

RESPONSE TO RFI REGARDING CCDC-2 SUPPLEMENTARY GENERAL CONDITIONS

Section	Proposed Change	Response	New language accepted
A-3(i)	Where in the priority list is this to apply?	This is not a list in order of priority. No Change	
A-5.3	In the third line, after "may make" please add "a reasonable and supportable allowance".	Agree. See revised language.	..."and may make a reasonable and supportable allowance, set-off, adjustment or credit for any amount "...
A-5.3.6	After the word "any" please add "critical".	No Change	
A-5.4	This item appears to contradict arbitration rules. Please suggest review.	A-5-4 is in compliance with the Construction Act.	
A-9.5	You cannot Contract out of Law so "relieving" responsibility will depend on the applicable jurisdictional requirement that cannot supersede the Contract terminology.	This section sets forth contractual obligations, it does not contract out of law. No Change	
A-9.8	The last sentence beginning "In addition..." should be deleted as it is not fair or reasonable based on a 90-minute site review.	This is an acknowledgement that the contractor is working in a hospital and understands what that entails, it is not related to the site review. No Change	
A9.11	Too broad a statement to be enforceable. Please delete or revise.	This "further assurances" is a standard contractual term that commits cooperation by the parties if something comes up that wasn't anticipated but is needed to fulfill the intention of the contract - this is in almost every commercial contract. No Change	
3(ii) Definitions	A clear statement as to the time of the first procurement applicable to this project took place is required, thus confirming that Adjudication is applicable/enforceable.	The applicable law will govern. No Change	
3 Total Completion Date	Can only be achieved within 30 days after Substantial Performance subject to weather constraints.	There is already provision for delays due to climate. No Change	
GC 1.1.1	In the fifth line, delete the wording in brackets as "inferable" is too vague.	We can't list out everything the Price includes, some things will need to be reasonably inferred. No Change	
GC 1.1.1	In the seventh line, delete everything after "obligations" as it is not fair or reasonable based on a 90-minute site review.	Agree in part. See revised language.	1.1.1 It is the intent of the Contract Documents that, unless otherwise expressly provided in the Contract Documents, the Contract Price covers all of the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Work in accordance with the Contract (together with anything reasonably inferable therefrom), including the remedying of any defects in the Work in accordance with the Contractor's warranty obligations and, in this regard, but without limiting the foregoing, the Contractor shall be considered to have thoroughly reviewed the Contract Documents, to have carried out such inspections and investigations described in paragraph 6.4.5 of GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS, and to have obtained all other necessary information as to the risks, contingencies and other circumstances affecting the Work. The Contractor shall not be entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by participating in the site walk undertaken prior to submission of the bid, applying the degree of care and skill described in GC 3.9.1

GC 1.1.10	Delete as this cannot be applicable to the Contractor. It may be applicable to the Consultants.	Applies to shop drawings, etc. No Change	
GC 1.4.1	Clarify that this statement does not apply to the Contractor's Subcontracts.	These supplementary conditions are applicable to the contract between UHN and the General Contractor. No Change	
GC 2.2.4	The time frame involving the Consultant's review is between the Owner and Consultant and is not part of the Act with respect to a Proper Invoice.	This addition is to avoid UHN being caught between the Consultant and the Contractor in terms of payment, by bringing this certification into the UHN-contractor contract. No Change	
GC 2.4.1.2	After the word "shall" add " 'upon written notification,"	Agree. See revised language.	"The Contractor shall, upon written notice , prioritize the correction of any defective Work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner"
GC 2.4.3	Please note that the amendment is not acceptable.	No Change	
GC 3.1.4	After "schedule" please add ", subject to influences beyond the Contractor's control."	GC 6.5.3 already addresses delay due to reasons beyond their control. No Change	
GC 3.1.5	In the second to last line, delete everything after "instruction"	Agree. See revised language.	"The Contractor shall perform all cutting and patching work by means which minimizes disruption or inconvenience to adjacent occupancies and operations. Where, in the opinion of the Consultant, such work may cause unacceptable disruption, noise or inconvenience, the Consultant may instruct the Contractor to perform such work at times and in a manner consistent with requirements of this paragraph and the Contractor shall carry out such Work in conformity with such instruction."
GC 3.3.1	After the word "shall" add " 'where specifically directed in the specification,"	Difficult to anticipate (and include in specification) suggest compromise, see revised language.	" if specifically directed in the specification, or as otherwise may be required during the course of the Work "
GC 3.4	General Note: 2025 is a union re-negotiation period and labour disputes may affect the Construction Schedule.	Refer to GC 6.5.4 Delay	
GC 3.4.1.1	Change "ten (10)" to "twenty (20)" as 10 days is insufficient for all Subcontracts to be issued and have the contractor received critical subcontractor information from their Suppliers about delivery times.	Agree. See revised language.	The Contractor shall: ".1 Within twenty (20) Working Days after receiving the authorization to proceed with the work, submit to the Owner and the Consultant for their review and acceptance a construction schedule ..."
GC 3.4.1.3	Delete "at a minimum on a weekly basis"	No Change	
GC 3.4.2	After "recovery plan" add ", if possible,"	No Change	
GC 3.5.2	Notices and communications are to be sent to the Contractor's Project Manager, not supervisor.	Agree. See revised language.	"The Contractor's Project Manager shall represent the Contractor at the Place of Work and notices and communications given to the Contractor's Project Manager by the Consultant or the Owner shall be deemed received by the Contractor. "
GC 3.7.1	It is not possible to isolate and monitor water, heat, light, power in a project this locationally diverse. The Owner should absorb these costs.	The GC will be responsible for organizing services for heavy construction machinery. Water and power shall be base building and provided within available capacity of the building for the construction site. See revised language.	"The Contractor shall provide and pay for Products and provide and pay for labour, tools, Construction Equipment, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract (unless otherwise specified in the Contract Documents). Water and power shall be base building and provided by the Owner within available capacity of the building and shall not form part of the Contract Price."
GC 3.7.4	After the final "Owner" add ""in a time line suitable to the contractor."	No Change	

GC 3.8.8	Delete. At the time of tender, a Contractor cannot make a blanket commitment for all Subcontractor & Suppliers to the phraseology indicated.	No Change	
GC 3.10	Add: "Within thirty (30) days of the award of Contract, the Owner will specifically identify the commissioning, Agent."	Not accepted. This information is already included in the tender documents.	
GC 3.11.1	In the third line, after consultant, add "in consultation with the contractor,"	No Change	
GC 4.1.7	Change "ten (10)" to "twenty (20)".	Agree. See revised language.	"The Contractor shall, within twenty (20) Working Days following Contract execution, prepare a schedule of the dates for submission and authorization of items called for under cash allowance for the Consultant's review and the Owner's review and approval, so as to facilitate the timely progress of the Work."
GC 5.2.9	Please clarify.	See revised language.	"The Contractor shall submit, with each Proper Invoice, a Statement of Work (SOW) that shows actual progress of work compared to the contract value."
GC 5.3.1.1 and .2	The time frame involving the Consultant's review is between the Owner and Consultant and is not part of the Act with respect to a Proper Invoice or payment.	No Change	
GC 5.8.1.1	After "days" add "of written notification of the Lien,"	No Change	
GC 5.8.2	In the last line, after "the said" add "reasonable and supportable"	Agree. See revised language.	Change last sentence: "If there is no amount owing by the Owner to the Contractor, then the Contractor shall promptly reimburse the Owner for all of the said reasonable and supportable costs and expenses."
GC 6.1.4.2	Delete everything after "cost" in the third line.	Agree	
GC 6.1.4.3	Delete everything after "cost" in the third to last line.	Agree	
GC 6.1.4.4	Both the Contractor's and Subcontractor's Mark-ups are insufficient for the scope indicated in GC 6.1.4.5	No Change	
GC 6.4.5	Please delete everything after "GC3.9.1" as it is not fair or reasonable based on a 90-minute site review.	This is a standard of care obligation, which is applicable not matter what the site review consisted of. No Change	
GC 7.1.5.2	Please delete as it seems unreasonable.	No Change	
GC 7.1.8	Please delete. At the time of tender, a Contractor cannot make a blanket commitment for all Subcontractor & Suppliers to the phraseology indicated.	See revised language	"The Contractor shall use commercially reasonable efforts to , upon written request by the Owner and in a form reasonably satisfactory to the Owner, execute such further assignments to give effect to the foregoing as the Owner shall reasonably require."
GC 11.1.1	Kindly identify the applicable "deductible" amount.	The deductible amount shall not be more than \$5,000 per occurrence	
GC 12.3.9	Please delete. At the time of tender, a Contractor cannot make a blanket commitment for all Subcontractor & Suppliers to the phraseology indicated.	See revised language	"Prior to the application for final payment pursuant to a Proper Invoice under GC 5.7.1, the Contractor shall assign to the Owner the benefit of all guarantees and warranties for all Products and services used or incorporated in the Work and shall use commercially reasonable efforts to ensure that such an assignment is also effected by all Subcontractors, Suppliers or consultants from whom the same have been obtained."

GC 14.2.2	Please delete.	These are paid for and insurable in some cases by UHN. No Change	
	<p>• Supplementary Conditions: GC 5.2 – Application for Payment, clause 5.2.9 requires itemized breakdown and comparison of actual expenditures incurred. Given that the contract is a CCDC 2-2020 Stipulated Price lump sum agreement, we request the deletion of actual expenditure and the requirement be changed to Statement of Work that shows actual progress of work compared to the contract value.</p> <p>Proposed wording: The Contractor shall submit, with each Proper Invoice, a Statement of Work (SOW) that shows actual progress of work compared to the contract value.</p>	Agree. Proposed language accepted.	"The Contractor shall submit, with each Proper Invoice, a Statement of Work (SOW) that shows actual progress of work compared to the contract value."
	<p>• Supplementary Conditions: GC 6.1 – Owner's Right to Make Changes, clause 6.1.4.5 states that Overhead percentage includes all site and head office staff. For smaller changes the schedule might not be impacted, but larger changes can impact the Project Schedule and will require additional site staff commitments.</p> <p>We request that site staff be excluded from the definition of Overheads.</p> <p>Proposed wording: 6.1.4.5 Overhead percentage identified above includes, without limitation, all site and head office overheads including associated travel costs, financing costs including holdback, overhead staff, co-ordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein and licenses and permits, except when such licenses and permits are specifically required for particular items or components of the Work. For clarity, Overhead shall not include direct project staff (management and labour) and bonding and insurance costs, which shall be included in direct costs.</p>	Agree in part. Management (oversight) should be included in OH. See revised language.	Overhead percentage identified above includes, without limitation, all site and head office overheads including associated travel costs, financing costs including holdback, overhead staff, co-ordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein and licenses and permits, except when such licenses and permits are specifically required for particular items or components of the Work. For clarity, Overhead shall not include direct labour, site superintendent and bonding, which shall be included in direct costs.

	<p>• Supplementary Conditions: GC 6.1 – Owner’s Right to Make Changes, clause 6.1.4.5 states that Overhead percentage includes bonding and insurance costs.</p> <p>Bonding and insurances are direct costs. These costs increase with the size (amount and schedule impact) of the change order (\$0-\$25k, \$25k-\$75k, >\$75k) and the current overhead and markup rates listed in 6.1.4.4 decrease progressively. This will result in project costs that would be in excess of the markup rates with the potential for the Contractor to incur a loss on the changes.</p> <p>We request that bonding and insurances be excluded from overheads for all change orders.</p> <p>Proposed wording: 6.1.4.5 Overhead percentage identified above includes, without limitation, all site and head office overheads including associated travel costs, financing costs including holdback, overhead staff, co-ordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein and licenses and permits, except when such licenses and permits are specifically required for particular items or components of the Work. For clarity, Overhead shall not include direct project staff (management and labour) and bonding and insurance costs, which shall be included in direct costs.</p>	<p>Agree in part, bonding is project specific but insurance is not and should be considered OH, unless UHN is asking for project specific insurance.</p>	<p>See above</p>
	<p>• Supplementary Conditions: GC 6.4 – Concealed or Unknown Conditions, clause 6.4.5 requires the Contractor to carefully investigate the Place of Work prior to submitting the proposal using the standard of care described in the Contract. The Contractor has only had the opportunity to participate in a site walk and requests that the requirement of this clause be changed to conducting a visual inspection.</p> <p>Proposed wording: 6.4.5 The Contractor confirms that, prior to submitting a qualified submission or proposal for the Project, it participated in a site walk of the Place of the Work. The Contractor shall not be entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by participating in the site walk undertaken prior to submission of the bid.</p>	<p>Agree. Proposed language accepted.</p>	<p>6.4.5 The Contractor confirms that, prior to submitting a qualified submission or proposal for the Project, it participated in a site walk of the Place of the Work. The Contractor shall not be entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by participating in the site walk undertaken prior to submission of the bid, applying the degree of care and skill described in GC 3.9.1</p>
	<p>• Supplementary Conditions: GC 6.5 – Delays, standard clause 6.5.3 has been changed to remove any applicable relief to the Contractor for delays caused by the Consultant or anyone that is engaged directly or indirectly by the Owner or Consultant. The Contractor does not hold any contracts with any of the parties engaged by the Owner including the Consultant or other contractors, and hence, should be entitled to an adjustment in Contract Price for any delays caused by any of the parties engaged by the Owner.</p> <p>We request this supplementary condition be deleted and the clause reverted back to standard CCDC wording.</p>	<p>To be determined with the winning proponent</p>	

	<p>• Supplementary Conditions: GC 6.5 – Delays, clause 6.5.5(b) limits Contract Time relief only to activities that were on the critical path. An activity that was previously not on the critical path might become a critical path item due to the delay in which case the Contractor should be entitled to Contract Time relief. We request the wording be updated to address this scenario.</p> <p>Proposed wording: 6.5.5(b) the delay has an adverse impact on the ability of the Contractor to complete any critical path activity in accordance with the construction schedule (including any activities that were previously not on the critical path, but become a critical path activity in the updated Schedule due to the delay);</p>	Agree. Proposed language accepted.	6.5.5(b) the delay has an adverse impact on the ability of the Contractor to complete any critical path activity in accordance with the construction schedule (including any activities that were previously not on the critical path, but become a critical path activity in the updated Schedule due to the delay);
	<p>• Supplementary Conditions: GC 8.2 – Adjudication, clause 8.2.1 The language that is meant for adjudication is for disputed non-payment for owed funds. The wording in the Supplementary Condition allows for the adjudication of all disputes, including but not limited to delay, non-performance of work, etc. This is not necessarily the appropriate process for more complex delays as the timeframe for adjudication is very quick and complex disputes will not be able to conform to the schedule.</p> <p>We request that items 8.2.1.1, 8.2.1.3, 8.2.1.4 and 8.2.1.5 be deleted from the supplementary condition.</p>	Agree with deletions.	(i) Delete GC 8.2 and substitute with the following: 8.2.1 Either party to this Contract may refer to Adjudication, subject to and in accordance with the Construction Act, a dispute with the other party with respect to those matters enumerated in Section 13.5(1) of the Construction Act and the following additional matters: claims for delay made by the Contractor.
	<p>• Supplementary Conditions: GC 11.2 – Contract Security, clause 11.2.1 requires protection for each bond to extend to Subcontractors and Suppliers. Subcontractors and suppliers are not Oblige' s under the Performance Bond and would not be eligible to make a claim on it; therefore, the performance bond cannot be extended to the Subcontractors and Suppliers. We request the clause be amended to use the Form 31 and Form 32 listed in the Construction Act to reflect the required relief for the Owner.</p> <p>Proposed wording: 11.2.1 The Contractor shall, prior to the commencement of the Work, provide to the Owner a performance bond and a labour and material payment bond, each in an amount equal to [fifty percent (50%)] of the Contract Price and the labour and material bond must extend protection to Subcontractors and persons supplying labour or materials to any part of the Work. The form of such bonds shall be in accordance with the form prescribed by the Payment Legislation.</p>	Agree. Proposed language accepted.	11.2.1 The Contractor shall, prior to the commencement of the Work, provide to the Owner a performance bond and a labour and material payment bond, each in an amount equal to [fifty percent (50%)] of the Contract Price and the labour and material bond must extend protection to Subcontractors and persons supplying labour or materials to any part of the Work. The form of such bonds shall be in accordance with the form prescribed by the Payment Legislation.

	<p>Can you please provide clarification on Supplementary Clause GC 11.1.1.8 – Contractor's Pollution Liability Insurance .8</p> <p>In the 2nd sentence you are requested a 6-year ERC, our insuring body is advising the standard in todays market is no more 2 years and requests the 6 years be changed to 2 years. If 6 cannot be changed, they have requested further elaboration on this requirement.</p>	<p>Agree. Change the 6-years to 2-years as that is "market" and in line with the statute of limitation period. See revised language.</p>	<p>"Completed operations coverage (or, if on a claims made form, extended reporting coverage) will remain in effect for no less than 2 years after <i>Ready-for-Takeover</i>. "</p>
	<p>In the 3rd sentence, it is requested that the contractor also includes the subcontractors and their trades as additional on the contractor's policy, yet the last sentence in this clause it states that if such coverage is not included in such insurance, separate insurance will be arranged by and through the subcontractors. For any work that requires specialty trades for asbestos and/or similar material removal, they are hired, and they generally carry a min. pollution policy of \$10,000.00, they add the contractor, owner, and consultants as additional insureds to their policy. Contractors do not add subcontractors or their trades as additional, therefore we request that the words "as well as Subcontractors and their trades" be removed from the 3rd sentence.</p>	<p>The assertion with respect to the language is incorrect. It is the subcontractor doing the work, not the contractor, who is asked to add the others as additional insureds.</p>	