

GENERAL REFERENCE

The Standard Construction Document, CCDC 2 2020, Stipulated Price Contract, consisting of the Agreement between *Owner* and *Contractor*, Definitions and the General Conditions of the Stipulated Price Contract, and these Supplementary Conditions, are part of the *Contract Documents*.

The following Supplementary Conditions shall be read in conjunction with the Canadian Standard Construction Document, CCDC 2 2020.

Section and paragraph references below are to the corresponding sections and paragraphs of the Agreement between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract all forming part of Standard Construction Document, CCDC 2 2020, Stipulated Price Contract. The Stipulated Price Contract, CCDC 2 2020, is amended as follows:

- **GENERAL**

- These Supplementary Conditions and Amendments shall modify, delete and/or add to the Agreement between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract CCDC 2020.
- Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is supplemented by one of the following, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.
- Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is amended, deleted, voided, or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, voided, deleted or superseded, shall remain in effect, and the numbering of the deleted item will be retained, unused.

- **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- ARTICLE A1 THE WORK

- Delete paragraph 1.3 and inserting new paragraph 1.3 to read as follows:

“1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in the *Contract Time* as provided for in the *Contract Documents* attain *Ready-for-Takeover*, by the *Scheduled Ready-to-Takeover Date*; and attain the *Total Completion of the Work* by the *Scheduled Total Completion Date*.”

- ARTICLE A5 PAYMENT

- Amend paragraph 5.2.1(1) by deleting “for the first 60 days”.
- Delete paragraph 5.2.1(2) and substitute the following: “Intentionally deleted”.

- ARTICLE A8 SUCCESSION

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

- ARTICLE A9 TIME OF THE ESSENCE

- Add new Article A9 as follows:

- “9.1 *Contractor* acknowledges and agrees that one of the reasons *Contractor* was selected for the *Work* is *Contractor’s* representation and warranty that it will attain *Ready-for-Takeover* and the *Total Completion of the Work* by the dates set out in Article A1, paragraph 1.3. *Contractor* acknowledges and agrees that it has been advised by *Owner* that it is critical to *Owner* that *Ready-for-Takeover* be achieved by the prescribed dates and that time is of the essence of this *Contract*.
- 9.2 No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, *Owner*, or *Consultant*, or anyone on their behalf, shall relieve *Contractor* from performing or fulfilling any of its obligations under the *Contract*. Without limitation, whenever any drawings, plans, procedures, programs or other work product of *Contractor* requires any review, inspection, comment or approval by any governmental authority, *Owner*, or *Consultant*, or anyone on their behalf, any such review, inspection, comment or approval shall not, in any way, reduce or modify any of *Contractor’s* obligations under the *Contract*.
- 9.3 If any part of the *Contract* or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the *Contract*, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the *Contract* shall be valid and enforceable to the fullest extent permitted by law.
- 9.4 The terms of the *Contract*, which by their nature are continuing, shall survive the termination or other expiration of the *Contract*.
- 9.5 This Agreement, including the *Contract Documents* described herein and the attachments, documents and other agreements to be furnished or executed in connection herewith, supersede all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. No modification to the *Contract* shall be effective unless made in writing signed by both *Owner* and *Contractor*, unless otherwise provided for herein.
- 9.6 This Agreement may be executed in counterparts, each of which when executed and delivered, including any counterpart executed by a Party and transmitted by email by way of pdf attachment or facsimile transmission, shall be deemed an original, but all of which together will constitute one instrument binding upon the parties hereto, notwithstanding that all such parties may not have executed the same counterpart.”

- DEFINITIONS

- Add the following new definitions:

“Commissioning

Commissioning means the process of putting the *Work* or any part thereof into operation and includes StartUp, Verification and Performance Testing as described in the *Contract Documents*.

Completion of Commissioning

Completion of Commissioning means the point in time at which *Owner* and *Consultant* are satisfied that *Contractor* has successfully completed *Commissioning*.

COVID-19

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

Deficiency List

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

Dispute

Dispute has the meaning ascribed in GC 8.1.1.

Key Personnel

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

OHSA

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

Scheduled Ready-for-Takeover Date

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

Scheduled Total Completion Date

Scheduled Total Completion Date means [insert date].

- **Submittals**

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

Total Completion of the Work

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

- **GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

- Amend paragraph 1.1.3 by inserting “Applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS,” at the beginning of the first sentence.
- Amend paragraph 1.1.4 by inserting “Except for its obligations to review under GC 1.1.3 and to report under this GC 1.1.4,” at the beginning of the first sentence and by adding “Neither *Owner* nor *Consultant* will be responsible for oral instructions.” after the second sentence.
- Amend paragraph 1.1.5.1 by moving the reference to “Supplementary Conditions” to the top of the order of priority.
- Amend paragraph 1.1.5.1 by adding a new bullet called “Advance Payment Agreement” as the 2nd bullet point in the order of priority.
- Amend paragraph 1.1.9 by adding the following to the end of the paragraph:
- “The *Specifications* may be divided into Divisions and the Divisions into Sections for the purpose of convenience, but a Section may consist of work of more than one *Subcontractor* or *Supplier*. The *Specifications* are intended to be read as a whole.”
- “Drawings are intended to be read as a whole”.
- Delete paragraph 1.1.10 in its entirety and substitute new paragraph 1.1.10 as follows:

“The design information furnished to *Contractor* as part of the *Contract Documents*, including the *Drawings* and *Specifications*, are the property of *Owner* and/or *Consultant*, and are to be used by *Contractor* only for the purposes of performing the *Work*. *Contractor* shall not copy, alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without written authorization from *Owner* and *Consultant*.”
- Add new paragraph 1.1.12 as follows:
 - “1.1.12 The table of contents, titles, section headings, running headlines and marginal notes contained in the *Contract Documents* are solely to facilitate reference to various provisions of the *Contract Documents* and in no way affect or limit the interpretation or construction of the provisions to which they refer.”

GC 1.4 ASSIGNMENT

- Delete paragraph 1.4.1 in its entirety and insert the following:

“1.4.1 *Contractor* shall not assign the *Contract* or any of its rights or interest in the *Contract*, nor shall *Contractor* subcontract all or substantially all of the *Work* or *Contractor’s* responsibilities under the *Contract* to a single

Subcontractor or any other person, without the prior written consent of *Owner*, which consent may not be unreasonably withheld. *Owner* may assign the *Contract* without the consent of *Contractor* upon providing *Notice in Writing* to *Contractor*.”

GC 1.5 PROJECT REQUIREMENTS

- Add new paragraph 1.5.1:
 - “1.5.1 *Contractor* represents, covenants and warrants to *Owner* that:
 - it has the necessary high degree of experience and expertise required to perform the *Work* and it will in the performance of the *Work* exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent *Contractor* providing similar services for hospital projects of a similar nature;
 - the personnel it assigns to the *Project* are experienced and it has a sufficient staff of qualified and competent personnel to replace its designated *Contract* personnel referred to in GC 3.5, subject to *Owner’s* approval, in the event of death, incapacity, termination or resignation. The reference to *Owner’s* approval includes all named Subcontractors and their personnel.
 - there are no pending, threatened or anticipated claims or litigation involving *Contractor* that would have a material adverse effect on the financial ability of *Contractor* to perform the *Work*, and
 - it will achieve *Read-for-Takeover* and the *Total Completion Date* by the date set out in Article A1, paragraph 1.3.”

• GC 2.2 ROLE OF THE CONSULTANT

- Add the following sentence to the end of paragraph 2.2.3:
 - “The presence of such project representatives at the *Place of the Work* or the *Work* shall not relieve *Contractor* from any responsibility to perform the *Work* as required by the *Contract Documents*.”
- Amend paragraph 2.2.5 by (a) adding the word “, schedules” after the word “techniques”, (b) adding the words “to *Contractor*” after the words “*Consultant* will not be responsible” in the first sentence, (c) adding to the following to the end of the second sentence “or to adhere to the construction schedule”, and (d) adding the following sentence to the end of the paragraph: “*Consultant* will not have control over, charge of or be responsible for the acts or omissions of *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other person performing any portion of the *Work*.”
- Amend paragraph 2.2.6 by deleting “Except with respect to GC 5.1 — FINANCING INFORMATION REQUIRED OF THE OWNER” and capitalizing “the”.

- Amend paragraph 2.2.7 by inserting “*Contractor* or *Owner* on its own behalf or on behalf of” after the word “by” in the second line.
- Amend paragraph 2.2.12 by (a) deleting the word “will” and replacing with “may”, and (b) adding the following sentence to end of the paragraph:
 - “*Contractor* shall be responsible for requesting any additional instructions or clarifications that may be required from *Consultant* which are needed for the performance of the *Work*, and shall request such instructions or clarifications in time to avoid any delay or additional cost of the *Work*.”
- Amend paragraph 2.2.13 by deleting “submittals” and replacing with “*Submittals*”.
- Amend paragraph 2.2.18 by deleting the words “immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and” and replace with “engage a *Consultant*”.

• **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- Amend paragraph 2.3.2 by inserting in line 1 “, *Commissioning*” after “inspections,”, and inserting in line 3 “and *Commissioning*” after “inspection”.
- Amend paragraph 2.3.3 by inserting in line 1 “, *Commissioning*” after “certificates”.
- Amend paragraph 2.3.4 by inserting in line 2 “*Commissioning*” after “inspections,”, and inserting in line 3 “or *Commissioning*” after “tests”.
- Amend paragraph 2.3.5 by inserting “Subject to paragraph 2.3.4” at the beginning of the third sentence.
- Amend paragraph 2.3.6 and paragraph 2.3.7 by inserting “or *Commissioning*” after “inspection” in all instances.

• **GC 2.4 DEFECTIVE WORK**

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

“*Contractor* shall rectify in a manner acceptable to *Owner* all other defective work and like deficiencies throughout the *Work* whether or not they are specifically identified by *Consultant*.”
- Amend paragraph 2.4.3 by deleting the words “the difference in value between the work as performed and that called for by the *Contract Documents*” and inserting the words “the value of such work as is necessary to correct any non-compliance with the *Contract Documents*.”
- Add new paragraphs 2.4.4, 2.4.5 and 2.4.6:

- “2.4.4 *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of *Owner*, adversely affects the day to day operation of *Owner*.”
- 2.4.5 Upon notification of a defect in the *Work*, *Contractor* shall promptly, and no later than five (5) *Working Days*, provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by *Consultant*, *Contractor* shall proceed with the remedial measures without adversely affecting the construction schedule.
- 2.4.6 Notwithstanding any rejection of the *Work* by *Consultant* or *Owner*, or the deduction of an amount otherwise due to *Contractor* by *Owner* as a result of defective work, *Contractor* is required to continue the *Work* in accordance with the *Contract Documents*.”

• **GC 3.1 CONTROL OF THE WORK**

- Amend paragraph 3.1.1 by inserting the words “schedule, coordinate and” after the word “effectively”.
- Amend paragraph 3.1.2 by adding the word “, schedules” after the word “techniques” and by adding the following to the end of the sentence: “and shall coordinate the *Work* so as not to interfere with, interrupt, obstruct, delay, or otherwise affect, the work of others”.
- Add new paragraph 3.1.3:
 - “3.1.3 Prior to commencing procurement, or fabrication construction activities, *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, *Contractor* shall immediately notify *Consultant*, in writing, and obtain written instructions from *Consultant* before proceeding with any part of the affected work.”

• **GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS**

- Delete subparagraph 3.2.2.1 in its entirety and substitute the following: “Intentionally deleted”.
- Add new subparagraph 3.2.3.5:

“3.2.3.5 Subject to **GC 9.4 CONSTRUCTION SAFETY**, for *Owner’s* own forces and for *Other Contractors*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor under the *OHSA*.”

- Delete the last sentence of paragraph 3.2.5.
- Delete paragraph 3.2.6 in its entirety and substitute the following:
- “Entry by *Owner*, *Owner’s* forces and/or by *Other Contractors* does not indicate acceptance of the *Work* and does not relieve *Contractor* of any responsibility under the *Contract* including the responsibility to complete the *Work*.”
- Add new paragraph 3.2.7 as follows:
 - “3.2.7 Placing, installing, application and connection of work by *Owner*, *Owner’s* own forces, and/or by *Other Contractors*, on and to the *Work* will not relieve *Contractor’s* responsibility to provide and maintain the specified warranties unless a defect has been created by *Owner*, *Owner’s* own forces or *Other Contractors*.”

• **GC 3.3 TEMPORARY WORK**

- Add new paragraph 3.3.4 as follows:
 - “3.3.4 Temporary or trial usage of any mechanical device, machinery, apparatus, equipment or materials shall not be construed as evidence of acceptance of the same and no claim for damage shall be made by *Contractor* for damage to or breaking of any part of such work which may be used.”

• **GC 3.4 CONSTRUCTION SCHEDULE**

- Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:
 - “3.4.1 *Contractor* shall,
 - unless it is required to be submitted earlier in accordance with the *Specifications*, then prior to submitting the first application for payment, submit to *Owner* and *Consultant* for their review and acceptance a construction schedule in electronic format and in hard copy, indicating the critical path for the *Project* demonstrating that the *Work* will be performed in conformity with the *Contract Time* and the *Contract Documents*. Once accepted by *Owner* and *Consultant*, the construction schedule submitted by *Contractor* shall become the baseline construction schedule;
 - provide the necessary expertise and resources (including, without limitation, personnel and equipment) as are necessary to maintain progress under the accepted baseline construction schedule referred to in paragraph 3.4.1.1 or any successor or revised schedule accepted by *Owner* pursuant to this GC 3.4;
 - monitor the progress of the *Work* on a weekly basis relative to the construction schedule, reviewed and accepted pursuant to paragraph 3.4.1.1, or any successor or revised schedule accepted

in writing by *Owner* pursuant to GC 3.4, update the construction schedule on a monthly basis and advise *Consultant* and *Owner* in writing of any variation from the baseline construction schedule or slippage in the baseline construction schedule; and

- if, after applying the expertise and resources required under paragraph 3.4.1.2, *Contractor* forms the view that the slippage in baseline construction schedule reported in paragraph 3.4.1.3 cannot be recovered by *Contractor*, it shall, in the same notice provided under paragraph 3.4.1.3, indicate to *Consultant* and *Owner* if *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 CHANGES IN THE WORK.”

- Add new paragraph 3.4.2:

- “3.4.2 If at any time it should appear to *Owner* or *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if *Contractor* has given notice to that effect to *Owner* or *Consultant* pursuant to 3.4.1.3, *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to *Owner* and *Consultant* a recovery plan demonstrating how *Contractor* will achieve the recovery of the schedule. *Owner* may instruct *Contractor*, at *Contractor’s* expense, to employ additional labour and equipment or work overtime or employ any other reasonable procedures, at no expense to *Owner*, to bring the *Work* back to conform with the schedule.”

- **GC 3.5 SUPERVISION**

- Add new paragraphs 3.5.3 and 3.5.4 as follows:

- “3.5.3 *Contractor* shall employ competent *Key Personnel* who will not be removed or replaced during the course of the *Work* without the prior written consent of *Owner*, which approval shall not be unreasonably withheld. Should any of *Contractor’s* personnel prove to be unacceptable to *Owner*, *Owner* shall give written notice to *Contractor* who shall, within seven (7) days of receipt of the written notice, make arrangements to appoint a replacement acceptable to *Owner*.
- 3.5.4 *Contractor’s* site superintendent for the *Contract* shall devote their full time during working hours to the *Project* and remain at the *Place of the Work* until a final certificate of payment has been issued by *Consultant* and all deficiencies in the *Work* have been rectified to the satisfaction of *Owner*. The fulltime site superintendent for the *Contract* shall be named in Schedule “A” – *Key Personnel* and any acceptable replacement shall represent *Contractor* at the *Place of the Work* and notices and instructions given to the site superintendent for the *Contract* by *Consultant* shall be held to have been received by *Contractor*.”

- **GC 3.6 SUBCONTRACTORS AND SUPPLIERS**

- Amend paragraph 3.6.2 by inserting the following at the end of the paragraph:
 - “*Contractor* agrees not to change those *Subcontractors* without prior written approval of *Owner*, acting reasonably. Where *Contractor* wishes to change any identified *Subcontractors* or *Suppliers*, *Contractor* shall set out in writing to *Owner* sufficient reasons for the desired change. *Owner* or *Consultant* shall advise *Contractor* if *Owner* agrees to the proposed change. If *Owner* is not satisfied with *Contractor*’s reason for wanting to change an identified *Subcontractor* or *Supplier*, *Contractor* shall be required to proceed with the identified *Subcontractor* or *Supplier*.”
- Amend 3.6.4 by inserting the following at the end of the paragraph:
 - “unless the request to change a proposed *Subcontractor* or *Supplier* is a result of issues with the ability of the *Subcontractor* or *Supplier* to complete the *Work* in a proper manner, in which case *Contractor* will not be entitled to any change in the *Contract Price* or *Contract Time*”.

GC 3.7 LABOUR AND PRODUCTS

- Add new paragraph 3.7.4:
 - “3.7.4 *Contractor* is responsible for the safe onsite storage of *Products* and their protection (including *Products* supplied by *Owner* and *Other Contractors* to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of *Owner* and *Consultant*. *Owner* shall provide all relevant information on the *Products* to be supplied by *Owner*.”

GC 3.8 SHOP DRAWINGS

- Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after “SHOP DRAWINGS”.

Add “and *Submittals*” after the words “*Shop Drawings*” in clauses 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, and 3.8.6.
- Amend paragraph 3.8.2 by adding the following sentence at the beginning of the paragraph:
 - “Prior to the first application for payment, *Contractor* and *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*.”
- Delete subparagraph 3.8.3.1 in its entirety and substitute new subparagraph 3.8.3.1:

“3.8.3.1 *Contractor* has determined, verified and correlated all field measurements with the *Shop Drawings* and any *Submittals* and field

construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so if not possible at that time, and”

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

- **GC 3.9 DOCUMENTS AT THE SITE**

- Add a new GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK as follows:
- **“GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK**
 - 3.9 *Contractor* shall keep one copy of the current *Contract Documents*, *Supplemental Instructions*, *Contemplated Change Orders*, *Change Orders*, *Change Directives*, reviewed *Shop Drawings*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to *Owner* and *Consultant*.” Should have progressive/current red line as-built drawings (double check).

- **GC 3.10 CLEAN UP**

- .1 Add a new GC 3.10 CLEAN UP as follows:
- **“GC 3.10 CLEAN UP**
 - 3.10.1 *Contractor* shall maintain the *Work* and *Place of the Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by *Owner*, *Other Contractors*, or their employees.
 - 3.10.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, *Contractor* shall remove waste products and debris, other than that resulting from the work of *Owner*, *Other Contractors*, or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by *Owner*. *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

- 3.10.3 Prior to application for the final payment, *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of *Owner*, *Other Contractors*, or their employees.”
- **GC 3.11 USE OF THE WORK**
- .1 Add new GC 3.11 USE OF THE WORK as follows:
- **“GC 3.11 USE OF THE WORK**
 - 3.11.1 *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
 - 3.11.2 *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.
 - 3.11.3 Except for those normally used during the performance of the *Work*, such as elevator, mechanical, electrical, hydro, *Contractor* shall not use any service plant or equipment installed as part of the *Work* without prior written consent from *Owner*. On receipt of such consent, *Contractor* shall be subject to any conditions set out as part of such consent and shall be responsible for all costs, damage and compensation for wear and tear.
 - 3.11.4 If storage or other areas are required for the *Work* in addition to the *Work Site*, *Contractor* shall be responsible for making arrangements to obtain the additional areas and obtaining any necessary permits, permission or authorization and, if required, for making permit, rental or other payments that may be required for such purpose.”
- **GC 4.1 CASH ALLOWANCES**
 - Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:
 - “4.1.4 Any surpluses in one or more cash allowance may at the election of *Owner* be expended pursuant to paragraph 4.1.3 in respect of other cash allowances or to fund changes in the *Work* by way of *Change Order* or *Change Directive*, as the case may be, but without the imposition of *Overhead* or profit in respect *Work* pertaining to such other cash allowances or changes.”
 - Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:
 - “4.1.5 Where the value of the *Work* under cash allowances exceeds the aggregate amount of all the cash allowances stated in the *Contract Documents*, *Contractor* shall be compensated for the approved amount of such excess and for *Overhead* and profit on such approved amount, with

the *Contract Price* being adjusted to reflect such excess, all pursuant to, and only to the extent permitted under, GC 6.1 - CHANGES, 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.”

- Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:
 - “4.1.7 *Contractor* shall provide a schedule prior to the first application for progress payment that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.”
- Add new paragraph 4.1.8:

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

• **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- Amend the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.
- Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:
 - “5.1.1 *Contractor* shall provide *Owner* with timely *Notice in Writing* of any material change in its financial ability to (a) properly complete the *Work* in accordance with the *Contract Documents* or (b) fulfil its obligations under the *Contract*.”
- Delete paragraph 5.1.2 in its entirety and substitute the following: “Intentionally deleted”.

• **GC 5.2 APPLICATIONS FOR PAYMENT**

- Amend paragraph 5.2.2 by adding the following sentence to the end of the paragraph: “Applications for payment shall be made in a form that is mutually acceptable to *Owner* and *Contractor*.”
- Amend paragraph 5.2.3 by deleting “delivered to” and substitute “incorporated into”.
- Amend paragraph 5.2.4 by inserting the following after the word “*Work*” in the second line: “in a format acceptable to *Owner* and *Consultant*”.
- Delete paragraph 5.2.7 in its entirety and substitute new paragraph 5.2.7:
 - “5.2.7 *Contractor* shall submit, with each application for payment, as a true conditions precedent to *Contractor’s* right to payment under this *Contract*:

- .1 evidence of compliance with workers' compensation legislation at the *Place of the Work*, including a Workplace Safety & Insurance Board Clearance Certificate;
- .2 after the first payment, a statutory declaration by *Contractor* as to the distribution made of the amounts previously received, on an original form of Statutory Declaration CCDC Document 9A-2001, stating that payments in connection with the *Work*, as noted in the statutory declaration, have been made to the end of the period immediately preceding that covered by the current application; and
- .3 if the application is for payment of the lien holdback amount, a written request for release of holdback including a declaration that no written notices of lien have been received by *Contractor*."
- Add to the end of paragraph 5.2.8 the following new sentence:

"Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of *Contractor* until *Ready-for-Takeover* notwithstanding that title has passed to *Owner* pursuant to GC 14.1 OWNERSHIP OF MATERIALS."
- Add new paragraph 5.2.9:

• "5.2.9 *Contractor* shall prepare and maintain current asbuilt *Drawings* which shall consist of the *Drawings and Specifications* revised by *Contractor* during the *Work*, showing changes to the *Drawings and Specifications*, which current asbuilt *Drawings* shall be maintained by *Contractor* and made available to *Consultant* for review with each application for progress payment. *Consultant* reserves the right to retain a reasonable amount for the value of the asbuilt *Drawings* not presented for review."

• **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

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

• "When *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which *Owner* agrees to accept separately is substantially performed, *Contractor* shall, within one (1) *Working Day*, deliver to *Consultant* and *Owner* a written application for payment of the lien holdback amount, in accordance with GC 5.3, for review by *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*."

- Delete paragraph 5.4.2 in its entirety and substitute the following: “Intentionally deleted”.
- Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:
 - “5.4.3 Subject to the terms and conditions of the *Contract*, the requirements of any *Payment Legislation*, and any Notice of Non-Payment of Holdback, the holdback amount authorized by the certificate for payment of the holdback shall be due and payable on the first (1st) *Working Day* following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to the *Place of the Work*. *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against *Contractor* which are enforceable against *Owner*.”
- Amend paragraph 5.4.5 by deleting “hereby agrees to release, and shall release,” and substituting “may agree to release”.
- Add new paragraphs 5.4.7 as follows:

“5.4.7 *Contractor* shall publish a copy of the Certificate of *Substantial Performance of the Work* within seven (7) days of receiving a copy of the Certificate of *Substantial Performance of the Work* signed by *Consultant*, and *Contractor* shall provide suitable evidence of the publication to *Consultant* and *Owner*. If *Contractor* fails to publish such notice, *Owner* shall be at liberty to publish and back charge *Contractor* its costs for doing so.”
- Add new paragraph 5.4.8 as follows:

“5.4.8 For the purposes of obtaining *Substantial Performance of the Work* and the lien legislation applicable to the *Place of the Work* relating to the meaning of substantial performance, the *Contractor* acknowledges that the improvements required by this *Contract*, cannot be considered “substantially completed” or “ready for use” until all items listed in paragraphs a) through j) below have been completed and/or provided in full. The *Contractor* agrees that its failure to submit all of the listed materials and documentation in conformance with the *Contract Documents* shall constitute proper grounds for the *Consultant* to reject the *Contractor’s* application for *Substantial Performance of the Work*.

 - (a) Submission of Warranties, Data Manuals and As-Built Drawings and Specifications in acceptable manner;
 - (b) Instruction of *Owner* in the operation of systems;
 - (c) Approval to occupy completed work, from authorities having jurisdiction;

- (d) Insurance advisory organization approval of sprinkler system received by *Consultant*;
- (e) Submission to and acceptance by the *Consultant* of interim accounts of the *Work* showing all additions and deletions to the *Contract Price*;
- (f) Elevator inspection and approval by governing authority received by *Consultant*;
- (g) All systems and equipment started up and tested including final balancing;
- (h) All life safety systems verified by *Contractor* and *Consultant* as complying with the requirements of the *Contract Documents*;
- (i) Local fire authority has inspected and confirmed that life safety systems are acceptable.
- (j) All spare parts and maintenance materials.

and any other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* is substantially performed in accordance with the requirements of the *Contract Documents*, lien legislation applicable to the *Place of the Work*, and the municipal government, utilities and other authorities having jurisdiction.”

- **GC 5.5 FINAL PAYMENT**

- Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1:
 - “5.5.1 When *Contractor* considers that the *Work* is completed and satisfies the requirements of *Total Completion of the Work* and *Completion of Commissioning*, *Contractor* shall submit an application for final payment. *Contractor*’s application for final payment shall be accompanied by any documents or materials not yet delivered as agreed to in writing by *Owner* pursuant to paragraph 12.1.2 of GC 12.1 - READY-FOR-TAKEOVER together with fully complete asbuilt *Drawings*. Should *Contractor* fail to deliver any of the said documents, or other documents required to be delivered pursuant to the *Contract Documents*, *Owner* shall be at liberty to withhold from amounts otherwise payable to *Contractor*, an amount, in the discretion of *Owner*, up to the full amount otherwise payable to *Contractor* as security for the obligation of *Contractor* to deliver the undelivered documents.”
- Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words “*Working Days*”.

- Delete paragraph 5.5.4 in its entirety and substitute new paragraph 5.5.4:
 - “5.5.4 Subject to the other requirements of the *Contract*, the unpaid balance of the *Contract Price* shall become payable to *Contractor* on the tenth (10th) *Working Day* following the issuance of *Consultant’s* final certificate for payment, subject to *Owner’s* right to withhold payment from the unpaid balance of the *Contract Price* for any amounts required pursuant to GC 5.6 DEFERRED WORK, and any sums required to satisfy any lien or trust claims arising from the *Work*”.
- Add new paragraph 5.5.5:
 - “5.5.5 As additional preconditions for release of the final payment, *Contractor* shall submit the following documentation:
 - *Contractor’s* written request for release of final payment, including a declaration that no written notices of lien have been received by it;
 - *Contractor’s* Statutory Declaration CCDC 9A2001; and
 - *Contractor’s* Workplace Safety & Insurance Board Clearance Certificate.”

• **GC 5.6 DEFERRED WORK**

- Add new paragraph GC 5.6.2:
 - “5.6.2 Notwithstanding the provisions of GC 5.3 PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK and GC 5.5 FINAL PAYMENT, *Owner* may withhold payment of any amounts otherwise due under the *Contract* on account of any costs or damages *Owner* has incurred or, is likely to incur, by reason of:
 - defective or incomplete portions of the *Work* or damage to the work of *Other Contractors* not rectified in accordance with the *Contract*;
 - failure of *Contractor* to indemnify *Owner* in accordance with the terms of the *Contract*;
 - failure of *Contractor* to fulfil its obligations in respect of construction liens in accordance with GC 14.2 CONSTRUCTION LIENS;
 - evidence of *Contractor’s* failure to make payments to *Subcontractors* or *Suppliers*;
 - unsatisfactory prosecution of the *Work* by *Contractor* or any *Subcontractor*, and

- failure to attain the *Contract Time*.”

Add new paragraph GC 5.6.3:

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

• **GC 6.1 OWNER’S RIGHT TO MAKE CHANGES**

- Add the following new paragraphs:

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

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

- .1 at the time of first presenting a request for adjustment to the *Contract Price* in response to a *Contemplated Change Order*; or
- .2 within ten (10) *Working Days* of receipt of a *Change Directive*.

- 6.1.5 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever including potential or contingent costs for matters such as loss of profit, loss of productivity, loss of opportunity or any other such losses based on the quantity, scope or cumulative value or number of changes in the *Work* whether resulting from one or more *Change Orders* or *Change Directives*, unless agreed in writing by the parties in a *Change Order*.

- 6.1.6 There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever relating to a *Contractor* claim unless notice in writing of the claim is given to *Owner*, through *Consultant* not later than twenty (20) *Working Days* after *Contractor* becomes aware of the claim.

- 6.1.7 Any *Change Order* or *Change Directive* shall clearly set out what, if any, extension of the *Contract Time* is anticipated as a result thereof and failing the inclusion of the same, *Contractor* shall be barred in making a claim for extension of the *Contract Time* in respect thereof.

- 6.1.8 With respect to the valuation of any adjustment in the *Contract Price*, subject to any different or additional requirements contained in the *Contract Documents*, the following shall apply:
 - if applicable, unit prices included in the *Contract*, or prices pro rata thereto, will be used to value changes;
 - proposed methods of adjustment should contain itemized breakdowns describing the net actual value of the *Work* (excluding *Value Added Taxes*), *Contractor's* markup for overhead and profit, the markup for overhead and profit of *Subcontractors*, and where appropriate, detailed quotations or cost vouchers from *Subcontractor* and *Suppliers*;
 - all overhead costs are deemed to include both site and head office overhead costs, as well as any applicable insurance and bonding costs;
 - labour costs shall be the actual labour costs based upon rates prevailing at the *Place of the Work* and payable to workers, plus applicable statutory charges such as Workplace Safety & Insurance Board coverage, Employment Insurance, Canada Pension, vacation pay, and hospitalization and medical insurance; and
 - if a change involves both additions and deletions to the *Work*, the value of the change will be determined based upon the net difference to the *Work* occasioned by the change. For greater certainty, *Contractor's* markup for overhead and profit only will be applied to the net value of the change.
- 6.1.9 *Owner*, through *Consultant*, reserves the right to authorize payment for a change in the *Work* by means of *Cash Allowance*. For greater certainty, *Contractor* is not entitled to any markup for overhead and profit on such amounts."

• GC 6.2 CHANGE ORDER

- Delete paragraph 6.2.1 inserting new paragraph 6.2.1 as follows:
 - "6.2.1 When a change in the *Work* is proposed or required, *Consultant* or *Owner* shall provide a notice describing the proposed change in the *Work* to *Contractor*. *Contractor* shall provide:
 - a quotation from the *Contractor*, on the *Contractor's* letterhead and with *Contractor's* signature;
 - quotations from all *Subcontractors*, each on *Subcontractor's* respective letterhead and with *Subcontractor's* respective signature; and

- the following information in quotations from *Subcontractors* and *Contractor*:
 - (1) a complete breakdown for all items of material;
 - (2) a total number of hours for labour;
 - (3) a dollar rate applied against individual material items and labour quantities;
 - (4) stipulated adjustment in the *Contract Time*, if any, for the proposed change in the *Work*;
 - (5) percentage values for overhead and profit by *Contractor* and *Subcontractors*; and
 - (6) all mathematical calculations, which shall be complete.
- Quotations submitted with any of the above items or information in this paragraph 6.2.1 missing or incorrect will be returned for revision.”
- Add new GC 6.2.3 as follows:
- “6.2.3 *Owner* and *Contractor* acknowledge and agree that *Contractor* shall not be entitled to any mark-ups for overhead and profit on any changes in the *Work*, save and except for the following:
 - .1 for changes to the *Work* with a value of less than or equal to \$50,000, *Contractor* shall be entitled to mark-ups for overhead and profit of ten percent (10%) on work performed by *Contractor’s* own forces plus five percent (5%) on work performed by *Subcontractors*; and
 - .2 for changes to the *Work* with a value greater than \$50,000, *Contractor* shall be entitled to mark-ups for overhead and profit of seven and a half percent (7.5%) on work performed by *Contractor’s* own forces plus five percent (5%) on work performed by *Subcontractors*.”
 - .3 for changes to the *Work* for any value, a *Subcontractor* shall be entitled to mark-ups for overhead and profit of ten percent (10%) on work performed by *Subcontractor’s* own forces.
 - .4 If *Subcontractor* retains another subcontractor (“sub-subcontractor”), no additional mark-up shall be charged to the *Owner* for the sub-subcontractor’s work.

- **GC 6.3 CHANGE DIRECTIVE**
 - Amend paragraph 6.3.7.1 by (a) adding the following to the end of sub-paragraph (1) “carrying out the *Work*, including necessary supervisory services”, and (b) deleting sub-paragraphs (2), (3) and (4) in their entirety.
 - Delete paragraphs 6.3.7.5, 6.3.7.11, 6.3.7.15 and 6.3.7.19.
- **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**
 - Amend paragraph 6.4.1 by (a) deleting the first line and replacing with “If *Contractor* discovers conditions at the *Place of the Work* that, in *Contractor’s* opinion, are:” and (b) deleting the final two lines and replacing with “then *Contractor* shall give *Notice in Writing* to *Owner* and *Consultant* of such conditions before they are disturbed and in any event no later than two (2) *Working Days* after first observance of the conditions.”
 - Add new paragraphs 6.4.5 and 6.4.6 as follows:
 - “6.4.5 *Contractor* confirms that, prior to entering into the *Contract*, applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS, it carefully investigated the *Place of the Work*. Notwithstanding any other provision in the *Contract*, *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by *Contractor* by such investigation undertaken prior to the submission of the bid.
 - 6.4.6 *Contractor* shall not be entitled to claim, and waives its rights to make a claim, for any additional compensation or any increase to the *Contract Time* or *Contract Price*, if *Contractor* fails to provide notice to *Owner* as required in paragraph 6.4.1.”
- **GC 6.5 DELAYS**
 - Add the following to the end of paragraphs 6.5.1 and 6.5.2: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.
 - Add the following to the end of paragraph 6.5.3: “and provided that such costs are reasonable (and, in any event, shall exclude any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit).”
 - Amend paragraph 6.5.3.3 by adding “epidemics or pandemics (except for *COVID-19*),” after the word “conditions,”
 - Add new paragraphs 6.5.6, 6.5.7 and 6.5.8:
 - “6.5.6 *Contractor* shall assume any and all known conditions of *COVID-19* at the time of the execution of this *Contract* during and throughout the performance of the *Work*. Where there is any delay to the *Contract Time*

and/or *Project* or increase to the cost of the *Work*, caused by, resulting from, or related to any stop work order, legislation, measures, or direction, issued by any governmental authority having jurisdiction over the *Project*, in respect to, related to, or resulting from *COVID-19* which arises after the execution of this *Contract*, then:

- .1 *Contractor* shall be entitled to an extension of the *Contract Time* for a reasonable time caused by such stop work order, other order, measure, or direction; and
- .2 *Contractor* shall not be entitled to any increase in compensation whatsoever, including, without limitation, any (a) increase to the *Contract Price*, payment of (b) costs, expenses or damages, and/or (c) any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity.
- 6.5.7 *Contractor* shall at all times perform the services required to perform the *Work* in accordance with the *Contract Documents* diligently and expeditiously, to maintain an orderly progress of the *Work*, and in conformity with the *Contract Time* and any revisions made thereto in accordance with the *Contract Documents*. *Contractor* shall at all times provide sufficient personnel to accomplish its services within the *Contract Time*.
- 6.5.8 If *Contractor* is delayed in the performance of the *Work* by an act or omission of *Contractor* or anyone employed or engaged by *Contractor* directly or indirectly, or by any cause within *Contractor's* control, then *Contractor* shall take appropriate steps, in accordance with paragraph 3.4.2 of GC 3.4 - CONSTRUCTION SCHEDULE, to recover any lost time, and the costs of such recovery efforts shall be to *Contractor's* account. To the extent that *Contractor* caused delay results in *Owner* incurring additional costs and expenses and/or a change in the *Contract Time*, *Contractor* shall be liable to *Owner* for *Owner's* cost and damages arising therefrom, including but not limited to, all services required by *Owner* from *Consultant* as a result of such delay by *Contractor* and, in particular, the cost of *Consultant's* services during the period between the date of *Ready-for-Takeover* stated in Article A1 herein as the same may be extended through the provision of these General Conditions and any later, actual date of *Ready-for-Takeover* achieved by *Contractor*."

• **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- In paragraph 6.6.5, delete "claim" in the second line and substitute "necessary claim information".
- Add new paragraphs 6.6.7 and 6.6.8 as follows:
 - "6.6.7 *Owner* may make claims arising out of the costs incurred for additional services provided by *Consultant* resulting from *Contractor's* failure to perform the *Work* in accordance with the terms and conditions

of the *Contract*, including *Contractor's* issuance of unnecessary requests for information. *Consultant* will notify *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. *Owner* shall make claims against *Contractor* based on *Consultant's* invoices.

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

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

- .1 Amend paragraph 7.1.2 by (a) adding the words “or *Owner* determines that sufficient cause exists to justify such action,” in line three after the words “substantial degree”, and (b) deleting the words “including references to applicable provisions of the *Contract*”.
- .2 Delete paragraph 7.1.5.2 and insert new paragraph 7.1.5.2 as follows:
“7.1.5.2 withhold further payment to *Contractor* until *Owner* has completed all *Work* required by the *Contract Documents* and satisfied any of its costs or damages resulting from *Contractor's* default,”
- .3 Amend paragraph 7.1.5.3 by deleting the words “as certified by the *Consultant*”.

- **GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- Amend paragraph 7.2.2 by (a) adding the words “or related to *COVID-19*” after the first instance of the word “*Contractor*” in the third line, and (b) adding the following second sentence at the end of the paragraph: “If the *Work* is suspended or otherwise delayed as a result of *COVID-19* for a period of ninety (90) *Working Days*, *Contractor* may, upon giving *Owner* twenty (20) days *Notice in Writing*, terminate the *Contract*.”
- Delete subparagraph 7.2.3.1 in its entirety and substitute the following: “Intentionally deleted”.
- Delete subparagraph 7.2.3.3 in its entirety and substitute the following:
“7.2.3.3 *Owner* fails to pay *Contractor* when due the amount certified by *Consultant* or awarded by adjudication, arbitration or a court, except where *Owner* has a bona fide claim for set off, or”
- Delete from line 2 of subparagraph 7.2.3.4, the words, “except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”.
- Amend paragraph 7.2.4 by deleting “5” and substitute “fifteen (15)”.

- Amend paragraph 7.2.5 by (a) deleting “reasonable profit” in line 2, (b) deleting the words “damages” in line 3 and replace with the words “direct and demonstrable costs and expenses”, and (c) by adding the following to the end of the paragraph: “but excluding any special, indirect or consequential losses or damages, including but not limited to, loss of use, loss of productivity, loss of revenue, overhead and/or profit”.
- Add the following new paragraph 7.2.6:
 - “7.2.6 *Owner’s* withholding of progress payments, holdback payment and/or final payments pursuant to GC 5.6 shall not constitute a default under paragraph 7.2.3 permitting *Contractor* to stop the *Work* or terminate the *Contract*.”

• **GC 8.1 AUTHORITY OF THE CONSULTANT**

- Delete paragraphs 8.1.1, 8.1.2 and 8.1.3 and substitute the following:
 - “8.1.1 Differences between *Owner* and *Contractor* as to the interpretation, application, or administration of this *Contract*, or any failure to agree where agreement between the parties is called for in the *Contract* (the “*Dispute*”) which are not resolved in the first instance by finding of *Consultant* pursuant to the provisions of GC - 2.2 ROLE OF THE CONSULTANT, paragraphs 2.2.6 and 2.2.7 shall be settled in accordance with the requirements of this GC 8.1.
 - 8.1.2 The claimant shall give written notice of the *Dispute* (“*Notice of Dispute*”) to the other party no later than seven (7) days after the receipt of *Consultant’s* finding given under paragraphs 2.2.7 or 2.2.8 of GC 2.2 ROLE OF THE CONSULTANT. The *Notice of Dispute* shall set forth particulars of the matters in dispute, the probable extent and value of the damage, and the relevant provisions of the *Contract Documents*. The other party shall reply within seven (7) days of receipt of the *Notice of Dispute*, or such longer period as mutually agreed by the parties in writing, setting out the response and any relevant provisions of the *Contract Documents*.
 - 8.1.3 The parties shall make all reasonable efforts to resolve the *Dispute* by amicable negotiations and agree to provide, without prejudice, full, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate the negotiations.
 - 8.1.4 If the *Dispute* is not resolved promptly by amicable negotiations in accordance with GC 8.1.3, *Consultant* may provide instructions that, in *Consultant’s* opinion, are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the *Dispute*. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, *Owner* shall pay *Contractor* verifiable costs incurred by *Contractor* in carrying out such instructions, which *Contractor* was required to do beyond what the *Contract*

Documents correctly understood and interpreted would have required *Contractor* to do including costs resulting from interruption of the *Work*.

- 8.1.5 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourses, provided the party has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.4, if any.
- 8.1.6 If the parties have not been able to resolve the *Dispute* in accordance with paragraph 8.1.3, the parties may agree to submit the *Dispute* to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of the execution of the *Contract*.
- 8.1.7 If no agreement is made for arbitration, then either party may submit the *Dispute* to such judicial tribunal as the circumstances may required.”

- **GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION**

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

- **GC 8.4 RETENTION OF RIGHTS**

- Amend paragraph 8.4.2 by deleting “paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION” and substituting “GC 8.1 – AUTHORITY OF THE CONSULTANT”.
 - Add new paragraph 8.4.3:
 - “8.4.3 If the parties agree under paragraph 8.1.6 of GC 8.1 - AUTHORITY OF THE CONSULTANT to have a *Dispute* resolved by arbitration, *Contractor* agrees that this paragraph 8.4.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such *Dispute* is otherwise resolved between the parties; provided, however, that in no event shall *Contractor* be deprived of its right to enforce its lien against the *Project* should *Owner* fail to satisfy any arbitral award. For greater certainty, nothing in this paragraph 8.4.3 shall prevent *Contractor* from taking the steps required by the *Construction Act*, RSO 1990, c C.30 to preserve and/or perfect a lien to which it may be entitled.”

- **GC 9.1 PROTECTION OF WORK AND PROPERTY**

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

- Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:
 - “9.1.2 Before commencing any *Work*, *Contractor* shall determine the locations of all underground utilities and structures indicated in or reasonably apparent or determinable from the *Contract Documents* or that are reasonably discoverable by applying an inspection of the *Place of the Work* to the degree of care and skill described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS.”
- Add new paragraph 9.1.5:
 - “9.1.5 *Contractor* shall neither undertake to repair and/or replace any damage whatsoever to the *Work* of *Other Contractors*, or to adjoining property, nor acknowledge the same was caused or occasioned by *Contractor*, without first consulting *Owner* and receiving written instructions as to the course of action to be followed from either *Owner* or *Consultant*. However, where there is danger to life or public safety, *Contractor* shall take such emergency action as it deems necessary to remove the danger.”

• **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- Add new paragraph 9.2.5.5 as follows:
 - “.5 comply with *Owner’s* requirements and specifications for *hazardous substances* contained in the *Contract Documents*.”
- Add to paragraph 9.2.6 after the words “is responsible”, the following:
 - “or whether any toxic or *hazardous substances* or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by *Contractor* or anyone for whom *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of *Owner* or others,”
- Add to paragraph 9.2.7 after the words “is responsible”, the following:
 - “or that any toxic or *hazardous substances* or materials already at the *Place of the Work* prior to *Contractor* commencing the *Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by *Contractor* or anyone for whom *Contractor* is responsible in a manner which does comply with legal and regulatory requirements,”
- Add to paragraph 9.2.8 after the words “is responsible”, the following:
 - “or that any toxic or *hazardous substances* or materials already at the *Place of the Work* prior to *Contractor* commencing the *Work* (and which

were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by *Contractor* or anyone for whom *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of *Owner* or others,”

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

- **GC 9.4 CONSTRUCTION SAFETY**

- Delete paragraphs 9.4.1 to 9.4.5 and substitute the following:
 - “9.4.1 *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance by it and its *Subcontractors* and *Suppliers* with the applicable construction health and safety legislation, and *Owner’s* Safety and Infection Control Regulations, Guidelines and Instructions for *Contractors*. *Contractor* shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. *Contractor* shall be deemed to be the, accepts the designation of, “constructor” as defined in the *OHSA* for the *Project*, and responsibility for the obligations and liabilities associated therewith. Prior to the commencement of the *Work*, *Contractor* shall submit to *Owner* a copy of the Notice of Project filed with the Ministry of Labour in respect of the *Work*.
 - 9.4.2 Prior to the commencement of the *Work*, *Contractor* shall submit to *Owner*:
 - a current Workplace Safety & Insurance Board Clearance Certificate;
 - copies of *Contractor’s* insurance policies having application to the *Project* or certificates of insurance, at the option of *Owner*;
 - documentation of *Contractor’s* inhouse safetyrelated programs; and
 - a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under *OHSA*.
 - 9.4.3 *Contractor* hereby represents and warrants to *Owner* that appropriate health and safety instruction and training have been provided and will be provided to *Contractor’s* employees and *Subcontractors*, *Suppliers* and any one for whom *Contractor* is responsible, before the *Work* is commenced and agrees to provide to *Owner*, if requested, proof of such instruction and training.
 - 9.4.4 *Contractor* shall tour the appropriate area to familiarize itself with the job site prior to commencement of the *Work*.

- 9.4.5 *Contractor* shall never work in a manner that may endanger anyone.
- 9.4.6 *Owner* has authority, but not the obligation, to stop the progress of the *Work* whenever in the reasonable opinion of *Owner* or *Consultant* such stoppage is necessary to ensure the safety of life, or of the *Work* or of neighbouring property.
- 9.4.7 *Contractor* shall indemnify and save harmless *Owner*, *Consultant* and their respective agents, officers, directors, employees, consultants, successors and assigns from and against any and all liability, cost, damage or loss, including legal fees and fines, related to or arising out of any and all acts or omissions of *Contractor*, its *Subcontractors*, *Suppliers*, employees, agents or representatives which contravene *Contractor*'s duties and obligations, as constructor, pursuant to the *OHSA*, including the payment of legal fees and disbursements on a solicitor and client basis.
- 9.4.8 Without limiting the generality of paragraph 9.4.7, *Contractor*,
 - .1 agrees to waive and release *Owner* and its agents, officers, directors, employees, successors and assigns from any and all claims, demands, losses, costs, damages, actions, suits, or proceedings as against; and
 - .2 shall indemnify and save harmless *Owner*, *Consultant* and their respective agents, officers, directors, employees, successors and assigns, from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings by any *Contractor*'s employees, *Subcontractors*, *Suppliers*, and/or third parties,
- that arise out of, are caused or contributed by, or are attributable to *COVID-19*, including and without limiting the generality of the foregoing, any claims, demands, losses, costs, damages, actions, suits or proceedings arising from, caused or contributed by, or attributable to *COVID-19* outbreaks originating from or on *Owner*'s premises.
- 9.4.9 In the event that *Owner* engages *Other Contractors* at the *Place of the Work* or performs work with its own forces *Owner* undertakes to include in its contracts with *Other Contractors* and/or in its instructions to its own forces the requirement that the *Other Contractors* or own forces, as the case may be, must comply with directions and instructions from *Contractor* as "constructor" with respect to occupational health and safety and related matters."

• GC 9.5 MOULD

- Delete paragraph 9.5.3.3 in its entirety and substitute new paragraph 9.5.3.3 as follows:
 - “9.5.3.3 extend the *Contract Time* for such reasonable time as *Consultant* may recommend in consultation with *Contractor*. If, in the opinion of

Consultant, Contractor has been delayed in performing the *Work* and/or has incurred additional costs under paragraph 9.5.1.2, *Owner* shall reimburse *Contractor* for its reasonable costs incurred as a result of the delay as certified by *Consultant*, and”

- **GC 10.1 TAXES AND DUTIES**

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

- **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- Add to the end of paragraph 10.2.4, the following words:

“*Contractor* shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. *Contractor* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code.”
- Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraphs 1.1.3 and 1.1.4 of GC 1.1 - GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.
- Amend paragraph 10.2.7 by (a) deleting “bid closing” and substituting “execution of the *Contract*”, and (b) adding the following to the end of the paragraph: “, save and except for changes related to *COVID-19* which are provided for under paragraph 6.5.6 of GC 6.5 - DELAYS.”

- **GC 12.1 READY-FOR-TAKEOVER**
 - Amend paragraph 12.1.1.1 by adding “, and all prerequisites for substantial performance under the *Construction Act*, RSO 1990, c C.30 have been satisfied.” after the word “*Work*”.
 - Amend paragraph 12.1.1.4 by (a) adding “spare parts, maintenance materials, warranties, data manuals, and specifications” after the words “maintenance documents” and (b) deleting the word “immediate”.
 - Add new paragraphs 12.1.1.9, 12.1.1.10, and 12.1.1.11:
 - “.9 Local fire authority has inspected and confirmed that life safety systems are acceptable, if required by the *Contract Documents*.”
 - “.10 Elevator inspection and approval by governing authority received by Consultant, if required by the *Contract Documents*.”
 - “.11 Any other prerequisites required by the *Contract Documents*.”
 - Amend paragraph 12.1.2 by deleting “to 12.1.1.6” and substituting “, 12.1.1.5, and 12.1.1.8”.
 - Amend paragraph 12.1.4 by deleting “10 calendar days” and substituting “fifteen (15) *Working Days*, or such longer period as may be reasonably required in the circumstances”.
 - Amend paragraph 12.1.6 by adding “RIGHT OF ENTRY AND ” after “GC 12.2 – ”.
- **GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER**
 - Delete GC 12.2 EARLY OCCUPANCY BY THE OWNER in its entirety and substitute the following:
 - **GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER**
 - “12.2.1 *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Ready-for-Takeover*, if, in the opinion of *Consultant* and *Owner*, such entry or occupation does not prevent or substantially interfere with *Contractor* in completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve *Contractor* from responsibility to complete the *Contract* or its obligations under the *Contract*.”
 - 12.2.2 The use or occupancy of the *Work* or any part thereof by *Owner* shall not be taken in any manner as an acceptance by *Owner* of any work or any other part or parts of the *Work* or *Products* not in accordance with the *Contract Documents* or to relieve *Contractor* or his surety from

liability in respect of the observance or performance of the *Contract* save to the extent that loss or damage is caused during such use or occupancy by *Owner* or by persons for whom *Owner* is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the *Work* or any part thereof by *Owner* shall not release *Contractor* from liability, or waive or impair any rights of *Owner*.”

- **GC 12.3 WARRANTY**

- Amend paragraph 12.3.1 by adding the following sentence to the end of the paragraph: “The time period for the warranty with respect to any item corrected shall commence from the date when the defect is corrected and the remedial work is accepted by *Consultant*.”
- Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraphs 1.1.3 and 1.1.4 of GC 1.1 - GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.
- Amend paragraph 12.3.6 by adding the words “, unless otherwise required by the *Contract Documents*” to the end of the third sentence.

- **GC 13.1 INDEMNIFICATION**

- Delete paragraph 13.1.1 in its entirety and substitute the following:
 - “13.1.1 Without restricting the parties obligations to indemnify respecting toxic and hazardous substances, patent fees, and health and safety:
 - .1 *Contractor* shall indemnify and hold harmless *Owner*, *Consultant* and their respective agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called “claims”), by third parties that arise out of, or are attributable to, *Contractor’s* performance of the *Work* or anyone for whose acts *Contractor* may be liable including *Subcontractor* and, *Suppliers*; and
 - .2 *Owner* shall indemnify and hold harmless *Contractor*, *Contractor’s* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of *Contractor’s* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.”
- Delete paragraphs 13.1.2, 13.1.4 and 13.1.5 in their entirety and substitute the following: “Intentionally deleted”.
- Amend paragraph 13.1.3 by deleting “paragraphs 13.1.1 and 13.1.2” and substituting “paragraph 13.1.1”.

- **GC 13.2 WAIVER OF CLAIMS**

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

Add new PART 14 as follows:

“PART 14 OTHER PROVISIONS

• **OWNERSHIP OF MATERIALS**

- Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of *Owner*. All *Work* and *Products* delivered to the *Place of the Work* by *Contractor* shall be the property of *Owner*. *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by *Consultant*.

• **CONSTRUCTION LIENS**

- 14.2.1 *Contractor* shall ensure that *Owner’s* title to the *Project* site is kept free and clear of all construction liens and certificates of action claimed by any person providing services and/or materials to *Contractor* for the *Project*. For greater certainty, this GC 14.2 shall not apply to construction liens or certificates of action that arise as a direct result of the failure by *Owner* to pay *Contractor* in accordance with the terms of this *Contract*.
- 14.2.2 If a construction lien or certificate of action is registered against the title to the *Project* lands, or given with respect to the *Work*, by any person claiming to provide services and/or materials to or through *Contractor*, or *Owner* receives a written notice of lien, *Contractor* shall, within seven (7) *Working Days* of having been notified or becoming aware of the existence of the construction lien, certificate of action or written notice of lien, see to its removal by way of discharge, release or by posting security in accordance with the *Construction Act*, RSO 1990, c C.30, or in the case of a written notice of lien, its written withdrawal
- 14.2.3 In the event that *Contractor* fails to comply with GC 14.2, *Owner* may see to the removal of the construction lien or certificate of action or the withdrawal of the written notice of lien, and in that event, *Contractor* shall be liable to *Owner* for any and all costs and expenses, including legal costs on a full indemnity basis, associated therewith. *Owner* shall be at liberty to set off such costs and expenses against any amount otherwise due to *Contractor* under this *Contract*. If there is no amount owing by *Owner* to *Contractor*, then *Contractor* shall reimburse *Owner* for all of the said costs and associated expenses.

- **CONTRACTOR DISCHARGE OF LIABILITIES**

- 14.3.1 In addition to the obligations assumed by *Contractor* pursuant to GC 3.6 - SUBCONTRACTORS AND SUPPLIERS, *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

- **DAILY REPORTS/DAILY LOGS**

- 14.4.1 *Contractor* shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force of *Contractor*, *Subcontractors*, *Suppliers* and any other forces on site and also record the general nature of *Project* activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day work force.
- *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the *Project*, including records which document the activities of *Contractor* in connection with GC 3.4 - CONSTRUCTION SCHEDULE, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4 - CONSTRUCTION SCHEDULE.

- **HOSPITAL RELATED PROVISIONS**

- 14.5.1 *Contractor* recognizes and understands that *Owner* is a hospital approved under the *Public Hospitals Act*, RSO 1990, c P.40 and is therefore subject to a highly regulated legal and operational environment. Without limiting the generality of any other provision in the *Contract*, *Contractor* shall provide reasonable cooperation and assistance to *Owner* during any evaluations of the *Work* (including, without limitation, any post occupancy evaluation required by the Ministry of Health and Long Term Care) and in obtaining required regulatory approvals prior to using the *Work* (including, without limitation, approvals required by Section 4(2) of the *Public Hospitals Act*, RSO 1990, c P.40).
- 14.5.2 *Contractor* acknowledges that the security and safety of the patients, employees and other occupants of the existing hospital is paramount. If any of the employees of *Contractor* or the *Subcontractors* is determined by *Owner* to be a concern for the security or safety of such patients, employees or occupants, *Owner* may require that *Contractor* replace such employee.
- 14.5.3 *Contractor* recognizes that part of the *Work* may consists of the renovation of existing buildings and structures or the addition of a structure to an existing building and that the provision of patient care

during construction is a priority for *Owner*. *Contractor* shall comply with the reasonable instructions provided by *Owner* (including, without limitation, *Owner's* infection control practitioner) in regard to patient care and the operation and use of the hospital during the performance of the *Work*. Any costs incurred by *Contractor* in complying with the said instructions shall be part of the *Contract Price*.

- 14.5.4 Notwithstanding any other provision in the *Contract*, paramountcy of access must be given to emergency vehicles and no claim may be made by *Contractor* for any delay in the performance of the *Work* as a result of any temporary lack of access to the Place of *Work* resulting from this paramountcy of access by emergency vehicles, provided that *Owner* will use commercially reasonable efforts to avoid and to limit the duration of any temporary lack of access for this reason.
- 14.5.5 *Owner* has the authority, but without the obligation, to stop the *Work* in any circumstance affecting the safety of life or property or otherwise may cause an unsafe condition for the operation of the existing hospital. *Contractor* shall abide by *Owner's* instructions to stop the *Work* and to any related instructions pertaining to the circumstance without any increase in the *Contract Price* and extension in the *Contract Time* if such circumstance was caused by *Contractor*, *Subcontractors* or *Suppliers*.
- 14.5.6 *Contractor* shall, and shall cause the *Subcontractors* and *Suppliers* to, comply with hospital policies and procedures including, without limitation, environmental requirements, infection control measures and safety and emergency preparedness guidelines which are or come into force (including, without limitation, those forming part of the *Contract Documents*) as such documents are amended by *Owner* from time to time, provided that a material amendment to the hospital policies and procedures by *Owner* after the date of the Agreement which gives rise to a significant change in the *Work* shall be dealt with in accordance PART 6 - CHANGES IN THE WORK.”