction machinery and equipment and finish the Work by whatever method it may see fit; and
 - .2 receive an assignment or transfer forthwith from the Contractor of any permit or approval obtained by the Contractor for the performance of the Work; and
 - .3 withhold further payments to the Contractor until the Work is finished; and
 - .4 deduct the following costs from the unpaid balance of the Contract Price:
 - (1) the full cost of finishing the Work, as certified by the Consultant; and
 - (2) any additional compensation payable to the Consultant for additional services; and
 - (3) a reasonable allowance, as determined by the Consultant, to cover the cost of corrections to work performed by the Contractor as may be required under GC 12.3 - WARRANTY
- and

- .5 upon expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to its work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections.

If the costs referred to in paragraphs 7.1.7.4 and 7.1.7.5 are less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference.

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

- .1 approval of the local conservation authority and/or other applicable government agencies in respect of watercourses, wetlands, floodplain, and hazard lands;
- .2 approval of the Ministry of Natural Resources and Forestry, the Department of Fisheries and Oceans and/or the local conservation authority in respect of its authority under the Fisheries Act, RSC 1985, c F-14;
- .3 approval of the Ministry of the Environment and Climate Change, the local conservation authority and/or other applicable government agencies in respect of any water taking;
- .4 approval of the Ministry of the Environment and Climate Change 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;
- .5 approval of the Ministry of Natural Resources and Forestry, the Department of Fisheries and Oceans and/or Environment Canada in respect of the protection of any species at risk and/or the respective habitat of any species at risk;
- .6 approval of Transport Canada in respect of navigable waterbodies;
- .7 approval of the Ministry of Labour and Ministry of the Environment and Climate Change, as applicable, in respect of any new equipment specified by the Owner;
- .8 approval of Regional Committee/Council and/or other governmental or municipal authorities or utilities; and
- .9 land acquisitions, easements or utility relocations.

If at any time any one or more of these requirements have not been satisfied, the Owner 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 Consultant and the Owner. 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.

7.1.9 If at any time during the course of the Contract, the Owner 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 Owner 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 Consultant. 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.

7.1.10 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.

7.1.11 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 Owner or Consultant contrary to the provisions of the Contract Documents, the Owner 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 7.1.11, the Contractor shall cease or cause the cessation of all operations except for the following:

- .1 The Contractor shall take all steps necessary to:
 - (1) ensure and preserve the safety of personnel (including, without limitation, construction personnel, building guests and building staff); and
 - (2) 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.
- .2 Subject to any directions in the notice of termination, the Contractor shall:
 - (1) 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
 - (2) 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 paragraph 7.1.11, 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 Owner related to or arising from the termination), save and except for the amounts expressly contemplated in paragraph 7.1.12.

7.1.12 If the Contract is terminated pursuant to paragraph 7.1.11, the Owner 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 paragraph 7.1.11.

7.1.13 Notwithstanding any other provision in the Contract, the Owner 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 Owner related to or arising from the publication. This paragraph 7.1.13 shall survive termination of the Contract.

GC7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

Paragraph 7.2.2

Delete the number "20" and replace it with "60 consecutive".

Paragraph 7.2.3

Delete the work "if" before the colon and replace it with "and instruct the Owner to correct the default in the five (5) Working Days immediately following the receipt of such notice if".

Subparagraph 7.2.3.1

Delete subparagraph 7.2.3.1 in its entirety.

Subparagraph 7.2.3.2

Delete subparagraph 7.2.3.2 in its entirety.

Subparagraph 7.2.3.3

Delete subparagraph 7.2.3.3 in its entirety.

Subparagraph 7.2.3.4

Delete the words ", except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"

Paragraphs 7.2.4 and 7.2.5

Delete paragraphs 7.2.4 and 7.2.5 in their entirety, and replace them with the following:

- 7.2.4 If the default cannot be corrected in the 5 Working Days specified, the Owner shall be in compliance with the Contractor's instructions if the Owner:
- .1 commences the correction of the default within the specified time; and
 - .2 provides the Contractor with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with such schedule.
- 7.2.5 If the Owner fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Contractor may have, the Contractor may suspend the Work for not more than 90 Days or terminate the Contract.

New Paragraphs 7.2.6 to 7.2.8

Add the following new paragraphs to GC 7.2:

- 7.2.6 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be entitled to be paid for all work performed to the date of termination. The Contractor shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, and losses sustained on Products and Construction Equipment. The Contractor shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the Contract Documents.
- 7.2.7 The Owner's withholding of a progress payment, holdback payment or final payment due to the Contractor's failure to pay a Subcontractor or Supplier, to protect the Owner's interest in the event of the preservation of a lien or receipt of notice of lien, or otherwise pursuant to the terms of the Contract, shall not constitute a default under paragraph 7.2.3 which would permit the Contractor to stop the Work or terminate the Contract. In such circumstances, the Contractor shall continue with the Work.
- 7.2.8 If the Contractor stops the Work or terminates the Contract as provided in this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, it shall ensure that the Place of the Work is left in a secure and safe condition as required by all Authorities Having Jurisdiction and the Contract Documents.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

Delete GC 8.1 in its entirety and replace it with the following:

GC 8.1 DISPUTES

- 8.1.1 Subject to GC 8.3 – ADJUDICATION, differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, other than a failure to agree on the method of valuation, measurement and change of the Contract Price, herein collectively called disputes, which are not resolved in the first instance by interpretation and the findings of the Consultant as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

- 8.1.2 The Contractor shall give oral notice of any dispute to the Owner immediately becoming aware of the situation giving raise to such dispute.
- 8.1.3 The Contractor will provide written notice of any dispute within 7 Days after the commencement of the work giving raise to the dispute to the Owner. Such notice shall include particulars of the matter in dispute, the extent and value of the claim and the relevant provisions of the Contract Documents.
- 8.1.4 If the matter in dispute is not resolved promptly, the Consultant will give such instructions as, in its opinion, are necessary for the proper performance of the Work and to minimize delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim it may have.
- 8.1.5 As time is of the essence, if so directed by the Owner, the Contractor shall continue to perform the Work in accordance with the instructions of the Owner, notwithstanding any such dispute. Accordingly, in the event of a dispute, any work stoppage by the Contractor will constitute a breach of the Contract entitling the Owner to claim damages on account of any delay affecting the as-planned schedule of the Work.
- 8.1.6 The Contractor shall submit to the Owner a detailed statement of its claims not later than 30 Days after completion of the Work which is the subject of the dispute, identifying the item or items in respect of which the dispute has arisen, the grounds upon which a claim is made and all records substantiating such claim.
- 8.1.7 The Contractor shall promptly submit, at the request of the Owner, such further and other information and documentation as the Owner or the Consultant considers necessary to assess the claim.
- 8.1.8 If the Contractor fails to comply with the provisions for notices and claims within the times stipulated in respect of any dispute, the Contractor will not be entitled to proceed with any claim in respect of such dispute and this provision shall act as a bar to any such claims.
- 8.1.9 If the Contractor has complied with all of the provisions of this General Condition and the Owner and the Contractor cannot resolve the dispute, and if both parties do not agree to settle the dispute in accordance with GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, then either party may refer the dispute to a court of competent jurisdiction.
- 8.1.10 If a dispute arises under the Contract in respect of a matter in which the Consultant has no authority under the Contract to make a finding, the procedures set out in paragraphs 8.1.4, 8.1.5 and 8.2.3 to 8.2.11 shall apply to that dispute with the necessary changes to detail as may be required.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

Paragraph 8.2.1

Add the words “(the “Rules”), subject to amendments, if any, required by virtue of the applicability of the *Municipal Arbitrations Act*, RSO 1990, c M.48,” after the words “CCDC 40”.

Subparagraph 8.2.1.2

Delete the words “either party by Notice in Writing requests” and replace them with “both parties agree”.

Paragraph 8.2.4

Add the words “subject to any amendments to the Rules made as described in paragraph 8.2.1”, after the words “CCDC 40”.

Paragraph 8.2.6

Delete paragraph 8.2.6 in its entirety and replace it with the following:

- 8.2.6 By giving notice in writing to the other party, not later than 20 Working Days after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules, subject to any amendments to the Rules made as described in paragraph 8.2.1 (the “Notice of Arbitration”). The arbitration shall be conducted pursuant to the Municipal Arbitrations Act, RSO 1990, c M.48, as amended. Unless either party gives the notice contemplated by this paragraph 8.2.6, there shall be no arbitration of any such dispute.

Paragraph 8.2.7

Delete the number “10” and replace it with the number “20”.

Subparagraph 8.2.8.1(1)

Delete the word “Work” and replace it with the word “Contract”.

New Paragraphs 8.2.9 to 8.2.11

Add the following new paragraphs to GC 8.2:

- 8.2.9 - Within five Working Days of receipt of a Notice of Arbitration given pursuant to paragraph 8.2.6, the Owner shall give the Consultant a written notice containing:
- .1 a copy of the Notice of Arbitration; and
 - .2 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.
- 8.2.10 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term “neutral appointing authority”, as used in the Rules for Mediation of CCDC2 Construction Disputes shall mean the head of the construction section of the ADR Institute of Ontario, Inc. presiding at the time notice of the dispute is given pursuant to the Contract.
- 8.2.11 Notwithstanding any other provision of this Contract, the provisions set out in paragraphs 8.2.1 and 8.2.3 to 8.2.10 shall only apply if the parties agree in writing to submit a dispute to all, or any part of, those alternate dispute resolution procedures. If the parties do not agree as aforesaid, the Courts shall have exclusive jurisdiction to determine any dispute relating to the Work or to the Contract.

GC 8.3 RETENTION OF RIGHTS

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

GC 8.3 ADJUDICATION

- 8.3.1 Notwithstanding anything else in this PART 8 – DISPUTE RESOLUTION, the Owner and the Contractor shall engage in adjudication as required by, and in accordance with, the Construction Act.
- 8.3.2 If the Contractor fails to comply with the time limits set out in this PART 8 – DISPUTE RESOLUTION 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 paragraph 8.3.2 shall operate conclusively as an estoppel and bar in the event such claims or disputes are brought in an adjudication and the Owner may rely on this paragraph 8.3.2 as a complete defence to any such claims or disputes.
- 8.3.3 The following procedures shall apply to any adjudication the Owner and the Contractor engage in under the Construction Act:

- .1 any hearings shall be held at a venue within the jurisdiction of the Place of the Work or such other venue as the Owner and the Contractor may agree and which is acceptable to the adjudicator;
 - .2 the adjudication shall be conducted in English;
 - .3 the Owner and the Contractor may be represented by counsel throughout an adjudication;
 - .4 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;
 - .5 a copy of all written communication between the adjudicator and a party shall be given to the other party at the same time.
- 8.3.4 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.
- 8.3.5 Notwithstanding any adjudication between the parties, there shall be no interruption of the Work pending settlement or resolution of such dispute or disagreement.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete GC 9.1 in its entirety and replace with the following:

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The Contractor shall protect the Work and the Owner's property and property adjacent to, in the vicinity of, or proximate to, the Place of the Work from damage and shall be responsible for damage which may arise as the result of its performance or failure to perform under the Contract.
- 9.1.2 Should the performance or non-performance by the Contractor under the Contract result in damage to the Work, the Owner's property or property adjacent to, in the vicinity of, or proximate to, the Place of the Work, the Contractor shall be responsible for the making good of such damage at its expense."
- 9.1.3 Before commencing any Work, the Contractor shall, at its own expense, determine the location of all underground utilities and structures indicated in or reasonably inferable from the Contract Documents and Reports by a contractor exercising the degree of care and skill described in GC 3.14 – PERFORMANCE BY CONTRACTOR, paragraph 3.14.1.
- 9.1.4 Should damage occur to the Work or Owner's property for which the Contractor is not responsible, as provided in paragraph 9.1.1, the Contractor shall make good such damage to the Work and, if the Owner so directs, to the Owner's property. The Contract Price and Contract Time shall be adjusted as provided in GC 6.1 –CHANGES IN THE WORK, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the Contractor shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the Contractor, without first consulting the Owner and receiving written instructions as to the course of action to be followed from either the Owner or the Consultant.
- 9.1.6 The Contractor shall be responsible for securing the Place of the Work at all times and shall take all reasonable precautions necessary to protect the Place of the Work, its contents,

materials (including Owner-supplied materials) and the public from loss or damage during and after working hours.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Paragraph 9.2.4

Delete paragraph 9.2.4 and replace it with the following:

- 9.2.4 Unless the Contract Documents expressly provide otherwise, the Contractor shall be responsible for taking all necessary steps in accordance with legal requirements and the Contract Documents to dispose of, store or otherwise render harmless, toxic or hazardous substances or materials encountered at the Place of the Work in the course of the completion of the Work."

Paragraph 9.2.5

Add the following new subparagraph to paragraph 9.2.5:

- .5 Take all reasonable steps to mitigate the impact on Contract Time and Contract Price and any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.

Subparagraph 9.2.7.4

Add the words "and Claims Handling" after the word "Indemnification".

Subparagraph 9.2.8.3

Add the words "and as a result of the delay" before the semicolon at the end of the subparagraph.

Subparagraph 9.2.8.4

Add the words "and Claims Handling" after the word "Indemnification".

New Paragraphs 9.2.10, 9.2.11 and 9.2.12

Add the following new paragraphs to GC 9.2:

- 9.2.10 If the Contractor causes or permits
- .1 any toxic or hazardous substances or materials to be brought by the Contractor, its Subcontractors, Suppliers or anyone else for whom the Contractor is responsible at law, to the Place of the Work, or
 - .2 any toxic or hazardous substances or materials which were already at the Place of the Work (but which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements), to be dealt with in a manner which does not comply with legal and regulatory requirements or which threatens human health and safety or the environment or causes material damage to the property of the Owner or others,
- the Contractor shall
- .3 take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and
 - .4 immediately report the circumstances to the Consultant and the Owner by telephone, confirmed in writing.
- 9.2.11 In the case of any circumstances contemplated in paragraph 9.2.10, the Contractor shall be responsible, at the Contractor's sole expense, for cleaning up, removing, containing, storing, or otherwise dealing with the toxic or hazardous substances or materials and any

damage caused thereby in a manner which the Authorities Having Jurisdiction determine will:

- .1 meet all applicable legal and regulatory requirements and ensure compliance with any applicable permits or other authorizations,
- .2 remove any threat to human health and safety or the environment, and
- .3 rectify all material damage to the property of the Owner and others.

9.2.12 For the purposes of this GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, the term “toxic and hazardous substances” shall be taken to mean, and shall be limited to, substances as currently defined by applicable statutory and regulatory requirements.

GC 9.4 CONSTRUCTION SAFETY

Delete GC 9.4 in its entirety and replace it with the following:

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 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 agrees to 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.
- 9.4.2 The Contractor shall execute all required documents under the Owner’s Health and Safety Guide for Construction Contractors at the pre-construction meeting.
- 9.4.3 The Contractor shall do, cause to be done, or refrain from doing any act or thing as directed by the Owner or the Consultant, including stopping the Work if, at any time, the Owner 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 Owner may:
 - .1 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 Owner may deduct the costs from monies which are due or may become due to the Contractor; or
 - .2 terminate the Contract pursuant to GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK OR STOP THE WORK OR TERMINATE THE CONTRACT, paragraph 7.1.3.
- 9.4.4 Notwithstanding the foregoing, any act or failure to act by the Owner shall not in any way derogate from the responsibility of the Contractor under the Contract including its obligations under GC 9.4 – CONSTRUCTION SAFETY.
- 9.4.5 The Contractor shall indemnify and hold harmless the Owner, 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 legal costs, damages, actions, suits and 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.
- 9.4.6 The Contractor acknowledges that the Owner may employ the services of an Occupational Health and Safety Auditor for the purpose of conducting inspections of 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 to stop work. The parties acknowledge that the authority of the Auditor to stop work is limited to

circumstances where there is an immediate threat to the health and safety of Regional staff and/or to members of the public.

- 9.4.7 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 said Act on 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 said Act and regulations including, but not limited to, the following:
- .1 ensuring that the measures and procedures prescribed by the said Act are carried out;
 - .2 ensuring that every employer and every worker performing work on the project complies with the said Act and regulations, and;
 - .3 ensuring that the health and safety of workers on the project is protected.
- 9.4.8 If the Owner is designated as the “Constructor” as a result of the Contractor’s actions, all of the increases in costs to the Owner to carry out the duties and obligations of the “Constructor” shall be borne by the Contractor.
- 9.4.9 All OHSA Regulations for construction projects are to be strictly adhered to.
- 9.4.10 Without limiting the other provisions of GC 9.4 – CONSTRUCTION SAFETY or the Contractor’s obligations for occupational health and safety, the Contractor shall, at no additional cost to the Owner, comply with, and cause its Subcontractors and any other persons present at the Place of the Work to comply with:
- .1 all legislative amendments, controls, regulations, requirements and orders that were or are issued by the Government of Canada, the Province of Ontario, the Region or other municipal authority in response to the Virus; and
 - .2 the Owner’s policies, protocols and procedures implemented for the protection of the health of its staff, its residents and the community. Where they are subject to change, the Contractor must comply with the Owner’s requirements.

GC 9.5 MOULD

Subparagraph 9.5.2.3

Add the words “and as a result of the delay” before the comma at the end of the subparagraph.

Subparagraph 9.5.2.4

Add the words “and Claims Handling” after the word “Indemnification”.

Subparagraph 9.5.3.4

Add the words “and Claims Handling” after the word “Indemnification”.

NEW GENERAL CONDITIONS GC 9.6 TO GC 9.8

Add new GC 9.6, GC 9.7 and GC 9.8 as follows:

GC 9.6 COMPLIANCE WITH ENVIRONMENTAL LEGISLATION

- 9.6.1 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:
- the *Clean Water Act, 2006*, SO 2006, c 22;
 - the *Conservation Authorities Act*, RSO 1990, c C.27;
 - the *Dangerous Goods Transportation Act*, RSO 1990, c D.1;
 - the *Endangered Species Act, 2007*, SO 2007, c 6;
 - the *Environmental Protection Act*, RSO 1990, c E.19;

- the *Fisheries Act*, RSC 1985, c F-14;
- the *Canadian Navigable Waters Act*, RSC 1985, c N-22
- the *Ontario Water Resources Act*, RSO 1990, c O.40;
- the *Safe Drinking Water Act, 2002*, SO 2002, c 32;
- the *Species at Risk Act*, SC 2002, c 29;
- the *Technical Standards and Safety Act, 2000*, SO 2000, c 16; and
- 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 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.

- 9.6.2 The Contractor shall do, cause to be done, or refrain from doing any act or thing as directed by the Owner or the Consultant, including stopping the Work if, at any time, the Owner 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 Owner may:
- .1 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 Owner may deduct the costs from monies which are due or may become due to the Contractor; or
 - .2 terminate the Contract pursuant to GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK OR STOP THE WORK OR TERMINATE THE CONTRACT.
- 9.6.3 Notwithstanding the foregoing, any act or failure to act by the Owner shall not in any way derogate from the responsibility of the Contractor under the Contract including its obligations under GC 9.6.1.
- 9.6.4 The Contractor shall indemnify and hold harmless the Owner, 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 or proceedings (including by any government agency) arising as a result of the Contractor’s violation of any applicable laws, regulations, bylaws 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 as it relates to the Contractor’s performance of the Work.
- 9.6.5 The Contractor acknowledges that the Owner may employ the services of an Environmental Inspector for the purpose of conducting inspections of the Place of the Work. 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 Owner, including any direction to stop Work.

GC 9.7 SPILLS REPORTING

- 9.7.1 Prior to commencing construction, the Contractor shall:

- .1 submit to the Owner a Spill Action Plan in a form acceptable to the Owner, 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
 - .2 post at the Place of the Work, in a clearly visible and accessible location, a notice containing the following information:
 - (1) the names and the telephone numbers of the representatives of the Owner and Local Municipality to be notified in the event of a spill or discharge;
 - (2) the telephone number of the Spills Action Centre 1-800-268-6060;
 - (3) the names and the 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;
 - (4) the names and the 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
 - (5) the name and the telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the clean-up of a spill or discharge.
- 9.7.2 In the event of a spill or discharge into the natural environment, the Contractor must comply, at all times, with the requirements of the *Classification and Exemption of Spills and Reporting of Discharges*, O. Reg. 675/98.
- 9.7.3 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 Ministry of the Environment and Climate Change 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:

- the Ministry of the Environment and Climate Change Spills Action Centre – tel: 1-800-268-6060;
- the Owner – tel. (905) 895-1200 (24 hours per day);
- the Local Municipality;
- the owner of the pollutant or substance, if known;
- the person having control of the pollutant or substance, if known; and
- the Consultant

GC 9.8 CERTIFICATE OF RECOGNITION (COR™) SAFETY PROGRAM

- 9.8.1 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.
- 9.8.2 The Contractor shall:
- .1 maintain its COR™ certification;

- .2 maintain its COR™ equivalency, in the form of a Letter of COR™ Equivalency issued by the IHSA; or
 - .3 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.

- 9.8.3 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 7.1 – Owner's Right to Perform the work or Stop the Work or Terminate the Contract, paragraph 7.1.3.
- 9.8.4 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 paragraph 9.8.2.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

New Paragraphs 10.1.3 to 10.1.7

Add the following new paragraphs to GC 10.1:

- 10.1.3 Where the Owner is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes applicable to the Contract, the Contractor shall, at the request of the Owner, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the Owner. The Contractor agrees to endorse over to the Owner any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.
- 10.1.4 The Contractor shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and Value Added Taxes paid.
- 10.1.5 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the Owner.
- 10.1.6 The Contractor agrees to cooperate with the Owner and to obtain from all Subcontractors and Suppliers cooperation with the Owner in the application for any rebates, incentives or refund or exemption of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such rebates, incentives, refund or exemption and providing to the Owner copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications. All such rebates, incentives or refunds shall either be paid to the Owner, or shall be a credit to the Owner against the Contract Price, in the Owner's discretion.
- 10.1.7 Customs duties, penalties, or any other penalty, fine or assessment levied against the Contractor shall not be treated as a tax or customs duty for purposes of this GC 10.1 – TAXES AND DUTIES.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Paragraphs 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6 and 10.2.7

Delete paragraphs 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6 and 10.2.7 in their entirety and replace them with the following:

- 10.2.2. The Owner shall obtain and pay for development approvals, building permit, site plan approval and environmental approvals. Without limiting the generality of any other

provision in the Contract, the Contractor shall obtain and pay for, at its sole expense and cost, all other permits, approvals, licences, certificates, charges and refundable deposits, including, without limitation, water and sanitary sewer permits, water and sewer connection charges, site alteration permits, curb cut and road cut permits, sign permits, hydro approvals, and occupancy permit necessary for the performance of the Work and the use and occupation of the Work by the Owner in accordance with the Contract Documents, the cost of which shall all be included in the Contract Price.

- 10.2.3 The Contractor shall comply, and shall require its employees, agents, Subcontractors, Suppliers and anyone for whom they are responsible to comply, with all laws, ordinances, guidelines, standards, permits, statutes, bylaws, rules, regulations, or codes and all of the Owner's policies and procedures which are or become in force and are applicable to the performance of the Work including, without limitation, all those relating to the preservation of the public health, occupational health and safety and to construction safety.
- 10.2.4 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes, and industry best practices and guidelines which are or become in force during the performance of the Work and which relate to the Work, to the environment, to the preservation of public health and to construction safety. The Contractor shall provide the Owner with copies of all such required notices and related health and safety documents. The Contractor shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The Contractor shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern.
- 10.2.5 Subject to GC 3.4 – DOCUMENT REVIEW, paragraph 3.4.1, the Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the Work. If the Contract Documents are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the Contractor shall advise the Consultant in writing requesting direction immediately upon such variance or change becoming known and no further work on the affected components of the Contract shall proceed until these changes to the Contract Documents have been obtained by the Contractor from the Consultant. The Consultant will make the changes required to the Contract Documents as provided in GC 6.1 – CHANGES IN THE WORK, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the Contractor fails to notify the Owner and the Consultant in writing, fails to obtain direction as required in paragraph 10.2.5, and/or performs work that it knows or ought to have known that contravenes any laws, ordinances, guidelines, standards, permits, statutes, bylaws, rules, regulations, or codes, the Contractor shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, guidelines, standards, permits, statutes, bylaws, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which were not anticipated at the time of bid closing and which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN THE CONTRACT PRICE.

New Paragraph 10.2.8

Add the following new paragraph to GC 10.2:

- 10.2.8 Without limiting the generality of any other provision in the Contract Documents, the Contractor shall cause all certificates to be furnished that are required or given by the appropriate governmental or quasi-governmental Authorities as evidence that the Work as installed conforms with the laws and regulations of Authorities Having Jurisdiction, including, without limitation, certificates of compliance for the Owner's occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the Work, in the event that such governmental or quasi-governmental Authorities furnish such certificates.

GC 10.3 PATENT FEES

Paragraph 10.3.1

Add the words "indemnify and" before the words "hold the" in the second line.

Delete the words "suits or proceedings" and replace them with the words "suits and proceedings".

Paragraph 10.3.2

Add the words "by the Owner" after the words "supplied to the Contractor."

GC 10.4 WORKERS' COMPENSATION

Delete GC 10.4 in its entirety and replace it with the following:

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Upon execution and delivery of the Contract, prior to commencing the Work, with each application for payment, at Substantial Performance of the Contract, and at the issuance of the final certificate for payment, the Contractor shall provide evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder.
- 10.4.2 The Contractor shall ensure that each Subcontractor complies with the workers' compensation legislation at the Place of the Work. At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.
- 10.4.3 Where a Subcontractor is not required to participate in the insurance plan provided for under the workers' compensation legislation, the Contractor shall require the Subcontractor to provide a sworn declaration of its exemption as a condition of the Subcontractor's admission to the Place of Work. When requested by the Owner, the Contractor shall require the Subcontractor to provide a letter of exemption under the workers' compensation legislation.
- 10.4.4 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 Owner may pay such assessment or compensation and deduct the cost thereof from monies due or that may become due to the Contractor.

PART 11 INSURANCE AND CONTRACT SECURITY

Delete GC 11.1 and GC 11.2 in their entirety and replace them with the following:

GC 11.1 BONDS

- 11.1.1 On or before the execution and delivery of the Contract, the Contractor shall provide to the Owner:
- .1 a performance bond in the amount of 100% of the Contract Price in the form called for in the Bid Documents; and

- .2 a labour and material payment bond in the amount of 50% of the Contract Price in the form called for in the Bid Documents
- 11.1.2 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 Owner, and shall be maintained in good standing until the fulfillment of the Contract..

GC 11.2 INSURANCE

- 11.2.1 Without restricting the generality of GC 12.1 – 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 Appendix D to the Request for Tender – Insurance Requirements. 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 Owner's Risk Manager.
- 11.2.2 The forms of the insurance policies shall in all respects be satisfactory to the Owner'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 Owner.
- 11.2.3 The policies shall be endorsed to provide the Owner 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.
- 11.2.4 The Contractor shall provide the Owner with proof of insurance, by submitting an original Certificate of Insurance on the Owner'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 Owner. In lieu of an original Certificate of Insurance, the Owner may accept an electronic copy provided it is e-mailed or faxed by the Contractor's insurance broker directly to the Owner.
- 11.2.5 If the Contractor fails to provide or maintain insurance as required in this General Condition or elsewhere in the Contract, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor, the Consultant and the Local Municipality, as applicable, and all such costs, including administration costs, shall be payable by the Contractor to the Owner on demand.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

Delete GC 12.1 in its entirety and replace it with the following:

- 12.1.1 The Contractor shall indemnify, hold harmless and defend the Owner, 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 Place of the Work, adjoining lands or highways 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 provided that such claims are caused by the negligent acts or omissions of the Contractor or its agents, any Subcontractors, employees, workers or other persons for whom the Contractor is in law responsible and only to the extent caused by the Contractor's negligence. This indemnification shall include any legal costs incurred by the Owner on a substantial indemnity basis, including those incurred to defend any criminal or quasi-criminal prosecutions against the Owner resulting from the actions of the Contractor.
- 12.1.2 The indemnification obligations in GC 12.1 – INDEMNIFICATION AND CLAIMS HANDLING shall apply provided that such claims are made by notice in writing within a period of two years

from the date of Total Performance of the Contract, or within such shorter period of time as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

- 12.1.3 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 1 Working Day and in writing within 3 Working Days upon being notified in writing of the third-party claim. The Contractor shall immediately, upon receipt of any third-party claim, provide the Owner's Controllershship Office with notice of the third-party claim. The Contractor shall also provide the Owner's Controllershship Office with copies of all correspondence between the Contractor or its agents and the third-party claimant.
- 12.1.4 The Contractor shall not advise the third-party claimant that the Owner is responsible for their claim.
- 12.1.5 If, in the sole discretion of the Owner's Controllershship 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:
- .1 failure of the Contractor to acknowledge receipt of the third-party claim in the manner set out in paragraph 12.1.3; and
 - .2 failure to resolve the third-party claim to the satisfaction of the Owner within 90 Days of the receipt of the third-party claim;

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

- 12.1.6 Notwithstanding paragraph 12.1.5 the Owner 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 Owner under this Contract or, in the event the Contractor becomes insolvent, any other contract between the Owner and the Contractor.
- 12.1.7 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, and proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of six years from the date of Substantial Performance of the Contract as set out in the certificate of Substantial Performance of the Contract, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.
- 12.1.8 The Contractor and Owner mutually waive all consequential damages against each other relating to this Contract. Consequential damages are defined herein as indirect, incidental, special or consequential damages whatsoever arising out of or in connection with the Contract (including without limitation: lost profits, anticipated or lost revenue, loss of product, loss of use of any systems, networks, rental expenses, income, financing, business and reputation, loss of management or employee productivity or the services of such persons, principal office expenses, compensation of personnel stationed at principal office, failure to realize expected savings or any other commercial or economic loss, or any third party claim), whether arising in negligence, tort, statute, equity or common law, or any other cause of action or legal theory even if the party has been advised of the possibility of those damages. This mutual waiver is applicable, without limitation, to all consequential damages due to

either party's termination in accordance with GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK OR STOP THE WORK OR TERMINATE THE CONTRACT or remedies under GC 12.1 – INDEMNIFICATION AND CLAIMS HANDLING. Nothing contained in this paragraph 12.1.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract.

GC 12.2 WAIVER OF CLAIMS

Delete GC 12.2 in its entirety and replace it with the following:

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any rights or remedies provided by the Construction Act, as of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including, without limitation, those that might arise from the negligence or breach of contract by the Owner except:
- .1 those made in writing in compliance with the Contract Documents prior to the Contractor's application for final payment and still unsettled; and
 - .2 those arising from the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES or GC 10.3 PATENT FEES.

GC 12.3 WARRANTY

Paragraph 12.3.1

Delete paragraph 12.3.1 and replace it with the following:

- 12.3.1 The Contractor agrees to remedy, at its costs, any defects in materials and workmanship which are identified by the Owner within the warranty period(s) specified in Article A-15 of the Agreement – WARRANTY PERIOD, or such longer periods as may be specified for certain Products or Work.” (the “Warranty Period”). This warranty shall cover labour and material, including, without limitation, the costs of removal and replacement of covering materials. This warranty shall not limit extended warranties on any items of equipment or material called for elsewhere in the specifications or otherwise provided by any manufacturer of such equipment or material.

Paragraph 12.3.2

Delete the word “The” from the beginning of the first sentence and replace it with the words "Subject to GC 3.4 – DOCUMENT REVIEW, paragraph 3.4.1, the".

Paragraph 12.3.3

Delete the words “one year”.

Paragraph 12.3.4

Delete the words “one year”.

Paragraph 12.3.6

Delete the words “one year”.

New Paragraphs 12.3.7 to 12.3.11

Add the following new paragraphs to GC 12.3:

- 12.3.7 The Contractor shall commence to correct any deficiency within five (5) Working Days after receiving a notice in writing from the Owner or the Consultant, and shall complete the correction as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keeping basic systems essential to the ongoing business of the Owner and/or the Owner's tenants, operational as designed, all necessary corrections and/or installation of temporary replacements shall be carried out

immediately as an emergency service. Should the Contractor fail to attend to the service request on site within four (4) hours and provide this emergency service within 24 hours of a request made in writing during the normal business hours of the Contractor, the Owner is authorized to carry out all necessary repairs or replacements at the Contractor's expense.

- 12.3.8 The carrying out of replacement work and making good of defects shall be executed at times convenient to the Owner and this may require work outside of normal working hours at the Contractor's expense.
- 12.3.9 Any material or equipment requiring excessive servicing during the Warranty Period (or free maintenance period, if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.
- 12.3.10 The Contractor shall assign to the Owner all warranties, guarantees or other obligations for work, services or materials performed or supplied by any Subcontractor, Supplier or other person in or about the Work, with the consent of the other party thereto where required by law or by the terms of the Contract or engagement. Such assignment shall be an addition to, and without detracting from, the warranty rights of the Owner under the provisions of the Contract Documents for the duration of the warranty period, with the exception of any extended warranties beyond the periods specified in Article A-15 of the Agreement – WARRANTY PERIOD which are subject to paragraph 12.3.6.
- 12.3.11 Specified warranty periods shall not be construed as limiting the provisions of CG 12.1 - INDEMNIFICATION AND CLAIMS HANDLING.
- 12.3.12 The remedies of the Owner set forth above shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any provisions of the Contract Documents and the periods referred to above, or such longer time as may be specified elsewhere, shall not be construed as a limitation on the time in which the Owner may pursue such other action or remedy.

NEW GENERAL CONDITION GC 12.4

Add new GC 12.4 as follows:

GC 12.4 DAMAGES AND MUTUAL RESPONSIBILITY

- 12.4.1 If either party to the Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 12.4.2 Claims for damage under paragraph 12.4.1 shall be made in writing to the party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by Change Order. Disputed claims shall be resolved as set out in PART 8 – DISPUTE RESOLUTION.
- 12.4.3 If the Contractor has caused damage to the work of an Other Contractor on the Project, the Contractor agrees upon due notice to settle with the Other Contractor by negotiation or arbitration. If the Other Contractor makes a claim against the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgement against the Owner and pay the costs incurred by the Owner arising from such action.
- 12.4.4 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and

all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

NEW PARTS

Add the following new Parts to the General Conditions of the Stipulated Price Contract:

PART 13 AUDIT

GC 13.1 AUDIT

- 13.1.1 The Owner and/or the Ministry of Labour 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 any work performed under 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 this Contract and for at least two years following the completion of this 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 Owner, 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 Owner 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 Owner.
- 13.1.2 Paragraph 13.1.1 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, Provincial, or Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

PART 14 SOFTWARE

GC 14.1 SOFTWARE

- 14.1.1 Without limiting the generality of any other provision in the Contract, the Contractor, as a part of the Work, shall supply and install all software required by the Contract Documents or included with any systems required by the Contract Documents ("Software"). The Contractor shall grant or obtain a perpetual, irrevocable non-exclusive royalty-free license to use the Software sufficient for the Owner's purposes.

END OF DOCUMENT

APPENDIX A - FORMS

Appendix A.1	Form of Release to be provided in accordance with: GC 5.5 - Payment of Holdback Upon Substantial Performance of the Contract
Appendix A.2	Form of Declaration to be provided in accordance with: GC 5.5 - Payment of Holdback Upon Substantial Performance of the Contract GC 5.6 - Progressive Release of Holdback GC 5.7 - Final Payment
Appendix A.3	Form of Release to be provided in accordance with: GC 5.7 - Final Payment
Appendix A.4	Form of Statutory Declaration to be provided in accordance with: GC 5.6 - Progressive Release of Holdback
Appendix A.5	Form of Release to be provided in connection with: GC 5.6 - Progressive Release of Holdback
Appendix A.6	Form of Preliminary Estimate for Payment
Appendix A.7	Form of Proper Invoice
Appendix A.8	AODA Training Certificate

RELEASE

IN THE MATTER OF a contract for _____, known as York Region Contract No. _____, entered into between The Regional Municipality of York (the "Region") and _____ (the "Contractor").

KNOW ALL MEN BY THESE PRESENTS THAT the Contractor, on its own behalf and on behalf of its Subcontractors, and their respective heirs, executors, administrators, successors and assigns, as the case may be (the "Releasor"), for and in consideration of the payment or promise to pay the statutory holdback under the above-mentioned contract, and for other good and valuable consideration, hereby remises, releases and forever discharges the Region and its directors, officers, council members, partners, employees, agents, assigns and successors (the "Releasee"), of and from all manner of actions, causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which the Releasor ever had, now has, or may have by reason of the above-mentioned contract, save and except any claim which the Releasor has arising out of:

1. Claims pursuant to GC 7 – Claims, Disputes and Adjudication made prior to Substantial Performance of the Contract and still unsettled, as listed in the attached "Schedule of Outstanding Claims"
2. The retention by the Region of the maintenance security, if applicable
3. Pending/Unresolved Change Orders as listed in the attached "Schedule of Pending/Unresolved Change Orders"
4. Quantities which have not been finalized

With respect to item 1 above, the Contractor acknowledges and agrees that none of the claims listed in the attached "Schedule of Outstanding Claims" have been admitted, acknowledged or accepted by the Region as valid claims. The Contractor further acknowledges that nothing in this Release prevents or estops the Region from disputing the validity, timeliness and quantum of the claims listed therein.

Dated this _____ day of _____, 20____.

WITNESSED BY:

SIGNED, SEALED AND DELIVERED

(Seal)

(Seal)

SCHEDULE OF OUTSTANDING CLAIMS

Description of Dispute	Value of Dispute

SCHEDULE OF PENDING/UNRESOLVED CHANGE ORDERS

C.O. #	Description of Change Order	Value of Change Order

DECLARATION OF KNOWN ADJUDICATIONS

I, _____ of _____ declare that:
 (name of declarant) (name of contractor)

1. I am the _____ of _____
(title or position of declarant) (name of contractor)
and as such have knowledge of the facts herein declared.
2. That _____ entered into Contract No. _____
(name of contractor) (contract number)
with The Regional Municipality of York for:

(description of contract)
3. That _____ is not engaged in any adjudication with
(name of contractor)
respect to Contract No. _____ except for those adjudications
(contract number)
identified in Schedule A – Known Adjudications.
4. That _____ is not aware of any adjudication in which any
(name of contractor)
subcontractors or suppliers are engaged in with respect to Contract No. _____
(contract number)
except for those adjudications identified in Schedule A – Know Adjudications, and has
made reasonable enquiries to confirm this.

Date

Signature of Declarant

Schedule A - Known Adjudications

[illegible]

RELEASE

IN THE MATTER OF a contract for _____, known as York Region Contract No. _____, entered into between The Regional Municipality of York (the "Region") and _____ (the "Contractor").

KNOW ALL MEN BY THESE PRESENTS THAT the Contractor, on its own behalf and on behalf of its Subcontractors, and their respective heirs, executors, administrators, successors and assigns, as the case may be (the "Releasor"), for and in consideration of the payment or promise to pay the statutory holdback under the above-mentioned contract, and for other good and valuable consideration, hereby remises, releases and forever discharges the Region and its directors, officers, council members, partners, employees, agents, assigns and successors (the "Releasee"), of and from all manner of actions, causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which the Releasor ever had, now has, or may have by reason of the above-mentioned contract, save and except any claim which the Releasor has arising out of:

1. Claims pursuant to GC 7 – Claims, Disputes and Adjudication made prior to Total Performance of the Contract and still unsettled, as listed in the attached "Schedule of Outstanding Claims"
2. The retention by the Region of the maintenance holdback, if applicable
3. Pending/Unresolved Change Orders as listed in the attached "Schedule of Pending/Unresolved Change Orders"
4. Quantities that have not been finalized

With respect to item 1 above, the Contractor acknowledges and agrees that none of the claims listed in the attached "Schedule of Outstanding Claims" have been admitted, acknowledged or accepted by the Region as valid claims. The Contractor further acknowledges that nothing in this Release prevents or estops the Region from disputing the validity, timeliness and quantum of the claims listed therein.

Dated this _____ day of _____, 20____.

WITNESSED BY:

SIGNED, SEALED AND DELIVERED

(Seal)

(Seal)

SCHEDULE OF OUTSTANDING CLAIMS

Description of Dispute	Value of Dispute

SCHEDULE OF PENDING/UNRESOLVED CHANGE ORDERS

C.O. #	Description of Change Order	Value of Change Order

DECLARATION OF COMPLETION OF SUBCONTRACT AND PAYMENT OF ACCOUNTS

I, _____ of _____
(name) (name of subcontractor)

declare that:

1. I am the _____ of _____
(title or position) (name of subcontractor)

and as such have knowledge of the facts herein declared.

2. _____ entered into a subcontract with
(name of subcontractor)

..... for the supply of the following services and/or
(name of contractor)

materials: _____
(description of work)

for York Region Contract No. _____ located at _____

(contract location)

3. The supply of all services and materials required to be furnished under the subcontract have been completed in an acceptable manner.
4. All assessments and levies under the Employment Standards Act, the Workplace Safety and Insurance Act or other social or labour legislation in respect of the subcontract have been duly paid, and the work is free of all liens and encumbrances.
5. All claims for damage to property or injury to persons in respect of the subcontract, and of which the above named subcontractor has received notice, have been fully paid or settled.
6. All accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the subcontractor in the performance of the work under the subcontract, and for which the Region might in any way be held responsible, have been duly paid except for statutory and contractual holdback monies properly retained.
7. The above named subcontractor is not engaged in, nor aware of, any adjudication with respect to the above-mentioned subcontract or York Region Contract No. _____ and has made
(contract no)
reasonable enquiries to confirm this.

Declared before me in _____
(City/Town)

in the Province of _____
(Province)

on the day of , 20

Signature of Declarant

A Commissioner, etc.

FULL AND FINAL RELEASE

IN THE MATTER OF a subcontract for _____ entered into between _____ (the "Contractor") and _____ (the "Subcontractor") in relation to York Region Contract No. _____ entered into between The Regional Municipality of York (the "Region") and the Contractor, which subcontract has been completed for the price of _____ (exclusive of tax).

KNOW ALL MEN BY THESE PRESENTS THAT the Contractor and Subcontractor, on their own behalf and on behalf of their respective Subcontractors, heirs, executors, administrators, successors and assigns, as the case may be (the "Releasors"), for and in consideration of the payment or promise to pay the statutory holdback in relation to the above mentioned subcontract, and for other good and valuable consideration hereby remise, release and forever discharge the Region and its directors, officers, council members, partners, employees, agents, assigns and successors (the "Releasee"), of and from all manner of actions, causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which the Releasors ever had, now have, or may have by reason of the above-mentioned subcontract, save and except any claim which the Releasors have arising out of:

1. Claims pursuant to GC 7 – Claims, Disputes and Adjudication made prior to the date of completion of the subcontract and still unsettled, as listed in the attached "Schedule of Outstanding Claims"
2. The retention by the Region of the maintenance holdback, if any

With respect to item 1 above, the Contractor and Subcontractor acknowledge and agree that none of the claims listed in the attached "Schedule of Outstanding Claims" have been admitted, acknowledged or accepted by the Region as valid claims. The Contractor and Subcontractor further acknowledge that nothing in this Release prevents or estops the Region from disputing the validity, timeliness and quantum of the claims listed therein.

Dated this _____ day of _____, 20____

WITNESSED BY:

SIGNED, SEALED AND DELIVERED

CONTRACTOR

(Seal)

SUBCONTRACTOR

(Seal)

SCHEDULE OF OUTSTANDING CLAIMS

[illegible]

PROPERTY SERVICES CONTRACT NO. XXX / YORK REGION PURCHASE ORDER NO. XXX
Brief Description of Contract

CONTRACTOR: Contractor Name

Work Period: xxx to xxx

Division XXX																	
Item						Tender	Tender	Previous	Current	Quantity	Previous	Current	Amount to	%	Projected Final	Projected	Cost
No.	Spec.	Description	Unit	Unit Price		Quantity	Amount	Quantity	Quantity	to Date	Amount	Amount	Date	Complete	Qty	Final Cost	Over/Under
1	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
2	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
3	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
4	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
5	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
6	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
7	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
8	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
9	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
10	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
11	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
12	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
13	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
14	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
15	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
16	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
17	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
18	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
19	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
20	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
21	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
22	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
23	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
24	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
25	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
26	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
27	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
28	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
29	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
Total										0	\$ -	\$ -	\$ -			\$ -	\$ -

PROPERTY SERVICES CONTRACT NO. XXX / YORK REGION PURCHASE ORDER NO. XXX
Brief Description of Contract

CONTRACTOR: Contractor Name

Work Period: xxx to xxx

Division XXX

Item		Description	Unit	Unit Price	Tender Quantity	Previous Quantity	Current Quantity	Quantity to Date	Tender Amount	Previous Amount	Current Amount	Amount to Date	% Complete	Projected Final Qty	Projected Final Cost	Cost	
No.	Spec.															Over/Under	
30	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
31	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
32	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
33	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
34	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
35	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
36	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
37	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
38	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
39	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
40	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
41	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
42	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
43	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
44	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
45	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
46	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
47	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
48	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
49	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
50	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
51	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
52	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
53	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
54	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
55	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
56	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
57	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
58	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
Total									0	\$ -	\$ -	\$ -			\$ -	\$ -	-

Brief Description of Contract

CONTRACTOR: Contractor Name
Contractor Address

Invoice # xxx
Invoice Date: xxx
Work Period: xxx to xxx

BILLING CONTACT INFORMATION: Name, Title
Phone Number, Fax Number, Email Address
Mailing Address

GST/HST REGISTRATION #: GST/HST Registration #

	Tender Amount	Current Amount	Amount Paid	Amount to Date	% Complete
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Division XXX	\$0.00	\$0.00	\$0.00	\$0.00	0%
Cash Allowances	\$0.00	\$0.00	\$0.00	\$0.00	0%
Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	
Credits (e.g. asphalt payment adjustment)	\$0.00	\$0.00	\$0.00	\$0.00	
Deductions (e.g. asphalt payment adjustment)	\$0.00	\$0.00	\$0.00	\$0.00	
CONTRACT TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	
HST (13%)	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	
Total Value of Work Completed to end of Work Period	\$	-	\$	-	
Less 10% Statutory Holdback	\$	-	\$	-	
Less 3% Maintenance Security	\$	-	\$	-	
Less Lien Holdback	\$	-	\$	-	
Subtotal	\$	-	\$	-	
Plus HST	\$	-	\$	-	
Total amount to be paid to Contractor in accordance with GC...		\$ -			

By submitting this invoice, the Contractor declares that:

- all assessment and levies under the *Employment Standards Act* , the *Workplace Safety and Insurance Act* or other social or labour legislation in respect of this Contract have been duly paid and the work is free of all liens and encumbrances;
- all claims for damage to property or injury to persons in respect of this Contract for which the Contractor has received notice have been fully paid or settled; and
- all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the performance of the work under this Contract, and for which the Region might in any way be held responsible, have been fully paid except for statutory and contractual holdback monies properly retained, payments deferred by agreement, or payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.

PROPERTY SERVICES CONTRACT NO. XXX / YORK REGION PURCHASE ORDER NO. XXX

Brief Description of Contract

CONTRACTOR: Contractor Name

Work Period: xxx to xxx

Division XXX																	
Item						Tender	Tender	Previous	Current	Quantity	Previous	Current	Amount to	%	Projected Final	Projected	Cost
No.	Spec.	Description	Unit	Unit Price		Quantity	Amount	Quantity	Quantity	to Date	Amount	Amount	Date	Complete	Quanty	Final Cost	Over/Under
1	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
2	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
3	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
4	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
5	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
6	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
7	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
8	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
9	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
10	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
11	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	-	0%	0	\$ -	\$ -
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PROPERTY SERVICES CONTRACT NO. XXX / YORK REGION PURCHASE ORDER NO. XXX

Brief Description of Contract

CONTRACTOR: Contractor Name

Work Period: xxx to xxx

Division XXX

Item		Description	Unit	Unit Price	Tender Quantity	Previous Quantity	Current Quantity	Quantity to Date	Tender Amount	Previous Amount	Current Amount	Amount to Date	% Complete	Projected Final Qty	Projected Final Cost	Cost	
No.	Spec.															Over/Under	
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55	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
56	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
57	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
58	spec ref	description	unit	\$ -	tender quantity	\$ -	0	0	0	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	-
Total									0	\$ -	\$ -	\$ -			\$ -	\$ -	-

AODA TRAINING CERTIFICATE

TO: THE REGIONAL MUNICIPALITY OF YORK (the “Region”)

Pursuant to section 6 of *Ontario Regulation 429/07, Accessibility Standards for Customer Service* and Section 7 of *Ontario Regulation 191/11, Integrated Accessibility Standards* (the “**Regulations**”), made under the AODA, the Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of goods, services and/or facilities under this Contract receive training in connection with the provision of these goods, services and/or facilities to persons with disabilities. Such training shall be provided in accordance with the Regulations and shall include, without limitation, a review of the purposes of the AODA, the requirements of the Regulations and the *Human Rights Code* as it pertains to persons with disabilities.

The Contractor represents and certifies to the Region that:

1. the AODA training provided by the Contractor includes the following:
 - a. A review of the purposes of the AODA, the requirements of the Regulations and the *Human Rights Code*;
 - b. How to interact and communicate with persons with various types of disability including persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
 - c. How to use equipment or devices that are available on the premises that may assist in the provision of goods and services to a person with a disability.
 - d. What to do if a person with a particular type of disability is having difficulty accessing the Contractor’s goods or services.
2. the Contractor, its employees, agents, volunteers, and other persons engaged by the Contractor in the provision of goods, services and/or facilities under this Contract have received the required AODA training;
3. the required AODA training is delivered on an ongoing basis, including new employees, agents, volunteers and other persons engaged by the Contractor;
4. the Contractor keeps a record of the training provided and the number of individuals who have received AODA training;
5. under this Contract the AODA training is required by the following number of individuals: _____; and
6. the following number of individuals have received AODA training as of the date of this Certificate: _____.

The source of the AODA training provided by the Contractor is:

- ☐ York Region Accessible Customer Service Training
- ☐ Integrated Accessibility Standards Training
- ☐ Alternate training program that meets the requirements listed above

Signature: _____ Name: _____ Date: _____	Contractor Name: _____
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Health and Safety Guide for Construction Contractors

Human Resource Services – Workplace Health, Safety, Wellness & Benefits Division
Updated: February 2019

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1. Introduction

This Guide is intended to ensure that, pursuant to the *Occupational Health and Safety Act*, the Regional Municipality of York (the “Region”) complies with its obligations as Owner and the General Contractor complies with its obligations as Constructor on Construction projects.

This Guide serves as a guideline for bidders to ensure that adequate resources and appropriate measures are utilized to perform the Work safely and to ensure that appropriate procedures are established for monitoring and evaluating health and safety performance.

The purpose of this Guide is to ensure that all Work undertaken by General Contractors is conducted in a manner that:

- Considers and protects the health and safety of York Region residents and members of the public;
- Considers and protects the health and safety of all Workers.

All bidders are required to acknowledge that they have reviewed this Guide and the Pre-Work Hazard Assessment Form. The General Contractor is required to submit a signed copy of the Pre-Work Hazard Assessment Form (template shown at Appendix A) prior to commencing Work.

2. Definitions

Accessibility for Ontarians with Disabilities Act:

The Ontario *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and its regulations.

Bid Documents:

The documentation issued by the Region in the form of a request for quotation, proposal or tender. Bidders submit their quotes, proposals or tenders in response to Bid Documents.

Competent Person:

A person who:

- (a) is qualified because of knowledge, training and experience to organize the Work and its performance,
- (b) is familiar with the *Occupational Health and Safety Act* and the regulations that apply to the Work, and
- (c) has knowledge of any potential or actual danger to health or safety in the Workplace. (*Occupational Health and Safety Act*, s. 1)

Construction:

The erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any Work or undertaking in connection with a project but does not include any Work or undertaking underground in a mine. (*Occupational Health and Safety Act*, s. 1)

Constructor:

A person who undertakes a project for an Owner and includes an Owner who undertakes all or part of a project by himself or by more than one Employer. (*Occupational Health and Safety Act*, s. 1)

Consultant:

The person, firm or corporation, if any, retained by the Region to perform consulting services in relation to the Work.

Contract:

The undertaking by the Region and the General Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the Region and the General Contractor. The Contract supersedes all prior negotiations, representations or agreements, either written or oral, except to the extent specifically referred to in the Contract.

Contract Documents:

Any documents that form part of the Contract, including any amendments incorporated before the execution of the Contract and any subsequent amendments made pursuant to the provisions of the Contract.

Contractor Safety Specialist:

A person employed or retained by the Region who conducts periodic Site Safety Audits to promote hazard awareness and ensure safe Work practices.

Critical Injury:

An injury of a serious nature that:

- (a) places life in jeopardy,
- (b) produces unconsciousness,
- (c) results in substantial loss of blood,
- (d) involves the fracture of an arm or leg, but not a finger or toe,
- (e) involves the amputation of an arm, leg or foot, but not a finger or toe,
- (f) consists of burns to a major portion of the body, or

- (g) causes the loss of sight in an eye.
(*Occupational Health and Safety Act*, Reg. 834, s.1)

Designated Substance:

A biological, chemical or physical agent or combination thereof prescribed as a designated substance to which the exposure to a Worker is prohibited, regulated, restricted, limited or controlled. (*Occupational Health and Safety Act*, s. 1)

Employer:

A person who employs one or more Workers or contracts for the services of one or more Workers and includes a [General] Contractor or Subcontractor who performs Work or supplies services and a [General] Contractor or Subcontractor who undertakes with an Owner, Constructor, [General] Contractor or Subcontractor to perform Work or supply services. (*Occupational Health and Safety Act*, s. 1)

General Contractor:

The person, firm or corporation with whom the Region enters into a Contract as a result of a request for quotation, proposal or tender. The obligations of the General Contractor include those of a Constructor as defined in the *Occupational Health and Safety Act*.

Incident:

An undesired event causing:

- (a) personal injury;
- (b) no injury, but is described as a near miss or potential for injury; and/or
- (c) damage to property or equipment.

Occupational Health and Safety Act:

The Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and its regulations.

Owner:

A trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a Workplace, or a person who acts for or on behalf of an Owner as an agent or delegate. (*Occupational Health and Safety Act*, s. 1)

In most cases, when the Region procures the services of a Constructor, the Region is considered to be the Owner.

Pre-Work Hazard Assessment Form:

A form which identifies all known hazards existing on the Site at the time the hazard assessment is conducted, including any Designated Substances that may be present on the Site.

Project Administrator/Coordinator:

A person employed by the Region who reports to the Project Manager and is responsible for ensuring that the terms of the Contract are adhered to once the Contract has been awarded to a General Contractor.

Project Manager:

Any person employed by the Region who is responsible for ensuring that the terms of the Contract are adhered to and enforced. A Project Manager may delegate to a Project Administrator/Coordinator.

Site:

The designated site or location of the Work.

Site Safety Audit:

A process performed by the Contractor Safety Specialist to ensure safety compliance that includes, but is not limited to, a visual inspection of the Site, review of relevant documents, and interviews with Workers and representatives of the General Contractor. The results of a Site Safety Audit are produced in a Site Safety Audit Report.

Subcontractor:

A person, firm or corporation having a direct contract with the General Contractor to perform a part or parts of the Work, supply products, or provide a service on behalf of the General Contractor.

Supervisor:

A person who has charge of a Workplace or authority over a Worker. (*Occupational Health and Safety Act*, s. 1)

The Region:

The Regional Municipality of York, its employees, authorized agents and representatives.

Visitor:

Any individual accessing the Site who is not a General Contractor, Subcontractor, Consultant, Worker or representative of the Region.

Work:

The total Construction and related services required by the Contract. Work may include, but is not limited to, the supply of services, labour and materials for the installation, removal, application, demolition, erection, renovation, re-furbishing or construction of a building,

bridge, shaft, tunnel, caisson, trench, excavation, roadway, cofferdam, conduit, sewer, water-main, service connection, duct or well, and other undertakings.

Worker:

A person who performs Work or supplies services for monetary compensation.
(*Occupational Health and Safety Act*, s. 1, in part)

Workplace:

Any land, premises, location or thing at, upon, in or near which a Worker works.
(*Occupational Health and Safety Act*, s. 1)

Workplace Hazardous Materials Information System (WHMIS):

R.R.O. 1990, Reg. 860 of the *Occupational Health and Safety Act*.

Workplace Safety and Insurance Act:

The Ontario *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A and its regulations.

3. Responsibilities

The Owner shall:

- Conduct a hazard assessment of the Site and provide a copy of the completed Pre-Work Hazard Assessment Form to all bidders.
- Conduct periodic Site Safety Audits and provide a copy of the completed Site Safety Audit Report to the General Contractor to ensure compliance with the *Occupational Health and Safety Act* and with the Contract.

Bidders shall:

- Review the Pre-Work Hazard Assessment Form completed by the Region prior to submitting any bid(s).

General Contractors shall:

- Comply with all of the terms of the Contract.
- Comply with all health and safety requirements under the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*, and ensure that all Workers, Subcontractors and Visitors conduct themselves in a safe manner.
- Acknowledge the appointment of Constructor as defined under the *Occupational Health and Safety Act*.
- Review this Health and Safety Guide for Construction Contractors.

- Ensure all required documentation has been submitted to the Project Manager prior to commencing any Work.
- Disclose any additional hazards located on the Site, apart from those identified on the Pre-Work Hazard Assessment Form, prior to and at any time during Construction activities to the Project Manager and individuals present at the Site.
- Obtain any necessary information regarding the hazards located at the Site and communicate that information to all individuals present at the Site.
- Allow the Contractor Safety Specialist to enter the Site to conduct periodic, unannounced Site Safety Audits to ensure the General Contractor is fulfilling its health and safety obligations under the Contract.
- Understand that the Region may take any action to remedy any contravention of the *Occupational Health and Safety Act*, including stopping unsafe Work or terminating the Contract.

4. Education and Prevention

General Contractors:

All General Contractors must ensure that their employees have completed training regarding all of the hazards associated with the Work, have valid trade certificates and/or licences, and follow established Work procedures.

General Contractors are responsible for ensuring Site safety, including Site access for all persons. Where Region employees require Site-specific training to enter the Site, the General Contractor is responsible for the provision of such training. This may be in the form of a Site induction and/or orientation.

5. Pre-Work Hazard Assessment Form

The intent of the Pre-Work Hazard Assessment Form is to promote hazard awareness and to inform all bidders of any actual hazards that exist or may pose a potential problem during Construction, such as overhead or underground power lines or the presence of asbestos, etc.

The Pre-Work Hazard Assessment Form assists bidders with making informed decisions about the hazards involved and enables them to budget the necessary time and resources to perform the Work safely. The Pre-Work Hazard Assessment Form is a communication tool only and is not intended to be a comprehensive account or analysis of all possible hazards present on the Site.

The Pre-Work Hazard Assessment Form identifies all known hazards existing on the Site at the time of the assessment, including but not limited to the following:

- Electrical/Equipment Hazards
- Physical Hazards
- Chemical Hazards

- Biological Hazards
- Hazardous Conditions
- Public Safety Hazards
- Designated Substances/Other materials

All bidders will be provided with a copy of the completed Pre-Work Hazard Assessment Form. All General Contractors must acknowledge the hazards identified at the time of the hazard assessment and agree, by signing the Pre-Work Hazard Assessment Form, to take every precaution reasonable in the circumstances to protect Workers from those hazards at all times.

6. General Health and Safety Requirements

Separation of Adjacent Construction Projects or Workplaces

The General Contractor is expected to fully cooperate with the Region and its Consultant(s) to ensure a safe separation between two or more Construction projects or Workplaces. To ensure the Owner does not assume the role of Constructor, the General Contractor shall separate the Construction project(s) by space (physical) and/or time (schedule) as per the requirements of the *Occupational Health and Safety Act*.

Public Safety

The Region prioritizes the safety of all persons and the General Contractor must ensure that Work activities do not put members of the public in danger. Ensuring public safety during Construction activities includes but is not limited to:

Site Access:

- Managing Site access with suitable fencing/barriers that physically prevent people from entering the Site and prevent objects or material from unintentionally escaping the Site.
- All materials and equipment shall be stored within the Site perimeter, preferably in secure compounds.
- Prior to leaving the Site at any time, all openings of surfaces, excavations and fall/impalement hazards must be secured/covered and identified.

Signage/Public Awareness:

- The General Contractor shall make the public aware of all hazards. All Sites must have clear signs displayed along the perimeter of the Site and, at any entrance to the Site which is visible to pedestrians, specify the particular hazard(s) and advise that Construction is in progress.

Sidewalks:

- In the event that a sidewalk is within the perimeter of or adjacent to the Site, the sidewalk shall be closed and identified as such well in advance of the closure, and an alternate route shall be provided, even if temporary.
- All sidewalks and paths must be clean and free from debris. Consideration should be given to those individuals with mobility impairments, e.g. those who use wheelchairs.
- Uniform surfaces and ramps shall be provided, as necessary, to comply with the *Accessibility for Ontarians with Disabilities Act*. It is important that the General Contractor ensure that pedestrians are inconvenienced by the Work as little as possible.

Transit Bus Stops:

- In the event that a bus stop is within the perimeter of or adjacent to the Site, it shall be relocated at the direction of York Region Transit.

Vehicles/Equipment:

- The General Contractor must take measures to ensure that vehicles entering and leaving the Site do not hit pedestrians.
- Work areas are to be clearly identified per Ontario Traffic Manual Book 7 and separated from public roadways or walkways, e.g. paths and sidewalks.
- In some situations, as per Ontario Traffic Manual Book 7, it will be necessary for the General Contractor to employ a traffic control person or retain a paid duty police officer(s) to direct traffic and maintain the safe flow of traffic per the *Occupational Health and Safety Act*.

Designated Substances

The Region shall ensure a current Designated Substance Survey (DSS) of the Site is conducted prior to procuring a General Contractor as per the requirements of the *Occupational Health and Safety Act*. The DSS will be a component of the Pre-Work Hazard Assessment and will be provided to all bidders if Designated Substances are present at the Site.

WHMIS and Controlled Materials

In addition to complying with WHMIS, the General Contractor shall inform the Region of the location of controlled substances and materials and shall ensure that these materials are not stored or used on the Site without the Region's prior approval.

Site Supervisor

As per the *Occupational Health and Safety Act*, the General Contractor shall appoint a Competent Person as the Supervisor of the Site. In the event that the Site Supervisor must temporarily leave the Site for any time period, a designate Site Supervisor must be appointed and must also be a Competent Person.

Stopping Unsafe Work/Stop Work Order

- Region employees are not permitted to direct or instruct Workers on how to perform their regular duties. However, in the event that a dangerous circumstance (as per the *Occupational Health and Safety Act*, s. 44) is observed by the Contractor Safety Specialist or a Region representative, they may intervene and stop the unsafe act or condition from continuing.
- The Region and its Consultant(s) shall have the right to issue warnings and/or to stop Work if the General Contractor violates the *Occupational Health and Safety Act* or any health and safety requirement of the Contract.
- A written stop work order will be issued when imminent danger is identified or where significant damage to equipment or property or environmental degradation could occur if the unsafe act or condition continues.
- Stop work orders only involve those areas of the Site immediately concerned in the identified hazardous situation and are to be included in the order.
- Written warnings and/or stop work orders shall be provided to individuals representing the General Contractor and the Region.
- Work may not resume until the Region is satisfied that the imminent danger is eliminated. Notification to restart Work will be made to all parties advised of the original stop work order.
- The Region reserves the right to have a hazard eliminated at the expense of the General Contractor.

Reporting Incidents and Ministry of Labour Visits

The General Contractor shall:

- Immediately investigate all Incidents and immediately report the Incidents to the Project Manager and/or Ministry of Labour (if required). This includes all Critical Injuries, fatalities and those Incidents prescribed under Sections 11 and 12 of Regulation 213/91 of the *Occupational Health and Safety Act*.
- Provide proof of Incident investigation to the Project Manager for any Incidents that occurred on the Site.
- Notify the Region and its Consultant(s) of any report issued by the Ministry of Labour. All documentation, including investigation reports, Site visit reports and/or orders issued, shall immediately be forwarded to the Region and its Consultant(s).

7. Site Safety Audits

York Region Site Safety Audit Process

- The Contractor Safety Specialist may arrive at the Site unannounced and will report to the Site Supervisor.
- If available, the Site Supervisor or Site health and safety representative will accompany the Contractor Safety Specialist to perform a Site walkthrough to conduct a Site Safety Audit.
- If any deficiencies are noted or Workers are observed not to be performing their duties in a safe manner, the Site Supervisor will remedy any deficiencies and/or direct the Workers to perform their duties safely.
- In the event that the Site Supervisor or their designate is unavailable, the Contractor Safety Specialist will conduct the Site Safety Audit on their own.
- In the event that a dangerous circumstance is observed by the Contractor Safety Specialist, they will intervene and stop the unsafe act or condition from continuing and a written stop work order will be issued.
- The Contractor Safety Specialist will not direct Workers on how to perform their regular duties.
- All observations and recommendations will be documented in the Site Safety Audit Report (template shown at Appendix B).
- The Site Safety Audit Report will be sent by email to individuals representing both the General Contractor and the Region, including Consultants and Project Administrators.
- The General Contractor must review all concerns and comments, if any, made on the Site Safety Audit Report and take appropriate action(s) to immediately address and/or correct the concerns and comments.
- After corrective action is taken, the General Contractor must advise all parties who received the Site Safety Audit Report in writing of the specific actions that were taken to correct the deficiencies.

Consultant Site Safety Audit Process

- In addition to the Contractor Safety Specialist conducting Site Safety Audits, the Consultant may conduct periodic inspections of the Site to ensure health and safety compliance. Inspections may include visual inspections as well as testing and sampling, as required.

The General Contractor shall be responsible for any and all costs associated with delays as a result of the General Contractor's failure to comply with the health and safety requirements outlined in the Contract.

The General Contractor shall immediately address any non-compliance issues identified by the Consultant and shall provide the Consultant with a written report of action(s) taken to correct non-compliance of health and safety issues identified.

The Consultant may stop the Work if non-compliance of health and safety regulations is not corrected.

The Region and its Consultant shall have the right to document all health and safety concerns regarding the General Contractor's health and safety compliance.

8. Program Review

The Region will review this Guide and make amendments as required.

9. Non-Compliance

The Region does not tolerate or condone unsafe Work procedures. The failure of a General Contractor to comply with this Guide may result in the Region stopping the Work, terminating the Contract, and/or the General Contractor being subject to penalties, including but not limited to those set out in the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

10. Applicable Regulations and References

[*Occupational Health and Safety Act, R.S.O. 1990, c. O.1*](#)

[*Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A*](#)

[*Ontario Traffic Manual Book 7 \(OTM\) 2014*](#)

Edwards, C. & Conlin, R. *Employer Liability for Contractors Under the Ontario Occupational Health and Safety Act, 2nd Edition*. 2007 Thomson Carswell, Toronto, ON.

11. Appendices

A – Pre-Work Hazard Assessment Form

B – Site Safety Audit Report

Appendix A

Pre-Work Hazard Assessment Form

This Pre-Work Hazard Assessment Form is a field observation of the physical conditions existing at the proposed work location as at the time of the hazard assessment. The intent of this form is to promote hazard awareness and incident prevention, and to inform all Bidders/General Contractors of any existing hazards that may pose a potential risk during work activities. This form is a communication tool only and is not intended to be a comprehensive account or analysis of all possible and potential hazards present at the work site.

Name of Project Manager:	Project Number:
Name, Title and Organization of Person Performing Assessment:	
Proposed Work Location:	Assessment Date:
Description of Proposed Work:	Assessment Time:

Identify **all** known hazards existing at the time of the hazard assessment. Check off if applicable ☒

ELECTRICAL/EQUIPMENT	BIOLOGICAL
Overhead wires/lines	Increased risk of mould proliferation
Live systems or high voltage equipment	Bird or bat droppings
Overhead crane (must be re-certified before use)	Rodent or insect infestation
Moving equipment (e.g. drive shafts, belts, gears)	Wildlife
PHYSICAL	Contaminated sharps, syringes, broken glass
Fire/explosion risk	Sewage, sludge, biohazards
Heat	HAZARDOUS CONDITIONS
High noise levels	Working at heights
Vibration	Water/drowning/flooding
High pressure or compressed air systems	Slip/trip hazards and uneven footing
Indoor air quality issues (e.g. fumes, mists, dusts)	Excavation/ditch/culvert
Non-ionizing radiation (e.g. UV, IR, radio frequency or lasers)	Concealed/buried services in ground OR in structure walls/floors (e.g. conduit, pipe, hydro, gas, water)
Sufficient lighting and visibility of all work areas	Confined Space (Provide Confined Space Assessment)
CHEMICAL	Is PPE required to enter the work area?
Existing products in use e.g. chemicals, lubricants, solvents, treatments (Provide Safety Data Sheets)	Are site specific rescue plans required for the area?
Fuels (e.g. gasoline, diesel, natural gas, propane)	Traffic, railway and active roadway nearby
Chemicals stored in approved cage/cabinet/room	DESIGNATED SUBSTANCES/OTHER MATERIALS
Explosion proof or grounded containers	A Designated Substance Survey (DSS) must be completed when a designated substance is present in the work area.
Compressed gas cylinders	Arsenic (e.g. soil, sediment)
OTHER	Acrylonitrile or Coke Oven Emissions or Ethylene Oxide
Are other contractors/services entering the work area (e.g. snow clearing, landscaping, deliveries, hauling)? If yes, contact Property Services Branch.	Asbestos (e.g. walls, tiles, pipe insulation, coatings)
Is a security system currently in use?	Benzene (e.g. glue, adhesive, gasoline)
List others/comments:	Isocyanates (e.g. foam, insulation, adhesive, lacquer)
	Lead (e.g. paint, solder, concrete, coatings, mortar)
	Mercury (e.g. thermostats, switches, bulbs)
	Silica (e.g. concrete, cement, mortar, sand blasting)
	Vinyl Chloride (e.g. PVC production)
	Contaminated soil or water (e.g. oil, waste)
	Ozone depleting substances (e.g. coolants)
	PCB's (e.g. light ballasts, transformers, capacitors)

All bidders/General Contractors shall release and hold harmless York Region, its consultants, the local municipalities and their respective directors, officers, agents and employees from and against any claims, demands, losses, costs, damages, actions, suits or proceedings (including by any government agency) arising as a result of any omissions, misrepresentation, inconsistencies, or errors in the information or content stated in this form.

All General Contractors must:

- Advise anyone who may be affected of any additional hazards located on site prior to and at any time during work activities
- Visit the proposed work location (if possible) to become familiar with the surroundings and any potential hazards that may be present
- Understand that in the event of any conflicts, the requirements of *Occupational Health and Safety Act* and its regulations take precedence over any requirements of the contract or any directions provided
- Ensure that training is provided to their employees and/or subcontracted employees to perform work based on the hazards identified in this form
- Comply with all requirements under the *Occupational Health and Safety Act* and its regulations
- Sign this form to acknowledge the hazards and conditions identified as existing at the time of this assessment, prior to the commencement of any work on site.

To be completed by General Contractor

By signing this form, I acknowledge, as the Authorized Representative of the General Contractor, the hazards outlined above in this Pre-Work Hazard Assessment Form and agree to take every precaution reasonable in the circumstances to protect employees, subcontractors, visitors and the public from those hazards at all times.

(Please Print)

Name of General Contractor: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Note: All shaded areas must be completed prior to commencing work.

Appendix B

SITE SAFETY AUDIT REPORT

Name or Location of Project:	Audit Date:	Time In:	Time Out:
Project Manager (General Contractor):	Project Manager (York Region):	Project Manager (Consultant):	
Site Supervisor (General Contractor):	Project Number (York Region):	Auditor (York Region):	
Description of Project Activity:			
Item (<input checked="" type="checkbox"/> - Items Audited)	Comments/Observations		
<input type="checkbox"/> Site Supervisor present/available onsite			
<input type="checkbox"/> Notices/permits/reports/regulations posted			
<input type="checkbox"/> Emergency Preparedness/Fire Safety			
<input type="checkbox"/> Site Orientation/Safety Meetings			
<input type="checkbox"/> Site Hazards Identified & Communicated			
<input type="checkbox"/> Site Conditions/Housekeeping & Hygiene			
<input type="checkbox"/> Equipment/Machinery Use and Condition			
<input type="checkbox"/> Chemical Handling/Materials Handling			
<input type="checkbox"/> Access/Egress			
<input type="checkbox"/> Scaffolds and Work Platforms			
<input type="checkbox"/> Fall Prevention/Protection			
<input type="checkbox"/> Protective Clothing, Equipment & Devices			
<input type="checkbox"/> Confined Spaces			
<input type="checkbox"/> Excavations			
<input type="checkbox"/> Underground Locates (Utilities)			
<input type="checkbox"/> Electrical Hazards			
<input type="checkbox"/> Traffic Control			
<input type="checkbox"/> Other hazards:			

<input type="checkbox"/> Site Supervisor informed verbally	Auditor Comments:
Site Representative (Contractor/Constructor):	Action is required for Comments/Observations (#) to (#). Please advise the Project Manager in writing when the required actions are taken.
Project Manager (Client/Owner):	

This Site Safety Audit Report represents a brief observation of the physical conditions of the project site. The intent of the report is to promote hazard awareness and/or alert the General Contractor to items that may result in injury or illness to workers, the general public, or other personnel and/or damage to property or equipment.

This Site Safety Audit Report is not intended to be a complete or comprehensive report of all occupational health and safety contraventions present on the site and is not intended to identify all occupational health and safety requirements that the General Contractor must comply with under the *Occupational Health and Safety Act* and its regulations. This Site Safety Audit Report does not, in any way, diminish or otherwise affect a General Contractor's duties and obligations as a Constructor pursuant to the *Occupational Health and Safety Act*.

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 commence 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 an interior alternation will occur on the ground floor at the York Region Administrative Centre. It is anticipated the renovation near the area of work will take place between March 2024 to June 2024.

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 3.2 – CONSTRUCTION BY OWNER OR 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. ET and 4:30 pm ET, Monday through Friday. Work can be performed 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 7:30 a.m. EST.
- Parking is only allowed at designed parking spots at the Administrative Centre.

- The use of Elevator 1 when transporting large building materials such as gypsum board and metal studs can only be used only between 5:30 p.m. ET to 7:00 a.m. ET (the following day)

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.

Copies of the permit and approval applications have been provided with the Bid Documents for the Bidder's reference, however the final permits and approvals may contain requirements which are different from, or additional to, those included in the applications.

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.