



REQUEST FOR TENDER

T21-109

**RENOVATIONS OF THE DEPARTMENT OF ECONOMICS
AT VARI HALL**

CLOSING DATE: December 17, 2020

CLOSING TIME: 3:00:00 p.m. (Local Time)

CLOSING LOCATION:

UPLOAD ELECTRONIC PROPOSALS TO:

<https://yorku.bonfirehub.ca>

Hardcopies of Proposal will NOT be accepted at York University.

CAMPUS MAP AVAILABLE ONLINE AT:

<http://www.yorku.ca/yorkweb/maps/york2d/index.htm>

MAIN WEB ADDRESS:

<http://www.yorku.ca>

MANDATORY SITE VISIT

December 8, 2020 @ 1:00 PM (Local Time)

Vari Hall (Main Entrance)

100 York Boulevard

York University Keele Campus

4700 Keele St.

Toronto, Ontario, M3J 1P3

*Face Mask Required

*Attendees must be registered to attend per Sec12



SECTION 00 01 10 TABLE OF CONTENTS

1. GENERAL

The work of the Contract is specified in the Sections listed below. It is the responsibility of the Bidder to check the Specification pages included with the list and ensure that the Documents are complete.

2. SPECIFICATIONS

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3. DRAWINGS

Number	DRAWING NAME
ARCHITECTURAL	
A001	COVERSHEET & DRAWING LIST
A002	OBC/ SITE PLAN/ KEY PLAN
A003	ASSEMBLIES & MATERIALS SCHEDULE
A003	INTERIOR GLAZING
A005	DOOR SCHEDULES
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A112	GROUND FLOOR RCP- PROPOSED
A121	GROUND FLOOR – FRONT ENTRANCE DETAIL
A122	GROUND FLOOR – SEMINAR ROOM AND ROOM PLAN DETAIL
A301	BUILDING SECTIONS
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MECHANICAL	
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M100	GROUND FLOOR DEMOLITIONS FIRE PROTECTION PLAN
M110	GROUND FLOOR PROPOSED FIRE PROTECTION PLAN
M150	GROUND FLOOR DEMOLITION DRAINAGE PLAN
M160	GROUND FLOOR PROPOSED DRAINAGE PLAN
M200	GROUND FLOOR DEMOLITION HVAC PLAN
M210	GROUND FLOOR PROPOSED HVAC PLAN
M300	DETAILS
M301	CONTROL SCHEMATIC
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ELECTRICAL	
E000	GENERAL NOTES AND LEGENDS
E001	SLD & DETAILS
E100	GROUND FLOOR LIGHTING AND ALARM DEMOTION PLAN
E101	GROUND FLOOR POWER DEMOLITION PLAN
E200	GROUND FLOOR LIGHTING AND FIRE PROTECTION PLAN
E201	GROUND FLOOR POWER PLAN
LANDSCAPE	
L1	COVER PAGE
L2	SPECIFICATION
L3	EXISTING
L4	PROPOSED

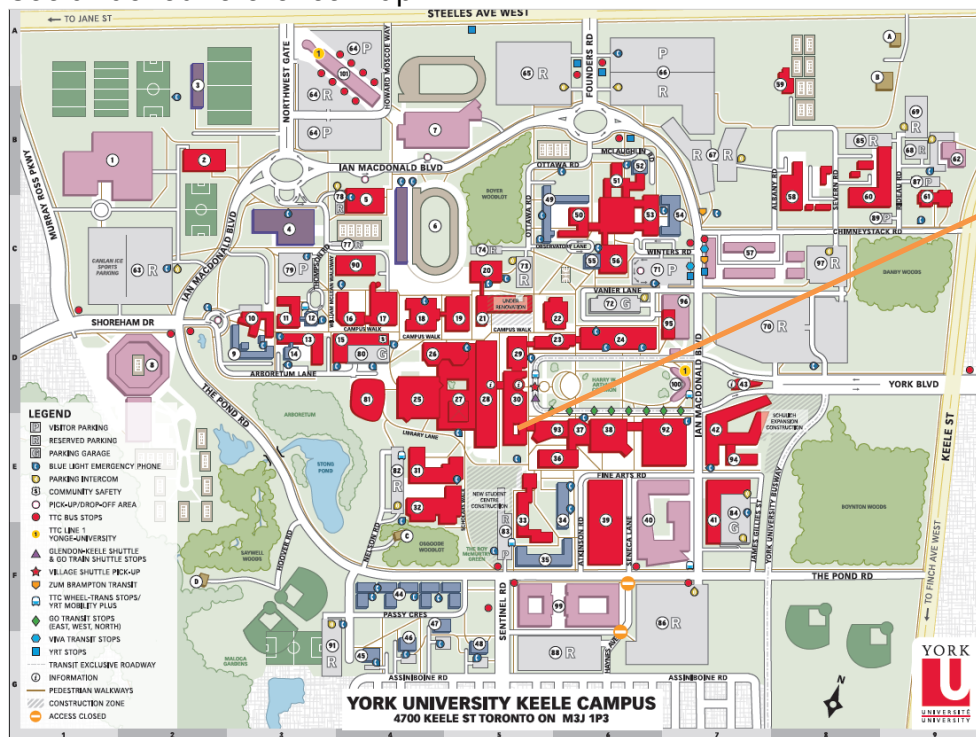
SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1. GENERAL

- .1 Persons or firms submitting Bids shall be currently engaged in the lines of work required by the specifications, and shall be able to refer to work of a similar character performed by them. Materials and equipment shall be worked and installed/removed by specialists or skilled tradesmen experienced with the specific type of material and equipment being used. This applies also to drilling, cutting, fitting and patching of their work to accommodate other installations.
- .2 Before submitting a Bid, Bidders shall carefully examine the specifications and fully inform themselves as to the requirements of all applicable codes and requirements.
- .3 The Contractor is to perform all Work described in the Scope of Work in accordance with the requirements of the contract documents. It is the Contractor's responsibility to ensure a full and complete system in accordance with the descriptions of the Scope of Work, should any part of this specification be missing or incorrectly stated.

.4 Site Location

See attached reference map



Building Location
Map & description

.5 Owner

York University
4700 Keele Street, Toronto, Ontario
M3J 1P3

.6 The Selected Bidder must be registered with QCsolver; bidders can register at [QCsolver](#). To learn more about QCsolver, click [here](#).

2. NATURE OF CONTRACT

.1 The scope of this contract consists of all Work required to:

Complete the renovation work for **The Department of Economics at Vari Hall**, all as identified in the drawings and specifications prepared by **ATA Architects as Main Consultant for York University**.

Disposal bin location to be provided by York University representative.

All work to take place 8:30 am to 6:00 pm Monday to Friday.

.2 The Selected Bidder will be required to enter into an agreement with York University. The form of agreement will be York University's Standard Short Form of Contract. Bidders are required to familiarize themselves with the form of the Contract. All General Conditions and Articles of the CCDC 2, 2008 Contract Form are included and form part of these Specifications, Instructions to Bidders and Bid Form(s).

3. BID DOCUMENTS

.1 Electronic copies of the Bid Documents will be available for download from Merx. Only RFT submissions received from Bidders who have obtained the documents directly from Merx (www.merx.com) will be considered for this RFT. Bidders who have not obtained this RFT through Merx shall have their RFT submission disqualified. All drawings will also be posted on Merx.

.2 Bidders are to check the Bid Documents on receipt to ensure that they are complete in accordance with the List of Bid Documents.

.3 All copies of the Specifications and Drawings remain the property of the Owner, and must be returned to the Owner if requested.

.4 The Selected Bidder will be given one (1) complete set of Contract Documents after the Contract is signed. Additional sets will be the responsibility of the Selected Bidder.

4. BID SUBMISSIONS

York will accept Bids uploaded and finalized on or before the closing date and time of:

December 17, 2020 at 3:00:00pm local time. York accepts no responsibility or liability for misdirected, unreadable, or incomplete submissions.

All Bids and accompanying documents must be uploaded electronically at the appropriate project on <https://yorku.bonfirehub.ca> York will NOT accept hard copy Bids.

Bidders shall organize their submission into the following individual files (note the required file types):

- Bid Form (Section 00 41 13) (File type: .pdf) – Required
- Agreement to Bond (File type: .pdf) – Required
- Technical Response (File type: .pdf) – Required
- Insurance (File type: .pdf) – Required
- WSIB (File type: .pdf) – Required

Each file has a maximum size of 1000MB and only one (1) file can be uploaded for each of the requested documents above. If more than one (1) file is uploaded into the same slot, the previous file will be overwritten.

Each submission file uploaded is instantly sealed and will only be visible by York after the Bid closes. Bidders will receive an email confirmation receipt with a unique confirmation once the submission has been finalized.

Uploading large documents may take significant time, depending on the size of the file(s) and the Internet connection speed available. Bidders should allocate sufficient time for all uploads to complete prior to the closing time.

Bidders shall contact Bonfire at a minimum thirty (30) minutes prior to closing time at support@gobonfire.com for technical questions related to submitting documents or visit Bonfire's help forum at <https://bonfire.zendesk.com/hc/en-us>

Bids shall be irrevocable for any reason for a period of not less than ninety (90) calendar days following the closing date.

All Bids submitted to York under this Bid Document become the property of York.

5. PROPONENT INELIGIBILITY

No submission will be accepted from any Bidder that:

1. is or becomes insolvent or bankrupt;
2. any Proponent that is debarred or ineligible to bid on contracts with the government of Canada or any province;
3. has had significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with York;
4. is owned or controlled by any such person; or
5. is subject to final judgements in respect of serious crimes or other serious offences.

For greater certainty, any person or entity against whom York has obtained a judgement in any action brought against them by York in relation to a previous contract or contracts fulfills the criteria set out in 5(c), unless the subject matter of that action was clearly unrelated to any act or omission attributable to the person or entity in question.

Evaluation Criteria

York will subject all technical submissions to a comprehensive analysis and evaluation, based upon the best overall value to York. A Best Value Analysis (BVA) format for the evaluation process will be used. The following Best Value Analysis (BVA) is a sample of the form that will be used for the evaluation.

Best Value Analysis (BVA)		
TECHNICAL SUBMISSION		Weight
<i>B. Relevance of Projects Provided</i>		60
Project 1		
Project 2		
Project 3		
<i>C. Staff Technical Expertise</i>		40
Project Manager		
Supervisor or Key Personnel		
Total Weighted Score		100
PASS / FAIL		YES / NO

York will initially evaluate all technical submissions received to determine the degree to which each submission meets the mandatory requirements. Submission receiving a score of sixty (60%) percent or higher will be shortlisted and will proceed to the financial evaluation.

6. TECHNICAL RESPONSE

Bidders shall Provide three (3) examples of Institutional or educational type project, similar in size, interior renovation in nature, with a budget within the range of \$1 to \$1.8 million dollars, in addition one of the 3 projects should be have an “infill or addition” component. Project examples must include a reference for each project including contact information. York reserves the right to contact references to confirm validity.

Bidders shall provide as part of their technical submission Qualification and Experiences of Key Personnel. The Site Supervisor is required to have 5 years minimum experience in construction. The Project Manager is required to have 5 years of construction experience plus a college education in project management or relevant education.

7. TECHNICAL QUESTIONS/ INSTRUCTIONS/ CLARIFICATIONS DURING BIDDING PERIOD

.1 Bidders must direct all questions to Vincent Surace, Procurement Specialist by email at vsurace@yorku.ca

No person other than the above-named person, or his or her authorized representative, is authorized to speak for York with respect to this RFT. Bidders who seek to obtain information, clarification or interpretation from another York University official or employee, are advised that such material is used at the Bidder's own risk, and York University shall not be bound by any such representations.

.2 A second optional project meeting may be arranged, at a date to be decided, to address questions arising from the first mandatory site visit. At that time all Bidders will have the opportunity to put forward any questions they may have with regard to the tender documents, scope of work, site conditions and project schedule. **Notwithstanding this opportunity, the Owner must receive any further questions not less than four business days before Bid Closing Date.**

8. TECHNICAL QUESTIONS / INSTRUCTIONS / CLARIFICATIONS DURING CONSTRUCTION PERIOD.

.1 For the purpose of this contract the Owner (York) is York University and the Responsible Office is that of the Assistant Vice-President of Facilities Services. The Contractor is to **only take direction from the Responsible Office, the Project Coordinator** or a designate assigned in writing. For this project the Project Manager is Katya Marshall at 4163163479 or to katyam@yorku.ca

.2 No person other than the above-named person or his/her designate is authorized to speak for York with respect to this RFT. Bidders who seek information, clarification or interpretation from a York University official or employee, other than the Project Coordinator are advised that such material is used at the Bidder's own risk, and York University shall not be bound by any such representations.

9. OMISSIONS AND DISCREPANCIES

.1 The Bidder shall apply to the Owner or Consultant for any explanation that he may require with regard to the meaning and intent of any clause in the Specifications and Contract, and shall be held responsible for any errors or losses he may make in consequence of failure to obtain such explanation.

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- .2 Should a Bidder find discrepancies in, or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall notify the Owner or Consultant. An addendum may then be issued to all Bidders. The Bidder shall ensure that his copy of the documents contains all the pages listed in the Table of Contents.
 - .3 Where there is a discrepancy in dollar amounts throughout this Bid and specification document, the higher amount will apply.
 - .4 Where there is a conflict of insurance coverage, code conflicts, etc., the more stringent standards apply.
 - .5 Where WCB is stated, change to read WSIB.

10. ADDENDA

- .1 Bidders finding discrepancies, ambiguities, or omissions in the Drawings or Specifications will at once notify the Owner or Consultant, who will send written instructions or explanations to all Bidders.
- .2 Bidders may, during Bidding Period, be advised by Addenda of any additions, deletions, or alterations to the Specifications and Drawings. Additions, deletions, or alterations included in the Addenda are to be allowed for in the Bid and become part of the Contract Documents.
- .3 The information contained in the Addenda supersedes and amends the Drawings, Specifications and Schedules as set forth therein. Bidders to include and allow for accordingly. Bidders are to state on the Bid Form in the space provided the numbers of all Addenda received and included for by them in the preparation of the Bid.
- .4 The Owner or Consultant reserves the right to add, delete and/or change the terms of this Contract prior to the execution of the Contract.

11. INTERPRETATIONS

- .1 The Owner or Consultant will not be responsible for oral instructions.
- .2 No oral interpretations made to a Bidder as to the meaning of any of the Bid Documents shall modify any of the provisions of the Bid Documents. Written requests for interpretation shall be made to the Owner or Consultant and all Bidders will receive written clarification. The written clarifications are to be allowed for in the Bid and become part of the Contract Documents.

12. EXAMINATION OF SITES

- .1 It is the responsibility of each Bidder to conduct sufficient investigation of the site of the Work and obtain all required information about local conditions to be met with during the Work prior to submitting the Bid. **Site visits are mandatory for this project to ensure the bidders have conducted sufficient investigation of the site.**

Attendees shall register for the site walk by emailing Katya Marshall at katyam@yorku.ca not let less than 24 hours prior to the site walk. The Mandatory Site Visit will commence at Vari Hall. Attendees will be split into groups to ensure Covid19 restrictions are met. In an effort to promote physical distancing, York will allow only two members from each company. A face covering must be worn when visiting the site. Names of attendees will be taken at the aforementioned site visit. Any Bids that are from Bidders not on the attendee list will be rejected. Bidders shall make their own estimates of the facilities and difficulties to be encountered. Bidders cannot claim at any time after submission of his Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions evident or apparent during the Bid period. The Owner, the Consultant and their employees will not be held responsible for the Bidder's failure to obtain such information.

13. PRICES AND METHOD OF QUOTATION

- .1 It is mandatory that the Bidder complete on the Bid Form any Itemized Prices listed thereon. These prices are to be included in the base Bid.
- .2 Bidders will provide on the Bid Form all Separate Prices requested thereon. **These prices are not to be included in the base Bid**; and the amounts shown, if desired by the Owner, may be added to the base Bid to arrive at a revised Bid Price.
- .3 Bidders will provide on the Bid Form any Unit Prices requested thereon. These prices serve as a basis for computing the value of additional or omitted work. Work to only be performed or allowed for at the submitted prices upon the written instructions of the Owner or Consultant. Unit Prices to include labour, material and applicable taxes but to be exclusive of overhead and profit.
- .4 **The award(s) shall be based on the LUMP SUMS submitted by the closing date and time indicated in this RFT. The LUMP SUMS shall include all** labour, materials, all costs for the co-ordination of the Work and all clean-up, temporary removal and replacement of all Items which will affect the Work, making good all finishes affected by the Work, overhead, profit and statutory charges. The itemized cost breakdown of Work into sections (if requested in this Bid) will be used solely for the purpose of assessing Bids unless otherwise stated on the Bid Form.
- .5 For Work under **LUMP SUMS**, the Bidder is to make his/her own assessment as necessary to establish quantities of materials, etc.
- .6 It shall be the Bidder's responsibility to ensure that all items have been included and that no repetition of items appears in the Bid.
- .7 Front end paying/deposits are not permitted, unless otherwise noted in this Tender.

14. SUB-CONTRACTORS' AND SUPPLIERS' NAMES

- .1 Parties submitting a Bid shall furnish with their bid a list of names of all sub-contractors and suppliers whose prices they have carried for the respective sub-trades defined in the Specifications.
- .2 The Selected Bidder shall not change the firms listed without written consent of the Owner or Consultant.
- .3 The Owner reserves the right to reject a proposed sub-contractor for reasonable cause.

15. MATERIALS AND EQUIPMENT

- .1 Bid to be based upon materials and equipment of manufacture, type and design specified.
- .2 Bid Price to be based on using materials or equipment of the manufacturer named in the Specification. If more than one manufacturer's name is listed in Specification for a specific item, name of manufacturer, whose price was used in preparing Bid, to be circled in ink on the Bid Form. If such indication of preference is not made it is to be understood that the first or top name, as applicable, listed for that item, is the one upon which Bid Price is based.
- .3 Material and equipment, considered equal to that specified, may be proposed at time of Bidding. The price adjustment, showing addition to or deduction from the Bid Price for each item, to be entered in the Bid Form and to include all changes to work of other trades if affected by proposed alternate. Dimensions of substituted material or equipment are not to exceed available space. Complete specifications, upon request, to be immediately submitted to the Owner or Consultant, for his consideration. Proposed substitutes for equipment items will be considered with regard to availability of spare parts and service facilities in job locality.
- .4 The Selected Bidder shall warrant its work and/or products for a period of not less than one year from completion of the project against all defects and deficiencies in manufacture, workmanship and (if applicable) installation. The Selected Bidder shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the University, upon notice from the University to do so, and at no cost to the University. Any products supplied by the Selected Bidder shall be installed by the Bidder or 'others' in such a manner as to preserve any and all manufacturer's warranties, for the benefit of the University. Should the Selected Bidder fail to remedy any defect or deficiency promptly within a reasonable time after notice to do so, the University may remedy the defect or deficiency, at the Selected Bidder's cost.

16. COMPLETION DATES

- .1 **As time is of the essence** to this Contract, **the proposed start time for this project is January 25, 2021 and completion date is June 30, 2021** The Bidder will indicate in the space provided in the Bid Form the time to commence the work after award of Contract and the time to complete the work after commencing.
- .2 Within FIVE business days of notification of the award of the Contract, the Contractor shall submit for approval a complete and detailed critical path schedule outlining each stage of the work from start to finish. The schedule is to be completed in MS Project, and is to meet the completion date as noted or the completion date provided by the Contractor if the Owner has not specified a completion date.
- .3 In order to meet the timeline constraints and the critical phasing, after hours and weekend work may be required in order to minimize interference with Campus operations and complete this project. The after-hours and weekend work shall be coordinated through the Owner's representative.
- .4 All Bidders to take note of other major construction currently under way on campus and the restrictions placed on road access as that work proceeds. The Selected Bidder will be expected to stay informed of all bulletins issued by York University in that regard.

17. ACCEPTANCE OR REJECTION OF BIDS

- .1 The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Bid or by reason of any delay in the acceptance of a Bid.
- .2 The right to open Bids privately, to reject any or all Bids, to waive informalities, or to accept any Bid as most satisfactory in the opinion of the Owner, is expressly reserved by the Owner without liability on the part of the Owner or Consultant. The lowest or any Bid will not necessarily be accepted.
- .3 The Owner reserves the right to reject Bids received from parties who cannot show a reasonable acquaintance with or preparation for the class of work specified. The Bidder, if requested, must furnish evidence of competence. The Owner reserves the right to request any sub to the General Contractor to provide evidence of competency (i.e. CCDC-11 documentation). The Owner will award a Contract to the Bidder who demonstrates that it is the most responsive and responsible.
- .4 The Owner reserves the right to award the Contract in whole or in part.
- .5 To be a valid Bid, it is to be understood by all Bidders that the Bid shall remain open for acceptance by the Owner for a period up to and including sixty (60) days from the Bid Closing Date. The Bidder shall not make any adjustments to the Bid Price.

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- .6 The Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in a Bid that has been accepted.
 - .7 Prior to award of the Contract, the Contractor must be able to show to the satisfaction of the Owner and the Consultant, that he will comply with safety standards established under the *Occupational Health and Safety Act* as well as the regulations and safety standards established by the industry and York University, where applicable, and will adopt the following measures:
 - .1 Append the Contractor’s written safety policy to the Contract, provide ongoing safety training for the employees, and exercise disciplinary action for safety violations.
 - .2 Provide a superintendent when required by law.
 - .3 State in writing specifically which regulations under the *Act* will apply to the work at hand.
 - .4 Establish a Health and Safety Committee.
 - .5 File project notices with the appropriate Ministry and comply with obligations under the Municipal Regulations, *Federal Labour and Provincial Labour Acts*.
 - .6 Agree in writing that the work will be carried out in accordance with the description of the applicable regulations.
 - .7 Advise the Owner and Consultant in writing exactly how the work will be performed in accordance with the applicable regulations.
 - .8 Submit Workers Compensation Clearance Certificate and confirm the Contractor’s WSIB WISR performance rating.
 - .9 Warrant that the representations made in this document are true.
 - .10 Confirm that the Contractor’s insurance is acceptable to the Owner.

18. BONDS

- .1 Include for the provision of 50% Labor and Material Bond and 50% Performance Bond with bid submission

19. CCDC DOCUMENT

- .1 The Standard Stipulated Sum Contract Document CCDC 2 - 2008, as amended by Section 00 73 00 – Supplementary Conditions, forms the basis for the contractual agreement on this contract.

20. NOTICES, PERMITS AND FEES

- .1 The Owner will apply and pay for the General Building Permit. All other permits and fees (see Article in G.C. 10.2 “Laws, Notices, Permits and Fees” in General

Conditions), including Occupancy Permit, security deposits, licenses, taxes and fees required will be applied and paid for by the Contractor.

- .2 Give all required notices and comply with all laws, ordinances, rules, regulations, Codes and orders of authorities having jurisdiction.

21. CONDITIONS IMPLIED BY SUBMISSION OF BID

- .1 Submission of Bids shall constitute acceptance by the Bidder and inclusion in his proposal of provisions for all conditions and limitations, particularly in regard to working and storage space and access facilities, laws, ordinances and regulations, whether specifically mentioned or implied and as required to complete the Contract in every respect.
- .2 Acceptance of terms and conditions of CCDC 2 – 2008 including Supplementary Conditions as detailed in Section 00 73 00.

22. APPLICATION FOR PAYMENT

Refer to Construction Agreement Article A-5 and 00 73 00 Supplementary Conditions Part 5 to review modifications to this article.

23. FEDERAL GOODS AND SERVICES TAX AND HARMONIZED SALES TAX

- .1 Refer to GC10.1 “Taxes and Duties” in the General Conditions of the Contract.

24. INSURANCE

- .1 The Contractor shall, at his own expense, obtain and maintain in force all insurance as required by article GC 11.1 “Insurance” of the General Conditions of Stipulated Price Contract, Standard Construction Document CCDC 2, 2008 and Section 00 73 00, Supplementary Conditions of this Request for Tender.
- .2 A Certificate or Proof of Insurance, meeting the requirements of Section 00 73 00 shall be submitted with the Tender Bid Form. Failure to submit the Certificate or Proof of Insurance may be cause to disqualify the Bid.
- .3 The successful Bidder will be required to submit Certificate of Insurance meeting the requirements of Section 00 73 00 within five (5) business days of award. Failure to provide within five (5) business days may result in the contract being rescinded.

25. CHECK PAGES FOR SPECIFICATION

- .1 The Contractor shall check pages in the Specifications and Drawings against the number of pages listed in the Index to ensure that the documents are complete.

26. PARKING

<http://www.yorku.ca/parking/>

<http://planningandrenovations.info.yorku.ca/files/2016/04/Constuctor-Contractor-Manual-Version-2.0-110101.pdf>

<http://secretariat-policies.info.yorku.ca/policies/operation-of-vehicles-on-campus-walkways/>

27. ELECTRICITY/WATER

- .1 **Both electricity (120/208/240 voltage) and water are available at the site and will be provided free of charge for the execution of the works.**
- .2 The Contractor shall provide such temporary lines, wiring, panels, and equipment as necessary to complete operations.

28. ELEVATORS

- .1 The use of elevators for the movement of construction personnel, equipment and material is assumed to be not required. But if allowed, provided the elevator cab and doorways have been protected against damage. Protection of the elevator shall be the responsibility of the Contractor and will be in accordance with the standards set by York University. No unprotected elevators shall be used for site access or delivery.
- .2 Interiors, entrance frames and floors of elevators shall be lined with plywood to act as protection against damage and shall remain in place for the duration of the project. Contractor shall remove protection cladding once all renovations are complete. Contractor is responsible for any and all damages caused during use.

29. SIGNS

- .1 No signs, advertisements, or notices of any kind shall be placed on the property of the Owner, except as explicitly arranged for and approved prior to start of the work.

30. CONFLICT OF INTEREST

- .1 By policy, York may not acquire goods, materials or services from an employee of York, York's Board of Governors, or any person who is not at arm's length from any employee of York or York's Board of Governors; or from any corporation firm or other business in which an employee or someone who is not at arm's length from an employee of York or York's Board of Governors, is a controlling shareholder or owner without both the full prior disclosure of the conflict of interest and a written waiver of the conflict by the Vice President, Finance and Administration of York University or designate.
- .2 Failure by a Bidder to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for York to terminate any contract formed without liability and for cause.

31. PROHIBITION AGAINST GRATUITIES

- .1 Bidders should note that York has a strict policy against gratuities and York may preclude any Bidder from proceeding with this competitive bid if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Bidder, or any employee, agent or representative of the Bidder, to any officer, director, agent, or employee of York for the purpose of securing an agreement or seeking favourable treatment in respect to the award or amendment of the agreement or influencing the performance of the agreement. By submitting this Bid the Bidder certifies that no officer, director, agent, or employee of York has benefited or will benefit financially or materially from the proposed agreement. Any agreement may be terminated by York if it is determined that gratuities of any kind were either offered to, or received by, any York officer, director, agent, or employee contrary to this policy.

32. CONTRACTOR PERFORMANCE

- .1 The Selected Bidder is to understand that its performance will be monitored and that its overall performance will be a major consideration for future contracts with the University. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified. A “Contractor Performance Evaluation Report” will be completed by the University’s designate on substantial completion of the project (or earlier) and a copy forwarded to the contractor.

33. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FIPPA)

- .1 Bidders acknowledge that York University is subject to Ontario’s *Freedom of Information and Protection of Privacy Act* (FIPPA). In general terms, responses will be received and held in confidence by York, subject to the provisions of FIPPA and this RFT.
- .2 Bidders shall review s.17 of FIPPA and determine the information, which the bidder believes is exempted from disclosure under FIPPA. All information regarding the terms, conditions, trade secrets, commercial, financial, technical, labour relations and scientific aspects of the proposal, which in the Bidder’s opinion, are of a proprietary or confidential nature, should be clearly marked “Confidential” at each relevant item or page. All information marked “Confidential” will be held in strict confidence and shall not be intentionally released to any other party without the Bidder’s consent or as may be required by any applicable law or trade agreement.
- .3 York shall use all reasonable efforts to hold all information marked "Confidential" by the Bidder in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by s. 62(2) of FIPPA.

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- .4 If York's response to a request under FIPPA is appealed to the Information and Privacy Commissioner for Ontario, the bidder shall have the burden of proof per s. 53 of FIPPA. The Bidder shall be responsible for all costs related to its confidentiality requirements.
 - .5 Information pertaining to York, obtained by the Bidder as a result of participation in this RFT, is confidential and must not be disclosed without written authorization from York.
 - .6 York shall declare and mark certain information about the University to be received by the Bidder as "Confidential". The Bidder must not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by York.
 - .7 The Bidder and York agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.
 - .8 All Bidders are advised that York University is subject to inter-provincial trade agreements, which may result in disclosure of information.

34. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005 (AODA)

York is committed to providing equal treatment to people for whom accessibility accommodations allow for the use and benefit of YORK services in a manner that respects their dignity and that is equitable in relation to the broader public. As such, vendors seeking to do business with YORK must strictly comply with the all applicable accessibility standards required by the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations while carrying out their obligations under any Agreement entered into with YORK.

Failure to comply with the AODA, may result in the immediate termination of any Agreements entered into with YORK.

If requested, vendors engaging in business with YORK shall provide documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees. YORK reserves the right to require vendors, at their own expense, to amend their accessibility policies, practices and procedures if YORK deems them not to be in compliance with the requirements of the AODA. For more information on the AODA, please visit:

<https://www.ontario.ca/page/accessibility> OR

<https://www.ontario.ca/page/accessibility-laws>

On the first link you will find links to specific standards - O Reg 429/07 (Customer Service), and O. Reg 191/11 (Integrated Accessibility Standards), and the Act itself.

35. HOT WORK PERMIT and FIRE REGULATIONS

<http://planningandrenovations.info.yorku.ca/files/2016/04/Hot-Work-Permit-Forms-2016-03-28.pdf>

END OF SECTION

SECTION 00 41 13 BID FORM

TENDER SUBMISSION CHECKLIST OF REQUIRED DOCUMENTATION

This Tender requires the following to be included when submitting your Bid.

- Tender Form(s)
- WSIB Certificate of Clearance
- Agreement(s) to Bond if required as noted in the Instructions to Bidders
- Bid Bond if required as noted in the Instructions to Bidders
- Insurance Certificate as per Section 00 73 00, Supplementary Conditions
- List of Subcontractors
- Addenda (if applicable) to be recorded in the space on the Bid Form
- All pages where there are blank spaces to be completed
- Envelope one (Technical Response) and envelope two (Financial Considerations)

Company Name

Address

City/Province/Postal Code

Print Name of Contact Person

Email of Contact Person

()

()

Telephone Number

Fax Number

FAILURE TO PROVIDE ALL CHECKLIST ITEMS MAY RESULT IN DISQUALIFICATION

BID FORM

To York University, hereinafter called the Owner,

I/we _____ hereinafter called the Bidder,
declare and offer (Bidding company)

that we the undersigned, having carefully examined the site of Work, investigated the conditions pertaining to the Work, the Information to Bidders, the Form of Agreement, the Definitions, the General Conditions, the Supplementary Conditions, the Contractor-Constructor Manual, and listed appendices, specifications and the drawings, including Addenda No.'s ____ to ____ (herein collectively called the "Contract" or "Contract Documents" for

Renovations to the Department of Economics

(Herein called the "Work") and will provide and pay for all materials, labour, tools, appropriate disposal, equipment and plant necessary for the execution of the Work as called for by the said Contract Documents in the manner prescribed therein and in accordance with the requirements of the Coordinator (as defined in the Agreement) in accordance with Statement A, Statement B, Statement C and Statement D of this Bid Form.

Dated at _____ this _____ day of _____, 20 .

BIDDING COMPANY NAME _____

COMPANY ADDRESS _____

SIGNATURE OF WITNESS

SIGNATURE OF AUTHORIZED SIGNING OFFICER

TITLE

Contact Name: _____

Telephone: _____

E-Mail: _____

NOTE: If the Bid is submitted by or on behalf of a Corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed (where required by Law). If the bid is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or partnership (where required under Law).

STATEMENT A
BID AGREEMENT

If this Bid is accepted by the Owner:

The Contractor will perform the Work as specified in accordance with the terms of the Contract for the amounts given in Statement B and Statement C, using the Products and Sub-contractors listed in Statement D.

The Contractor will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Consultant in accordance with the Contract.

The Owners, without invalidating the Contract, may make changes by altering, adding to or deducting from the work, the Contract price being adjusted accordingly. All such charges to the work shall be executed under conditions of this Contract. No change shall be made unless in pursuance of a written order signed by the Owner. The value of any change shall be determined in one or more of the following ways:

- a) by estimate and acceptance of lump sum;*
- b) by unit price specified in the Contract or subsequently agreed upon;*
- c) by cost and percentage or by cost and a fixed fee;*
- d) if none of the above methods are agreed upon, the Contractor, providing he received an order as above, shall proceed with the changes to the work, the value of such changes to be determined by arbitration.*

The carrying out of any Work referred to in paragraph 1 above or the issuance by the Co-ordinator of a Change Order relating to such Work or the acceptance by the Bidder of such Change Order shall not, except as expressly stated in such Change Order, waive or impair any of the terms of the Contract or of any Change Order previously issued by the Consultant or any of the rights of the Owner or the Consultant under the Contract.

The Contractor is entitled to payment for additional Work carried out by him in accordance with the Contract and as directed by the Consultant and only to the extent of such authorized additional Work.

By submitting this Bid, the Bidder agrees that:

This Bid is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Bid for the same Work except for prices submitted for subcontracts, and is in all respects fair and without collusion or fraud.

This tender will be left open for acceptance for a period of 60 days from the date of closing.

He has examined the drawings and specifications and does not find any material or method indicated to which he objects or for which he would be unwilling or unable to accept responsibility. He agrees that after signing the Contract, full responsibility for the performance of the Work will rest with the Contractor and the Owner is in no way to be held liable.

STATEMENT B

1. SCHEDULE FOR BID PRICES AND QUANTITIES

Having examined the Contract Documents, Specifications/Drawings, and Addenda for:

The Renovations for the Department of Economics at Vari Hall

As well as the premises and conditions affecting the Work, we offer to furnish all plant, labour, equipment and materials necessary for the Work of all trades for the prices stated herein in Canadian Funds.

(B) STIPULATED LUMP SUM

The base price includes overhead and profit, insurance, warranties, transportation charges F.O.B. job site with freight prepaid and allowed, and all applicable taxes (except Harmonized Sales Tax, which shall be shown separately).

Base Price: \$ _____

Harmonized Sales Tax: \$ _____

STIPULATED LUMP SUM: \$ _____

(B) PROVIDE THE FOLLOWING ITEMIZED BREAKDOWN (WITHOUT HST)

Items below that do not apply to this project shall be marked “N/A”. The total of all itemized prices shall **SUM TO THE BASE PRICE above.**

Description of Work	Price
Mobilization	\$
Demolition	\$
Architectural	\$
Electrical	\$
Mechanical HVAC	\$
Mechanical: Other	\$
Structural: Concrete	\$
Structural: Steel	\$
Fire Alarm:	\$
Bonding	\$

2. Provide unit prices for the following, based on complete assemblies, including associated hardware, fittings and finishes. Price shall include all markup for overhead and profit, HST excluded.

Description of Work	Unit Price
Demolition of carpet per SQF	\$
Supply and installation of sheet flooring SQF as per specs	\$
Demolition of ACT ceiling SQF	\$
New Drywall ceiling SQF	\$
New ACT as per specs per SQF	\$

3. **SEPARATE PRICES REQUIRED:**

(Not to be included in Sum Total)

Cost of Performance Bond (50% of Bid Price): \$ _____

Cost of Labour and Material Payment Bonds (50% of Bid Price): \$ _____

Renovations of Washrooms as described in Drawings: \$ _____

4. **ALTERNATIVE PRICES**

The following are our prices for Alternative Work listed hereunder. Such Alternative Work and amounts are **NOT** included in our stipulated price.

Item	Manufacturer	Addition	Deduction

5. **PROPOSED SCHEDULE**

START DATE:	
COMPLETION DATE:	
ESTIMATED PROJECT DURATION:	

Note:

Contractor to submit construction schedule in MS Project format, or approved equivalent, within 5 days of award notification.

STATEMENT C

ADDITIONS AND DEDUCTIONS

The valuation of additions to, and deductions from, the Estimated Contract Amount shall be made as follows.

All items and costs thereof shall be all inclusive, in place and complete.

1. The prices in the SCHEDULE FOR BID PRICES AND QUANTITIES shall apply where appropriate.
2. If the prices in SCHEDULE OF BID PRICES AND QUANTITIES are not appropriate, valuation will be made by one of the following methods:
 - a) The Consultant may ask the Contractor for a Lump Sum or Unit Price quotation for the proposed Work.
 - b) If the quotation referred to in (a) above is not accepted by the Owner/Consultant, the actual cost of the Work will be determined as the total of only the following:
 - i. Actual cost of labour, including such items as Workers' Compensation and Unemployment Insurance.
 - ii. Actual cost of materials to be incorporated into the Work, including such items as freight and taxes. H.S.T. to be shown separately.
 - iii. Rental of equipment and plant having a new value greater than \$300.

Whenever extra Work is being performed under subsection (b) above, unit costs for labour, materials and equipment will be agreed to before the Work is started. Reports shall be submitted daily in writing indicating the total chargeable quantities of labour, material and equipment. Valuation of the extra Work being so performed will be made only on the basis of the agreed unit costs and the daily reports certified by the Engineer.

STATEMENT D

LIST OF PROPOSED SUB-CONTRACTORS, SUPPLIERS AND PRODUCTS

As required in the Information to Bidders, the name of each proposed sub-contractor, supplier or product is given in the following list.

If the Bidder proposes to sublet a part of the Work that is not listed below, he shall add the sub-trade and the proposed sub-contractor's name to the list below.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being rejected as an informal Bid.

(If not used, bar and initial the space below.)

Division and Section of Work

Name of Subcontractor

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

Canadian Standard Construction Document CCDC 2-2008, stipulated price contract, is amended as described in this section.

PART I – AMENDMENTS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

GENERAL

- 1.1 These Supplementary Conditions presuppose the use of the Standard Construction Document, CCDC 2-2008 Stipulated Price Contract, including the Agreement between Owner and Contractor, Definitions, and General Conditions GC1 to GC13 inclusive, in full. These Supplementary Conditions void, supersede, modify and/or amend the Agreement between Owner and Contractor, the Definitions, and the General Conditions, as the case may be.
- 1.2 Wherever the Agreement between the Owner and the Contractor, the General Conditions and/or Definitions are referred to in the Contract Documents, it shall be understood that such reference means as amended by these Supplementary Conditions.
- 1.3 In the event of any conflict between the terms and conditions contained herein and any of the Contract Documents, the terms contained in these Supplementary Conditions shall control.

PART II – AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-1 THE WORK

(a) Add new paragraph 1.4 as follows:

- “1.4 Time is of the essence in the Work provided for in the Contract Documents and there will be, on the part of the Owner, considerable monetary damage in the event that the Work provided for in the Contract Documents is not completed by the Contractor within the time fixed for Substantial Performance of the Work, or within the time for which such Substantial Performance of the Work may be extended as provided in the Contract Documents.”.

Add new paragraph 1.5 as follows:

- “1.5 (a) The Contractor represents that in entering into the Contract with the Owner for the performance of the Work, it has either investigated for itself the character of the Work to be done and all local conditions, including, without limitation, underground and over ground utilities, services and structures, or that, not having so investigated, the Contractor has assumed and does hereby assume all risk of conditions (except those which would not, in any event, have been ascertainable by a diligent investigation using the standard of care described at GC3.15.1 prior to the Contractor commencing the performance of the Work) now existing or arising in the course of the Work that might or could make the Work, or any items thereof, more expensive in character, or

more onerous to fulfil than was contemplated or known when the Contract was signed.

- (b) The Contractor may rely upon the accuracy of the all information in respect of the Project as disclosed by the documents and reports provided by the Owner to the Contractor, subject to the qualifications and limitations noted in connection with reliance upon such information.”

ARTICLE A-3 CONTRACT DOCUMENTS

- (a) Under “the following are the Contract Documents referred to in Article A-1 of the Agreement – THE WORK:” add the following:

1. Addenda
2. Tender
3. CCDC 2-2008 Contract
4. The Tender submission by the Bidder

ARTICLE A-5 PAYMENT

- (a) Amend paragraph 5.1, line 3, by inserting “ten” in the first blank in that line. Further amend paragraph 5.1, line 3, by inserting “10” in the second blank in that line.

- (b) Delete paragraph 5.1.2 and replace it with the following:

“.2 upon the later of (i) Substantial Performance of the Work, and (ii) the Working Day following the expiration the holdback period pursuant to the Construction Act, pay to the Contractor the unpaid balance of the holdback amount when due together with such Value Added Taxes as may be applicable to such payment.”.

- (c) Amend paragraph 5.1.3, in the first line, by deleting the words “...the issuance of the...” and replacing them with “...receipt of the Consultant’s...”.

- (d) Delete paragraph 5.2 and substitute the following:

“5.2 In the event of loss or damage occurring during the Contract Time where GC11 insurance proceeds are received by the Owner, the payment shall be made to the Contractor as the Work is completed in connection with such loss or damage in accordance with the directions of the Owner and the Consultant.

- (e) Delete paragraph 5.3.1 in its entirety and insert the following:

“5.3.1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest shall also become due and payable on such unpaid amounts at the rate set out in the Construction Act. Such interest shall be compounded on a monthly basis.”.

(f) Add new paragraph 5.4 as follows:

“5.4 The Contractor shall ensure that their Proper Invoice includes the following information:

1. The contractor’s name, address and HST number.
2. The date of the proper invoice and the period during which the services or materials were supplied.
3. Information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied.
4. A description, including quantity where appropriate, of the services or materials that were supplied.
5. The amount payable for the services or materials that were supplied, and the payment terms.
6. The name, title, telephone number and mailing address of the person to whom payment is to be sent.
7. The Owner’s Name, address and Purchase Order number.

The Contractor shall adhere to the following process prior to submitting their Proper Invoice:

1. Contractor shall submit by email, their draft schedule of values for work performed to the York Project Manager and the Project Consultant (where applicable) for review and approval, which will be reviewed and approved within five (5) business days of receipt.
2. Once York’s Project Manager and the Project Consultant (where applicable) approves the schedule of values, the Contractor shall then submit its Proper Invoice in electronic format to: csbofs@yorku.ca

Notwithstanding any other provision of the Contract but subject to the Construction Act, the Owner and or Consultant, acting reasonably, may decline to approve an application for payment and may withhold a certificate for payment, in whole or in

part (as applicable), to such extent as may be necessary to protect the Owner (who shall thereafter provide a notice of non-payment under the Construction Act, if applicable) from loss because of:

- .1 non-conforming Work,
- .2 claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- .3 failure of the Contractor to make any payment promptly when due to third parties;
- .4 damage to the Work or property of the Owner;
- .5 errors, discrepancies, inconsistencies or irregularities in any application for payment;
- .6 unauthorized deviations by the Contractor from the Contract Documents;
- .7 unsatisfactory prosecution of the Work, or
- .8 failure by the Contractor to provide any document deliverable in accordance with the Contract Documents.

When the Contractor has remedied the cause of the withholding and has furnished evidence satisfactory to the Consultant of such remedy, the amount of the withholding will, subject to A-5.5 below, be paid without interest.”

(g) Add new paragraph 5.5 as follows:

“5.5 Without prejudice to any other right or remedy of the Owner, subject to applicable legislation the obligation of the Owner to make any payment to the Contractor under or in connection with the Contract is subject to the Owner’s right to deduct or set off against any such payment any sum which may be due to the Owner, or to which the Owner has a claim, under the Contract. Without limitation, if the Contractor is in breach or default of any provision of the Contract, or of any provision of any contract with any Subcontractor or Supplier, and, after receiving notice thereof, the Contractor does not within five (5) days of receipt of such notice remedy such default or breach or commence and diligently prosecute the remedy of such breach or default (and in any event remedy such breach or default within 30 days of receipt of such notice, or such other time due to the nature of the breach or default as agreed to by the Owner (in its sole discretion)), the Owner may (but shall not be obligated to) take any measures it considers

reasonably necessary to remedy such default or breach and any sums incurred by the Owner in respect thereof may be deducted from or set off against any amount owing to the Contractor under the Contract”.

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

- .1 Change paragraph 6.1 to read as follows: “*Notices in Writing* between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax or e-mail and addressed as set out below. Such *Notices in Writing* will be deemed to be received by the addressee on the next business day if sent by fax or e-mail after normal business hours or if sent by overnight commercial courier. Such *Notices in Writing* will be deemed to be received by the addressee in the fifth *Working Day* following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.”.

ARTICLE A-9 GENERAL

- (a) Add new ARTICLE A-9 GENERAL as follows:

“ARTICLE A-9 GENERAL

- 9.1 The Contractor shall be an independent contractor in performing its obligations under the Contract. The Contract does not create any agency, partnership, joint venture, fiduciary or other relationship of the Contractor with the Owner other than the relationship of independent contractor. Nothing contained in the Contract shall create any employment or contractual relationship between the Owner (or anyone acting on its behalf) and any Contractor Personnel.
- 9.2 The Contractor shall be solely responsible for the performance of the Work and for any acts or omissions of any Contractor Personnel.
- 9.3 No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, the Owner or the Consultant, any sub-consultants or anyone on their behalf, nor any failure of them to do so, shall relieve the 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 the Contractor requires any review, inspection, comment or approval by any governmental authority, the Owner, or the Consultant, or anyone on their

behalf, any such review, inspection, comment or approval shall not, in any way, reduce or modify any of the Contractor’s obligations under the Contract.

- 9.4 Headings of all articles of the Standard Construction Document, CCDC 2-2008 and of all articles of the specifications are inserted for reference only and do not affect the construction and the interpretation of the *Contract*. Wherever the words “approve”, “permitted”, “instructed”, “required”, “submit” or similar words or phrases are used in the Contract Documents, it shall be understood that they mean, unless the context prescribes otherwise, “approved by the Consultant”, “selected by the Consultant”, “directed by the Consultant”, “permitted by the Consultant”, “instructed by the Consultant” and “submitted to the Consultant”.
- 9.5 Nothing contained in the Contract shall be construed as making the Owner or the Consultant or anyone acting on their behalf, responsible for anything which is the responsibility of the Contractor under the Contract.
- 9.6 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.
- 9.7 The terms of the Contract, which by their nature are continuing, shall survive the termination or other expiration of the Contract.
- 9.8 The parties shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of the Contract.
- 9.9 This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute a single instrument.”

PART III – DEFINITIONS

DEFINITIONS

- (a) Amend Definition 4 by adding the following sentence to the end of that Definition:

“For purposes of the Contract, the terms “Consultant”, “Architect” and “Engineer” shall be considered synonymous.”.

(b) Amend Definition 12 by adding the following sentence to the end of that Definition:

“For purposes of the Contract, the terms “Owner”, “York University”, “York” and the “University” shall be considered synonymous. For the Project, the Owner’s representative, or their designate as may be expressed in writing from time to time. The designate shall also be referred to as the York Representative.”.

(c) Amend Definition 16 by deleting it in its entirety and inserting the following:

“Provide’ means to supply and install and shall be understood to include all labour, materials and services necessary to supply and install complete, the item of Work referred to, unless the context prescribes otherwise. Provide has this meaning whether or not the first letter is capitalized.”.

(d) Delete the definition of Substantial Performance of the Work in its entirety and replace with the following:

Substantial Performance of the Work means when all of the following have occurred:

(a) the Consultant has certified that the Work is substantially performed within the meaning of the *Construction Act* (Ontario);

(b) all Work which has been completed has been performed to the requirements of the Contract Documents, including, without limitation, substantially in accordance with all drawings and specifications therefor and is so certified by the Consultant;

the Contractor has obtained and delivered to the Consultant and the Owner clear inspection reports from all authorities having jurisdiction with respect to any component of the Work which has been completed;

the Contractor shall have prepared and delivered to the Consultant a “punch list” of all items of the Work which are incomplete, outstanding, deficient or defective and remain to be completed or rectified with projected completion dates for each item specified; and

(e) the Consultant shall have reviewed the “punch list” and shall have provided its report to the Owner and the Contractor as to the cost to complete the outstanding items specified therein.”

Delete definition for Work, and insert the following in its place: “The Work means the total construction and related services including, but not limited to, the supply of all materials, products, labour, supervision, services, permits and licences required to complete the Contractor's obligations under the terms and conditions of the Contract Documents.”

Add the following new definitions:

27. **Construction Act**

‘Construction Act’ means the Construction Act (Ontario) (as amended from time to time).

28. **Beneficial Occupancy**

If the Owner requests, and is granted access, to the Construction Site prior to receiving a partial or full occupancy permit from the authorities having jurisdiction, for the purpose of installing Owner provided furniture and equipment or for other such reasons, and prior to achieving Substantial Performance of the Works, then this period shall be termed the ‘Beneficial Occupancy’ period, and shall be governed by the Contractor’s health and safety protocols, and such access shall be coordinated by the Contractor. The use of any such portion of the Project shall not be deemed to be the Owner’s acknowledgement or acceptance of the Work or Project nor shall it relieve the Contractor of any of its obligations under the Contract.

29. **By Others**

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

30. **Contractor Personnel**

‘Contractor Personnel’ means any Subcontractor or Supplier or other person performing or supplying any part of the Work, and any employees or agents thereof, and any employees or agents of the Contractor.

31. **Construction Schedule**

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

32. **Environmental Programs**

‘Environmental Programs’ means all of the Owner’s environmental policies and all environmental requirements applicable to the Project as determined by the Owner.

33. **Force Majeure**

‘Force Majeure’ means any cause, beyond the Contractor’s control, other than bankruptcy or insolvency, lack of funds or other financial cause, which prevents the performance by the Contractor of any of its obligations under the Contract and the

event of Force Majeure was not caused by the Contractor's default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the Contractor. Force Majeure includes Labour Disputes (but only those which are industry-wide and not directed solely at the Contractor or a Subcontractor or solely involving the employees of the Contractor or a Subcontractor), fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, acts of a public enemy, war, riot, epidemic, pandemic, sabotage, blockage embargo, shortage of materials and supplies, lightning, earthquake, abnormally adverse weather conditions or acts of God. Notwithstanding the foregoing, Force Majeure shall not include: (i) weather conditions which (A) could be anticipated by an experienced contractor familiar with constructing projects similar to the Project and/or (B) do not exceed the fifty (50) year severity for that weather condition in the area of the Place of the Work, as determined by, or according to the records of, the Meteorological Service of Canada (or its successors), (ii) any event or circumstance arising from a weather condition described in the immediately preceding clause (i); or (iii) any mechanical, electrical or other breakdown, except where any such breakdown is caused by another event or circumstance which falls within the definition of Force Majeure.

34. **Install**

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

35. **Labour Dispute**

'Labour Dispute' means any lawful or unlawful labour problems, work stoppage, labour disruption, strike (including lockouts decreed or recommended for its members by a recognized contractor's association of which the Contractor is a member or to which the Contractor is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy, whether caused by a failure of the Contractor to comply with the general labour conditions (as described in GC13.1) or not, which does, or might, affect the Work.

36. **Model**

'model' as used throughout this document excludes the meaning of a virtual model developed in building information modelling, whether capitalized or not, unless otherwise noted.

37. **OHSA**

'OHSA' means the Occupational Health and Safety Act (Ontario), as amended, modified, superseded or replaced from time to time.

38. Request for Information

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

39. Reviewed, Instructed, Required, Directed, Permitted, Inspected, Ordered (or similar words or phrases)

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

40. Satisfactory (or similar words or phrases)

Wherever the word ‘satisfactory’ or similar words or phrases are used in the Contract Documents, it means, unless the context provides otherwise, ‘satisfactory to the Owner and the Consultant’.

41. Submittals

‘Submittals’ means documents or items, in paper, solid or digital form, required by the Contract Documents to be provided by the Contractor including, without limit:

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

42. Total Completion

“Total Completion” means the completion of the Work in respect of the Project in accordance with the Construction Documents, including completion of all deficiencies, but excluding warranty works.

43. Work Site

‘Work Site’ means, within the Place of the Work, the area shown on the drawings, or designated by the Consultant, where the Work is to be carried out.”

44. “application for payment” means a “proper invoice” as defined in the Construction Act, and all conditions or other requirements as set out herein *mutatis mutandis*.”

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45. **“Submittals:** *Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor* such as: *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and, As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.”.
- 46 **“Make Good:** *Make Good, Made Good, or Making Good* means to restore new or existing work that has been rejected by the *Consultant*, damaged, cut, or patched. In addition, *Make Good or Making Good* requires the use of materials identical to the original materials, with visible surfaces matching the appearance of the original surfaces in all details, and with no apparent junctions between restored and original surfaces. Where original materials are not available, the *Contractor* shall propose substitute materials for review by the Owner or *Consultant* prior to ordering such materials or commencing *Making Good*. *Making Good* may require replacement of affected work in whole or in part.”.

PART IV – GENERAL CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

a) General

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

b) Under GC 1.1 – CONTRACT DOCUMENTS:

Amend paragraph 1.1.1 by adding after “and services necessary” in the first sentence:

“including the remedying of any defects in the Work in accordance with the Contractor’s warranty obligations”.

c) Further amend paragraph 1.1.1 by adding the following between the first and second sentences:

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

d) Add the following to the end of subparagraph 1.1.2.2: “except where the *Consultant* shall be indemnified as a third-party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.”.

- e) Delete paragraph 1.1.7.1 in its entirety and replace it with the following:
- .1 the order of priority of documents, from highest to lowest, shall be
 - Supplementary Conditions,
 - the Agreement between the Owner and the Contractor,
 - the Definitions,
 - the General Conditions,
 - Division 1 of the Specifications,
 - technical Specifications,
 - material and finishing schedules,
 - the Drawings,
 - Request for Supplier Qualifications and the Contractor's submission thereto,
 - the Request for Proposal (RFP), including all addenda thereto, and
 - the Contractor's submission
- f) Further amend paragraph 1.1.7 by adding subparagraphs 1.1.7.5, 1.1.7.6, 1.1.7.7, 1.1.7.8, and 1.1.7.9 as follows:
- .5 annotations on the Drawings shall govern over the graphic representation of the Drawings.
 - .6 finishes in the room finish schedules shall govern over those shown on the Drawings.
 - .7 Division 01 – General Requirements of the Specifications shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the Specifications.
 - .8 architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the Consultant or its sub-Consultants are to remain with each of the applicable drawing disciplines.

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- .9 fixturing drawing provided by the Owner shall have precedence over architectural drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts.”
- g) Change paragraph 1.1.8 to read as follows: “The *Owner or Consultant* shall provide the *Contractor*, without charge up to one (1) electronic copy of the *Contract Documents* to perform the *Work*. The *Owner or Consultant* will make available electronic construction drawing file(s) for *Contractor* to replicate as required to carry out the *Work*.”.
- h) Delete paragraph 1.1.9 in its entirety and substitute therefor the following:
- “1.1.9 All materials and information including but not limited to contracts, Drawings, Specifications, models, designs, notes, data, computer software, proposals, concepts, reports plans and documentation and all other property and material relating to the development, execution or implementation thereof (including copies of same) (hereinafter collectively referred to as “Property”) produced or acquired by the Contractor in the performance of the Work and all copyright therein and thereto and all patents, trademarks, trade secrets and industrial designs arising therefrom and all other proprietary rights shall be and remain the exclusive property of the Owner, and the Contractor shall not assert any right or establish any claim to such Property under any patent, copyright or other law. The Contractor shall, when requested by the Owner, execute all applications, assignments and other instruments which the Owner deems necessary to ensure that the exclusive right, title and interest in and to all such Property remain with the Owner and shall be the sole and exclusive property of the Owner and which are hereby assigned by the Contractor to the Owner. Without limiting the generality of the foregoing, the Consultant agrees to obtain, in favour of the Owner and the Owner’s successors and assigns, waivers of moral rights pertaining to any Property prepared by consultants or other third parties on behalf of the Contractor and/or the Owner pursuant to this Contract. Such Property are to be used by the Contractor only with respect to the Work and are not to be used on any other work. Such Property is not to be copied or revised in any manner without written authorization of the Owner.”.

GC 2.1 AUTHORITY OF THE CONSULTANT

- a) Amend paragraph 2.1.3 delete the words “against whom the Contractor makes no reasonable objection and” and changing the word “immediately” to “without undue delay”.

GC 2.2 ROLE OF THE CONSULTANT

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- a) Delete the words “progress and quality of the work” in paragraph 2.2.2 and insert “progress and quality of the Work”.
 - b) Add the following to paragraph 2.2.2: “The Contractor shall not be entitled to rely on such inspections as a limitation of its obligations under the Contract Documents.”.
 - c) Delete the words “, except with respect to GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER” in paragraph 2.2.7.
 - d) Add a new sentence to the end of paragraph 2.2.9, to read as follows: “The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and finding made in accordance with paragraphs 2.2.7, 2.2.8, and 2.2.9.”
 - e) Amend paragraph 2.2.13 by adding the following to the end of that paragraph: “If, in the opinion of the Contractor, the Supplemental Instruction involves an adjustment in the Contract Price or in the Contract Time, it shall, within ten (10) Working Days of receipt of a Supplemental Instruction provide the Consultant with a Notice In Writing to that effect. In the event that the Contractor needs additional information to determine whether a Supplemental Instruction involves an adjustment of the Contract Price or in the Contract Time, it may issue a Notice In Writing to the Consultant seeking such additional information. Following receipt of such information, the Contractor shall, within ten (10) Working Days of receipt of such additional information provide the Consultant with the Notice In Writing described in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the Supplemental Instruction by the Contractor without adjustment in the Contract Price or Contract Time.”.
 - f) At paragraph 2.2.14, delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance”.
 - g) Add new paragraphs 2.2.19 as follows:

“2.2.19 The Specifications are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the Contract Documents will be construed to place responsibility on the Consultant to settle disputes among Subcontractors and Suppliers in respect to such divisions.”
 - h) Insert a new paragraph, numbered 2.2.20, to read as follows: “Verbal instructions and amendments, regardless of their source, will not be binding to the *Contract*.”.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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- a) Amend paragraph 2.3.2 by deleting “reasonable notice” and replace with “48 hours’ notice”.
 - b) In the first line of paragraph 2.3.5 after “Consultant”, add “or the Owner”.
 - c) Add a new paragraph 2.3.8 as follows:

“2.3.8 The undertaking of periodic site review by the Consultant or Owner and their employees and agents shall not be construed as supervision of actual construction, nor make them responsible for providing a safe place for work. Such reviews, or lack thereof, shall not give rise to any claims by the Contractor in connection with construction means, methods, techniques, sequences and procedures, nor in connection with construction safety at the Place of the Work, responsibility for which belongs exclusively to the Contractor.”.

- d) Add new paragraph 2.3.9 as follows:

“2.3.9 Where standards of performance are specified and the Work does not comply with such specified standard of performance, the deficiency in the Work shall be corrected as directed by the Consultant. Subsequent testing to ensure that the standard of performance has been attained (including retesting by Owner), shall be carried out at the Contractor’s expense and does not form part of the cost of the Work and shall not extend Contract Time.”

GC 2.4 DEFECTIVE WORK

- a) Insert a new paragraph, numbered 2.4.1.2, to read as follows: “The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.”.

- b) Add new paragraph 2.4.4 as follows:

2.4.4 The correction of defective Work shall be at the Contractor’s expense. The Contractor shall rectify, in a manner acceptable to the Consultant, all defective or deficient Work, whether or not specifically identified by the Consultant, and the Contractor shall prioritize the correction of any such Work so as not to interfere with, or derogate from, the construction schedule. The Owner reserves the right to contract out uncompleted deficiencies if same have not been completed within a reasonable amount of time, as determined by the Consultant, without prejudice to any other right or remedy and without affecting warranty period.”.

- c) Add new paragraph 2.4.5 as follows:

“2.4.5 Neither acceptance of the Work by the Consultant or the Owner, nor any failure by the Consultant or the Owner to identify, observe or warn of defective Work or any deficiency in the Work shall relieve the Contractor from the sole responsibility for rectifying such defect or deficiency at the Contractor’s sole cost”.

GC 2.5 CONFIDENTIALITY

a) Add new GC 2.5 CONFIDENTIALITY as follows:

“GC 2.5 CONFIDENTIALITY

2.5.1 Throughout the term of the Contract, and for a period of 3 years thereafter, the Contractor will protect the confidentiality of all proprietary and confidential information of the Owner that is disclosed to it. The Contractor shall not, except as is required to carry out its obligations, duties, responsibilities or liabilities under the Contract, divulge any confidential information communicated to or acquired by it in the course of carrying out its obligations, duties, responsibilities or liabilities under the Contract. No confidential information shall be used by the Contractor on any other project without the prior written approval of the Owner (which approval may be arbitrarily withheld). The Contractor shall not have any proprietary rights to or interest in the confidential information, nor shall the Contractor have any right to license such information to any Subcontractor, Supplier or other third party. The term “confidential information” as used herein shall mean all information which the Contractor receives, either directly or indirectly, from the Owner or from the Consultant, except:

- .1 information which the Contractor can demonstrate is, at the time of disclosure, already known to the Contractor;
- .2 information which, at the time of disclosure, is or thereafter becomes a part of the public domain through no act or omission on the part of the Contractor; and
- .3 information which is disclosed to the Contractor by a third party without a covenant of confidentiality.

2.5.2 The Contractor may disclose the confidential information to those Contractor Personnel to whom disclosure is required for the performance of their respective responsibilities, duties, obligations and liabilities under the Contract. The Contractor shall require such Contractor Personnel to treat such information as confidential and not to disclose such information to any person other than in accordance with the terms of the Contract.

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- 2.5.3 The Contractor covenants and agrees that the confidentiality covenant contained herein shall survive the termination or discharge of the Contract and extend for a period of 3 years following the date of such termination or discharge.”

GC 3.1 CONTROL OF THE WORK

- a) Add a new paragraph 3.1.3 as follows:

“3.1.3 “Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the Owner or *Consultant* through a request for information (RFI) and obtain written instructions from the Owner or *Consultant* before proceeding with any part of the affected work.”.

- b) Add new paragraph 3.1.4 as follows:

“3.1.4 All work, means, methods, techniques and procedures shall be performed in strict compliance with current OHSA and other applicable legislation as it relates to health and safety of Work Site, personnel, occupants, and public.”.

- c) Add new paragraph 3.1.5 as follows:

“3.1.5 The Contractor agrees that it shall fully comply with any policies or procedures of the Owner which are relevant to the activity of the Contractor to be performed under the Contract. The Contract further agrees that it will use reasonable efforts to inquire from the Owner if such policies or procedures exist for any activity of the Contractor to be performed under the Contract. The Owner agrees that it will use reasonable efforts to communicate to the Contractor policies or procedures it may have relevant to such activities.”.

Add new paragraphs 3.1.6 and 3.1.7 as follows:

“3.1.6 The Contractor confirms that the Contract Price includes all necessary allowances and contingencies in respect of construction means, methods, techniques, sequences, and procedures in GC 3.1.2 (together, “**Construction Methods**”) in connection with COVID-19 and the COVID-19 pandemic, including in respect of physical distancing, personal protective equipment

and management of its supply chain. Accordingly, the Contractor accepts all risks arising with COVID-19 and has no entitlement to any change in the Contract Price or any additional Contract Time arising out of or in connection with the impact of the COVID-19 on the Work as at the date of the Contract.

3.1.7 If at any time after the date of Tender close, there is a material change in the *Construction Methods* relating to:

.1 the elimination of special COVID-19 *Construction Methods* at the *Place of the Work*,

.2 a material increase in restrictions involving COVID-19 *Construction Methods* at the *Place of the Work* that involve (a) a 50% or greater reduction in the number of *Contractor* personnel at the *Place of the Work* from the number immediately prior to the introduction of the increased restrictions; and (b) the expectation of new delays in supply chains and access to the *Place of the Work*,

the *Owner* shall, after consultation with the *Contractor*, issue a Change Order reflecting a reduction or increase (as the case may be) in the *Contract Price* arising from the change in *Construction Methods*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

a) Delete paragraph 3.2.1 in its entirety and replace with the following:

3.2.1 The Owner reserves the right to award separate contracts in connection with such other parts of the Project as are not already awarded to this Contractor or to other contractors or for performing with its own force.

b) Delete GC 3.2.2.1 and substitute the following: “cause the Owner’s other contractors or the Owner’s own forces to comply with the instructions of the Contractor relating to coordination and scheduling of the activities and work of such contractors or the Owner’s own forces with the Work of the Contract.”

c) Delete GCs 3.2.2.2, 3.2.2.4 and 3.2.2.5 entirely.

d) Delete paragraph 3.2.3.2 and replace it with the following:

“3.2.3.2 co-ordinate and schedule the activities and work of other contractors and Owner’s own forces with the Work of the Contractor;”.

e) Add a new paragraph 3.2.3.4 as follows:

“3.2.3.4 Subject to GC9.4 CONSTRUCTION SAFETY, for the Owner’s own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and construction safety legislation of the Place of the Work, including all the responsibilities of the “constructor” under OHSA.”

f) Add GCs 3.2.7, 3.2.8 and 3.2.9 as follows:

“3.2.7 Entry by the Owner's own forces or by other contractors does not mean acceptance of the Work and does not relieve the Contractor of its responsibilities to complete the Contract.

“3.2.8 The placing, installation and connection of work by the Owner's own forces or by other contractors on and to the Work performed by the Contractor does not relieve the Contractor of its responsibility to provide the specified warranties.

“3.2.9 The Contractor shall afford any other contractor’s reasonable cooperation and opportunity to deliver and store materials at the Place of the Work.”

GC 3.3 TEMPORARY WORK

a) Add the following to GC 3.3.2: “Registered professional engineering personnel shall effect and maintain insurance to protect themselves from claims arising out of the performance of professional services provided to this Contract, and shall indemnify and hold harmless the Contractor, the Owner and the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings brought by third parties that arise out of, or are attributable to the registered professional engineer’s performance of professional services. Professional liability insurance shall have a minimum limit of liability of \$1,000,000 in respect of each claim and shall be maintained throughout the duration of the Contract plus a minimum period of 2 years after the date of Substantial Performance of the Work.”

GC 3.4 DOCUMENT REVIEW

a) Delete paragraph 3.4.1 and replace it with the following:

“The Contractor and his Subcontractors shall examine the Contract Documents carefully and shall promptly report through the Contractor to the Consultant any error, inconsistency or omission he may discover. Such examination by the Contractor and Subcontractors shall be to the best of his knowledge as reasonably expected by his trade or function, information and belief, and shall include coordination and communication with related trades so as to ensure the completeness of the entire

Work to its useful intent. If either the Contractor or his Subcontractors do discover any error, inconsistency or omission in the Contract Documents, he shall not proceed with the Work affected until he has received corrected or missing information from the Consultant. The Owner shall not be required to accept any additional costs or damages resulting from such errors, inconsistencies or omissions that could have been reasonably determined by such examination prior to tender close.”

b) Add new paragraphs 3.4.2 and 3.4.3 as follows:

“3.4.2 Errors, inconsistencies and/or omissions in the Drawings and/or Specifications which do not allow completion of the Work of the Contract shall be brought to the Consultant’s attention prior to the execution of the Contract by means of an RFI.

“3.4.3. Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the Drawings or in the Specifications to labour and/or Products that are required or normally recognized within respective trade practices as being necessary for the complete execution of the Work. The Contractor shall not use subsequent RFIs, issued during execution of the Work, to establish a change and/or changes in the Work pursuant to Part 6 – CHANGES IN THE WORK.”

GC 3.5 CONSTRUCTION SCHEDULE:

- a) Change paragraph 3.5.1.1 to read as follows: “prepare and submit to the *Owner* and the *Consultant*, within 5 calendar days of *Contract* award, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*.”.
- b) Insert a new paragraph, numbered 3.5.1.4, to read as follows: “Include information relating to the dates for submission and return of *Shop Drawings* required under GC 3.10 SHOP DRAWINGS, as part of the above requirements.”.
- c) Insert a new paragraph, numbered 3.5.1.5, to read as follows: “Maintain an updated copy of the construction schedule at the *Place of the Work* at all times.”.

GC 3.6 SUPERVISION:

- a) Add a new sentence to the end of paragraph 3.6.1, to read as follows: “The appointed representative and necessary assistants shall not be changed without the *Owner’s* prior approval in writing.”

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- b) Delete paragraph 3.6.2 in its entirety and replace it with the following:
- “3.6.2 The supervisor, and any project manager appointed by the Contractor, shall represent the Contractor at the Place of the Work and shall have full authority to act on written instructions given by the Consultant and/or the Owner or the Owner’s representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the Contractor and both the supervisor and any project manager shall have full authority to act on behalf of the Contractor and bind the Contractor in matters related to this Contract.
- c) Insert a new paragraph, numbered 3.6.3, to read as follows:
- “3.6.3 Prior to commencement of the *Work* at the *Place of the Work*, confirm to the *Consultant*, the list of names of the appointed representative, supervisors, and necessary assistants.
- d) Insert a new paragraph, numbered 3.6.4, to read as follows:
- “3.6.4 The appointed representative and necessary assistants shall devote their time exclusively to the *Work* of this *Contract* and shall remain at the *Place of the Work* during working hours.”.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS:

- a) Delete the words “if requested by Owner,” and delete the last sentence of paragraph 3.7.2 and add the following: “The Owner may raise an objection to hire an Subcontractor and/or Supplier within 15 days of receipt of the list of Subcontractors and Suppliers as provided by the Contractor with a written notification to the Contractor stating the reasons thereof and require the Contractor to employ one of the other subcontract bidders. Should the Owner fail to raise its objection within the stated 15 days, approval for the list of Subcontractors and suppliers will be deemed to have been given. The Contractor agrees not to change Subcontractors without the written consent of the Owner, such consent not to be unreasonably withheld.”
- b) Delete paragraph 3.7.3 and add the following: “Intentionally deleted”
- c) Add a new paragraph 3.7.5 as follows:
- “3.7.5 Where provided in the Contract, the Owner may assign to the Contractor, and the Contractor agrees to accept, any contract procured by the Owner for Work or services required on the Project that has been pre-tendered or pre-negotiated by the Owner.”.

d) Add a new paragraph 3.7.6 as follows:

“3.7.6 The Contractor shall be fully responsible to ensure that all Subcontractors and Suppliers are familiar with and perform all activities and supply all products in accordance with the OHSA and other applicable legislation. The Owner reserves the right to terminate the Contract should either Supplier or Subcontractor fails to comply with any law, regulation, practice or procedure as determined by current health and safety legislation. The Contractor shall not be eligible for any claims resulting from non-compliance of Suppliers and Subcontractors.”.

e) Add a new paragraph 3.7.7 as follows:

“3.7.7 The Contractor will, immediately upon delivery of a written notice issued by the Owner or Consultant, remove from the Work any person working, or attempting to work, on (or in respect of) the Work, and the Contractor will indemnify and save harmless the Owner in connection with any costs or damages suffered in connection with such removal.

GC 3.8 LABOUR AND PRODUCTS:

a) Delete paragraph 3.8.1 in its entirety and replace it with the following:

“3.8.1 Except as otherwise expressly provided in the Contract Documents, the Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat including winter heat, light, power, transportation, parking and other facilities and services necessary for the performance of the Work in accordance with the Contract. The Contractor represents and warrants that the Products provided for in accordance with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the Products to seizure and/or removal from the Place of the Work.”

b) Delete paragraph 3.8.2 and replace it with the following:

“3.8.2 Unless the Contract Documents stipulate otherwise, Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (also known as TSSA) and all governmental authorities having jurisdiction at the Place of the Work, unless otherwise specified. Products which are not specified shall be of a quality consistent with those specified

and their use approved by the Consultant. In addition to GC 13.2, Products brought on to the Place of the Work by the Contractor shall be deemed to be the property of the Owner, but the Owner shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said Product shall be at the sole risk of the Contractor.

Substitutes will be permitted only when submitted in sufficient time to permit proper investigation by the Consultant and when, after such investigation, the Consultant approves them, in writing. When requesting approval for the use of substitutes, the Contractor shall include in its submission any effect that the substitution may have on the Contract sum and must provide to the Consultant written approval from all authorities having jurisdiction with respect to the proposed substitutions.”

- c) Amend paragraph 3.8.3 by adding the words “agents, Subcontractors and Suppliers” after the word “employees” toward the end of line one.
- d) Also with respect to paragraph 3.8.3, add three new sentences to the end of this paragraph which read as follows:

“Without in any way limiting the generality of the foregoing, the Contractor shall prepare and implement the job site rules more particularly described in the tender documents. If no job site rules are described in the tender documents, the Contractor shall draft job site rules for the review and approval of the Owner. Any such job site rules prepared by the Contractor shall be consistent with the Contractor’s duties and obligations under the OHS Act and shall also include provisions making smoking and the consumption of alcohol or non-prescription drugs on the Project site the subject of discipline proceedings and/or termination of employment.

- e) Add new paragraphs 3.8.4 to 3.8.11, inclusive, as follows:

“3.8.4 Upon receipt of a written notice from the Consultant, the Contractor shall dismiss from the Place of the Work tradesmen and labourers whose Work is unsatisfactory to the Consultant or who are considered by the Consultant to be unskilled or otherwise objectionable.

3.8.5 The Contractor shall not employ any persons on the Work whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the Work. Any costs arising from Labour Disputes, as a result of the employ of any such person by the Contractor, its Subcontractor or Suppliers shall be the sole expense of the Contractor.

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- 3.8.6 The Contractor shall comply with the General Labour Conditions and shall also cooperate with the Owner and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the Work at the Place of the Work, including cooperation to attempt to avoid Work stoppages, trade union jurisdictional disputes and other Labour Disputes.
- 3.8.7 Prior to performing any work or procedure likely to result in abnormally high temperatures or utilizing open flame, a hot work permit and approval must be obtained from the Owner. To obtain such, a minimum of 2 calendar days' prior written notice is required. The Contractor shall make its application for such permit through the Owner's representative.
- 3.8.8 The Contractor shall give the Owner's representative a minimum of 7 calendar days' notice in writing for service interruptions, including, but not limited to, electrical, steam, domestic water, air, and gas. A shorter notification period for minor service isolation may be arranged depending on the nature of the service, in the sole discretion of the Owner.
- 3.8.9 The Contractor shall ensure that its forces, and all subcontractors and agents employed by the Contractor shall be suitably identified as such. The Contractor acknowledges that York Security Services may at any time request that such identification be provided when such persons are present on York property, and shall instruct its employees to comply accordingly.
- 3.8.10 The Owner reserves the right at any time to require the Contractor to provide criminal background checks on any person employed at the Place of the Works, at the sole expense of the Contractor.
- 3.8.11 The Contractor shall use, install and handle all manufactured materials, equipment and appliances in strict accordance with manufacturer's directions and instructions."
- f) Insert a new paragraph, numbered 3.8.12 to read as follows:
- 3.8.12 The Contractor is responsible for the safe on-site storage of Products and their protection (including products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the products to be supplied by the Owner.

GC 3.9 DOCUMENTS AT THE SITE

- a) Delete paragraph 3.9.1 in its entirety and replace it with the following:
- 3.9.1 The Contractor shall keep one copy of the current Contract Documents, Supplemental Instructions, Contemplated Change Orders, Change Orders, Change Directives, RFIs, RFI responses, Health and Safety Log, Cash Allowance Disbursement Authorizations, reviewed Shop Drawings, Submittals, reports and records of meetings at the Place of the Work, in good order and available to the Owner and Consultant.”.
- b) Insert a new paragraph numbered 3.9.2, to read as follows:
- 3.9.2. “The Contractor, upon completion of the contract shall provide the Owner and/or Consultant a complete copy of such documents as outlined or referred in 3.9.1 in both electronic and hard copy format.

GC 3.10 SHOP DRAWINGS

- a) Add the words “AND OTHER SUBMITTALS” to the Title after the words SHOP DRAWINGS”.
- b) Add the words “and other Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.3, 3.10.4, 3.10.5, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11
- c) Change paragraph 3.10.3 to read as follows: “Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*.”.
- d) Delete paragraph 3.10.12 in its entirety and replace with the following:
- “3.10.12 The Consultant will review and return Shop Drawings and Submittals in accordance with the Schedule agreed upon in 3.10.3, or, in the absence of such a schedule, with reasonable promptness. If, for any reason, the Consultant cannot process the Shop Drawings and/or Submittals within the agreed-upon schedule or within ten (10) working days or such longer period as may be reasonably required and as agreed with the Owner and Consultant.”
- e) Add new paragraphs 3.10.13 to 3.10.17, inclusive, as follows:
- 3.10.13 Reviewed Shop Drawings or other Submittals shall not authorize a change in the Contract Price and/or the Contract Time.

3.10.14 The Contractor shall prepare a schedule for the submission of Shop Drawings and other Submittals acceptable to the Owner and the Consultant prior to the first application for payment. A draft of the proposed Submittals schedule shall be submitted by the Contractor to the Consultant and the Owner for approval. The draft schedule shall clearly indicate the phasing of Shop Drawings submissions.

3.10.15 The Contractor shall not use the term “by Others” on Shop Drawings or other Submittals. The related trade, Subcontractor or Supplier shall be stated.

3.10.16 Certain Specifications sections require the Shop Drawings to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the Place of the Work and shall have expertise in the area of practice reflected in the Shop Drawings.” Any professional fees associated with such work shall be the responsibility of the Contractor.

GC 3.11 USE OF THE WORK

a) Add new paragraph 3.11.3 as follows:

3.11.3 If storage or other areas are required for the Work in addition to the Work Site, the Contractor shall be responsible for making arrangements to obtain the additional areas and for making permit, rental or other payments that may be required for such purpose.”.

GC 3.13 CLEANUP

a) Add new paragraphs 3.13.4 and 3.13.5 as follows:

3.13.4 Clean up during construction and the final cleaning of the Place of the Work is further specified in the Specifications, Section 01 74 00 Cleaning. Without derogating from any other applicable requirements of the Contract Documents, the Contractor’s obligations under the Contract with respect to the removal and disposal of all waste products and debris shall be performed in an environmentally appropriate manner, in conformity with all applicable York University, municipal, provincial and federal laws, ordinances, rules, regulations and codes.

3.13.5 In the event that the Contractor fails to remove waste and debris as provided in this GC 3.13, then the Owner or the Consultant, may give the Contractor twenty-four (24) hours’ written notice to meet its obligations respecting clean up. Should the Contractor fail to meet its obligations pursuant to this GC 3.13 within the twenty-four (24) hour period next following delivery of the notice,

the Owner may remove such waste and debris and deduct from payments otherwise due to the Contractor, the Owner's costs for such clean up, including a reasonable markup for administration."

GC 3.14 OCCUPANCY OF THE WORK

a) Add a new GC3.14 as follows:

3.14 OCCUPANCY OF THE WORK

3.14.1 The Owner reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the Project even though the Work may not have reached Substantial Performance of the Work, provided that such taking possession and use will not interfere, in any material way, with the progress of the Work, provided that a full or partial occupancy permit has been issued by the Authorities Having Jurisdiction. The taking of possession or use of any such portion of the Project shall not be deemed to be the Owner's acknowledgement or acceptance of the Work or Project nor shall it relieve the Contractor of any of its obligations under the Contract.

3.14.2 Whether the Project contemplates Work by way of renovations in buildings which will be in use or be occupied during the course of the Work or where the Project involves Work that is adjacent to a structure which is in use or is occupied, the Contractor, without in any way limiting its responsibilities under this Contract, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate dust, mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures."

3.14.3 The Owner may request, and the Contractor may grant a period of Beneficial Occupancy, the activities performed thereunder to be defined in a working document between the two parties, and describing the involvement of 3rd parties, as the case may be. The Owner shall be responsible for the costs of any incremental security that may be applicable to the Owner's interests. The Contractor shall co-operate in all respects to provide accommodation and safe access to the premises or portions thereof which the Owner may require, prior to completion of the Contract, at no cost to the Owner."

GC 3.15 CONTRACTOR STANDARD OF CARE

a) Add a new General Condition, numbered GC 3.15 as follows:

3.15 CONTRACTOR STANDARD OF CARE

- 3.15.1 In performing this Contract, the Contractor shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services on similar projects in a first class and expeditious manner. The Contractor acknowledges and agrees that throughout this Contract, the Contractor’s obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The Contractor shall exercise the same standard of care in respect of any Products, personnel or procedures which it may recommend to the Owner or employ on the Project.”

GC 3.16 PERFORMANCE BY CONTRACTOR:

- a) Add a new General Condition, numbered GC 3.16, as follows:

3.16 PERFORMANCE BY CONTRACTOR”.

- 3.16.1 Insert a new paragraph, numbered 3.16.1, to read as follows: “In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor’s* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.”.

- 3.16.2 Insert a new paragraph, numbered 3.16.2, to read as follows: “The *Contractor* further represents, covenants and warrants to the *Owner* that:”.

- 3.16.2.1 Insert a new paragraph, numbered 3.16.2.1, to read as follows: “The personnel it assigns to the *Project* are appropriately experienced;”.

- 3.16.2.2 Insert a new paragraph, numbered 3.16.2.2, to read as follows: “It has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner’s* approval, in the event of death, incapacity, removal or resignation.”.

GC 3.17 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

- a) Add a new General Condition 3.17 as follows:

3.17 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

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

GC 3.18 OWNER’S RIGHT TO SUSPEND

- a) Add a new General Condition 3.18 as follows:

3.18.1 The Owner may instruct the Contractor to suspend Work or any part of it upon Notice in Writing: (i) at the Owner’s discretion, for not more than 7 consecutive days; or (ii) if the Owner, acting reasonably, considers that continuation with the Work will materially and detrimentally impact the Work, the Owner’s operations or the Project, or (iii) if the Contractor is materially in breach of its obligations under the Contract. The Owner shall suspend under only for so long as Owner reasonably considers necessary, or in respect of (iii) above, so long as it takes the Contractor to rectify the breach. The Contractor shall re-commence the suspended part of the Work promptly upon Notice in Writing from the Owner. If the Owner’s suspension arises as a result of:

- .1 the Contractor’s breach of the Contract, the Contractor shall have no claim against the Owner for any increase in the Contract Price or any extension to the Contract Time arising out of or in connection with the suspension; or
- .2 a cause other than the Contractor’s breach of the Contract, the Contractor will be entitled to claim its actual costs reasonably and necessarily incurred and arising directly out of the suspension, and an extension to the Contract Time to the extent the suspension can be shown to have affected the critical path for achieving Substantial Performance of the Work on the Construction Schedule.”

GC 4.1 CASH ALLOWANCES

- a) Delete paragraph 4.1.3 in its entirety and substitute the following:
- 4.1.3 Expenditures under cash allowances shall not be made until authorized by the Owner through the Consultant.”.
- b) Delete paragraph 4.1.4 in its entirety and replace it with the following:
- 4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant’s direction, in consultation with the Owner, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit.”.
- c) Delete paragraph 4.1.5 in its entirety and replace it with the following:
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.”.
- d) Delete paragraph 4.1.7 in its entirety and replace it with the following:
- 4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the Construction Schedule, that items called for under cash allowances and items that are specified to be Owner purchased and installed or hooked up are required at the Place of the Work to avoid delaying the progress of the Work.”.
- e) Add new paragraph 4.1.8 as follows:
- 4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, which are to be paid for from cash allowances. At a minimum, the Contractor shall be cognizant of the Owner’s procurement policies in such matters, and remain compliant with such policies as they relate to the call for competitive bids.”.

PART V PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- a) Delete GC 5.1 in its entirety and insert “Intentionally deleted.”

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT:

- a) The *Contractor* must ensure they are registered with QCSolver, (www.qcsolver.com). Failure to remain in good standing in QCSolver will result in non-payment. Interest will not be payable to the Contractor in instances where the Contractor has failed to meet this requirement.
- b) All Proper Invoices must include the PO Number, Project Title and **Project Coordinator** or a designate assigned, in addition to the conditions noted in ARTICLE A.5 – PAYMENT.
- c) Amend paragraph 5.2.3 by deleting the words “Products delivered to the Place of the Work” in the first and second lines and substituting “Products delivered and incorporated into the Work, less the amount of all previous payments claimed” and by adding the following to the end of that paragraph: “No amount claimed shall include Products delivered to the Place of the Work unless the Products are free and clear of all security interest, liens, and other claims of third parties.”
- d) Amend paragraph 5.2.7 to read as follows: “Applications for payment for *Products* manufactured but not yet delivered to the Place of the Work will not be considered. Applications for payment for Products delivered to the Place of the Work but not yet incorporated into the Work, provided such Products are Project specific and cannot readily be used elsewhere, may be considered for payment on an individual basis and shall be supported by such evidence as the Owner or Consultant may reasonably require to establish the value and delivery of the Products. Such products shall remain at the risk of the Contractor notwithstanding the title has passed to the Owner pursuant to GC13.1 OWNERSHIP OF MATERIALS.
- e) Add new paragraphs 5.2.8, 5.2.9, 5.2.10 and 5.2.11 as follows:
- 5.2.8 The Contractor shall submit with each application for payment after the first, a Statutory Declaration, on an original form of CCDC Document 9A-2001, stating that all accounts for labour, subcontracts, Products, Construction Equipment and other indebtedness which may have been incurred by the Contractor and for which the Owner might in any way be held responsible have been paid in full up to the previous invoice, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.2.9 With each application for progress payment after the first application, the Contractor shall submit to the Owner or Consultant, evidence of compliance with workers’ compensation legislation at the place of work, including payments due thereunder.

5.2.10 Submit a current construction schedule and submittal schedule with each application for payment.”.

5.2.11 The Owner or *Consultant* shall not issue a certificate of payment as described under paragraph 5.3.1 if the *Contractor’s* application for payment is not accompanied by all of the documents described by GC 5.2.”

- f) Add new paragraph, numbered 5.2.13, to read as follows: “Before final inspection is completed and before applying for release of holdback, the Contractor shall submit to the Owner/Consultant:”.
- g) Insert a new paragraph, numbered 5.2.13.1, to read as follows: “all specified written guarantees, bonds, records, certificates and maintenance and operation manuals (including instructions to the Owner's staff in the operation of any plant or equipment);”.
- h) Insert a new paragraph, numbered 5.2.13.2, to read as follows: “a statement from the Workplace Safety and Insurance Board of Ontario (WSIB) stating that all assessments from such Board have been paid in full;”.
- i) Insert a new paragraph, numbered 5.2.13.3, to read as follows: “a statement that all payments required by law for Income Tax Deductions, Unemployment Insurance, Vacation Pay, etc., have been duly made in full; and”.
- j) Insert a new paragraph, numbered 5.2.13.4, to read as follows: “an acceptable statutory declaration of the Contractor to the effect that the work is complete and all labour, material, work and services have been paid in full and that no liens do or can exist with respect to work.”.

GC 5.3 PROGRESS PAYMENT

- a) Delete paragraph 5.3.1.3 in its entirety and replace it with the following:

5.3.1.3 the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – PAYMENT on or before the earlier of:

 - (i) 35 calendar days after the date of the application for payment or such earlier period as required pursuant to the Construction Act, or
 - (ii) 20 Working Days after the date of the certificate for payment issued by the Consultant.”.
- b) Add new paragraph 5.3.3 as follows:

5.3.3 If the Contractor fails to provide the statutory declaration as required by paragraph 5.2.8 or evidence of compliance with workers' compensation legislation as required by GC 10.4 – WORKERS' COMPENSATION, the Owner, at its option and discretion, shall deduct from amounts otherwise payable to the Contractor an amount sufficient to cover any liability which it might incur as a result of the Contractor's failure. The time period set out in paragraph 5.3.1.3 will commence upon receipt of a complete application for payment as required by paragraphs 5.2.8 and 5.2.9."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- a) In paragraph 5.4.1 delete the word "establish" in the fourth line and replace it with "recommend to the Owner whether" and add "has been achieved" at the end of the sentence.
- b) Delete paragraph 5.4.2.2 in its entirety and replace with the following:
- 5.4.2.2 state in a certificate the date that the Work or designated portion thereof is substantially performed in accordance with paragraph (a) of the definition of "Substantial Performance of the Work" and issue a copy of that certificate to each of the Owner and the Consultant."
- c) Amend paragraph 5.4.3 by adding the following sentence at the end of the paragraph: "Immediately following the issuance of a certificate of Substantial Performance of the Work, the Contractor shall publish the Certificate in the manner provided in the Construction Act failing which publication, the Owner shall be at liberty to publish and back charge the Contractor for its reasonable costs for doing so."
- d) Add a new paragraph 5.4.4, 5.4.5, 5.4.6-as follows:
- 5.4.4 For the purpose of the Consultant determining the achievement and the date of Substantial Performance of the Work in accordance with paragraphs 5.4.1 and 5.4.2.2, that determination shall be made in accordance with the provisions of this paragraph 5.4.4. Following the delivery by the Contractor to the Consultant of the list of items for correction or completion under paragraph 5.4.1 (the "**Punch List**") Consultant shall, within the time period set out in paragraph 5.4.2 either: (i) accept the Punch List; or (ii) reply to Contractor with objections to the Punch List for both the parties to review and mutually decide upon. Contractor shall commence completion of the Punch List items and/or repair tasks for the Work without delay on receipt of Consultant's certificate of Substantial Performance, and shall complete all tasks within a reasonable time from the day of commencement of completion of such Work.

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- 5.4.5 Consultant shall estimate the cost to the Owner to complete the items on the Punch List and the Owner shall be entitled to hold back from the payment otherwise due on Substantial Performance two hundred per cent (200%) of such amount (the “Punch List Holdback”). If for any reason the Contractor has not been able to complete all the outstanding Punch List items within 60 days of the date of Substantial Performance, the Owner may proceed to complete any of the Punch List items and to reimburse itself for such costs out of the Punch List Holdback amount. Once all of the Punch List items have been completed to the satisfaction of the Owner, the amount of the Punch List Holdback, less any amount reimbursed to the Owner, shall be paid to the Contractor within 10 days.
- 5.4.6 Upon completion of all tasks in the Punch List, as specified in paragraph 5.4.5 above, Contractor shall deliver a notice of total performance of the Work or the designated portion of work, as the case may be, to Consultant.
- 5.4.7 The Contractor acknowledges that the Submittals described in this paragraph 5.4.4 are critical to the Owner’s use, occupancy and maintenance of the Project and agrees to make such Submittals to the Owner, before or after applying for the payment described in paragraph 5.4.1, as follows:
- .1 submit to the Consultant, with its application for payment, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, Shop Drawings, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other materials or documentation required by the Contract, except for as-built or record drawings;
 - .2 with respect to record or as-built drawings, the Contractor shall submit full and complete record or as-built drawings to the Consultant within 45 days of the issuance of the certificate of Substantial Performance of the Work and the Owner shall be at liberty to withhold from amounts otherwise payable to the Contractor an amount which is equal to 2% of the Contract Price, provided that such amount shall in no case be less than \$2,000 or more than \$10,000, such amount to serve as security for the obligation of the Contractor to deliver such record or as-built drawings within the time described in this paragraph 5.4.7.2. Should the Contractor fail to deliver the record or as-built drawings within such 45-day period, the Owner shall be at liberty to employ the funds withheld to retain a third party to prepare such record or as-built drawings.

5.4.8 Without limiting the rights of the Owner under paragraph 3.2.5, upon Substantial Performance of the Work, the Owner shall be entitled to take complete possession of the Work and the Contractor's access to, or continuing presence at, the Work Site shall be for the sole purpose of achieving final completion of the Work and performing its obligations under the Contract which arise subsequent to Substantial Performance of the Work (including the Contractor's obligations under GC 12.3 – WARRANTY); provided that, without derogating from the Owner's rights contained in this Contract, such access or continuing presence, shall not unnecessarily interfere with the use or operation of the Project by the Owner, and the Contractor, in completing its obligations under the Contract, shall, at its own cost, take all reasonable measures to minimize the effect thereof on such use or operation.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK:

- a) In paragraph 5.5.1.1, insert “statutory” before the word “holdback”.
- b) Amend paragraph 5.5.1.2 by adding the following at the end of the paragraph:

“In addition to the foregoing, the Contractor shall supply to the Owner through the Consultant the following:

- (i) a statutory declaration from each Subcontractor confirming that all accounts have been paid by it under its Subcontract except for statutory holdbacks properly retained and that all warranties will be through Contractor for Work done by the Contractor and its Subcontractors;
- (ii) letter of good standing from the Workers' Compensation Board on behalf of the Contractor and each Subcontractor;
- (iii) a letter from the Contractor acknowledging that each Subcontract is totally complete and confirming its full acceptance of responsibility of such work; and

all other documents as are required under this Contract with respect to the performance of the Work.”.

- c) Add the following after the end of paragraph 5.5.2: “The Contractor acknowledges that in no event shall the holdback shall be released in advance of Substantial Performance of the Work.”
- d) Add paragraph 5.5.2A as follows: “A reserve fund may be retained by the Owner to secure the completion of the Work and correction of deficiencies (other than the

delivery of as-built or record drawings or BIM Models, retention in respect of which is provided for in paragraph 5.4.4.2) , the amount of such reserve fund to be equal to 200% of the Consultant’s reasonable estimate of the cost of such completion or correction.”

- a) Delete paragraph 5.5.3 in its entirety and insert “Intentionally deleted.”.
- b) Delete paragraph 5.5.5 in its entirety and insert “Intentionally deleted.”.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK:

- a) Delete GC 5.6 in its entirety and insert “Intentionally deleted.”.

GC 5.7 FINAL PAYMENT:

- a) Amend paragraph 5.7.4, delete the words “no later than 5 calendar days” and replace them with “on or before the later of 35 calendar days after the date of the application for final payment or 15 Working Days, or such earlier period as required under the Construction Act”.

GC 5.8 WITHHOLDING PAYMENT:

- a) In paragraph 5.8.1, insert the words “Subject to applicable lien legislation and paragraph 4.2.2,” at the beginning of the paragraph and change the word “If” to lower case “if”.
- b) Amend 5.8.1 by adding to the end thereof after the word “work” the words “and to adequately protect the Owner from claims”.
- c) Add a new paragraph 5.8.2 as follows:

“5.8.2 Without limiting any other rights or remedies of the Owner under the Contract or at law, the Owner may reject an application for payment or withhold payment in whole or in part (subject to the terms of the Construction Act) of any amount applied for by the Contractor, including but not limited to amounts to offset a previous payment on account of the Contract Price because of subsequently discovered evidence, to such extent as may be necessary to protect the Owner, as the case may be, from loss on account of:

- .1 defective or damaged Work, or damage to the Project caused by the Contractor, not remedied;

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- .2 Subcontractor, Supplier and third-party claims relating to the Work filed against the Owner or reasonable evidence indicating probable filing of claims;
 - .3 failure of the Contractor to make payments to the Subcontractors or Suppliers without justification;
 - .4 failure of the Contractor to make payments to the Workplace Safety and Insurance Board of the Province of Ontario or similar body for which the Owner may be found liable;
 - .5 a reasonable doubt that the Work can be completed by the Contractor for the balance of the Contract Price not yet claimed;
 - .6 evidence of financial difficulty or prospective dissolution of the Contractor or of its inability to fully perform the Work;
 - .7 failure of the Contractor to achieve Substantial Performance of the Work within the Contract Time; or
 - .8 significant failure by the Contractor to prosecute the Work in accordance with the Contract.”

PART VI CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES:

- a) Amend paragraph 6.1.2 by adding the following to the end of that paragraph:

“This requirement is of the essence and it is the express intention of the parties that any claims by the Contractor for a change in the Contract Price and/or Contract Time shall be barred unless there has been strict compliance with PART VI CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this Contract or a claim for any extension of the Contract Time.”
- b) Add a new paragraph, numbered 6.1.3, as follows:

“The Contractor agrees that changes resulting from construction coordination including but not limited to site surface conditions, site coordination, Subcontractor

and Supplier coordination are included in the Contract Price and shall not entitle the Contractor to claim in addition to the Contract Price in relation to coordination.”

GC 6.2 CHANGE ORDER:

- a) Amend paragraph 6.2.1 by adding the following to the end of that paragraph:
- “The Contractor recognizes that extensions to Contract Time may not be acceptable to the Owner, and accepts to propose alternate solutions in such cases.”
- b) Add new paragraph 6.2.3 as follows:
- “6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the Owner:
- .1 by estimate and acceptance of a lump sum.
 - .2 by unit prices established in the Contract or subsequently agreed upon. Unit Prices shall include overhead, profit, and other reasonable charges of the Contractor and shall be the total cost to the Owner. Adjustment to the Contract Price shall be based on a net quantity difference from the original quantity.
 - .3 by the actual costs of the amount, net of all credits, of time, materials and Products expended:
 - (i) by a Subcontractor, without mark-up of materials and Products utilized in the change, plus the Subcontractor’s mark-up disclosed in the table below which applies to material and Product costs only;
 - (ii) by the Contractor, without mark-up of materials and Products utilized in the change, plus the mark-up disclosed in the table below which applies to material and Product costs only;
 - (iii) the Contractor shall be entitled to the Contractor mark-up in the table below on the value of Subcontractor Work even where the Subcontractor is not entitled to a mark-up on its labour charge:

Change in the Contract Price	Subcontractor Mark-Up (%) (includes overhead and profit)	Contractor Mark-Up (%) On Subcontractor Work (includes overhead and profit)
\$0 to no more than \$25,000	10	5
\$25,000 to no more than \$50,000	10	5
in excess of \$50,000	5	5

Interpretive Note: The mark-ups disclosed in the above table are flat not graduated. For example, a Subcontractor performed change valued at \$35,000 attracts a mark-up of 10% for the Subcontractor and 5% for the Contractor. The table is not intended to provide one set of mark-ups for the first \$25,000 of the change and a lower set of mark-ups for the balance.

- .4 where the Contractor self performs a change pursuant to paragraph 6.2.3.3(2), it shall be entitled to the mark-ups described in the “Subcontractor Mark-Up (%)” column above, subject to the limitation on the mark-up of labour costs described in paragraph 6.2.3.3(2); and
- .5 the mark-ups described in paragraph 6.2.3.3 cover all general expenses, overhead costs and profit in relation to the change, including, but not limited to, all necessary supervision, project management, general account items, general clean-up, small tools, as-built and record Drawings, BIM updating (if applicable), and warranty. Additional bonding cost is excluded from the mark-ups but may be included as a cost, using the value declared for bonding by the Contractor in its bid to the Owner, unless otherwise agreed by the parties.”

GC 6.3 CHANGE DIRECTIVE:

- a) Further amend paragraph 6.3.6.3 by adding the following to the end of that paragraph:
 “Such allowance for overhead and profit shall be as described in paragraphs 6.2.3.3 and 6.2.3.4.”
- b) Delete paragraph 6.3.7.1 in its entirety and replace it with the following:

6.3.7.1 salaries, wages and benefits paid to personnel in the direct employ of the Contractor, applying the labour rates set out in the wage schedule in the Contract Documents or as otherwise agreed in writing between the Owner and Contractor, for personnel

- .1 carrying out the Work, including necessary supervisory services;
- .2 [intentionally left blank]; or
- .3 engaged in the preparation of Shop Drawings, fabrication drawings, coordination drawings and project record or as-built Drawings.”

c) Add new paragraph 6.3.14 as follows:

“6.3.14 Without limitation, the cost of performing the Work attributable to the Change Directive does not include and shall not be recoverable by the Contractor:

- .1 head office salaries and benefits and all other overhead or general expenses, except only for the salaries, wages and benefits of personnel described in paragraph 6.3.7.1 and the contributions, assessments or taxes referred to in paragraphs 6.3.7.2;
- .2 capital expenses and interest on capital;
- .3 general clean-up, except where the performance of the Work in the Change Directive causes specific additional clean-up requirements;
- .4 wages paid for field supervision of Subcontractors;
- .5 wages, salaries, rentals, or other expenses that exceed the rates that are standard in the locality of the Place of the Work that are otherwise deemed unreasonable by the Consultant;
- .6 any costs or expenses attributable to the negligence, improper work, deficiencies, or breaches of contract by the Contractor or Subcontractor; and
- .7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the Owner.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

a) Delete paragraph 6.4.1 and replace it with the following:

6.4.1.1 The Contractor confirms that, prior to tendering the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in GC3.15.1, given the amount of time provided between the issue of tender documents and the actual closing of tenders.

6.4.1.2 If the Contractor has not conducted such careful investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the Work which could make the Work more expensive or more difficult to perform than was contemplated at the time the Contract was executed. No claim by the Contractor will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the Contract.”

b) Amend paragraph 6.4.2 by adding a new first sentence which reads as follows:

“Having regard to paragraph 6.4.1, if the Contractor believes that the conditions of the Place of the Work differ materially from those reasonably anticipated, differ materially from those indicated in the Contract Documents or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall notify the Owner and Consultant in writing no later than five (5) Working Days after the first observation of such conditions. The conditions are not to be disturbed until such time that all parties have the opportunity to observe the conditions.”

c) Amend the existing second sentence of paragraph 6.4.2, in the second line, following the word “materially” by adding the words “or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1.”

d) Delete paragraph 6.4.3 and substitute the following:

6.4.3 If the Consultant makes a finding pursuant to paragraph 6.4.2 that no change in the Contract Price or the Contract Time is justified, the Consultant shall report in writing the reasons for this finding to the Owner and the Contractor and all costs associated with the investigation and delay in project completion shall be at the Contractor’s expense.”

GC 6.5 DELAYS:

a) Delete paragraph 6.5.1 in its entirety and insert the following:

6.5.1 If the Contractor is delayed in the performance of the Work by any proven direct act or omission of the Owner or the Consultant, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant recommends in consultation with the Contractor and the Owner, except in circumstances when addition of Contract Time is unacceptable to the Owner, in which case the Consultant and the Contractor shall propose an alternate solution. The Contractor shall be reimbursed by the Owner for reasonable direct costs incurred by the Contractor as a result of such delay, but excluding any consequential, indirect or special damages and subject to, and in accordance with, the provisions of paragraph 6.5.5. If the Owner is delayed in receiving Substantial Performance of the Work from the Contractor by the date specified A1.3 of this Contract, as amended from time to time in accordance with this Contract, or by an action or omission of the Contractor, or anyone employed or engaged by the Contractor directly or indirectly, contrary to the provisions of the Contract Documents, then the Owner shall be reimbursed by the Contractor for reasonable costs incurred by the Owner as the result of such delay and the Owner may retain and set-off such reimbursement amounts from progress payments to the Contractor, the value of such amounts and the change in Contract Time shall be determined in the first instance by the Consultant (except in circumstances when addition of Contract Time is unacceptable to the Owner, in which case the Consultant and the Contractor shall propose an alternate solution).”.

b) Delete paragraph 6.5.2 and replace it with the following:

“6.5.2. If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly and has not arisen in connection with an event of Force Majeure, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs actually and directly incurred by the Contractor as the result of such delay.”.

c) Delete paragraph 6.5.3 and replace it with the following:

6.5.3 If the Contractor is delayed in the performance of the Work by Force Majeure, then the Contract Time shall be extended the time lost as a result of the event causing the delay. The extension of time shall not be less than the time

lost as a result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from a breach of the Contract by the Owner.”.

d) Delete the first sentence of paragraph 6.5.4 and insert as follows: “No extension shall be made for delay unless Notice in Writing of the cause of delay and the claim is submitted to the Consultant not later than five (5) Working Days after the commencement of the delay.”.

e) Delete paragraph 6.5.5 in its entirety and insert the following:

6.5.5 The Contractor shall not be entitled to any extension of Contract Time or to any compensation in respect of any delay referred to in this GC 6.5, or to any extension of Contract Time in respect of any delay referred to in this GC 6.5, unless the Contractor is able to demonstrate that:

- .1 the Contractor has taken all reasonable steps required to mitigate the effect of the delay and using the standard of care referred to in GC 3.15.1 could not have prevented or avoided the delay;
- .2 the delay has an adverse impact on the ability of the Contractor to complete any critical path activity in accordance with the construction schedule; and
- .3 in respect of a delay referred to in paragraph 6.5.1, the delay is predominantly attributable to a breach, fault or act or omission referred to in such paragraph.”.

(f) Add new paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:

6.5.6 The Contractor shall be responsible for the care, maintenance and protection of the Work in the event of any suspension of construction as a result of the delay described in this GC6.5. In the event of such suspension, the Contractor shall be reimbursed by the Owner for the reasonable costs incurred by the Contractor for such protection, but excluding the costs of the Contractor’s head office personnel, for such care, maintenance and protection. The Contractor’s entitlement to costs pursuant to this paragraph 6.5.6, if any, shall be in addition to amounts, if any, to which the Contractor is entitled pursuant to paragraph this GC6.5.

6.5.7 Without limiting the obligations of the Contractor described in GC3.2 or GC9.4, the Owner may, by notice in writing, direct the Contractor to stop the

Work where the Owner determines that there is an imminent risk to the safety of persons or property at the Place of the Work. In the event that the Contractor receives such notice, it shall immediately stop the Work and secure the site. The Contractor shall not be entitled to an extension of the Contract Time or to an increase in the Contract Price unless the resulting delay, if any, would entitle the Contractor to an extension of the Contract Time or the reimbursement of the Contractor's costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.

- 6.5.8 In the event of a legal strike or walk-out by any party at the Place of the Work, the Owner reserves the right to instruct the Contractor not directly affected by the strike or walk-out, to suspend further progress of the Work. The suspension shall be limited to the period of such legal strike or walk-out and the Contractor shall only be entitled to an extension of Contract Time for that duration but not entitled to payment for costs incurred as a result thereof.

If the legal strike or walk-out by any party on the Project continues, the Owner reserves the right to terminate the Contract in its entirety with 24 hours written notice to the Contractor and invoke the provisions of GC 7.1."

PART VII DEFAULT NOTICE

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

- a) In paragraph 7.1.1 insert in the first line after the word "assignment" the words "or a proposal".
- b) Further amend paragraph 7.1.1 by adding the following sentence to the end of that paragraph:—"Further, if the Contractor has, at any time, caused the Owner, in the Owner's sole judgment, to have any health or safety concerns, the Owner may, without prejudice to any other right or remedy the Owner may have, terminate the Contractor's right to continue with the Work, by giving the Contractor Notice in Writing to that effect."
- c) Amend paragraph 7.1.2 by adding the words: ", fails or neglects to maintain the schedule provided pursuant to GC3.5," immediately following the word "properly" in line one and insert after the word "degree" in the second line the following: ", including without limit the failure of the Contractor to pay its Subcontractors, Suppliers or others on a timely basis,".
- (d) Amend paragraph 7.1.4.2 to add after "or terminate the Contract" the words: "and deduct the costs to correct the default.".

(e) Amend paragraph 7.1.5.3, fourth line, after the word “WARRANTY” by inserting the following: “and all other costs incurred by the Owner as a result of such termination” and in paragraph 7.1.5.3 in the fourth line after the word “Work” insert the following: “including expenses”.

(f) Add new paragraph 7.1.7 as follows:

7.1.7 Notwithstanding any other provisions relating to the Owner's rights to terminate this Contract, this Contract may be terminated by the Owner whenever the Owner shall determine that such termination is in the best interests of the Owner. Any such termination shall be effected by delivery to the Contractor of a notice of termination, specifying the date upon which such termination becomes effective, provided that such termination shall not become effective until five (5) Working Days after the notice is deemed to have been received. The Owner's entitlement to so terminate the Contract shall be absolute and unconditional and exercisable by the Owner in its sole discretion. In the event of any such termination the Contractor shall only be entitled to payment of the following amounts (without duplication of any items):

- .1 that portion of the Contract Price relating to the Work performed prior to the termination date;
- .2 loss sustained upon Products; and
- .3 Subcontractor and Supplier cancellation costs reasonably incurred by the Contractor as the result of such termination provided the Contractor has substantiated such costs to the Owner's reasonable satisfaction after the Owner has reviewed the details thereof.

The Contractor shall not be entitled to any additional reimbursement on account of any such termination, notwithstanding any other provision of the Contract Documents, and in no event shall the Owner be liable to the Contractor for any loss of anticipated profits or loss of opportunity as a result of such termination. The Contractor's obligation under the Contract as to quality, correction, and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.”.

g) Add new paragraph 7.1.8 as follows:

7.1.8 If the Owner terminates the Contract or the Contractor's right to continue with the Work in accordance with any of the provisions of this GC 7.1, the Contractor shall, upon the written request of the Owner, execute such documents and take such other action as the Owner may reasonably require

to effectively assign the Contractor’s interest in any of the contracts with Subcontractors or Suppliers (as well as its interest in any performance bond, labour and material bond or other a)security held by the Contractor in respect of any such contracts) as may be designated in such request per the direction of the Owner. Each contract of the Contractor with a Subcontractor or Supplier, and each such bond or other security, shall, by its terms, provide for such right of assignment.”.

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

- a) Delete paragraph 7.2.2 in its entirety.
- b) Delete paragraph 7.2.3.1 and replace it with “Intentionally deleted.”.
- c) Delete paragraph 7.2.3.3 and replace it with the following: “the Owner fails to pay the Contractor when due the amounts certified by the Consultant or awarded by arbitration or a Court, except where the Owner has a bona fide claim for set-off, or...”
- d) In paragraph 7.2.3.4 delete the words: “, except for GC 5.1 FINANCING INFORMATION REQUIRED BY THE OWNER,”.
- e) In paragraph 7.2.5 delete the words “the default is not corrected” and replace with “if the correction of the default is not commenced”.
- f) Add a new paragraph 7.2.6 as follows:

7.2.6 If the Contractor terminates the Contract under the conditions described in this GC7.2, the Contractor shall be entitled to be paid for all Work performed to the date of termination. The Contractor shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on Products and Construction Equipment. The Contractor shall not be entitled to any recovery for any loss of anticipated profits or loss of opportunity as a result of such termination or any special, indirect or consequential losses.”

- g) Add new paragraph 7.2.7 as follows:

7.2.7 This GC7.2 shall not apply in the case of withholding of certificates and/or payments because of the Contractor’s failure to pay all claims promptly or because of the registration or notice of liens against the Owner’s property, until such claims and liens are discharged or vacated pursuant to the Contract.”.

PART VIII DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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- a) Amend paragraph 8.1.3 by adding the words “provided that all such costs are to be limited to those permitted in GC 6.2 – CHANGE ORDERS.” to the end of the paragraph.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION:

- a) Amend paragraph 8.2.1 by adding the words “ (the “Rules”), subject to amendments to the Rules permitted by this Contract,” following the term “Construction Disputes” in line 1.
- b) Amend paragraph 8.2.4 by adding the words “...subject to any amendments to the Rules made as described in paragraph 8.2.1”, following the words “Construction Disputes” in the last line.
- c) Delete paragraph 8.2.6 and replace it with the following:

8.2.6 If the Owner gives the notice described in paragraph 8.2.6 to have a dispute resolved by arbitration, the Contractor agrees that this paragraph 8.3.2.2 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 as otherwise resolved between the parties. In no event shall the Contractor be deprived of its right to enforce its lien against the Project should the Owner fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this paragraph 8.3.2.2 shall prevent the Contractor from taking the steps required by the Construction Act to preserve and/or perfect a lien to which it may be entitled.”..

- d) Amend paragraph 8.2.7 by changing the number “10” in line 1 to “20”.

- e) Insert a new paragraph, numbered 8.2.9,

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:”.

8.2.9.1 Insert a new paragraph, numbered 8.2.9.1, to read as follows: “a copy of the notice of arbitration;”.

8.2.9.2 Insert a new paragraph, numbered 8.2.9.2, to read as follows: “a copy of Supplementary Conditions 8.2.9 to 8.2.14 of this *Contract*, and;”.

8.2.9.3 Insert a new paragraph, numbered 8.2.9.3, to read as follows: “any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration”.

f) Add a new paragraph, numbered 8.2.10, as follows:

8.2.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the *Consultant*:”.

8.2.10.1 Insert a new paragraph, numbered 8.2.10.1, to read as follows: “has a vested or contingent financial interest in the outcome of the arbitration;”.

8.2.10.2 Insert a new paragraph, numbered 8.2.10.2, to read as follows: “gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;”.

8.2.10.3 Insert a new paragraph, numbered 8.2.10.3, to read as follows: “agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6; and,”.

8.2.10.4 Insert a new paragraph, numbered 8.2.10.4, to read as follows: “agrees to be bound by the arbitral award made in the arbitration.”.

g) Add a new paragraph, numbered 8.2.11, as follows:

8.2.11 “If an election is made under paragraph 8.2.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.”.

h) Add a new paragraph, numbered 8.2.12, as follows:

8.2.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.2.10 to become a full party may:”.

Insert a new paragraph, numbered 8.2.12.1, as follows:

8.2.12.1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.2.10, and,”.

8.2.12.2 Insert a new paragraph, numbered 8.2.12.2, to read as follows:
“make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.”.

- i) Insert a new paragraph, numbered 8.2.13, to read as follows: “The provisions of paragraph 8.2.9 shall apply *mutatis mutandis* to written notice to be given by the *Consultant* to any sub-consultant.”.
- j) Insert a new paragraph, numbered 8.2.14, to read as follows: “In the event of notice of arbitration given by the *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.”.

GC 8.3 RETENTION OF RIGHTS

- a) Renumber paragraph 8.3.2 as paragraph 8.3.2.1 and add a new paragraph 8.3.2.2 as follows:

“8.3.2.2 If the Owner gives the notice described in paragraph 8.2.6 to have a dispute resolved by arbitration, the Contractor agrees that this paragraph 8.3.2.2 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 as otherwise resolved between the parties. In no event shall the Contractor be deprived of its right to enforce its lien against the Project should the Owner fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this paragraph 8.3.2.2 shall prevent the Contractor from taking the steps required by the Construction Act to preserve and/or perfect a lien to which it may be entitled”.

PART IX PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY:

- a) Amend paragraph 9.1.1.1 by adding the following words at the end of that subparagraph:

“...which were not prepared by the Contractor and which errors the Contractor could not reasonably have discovered applying the standard of care described in paragraph 3.14.1 to its review of the Contract Documents;”.

- .1 Add a new paragraph 9.1.5 as follows:

“9.1.5 Without limiting the generality of this GC 9.1, the Contractor shall prevent excessive amounts of dust and noise from resulting from the Work. The amount of dust and noise that is excessive shall be determined by the Owner acting reasonably. The Contractor shall pay for all measures taken to control dust and noise except as otherwise provided in this Contract.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES:

(a) Delete GC 9.2 in its entirety and replace it as follows:

“9.2.1 The Contractor acknowledges that the Place of the Work contains hazardous or toxic substances as set out in the environmental reports and geotechnical reports provided by the Owner (the “Environmental and Geotechnical Reports”). Without limitation to the foregoing and notwithstanding anything to the contrary, the Contractor shall as part of the Work hereunder, dispose of, store or otherwise render harmless all hazardous or toxic substances encountered at the Place of the Work, regardless of whether or not such hazardous or toxic were identified in the Environmental and Geotechnical Reports, present at the Place of the Work prior to the Contractor commencing the Work, or otherwise brought on to or generated by the Contractor in the performance of the Work hereunder.

If the Contractor discovers toxic or hazardous substances at the Place of the Work on or after the commencement of the Work which are not described in, or properly inferable, readily apparent or readily discoverable from the Environmental and Geotechnical Reports, then the Contractor shall give Notice in Writing to the Owner and the Consultant before taking any action to dispose of, store or otherwise render harmless such toxic or hazardous substances. The Consultant will promptly investigate the conditions of the Place of the Work. If the Consultant determines that the conditions would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE. If the Consultant determines that the existence, release or generation of such toxic or hazardous substances were:

- .1 within the actual knowledge of the Contractor, any Subcontractor or those for whom Contractor is responsible at law, upon commencing the Work;
- .2 described in, or was properly inferable, readily apparent or readily discoverable from, the Environmental and Geotechnical Reports;

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- .3 (directly or indirectly) caused by the Contractor, any Subcontractor or those for whom it is responsible at law; or
- .4 worsened as a result of Contractor, any Subcontractor or those for whom Contractor is responsible at law, failing to comply with its obligations under this Agreement, including without limitation, the obligations to comply with applicable law and the Environmental Programs,
- the Contractor shall be solely responsible for any increase in the cost to complete the Work, including any remediation costs, and no increase in the time to perform the Work shall be applied.
- 9.2.2 The Contractor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances at the Place of the Work.
- 9.2.3 The Contractor, Subcontractors and those that they are responsible for shall not bring onto the Place of the Work any toxic or hazardous substances except as required in order to perform the Work. The Contractor shall ensure that all hazardous and toxic substances and equipment handled, used or stored at the Place of the Work are kept in accordance with and are disposed of in accordance with all laws and regulations that are applicable at the Place of the Work.
- 9.2.4 The Contractor shall, at its sole cost and expense, comply with all laws and regulations from time to time in force relating to toxic and hazardous substances and the protection of the environment and shall immediately give written notice to the Owner and the Consultant of the occurrence of any event at the Place of the Work constituting an offense thereunder or being in breach thereof. Upon the happening of such event, the Contractor shall, at its sole cost and expense, promptly remove all toxic and hazardous substances caused by such event from the Place of the Work in a manner which conforms with all laws and regulations governing the removal of the same and remediate any damage to the Place of the Work caused by such event.
- 9.2.5 The Contractor shall indemnify and hold harmless the Owner, the Consultant and their respective representatives, partners, officers, directors, agents and employees from and against any and all liabilities, costs, expenses, actions and claims whatsoever which may be commenced against or suffered by the Owner, the Consultant and their respective representatives, partners, officers, directors, agents and employees or which they may sustain or incur as a result of the

release, existence and/or use of toxic or hazardous substances at the Place of Work.

9.2.6 Without limiting its other obligations under this GC9.2, the Contractor acknowledges that its obligations under the Contract include compliance with the Environmental Programs. The Contractor acknowledges that the Owner may suffer loss and damage should the Contractor fail to comply with the Environmental Programs and agrees to indemnify and hold harmless the Owner with respect to any loss or damage to which the Owner is exposed by the Contractor's failure to comply. The Contractor expressly agrees that such loss and damage shall be included within the scope of the Contractor's indemnity described in GC12.1.1.

9.2.7 The Contractor acknowledges that should it fail to comply with this GC 9.2, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of GC7.1.

GC 9.4 CONSTRUCTION SAFETY

a) Delete paragraph 9.4.1 in its entirety and replace it with the following:

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

b) Add new paragraphs 9.4.2, 9.4.3, 9.4.4, and 9.4.5 as follows:

9.4.2 Prior to the commencement of the Work, the Contractor shall submit to the Owner:

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

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- 9.4.3 Notwithstanding any limitations described in the Contract, the Contractor agrees to indemnify and save harmless the Owner, its representatives, agents, officers, directors, employees, Consultant, successors and assigns from and against the consequences of any and all safety infractions committed by the Contractor under OHSA, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the Owner is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
- 9.4.4 The Owner, acting reasonably, shall have the right to order the Contractor to remove from the Project any representative or employee of the Contractor, Subcontractor(s) or Supplier(s) who, in the opinion of the Owner, are a detriment to the Project. Such persons shall be replaced by the Contractor in a timely fashion to the satisfaction of the Owner, as the case may be, at no cost to the Owner.”
- 9.4.5 The Owner shall have the right to terminate the contract should the Contractor fail to comply with the current OHSA and other applicable legislation as it relates to health and safety of the Work Site, personnel, occupants, and public.”.

GC 9.5 MOULD:

- a) Delete “and pay for” from paragraph 9.5.1.3 and add “, which will be paid for jointly by the Owner and the Contractor” after “determine such matters”.
- B) Delete paragraph 9.5.3.3 in its entirety and replace it with the following:
- 9.5.3.3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor, the expert referred to in paragraph 9.5.1.3, and the Owner. If, in the reasonable opinion of the Consultant, the Contractor has been delayed in performing the Work and/or has incurred additional direct costs under paragraph 9.5.1.2, the Owner shall reimburse the Contractor for the reasonable direct costs incurred as a result of the delay and as a result of taking those steps, and...”
- c) At paragraph 9.5.3.4: add “and the *Consultant*” after “*Contractor*”.

PART X GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

a) Amend paragraph 10.1.2 by adding the following sentence at the end of the existing paragraph: “For greater certainty, the Contractor shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the Owner shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes.”.

b) Add new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 as follows:

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

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

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

10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the Contractor shall not be treated as a tax or customs duty for purposes of this GC10.1.”.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES:

a) Delete paragraph 10.2.3 in its entirety and replace with the following:

“10.2.3 Except for those referred to in paragraph 10.2.2, the Contractor shall be responsible for the procurement of all necessary approvals and building permits, and all permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work. The Contract Price includes the cost of these approvals, building permits, permits, licences, inspections, and certificates, and their procurements.”

- .1) Amend paragraph 10.2.5 by deleting the first sentence of such paragraph and replacing it with the following: “The Contractor shall be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the Work.”
 - .2) Further amend paragraph 10.2.5 by adding the following to the end of the second sentence: “...and no further Work on the affected components of the Contract shall proceed until these changes to the Contract Documents have been obtained by the Contractor from the Consultant.”
 - .3) Further amend paragraph 10.2.5 by adding the following sentence to the end of the paragraph, as amended: “The Contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The Contractor shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code.”
- b) Amend paragraph 10.2.7 by adding before the comma after “affect the cost of the Work”: “and do not arise in connection with an event of Force Majeure”.
- c) Add the following new paragraphs 10.2.8 to 10.2.11, inclusive, as follows:
- 10.2.8 The Contractor shall be responsible for and shall correct at its expense any of the Work which is not in compliance with the applicable laws, ordinances, rules, regulations or codes relating to the Work, and shall bear costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations or codes. The Contractor acknowledges that should it fail to comply with this paragraph 10.2.7, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of GC7.1.2.
- 10.2.9 In the event the Owner suffers loss or damage as a result of the Contractor’s failure to comply with paragraph 10.2.5 or as a result of paragraphs 10.2.6

and 10.2.7, notwithstanding any limitations described in the Contract, the Contractor agrees to indemnify and to hold harmless the Owner and the Consultant from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the Contractor.

10.2.10 The Contractor shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the Work, as installed, conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the Owner's occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the Work, in the event that such governmental authorities furnish such certificates.

10.2.11 Where requirements of the Contract Documents exceed the minimum standards detailed in the laws and regulations of authorities having jurisdiction, the Contractor shall perform the Work in strict accordance with the additional requirements of the Contract Documents.”.

GC 10.4 WORKERS' COMPENSATION:

a) Delete paragraph 10.4.1 and insert the following:

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

PART XI INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

.1 Substitute paragraph 11.1.1 with the following:

Without restricting the generality of GC 12.1 – IDEMNIFICATION, the Contractor shall provide, maintain, and pay for the insurance coverages listed below unless stipulated otherwise. The insurance shall be maintained continuously from the commencement of the Work to completion of the Contract.

.1 General Liability Insurance:

.1 The *Contractor* shall take out and maintain, with an insurance company acceptable to the *Owner*, comprehensive general liability insurance for a limit of not less than \$10,000,000 per occurrence covering all liability for injuries to and death of a person or persons and for damage to property, including the property of the *Owner*, which may arise from any of the *Contractor's*

operations (or from the operations of any or all Subcontractors). Such insurance shall include or be included by endorsement coverage the following:

- .1 contingent employer's liability;
 - .2 products and completed operations twenty four (24) months
 - .3 licensed or unlicensed industrial machines, cranes, winches, etc. unless insured under the automobile insurance, if applicable;
- .2 Exclusions pertaining to any of the following operations to be performed by the *Contractor* are to be deleted: shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work;
 - .3 Owned and non-owned automobile liability insurance in respect of licensed vehicles for a limit of not less than \$5,000,000 inclusive per occurrence for liability for bodily injury, death and damage to property including accidental benefits;
 - .4 Each policy shall provide that 30 days prior written notice be given to the *Owner* before any policy is suspended, altered or terminated. The *Contractor* shall at all times during the continuance of this Contract, insure equipment, automobiles and tools, owned, used or leased by the *Contractor* or for which the *Contractor* is liable;
 - .5 The *Contractor* shall produce a certificate or certificates of insurance in a form acceptable to the *Owner* before commencing any work under the Contract and shall, upon request, furnish the *Owner* with a certified copy of the insurance policies;
 - .6 The *Owner* reserves the right to cancel this Contract at any time if the *Contractor* fails to carry and keep in full force and effect such insurance, and shall be entitled to holdback all amounts payable to the *Contractor* until any and all claims for loss or damage are fully paid and satisfied; and
 - .7 Each Subcontractor performing any work on the Contract shall be covered by its own or the *Contractor's* insurance to the extent and under the conditions set out in the above paragraphs.
- .2 Property Insurance:

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- .1 The *Contractor* shall take out and maintain, at the *Contractor's* expense, an All-Risk Policy with the *Owner* as Additional Insured.
 - .3 Professional Liability (Errors & Omissions) Insurance:
 - .1 The policy limit shall not be less than \$1,000,000 for each claim and \$2,000,000 in the aggregate which limits will be dedicated to the project and will remain in effect for a minimum period of two (2) years following Substantial Performance of the Work;
 - .4 Contractor's Waiver:
 - .1 The *Contractor* hereby waives its right of recovery against the *Owner* (including subsidiary and affiliated companies), its board, trustees, employees, consultants, and their employees for any loss of or damage to property intended for or used in the construction, erection, installation and assembly of the completed works of this Contract for which the *Owner* has provided insurance with the exception only of shipment or conveyance of any loss to property in transit regardless of origin for which the *Contractor* shall purchase insurance or otherwise provide coverage as specified.
 - .5 Contractors' Equipment Insurance:
 - .1 "All risks" contractors' equipment insurance covering construction machinery and equipment used by the *Contractor* for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. The policies shall be endorsed to provide the *Owner* with not less than thirty (30) days notice in writing in advance of cancellation, change, or amendment restricting coverage.

GC 11.2 CONTRACT SECURITY:

- .1 Insert a new paragraph, numbered 11.2.3, to read as follows: "The *Contractor* shall provide a performance bond, and a labour and materials payment bond, each issued by a bonding company acceptable to *Owner* and licensed to issue such instruments in the *Place of the Work*, in the amounts and forms as follows:"
 - .1 Insert a new paragraph, numbered 11.2.3.1, to read as follows: "Amount of performance bond shall be equal to not less than 50% of the *Contract Price*."

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- .2 Insert a new paragraph, numbered 11.2.3.2, to read as follows: “The form of performance bond shall be Canadian Standard Construction Document CCDC 221.”.
 - .3 Insert a new paragraph, numbered 11.2.3.3, to read as follows: “Amount of Labour and material payment bond shall be equal to not less than 50% of the *Contract Price*.”.
 - .4 Insert a new paragraph, numbered 11.2.3.4, to read as follows: “The form of Labour and material payment bond shall be Canadian Standard Construction Document CCDC 222.”.
- .2 Insert a new paragraph, numbered 11.2.4, to read as follows: “The bonds provided in accordance with paragraph 11.2.3 shall guarantee the faithful performance of the *Contract* in accordance with the *Contract Documents* including the requirements for warranties provided for the GC 12.3 WARRANTY, and the payment of all obligations incurred in the event of the *Contractor’s* default, including, but not limited to the following:”.
- .1. Insert a new paragraph, numbered 11.2.4.1, to read as follows: “The payment of legal, accounting, architectural, engineering and other *Consultant’s* expenses incurred by the *Owner* in determining the extent of *Work* executed and any additional *Work* required as a result of the interruption of the *Work*, and its completion.”.
 - .2. Insert a new paragraph, numbered 11.2.4.2, to read as follows: “The payment of additional expenses to the *Owner* in the form of security guard services, light, heat, power, loss of use of premises, and other related costs, payable over the period between the default of the *Contract* and completion of the *Work*.”.
- .3 Insert a new paragraph, numbered 11.2.5, to read as follows: “Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the *Owner* for and against costs and expenses (including legal and *Consultant* services and court costs) arising out of or as a consequence of any default of the *Contractor* under this *Contract*.”.
- .4. Insert a new paragraph, numbered 11.2.6, to read as follows: “The *Contractor* shall be responsible for notifying the surety company of any changes made to the *Contract* during the course of construction.”.
- .5 Insert a new paragraph, numbered 11.2.7, to read as follows: “The premiums for any other bonds required by the *Contract Documents* shall be included in the *Contract Price*.”.

- .6 Insert a new paragraph, numbered 11.2.8, to read as follows: “Should the *Owner* require additional bonds by the *Contractor* or any of his *Subcontractors*, after the receipt of bids for the *Work*, the *Contract Price* shall be increased by all costs attributable to providing such bonds. The *Contractor* shall promptly provide the *Owner*, through the *Consultant* with any such bonds that may be required.”.

PART XII INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- a) Delete paragraphs 12.1.1, 12.1.2, 12.1.3 and 12.1.4 in their entirety and replace them with the following:

- 12.1.1 The Contractor shall indemnify, defend, and hold harmless the Owner and the Consultant, their agents, employees and assigns from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable to the Contractor’s or any Subcontractor’s performance or non-performance of the Contract, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the Contractor will save harmless the Owner from all claims made by any party other than the Contractor itself, financial or otherwise, relating to labour and materials furnished by the Contractor or by Others for the Work.
- 12.1.2 It is the intention of the parties that the Consultant, its officers, agents, partners, employees, directors and insurers, as well as any Subconsultants, or other Consultants retained with respect to the Project, and their officers, agents, partners, employees, directors and insurers, is to benefit from the indemnification and hold harmless provisions of paragraph 12.1.1.
- 12.1.3 The Owner shall indemnify and hold harmless the Contractor, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the 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.
- 12.1.4 Notwithstanding the provisions of paragraph 1.1.7 of GC1.1 - CONTRACT DOCUMENTS, GC12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC1.3 – RIGHTS AND REMEDIES.

GC 12.2 WAIVER OF CLAIMS

a) Delete paragraphs 12.2.1 through 12.2.10 and replace them with the following:

12.2.1 As of the date of the final certificate for payment, the Owner expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from negligence or breach of contract by the Contractor except for one or more of the following:

- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
- .2 those for which a right of indemnity could be asserted by the Owner against the Contractor pursuant to the provisions of the Contract, including, but not limited to, GC 9.2.10, GC 9.4.3, and GC 10.2.6, or arising from the provisions of GC 12.1 – INDEMNIFICATION, GC 12.3 – WARRANTY, and GC 13.6 – CONSTRUCTION LIENS;
- .3 those made by Notice in Writing within a period of six (6) years from the date of Substantial Performance of the Work as set out in the certificate of substantial performance, or within such shorter period as may be prescribed in any limitation statute of the province or territory of the Place of the Work and arising from any liability of the Contractor for damages resulting from the Contractor's performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.

12.2.2 As of the date of certificate of Substantial Performance of the Work, the Contractor expressly waives and releases the Owner from all claims which it has or reasonably ought to have knowledge of that could be advanced against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except:

- .1 those made in writing prior to the Contractor's application for final payment and still unsettled; and
- .2 those claims for which a right of indemnity could be asserted by the Contractor according to the provisions of GC 12.1 – INDEMNIFICATION.”

GC 12.3 WARRANTY:

a) Amend paragraph 12.3.1 by adding the following sentence at the end of that paragraph:

“Where the Contractor has been permitted to make use of permanent equipment or systems, as provided in GC3.16, prior to the issuance of the certificate of Substantial Performance of the Work, such permanent equipment or system shall be subject to the same warranty as described in this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the Contractor, except for normal commissioning and start-up activities, prior to the date of Substantial Performance of the Work.”.

b) Amend paragraph 12.3.2 by deleting the word “The” at the beginning of that paragraph and replacing it with the words, “Subject to paragraph 3.15.1,”.

c) Add new paragraphs 12.3.7 and 12.3.8 as follows:

12.3.7 Where required by the Contract Documents, provide a maintenance bond as security for the performance of the Contractor’s obligations as set out this GC 12.3.”.

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

PART XIII OTHER PROVISIONS

a) Add a heading for a new Part 13, “**PART 13 OTHER PROVISIONS**”

b) Add new **GC 13.1 GENERAL LABOUR CONDITIONS** as follows:

13.1.1 Intentionally left blank.

Intentionally left blank.

c) Add new **GC 13.2 OWNERSHIP OF MATERIALS** as follows:

13.2 Unless otherwise specified, all materials existing at the Place of the Work at the time of execution of the Contract shall remain the property of the Owner. All Work, Products and materials delivered by the Contractor which form part of the

Work shall be considered the property of the Owner but the Contractor shall remove all surplus or rejected materials as its property when notified in writing to do so by the Consultant.”.

d) Add new **GC13.3 CONTRACTOR DISCHARGE OF LIABILITIES** as follows:

13.3.1 In addition to the obligations assumed by the Contractor pursuant to GC3.7 – SUBCONTRACTORS AND SUPPLIERS, the 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, on the date upon which each such liability becomes due.

13.3.2 The Contractor shall cause every Subcontractor and Supplier engaged in the performance of the Work to discharge all liabilities incurred by them for labour, materials, services and Product(s) used or reasonably required for use in the performance of the Work. Workmen employed by a Subcontractor or Supplier shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the Subcontractors and Suppliers shall be discharged on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with satisfactory evidence that its liabilities and those of its Subcontractors and Suppliers have been discharged.”.

e) Add new **GC 13.4 AS-BUILT OR RECORD DRAWINGS** as follows:

Intentionally left blank.

f) Add new **GC 13.5 DAILY REPORTS/DAILY LOGS** as follows:

Intentionally left blank,

g) Add new **GC 13.6 CONSTRUCTION LIENS** as follows:

13.6.1 In the event that any construction lien is registered against the Project by or through a Subcontractor or Supplier, and provided the Owner has paid all amounts properly due under the Contract, the Contractor shall, at its own expense, post the security necessary to vacate or discharge such lien, as the case may be. The Contractor shall indemnify and save harmless the Owner, including its directors, representatives agents and employees, from and against all claims by third parties against the Owner and all costs, losses, damages and expenses incurred by the Owner in connection therewith or subsequent lawsuit brought in connection therewith. Notwithstanding the foregoing, the Contractor acknowledges that the Owner shall not be obligated

to make any payment to the Contractor if there are any construction liens or certificates of action registered against title to the Place of the Work.

- 13.6.2 In the event that a lien action is commenced and a Statement of Claim is issued and served, the Contractor shall take all reasonable steps to remove the Owner from the main action or undertake the Owner's defence of any subsequent lawsuit commenced in respect of the lien at the Contractor's sole expense.
- 13.6.3 In the event that the Contractor fails or refuses to vacate or discharge a construction lien within the time prescribed above, the Owner shall, at its option, be entitled to take all steps necessary to vacate or discharge the lien, and all costs and expenses incurred by the Owner in so doing (including legal fees on a solicitor and client basis and any payment which may ultimately be made out of, or pursuant to, security posted to vacate the lien) shall be for the account of the Contractor, and the Owner may deduct such amounts from amounts otherwise owing to the Contractor. If the Owner vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to applicable lien legislation if the lien had not been vacated.
- 13.6.4 The Owner acknowledges and agrees that the foregoing is not intended to limit the Contractor's right to file a claim for construction lien if the Owner does not comply with its payment obligations under this Contract.—This GC 13.6 does not apply to construction liens claimed by the Contractor.”.

h) Add new **GC13.7 NEUTRAL APPOINTING AUTHORITY**

- 13.7.1 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term “neutral appointing authority”, as used in both the Rules for Mediation of CCDC 2 Construction Disputes and the Rules for Arbitration of CCDC 2 Construction Disputes shall mean the “Appointing Committee” at ADR Chambers presiding at the time notice of the dispute is given pursuant to the Contract.”

END OF SUPPLEMENTARY CONDITIONS

END OF SECTION

DIVISION 01

SECTION 01 00 00 GENERAL REQUIREMENTS

1.1. SCOPE

- .1 This section refers to the mobilization, demobilization, and other general requirements of the Contract.

1.2. MOBILIZATION AND DEMOBILIZATION

- .1 Supply and erect all signs, barricades, flashers, delineators, flag persons, and such other protection as may be required to protect the public during construction.
- .2 Provide hoarding as shown on the drawings to define Contractor's working area. The exact locations of the hoarding will be subject to the approval of the Owner.
- .3 Move onto site and set up offices, storage facilities, sanitary facilities, hoarding, hydro and telephone.
- .4 Move off site and remove Contractor's offices, storage facilities, and all temporary facilities and leave the site clean and tidy.
- .5 Include all of the costs for mobilization, demobilization where indicated on the Bid Document. The payment can be included in the first payment certificate issued for the Contract subject to the Owner or Consultant being satisfied that full mobilization has been carried out. If the Owner or Consultant is not so satisfied, then an adjustment to the payment certificate that reflects the degree of mobilization, in the opinion of the Owner or Consultant, will be made.
- .6 The payment for demobilization shall become due following Substantial Performance/ Completion of the Works and subject to the Owner or Consultant being satisfied that full demobilization has been carried out. If the Owner or Consultant is not so satisfied, then an adjustment to the payment certificate that reflects the degree of demobilization, in the opinion of the Owner or Consultant will be made.

1.3. NATURE OF SITE

- .1 The Contractor shall make a careful examination of the Site and shall take all such steps as are necessary to ascertain the conditions under which the Works are to be carried out.

1.4. DAMAGE TO EXISTING UTILITIES AND STRUCTURES

- .1 Obtain all the necessary drawings and perform any necessary investigations in order to determine the exact number and location of all existing utility services, structures, pipes, cables, utilities and other similar items.

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- .2 The locations for existing structures and pipes, cables, utilities, and other similar items as shown on the Contract Drawings do not relieve the Contractor of this responsibility.
 - .3 Take the necessary steps to ensure that no damage is caused to existing structures, buildings, property, utility services, and other similar items during the progress of the Work.
 - .4 Take the necessary steps when drilling or cutting openings in existing walls, floors and roofs to prevent damage to existing piping, conduit and the like that may be hidden within the structure.
 - .5 If any damage is caused, repair and make good such damage at no additional cost within a reasonable time and to the complete satisfaction of the Owner and the Consultant.
 - .6 The Contractor shall hoard off all the working area and shall maintain the hoarding at all times

1.5. OCCUPYING THE SITE

- .1 Use only those areas designated by the Owner or Consultant for the access, except in so far as is necessary for the execution of the Works, and in so doing, do not unnecessarily obstruct the normal traffic of, to, from or about the Site; and do not unreasonably allow any vehicles or materials to stand in front of, or near to, any buildings on the Site or any access thereto.
- .2 Confine operations within areas designated for construction, storage and access as shown on the Contract Drawings and/or as directed by the Owner or Consultant.
- .3 Limit access to and from the site as instructed by the Owner or Consultant.
- .4 Maintain safe access to any existing facilities for the operations staff at all times.

1.6. CONTRACTOR USE OF PREMISES

- .1 Arrange with the Owner and Consultant for storage areas and access to the Works.
- .2 Make arrangements with Owner or Consultant if additional areas are required. Obtain written agreements and submit copies to the Owner or Consultant.
- .3 Confine operations within working limits for construction, storage and access.
- .4 Carry out the construction of the Works in such a manner that a minimum of inconvenience is caused to the Owners and their occupants of properties adjacent to the Works.

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- .5 Store materials separately on the Site at locations agreed upon with the Owner and the Consultant, suitably protected to prevent their deterioration or the intrusion of foreign matter. In the opinion of the Owner or Consultant, remove any material which has deteriorated or been damaged immediately from the Site at no additional cost to the Owner.
 - .6 During the renovation works, liaise with the Owner to schedule work to minimize the impact on campus activities and operations.
 - .7 Obtain written approval or confirmation of arrangement from the Owner for access or to conduct works outside the contract limits.

1.7. OWNER FURNISHED ITEMS

- .1 Incorporate existing equipment and materials as shown in the Contract Drawings.
- .2 The Owner or Consultant will provide as-constructed drawings of the existing facilities, if required by the Contractor.

1.8. CONSTRUCTION PROGRESS SITE MEETING FREQUENCY

- .1 Site meeting frequency shall be weekly if the performance and schedule are not to the satisfaction of the Consultant and the Owner, at no additional cost to the Contract. Otherwise, construction progress site meetings shall be scheduled on a bi-weekly basis.

END OF SECTION

SECTION 01 11 00 SUMMARY OF WORKS

PART 1 GENERAL

1.1. RELATED SECTIONS

- .1 All Divisions and Sections are related to this Section.

1.2. WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this contract comprises of alterations and renovations to the Atkinson Daycare Centre.
- .2 This clause is not intended to define the scope of the contract. Use it only as a general guide to the extent of the work. The work includes:
 - .1 Mobilization
 - .2 New Infill construction: new ramp, service counter, waiting area
 - .3 Demolition and Refresh Renovation of Courtyard
 - .4 Renovation of Seminar Room, 2 lounges and some offices
 - .5 Addition of 3 new offices, storage and janitor room, in place of the existing entrance.
 - .6 Refresh renovation of Corridors
 - .7 Demobilization, commissioning and final clean.

1.3. CONSTRUCTION SEQUENCING

- .1 This Section does not describe the full extent of the work to be done under this Contract. It is intended to outline the general construction sequence only.
- .2 Be responsible for scheduling of the works within the general sequence.
- .3 The Owner or Consultant will review and approve the Contractors construction sequence and schedule as to minimize impact on campus activities and operations, subject to approval of the Owner.

END OF SECTION

SECTION 01 33 00 SUBMITTALS

PART 1 GENERAL

1.1 SCOPE

- .1** This section includes the submittals of the following items:
 - .1** Shop drawings and product data.
 - .2** Samples.
 - .3** Certificates and transcripts.

1.2 ADMINISTRATIVE

- .1** Submit all listed submittals to the Owner or Consultant for review. Deliver submittals prepaid to the Owner's or Consultant's office, or as otherwise directed by the Owner or Consultant. Submit with reasonable promptness and in orderly sequence to not cause delay in the Works. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2** Work affected by submittals shall not proceed until the review and approval process is complete.
- .3** Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4** Where items or information is not originally produced in SI Metric units, converted values are acceptable.
- .5** Review submittals prior to submission to the Owner or Consultant. This review confirms that each submittal has been checked and coordinated with requirements of the Works and Contract Documents. Submittals not stamped, signed, dated and specifications certified as reviewed and identified as to specific project and specification section will be returned without being examined and shall be considered not Reviewed.
- .6** Notify the Owner or Consultant in writing, at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7** Verify that field measurements and affected adjacent work have been coordinated.
- .8** The Contractor's responsibility for errors and omissions in submittals is not relieved by the Owner's or Consultant's review of submittals. Review by the Owner or Consultant is for conformance with the design concept and compliance with the Contract Drawings and Documents.

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- .9 The Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by the Owner's or Consultant's review.
 - .10 Keep one reviewed copy of each submission on site.

1.3 SHOP DRAWINGS AND PRODUCT DATA

- .1 Refer to the specified named acceptable products as appropriate.
- .2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Works.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of the Works. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of where they are specified or on which drawings the work appears. Indicate cross-references to Contract Drawings and Specifications.
- .4 Identify all shop drawings as agreed with the Owner or Consultant.
- .5 Allow five (5) working days for the Owner's or Consultant's review of each submission.
- .6 Adjustments made on shop drawings by the Owner or Consultant do not address the issue of Contract Price. If adjustments affect the value of the Works, state this in writing to the Owner or Consultant prior to proceeding with the work.
- .7 Make all changes to shop drawings as required by the Owner or Consultant and consistent with Contract Documents. When resubmitting, notify the Consultant in writing of any revisions other than those requested. Clearly denote resubmittals as such.
- .8 Accompany submissions with transmittal letter containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .9 Submissions shall include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Contract Drawing / Specification Reference (Including Clause No.)

- .4** Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .10** Details of appropriate portions of Work as applicable:
 - .1** Fabrication.
 - .2** Layout, showing dimensions, including identified field dimensions and clearances.
 - .3** Setting or erection details.
 - .4** Capacities.
 - .5** Performance characteristics.
 - .6** Standards.
 - .7** Operating Weight.
 - .8** Relationship to adjacent work.
- .11** Submit one electronic copy in a format acceptable by York (i.e. pdf, AutoCad, etc.) via e-mail or, if not practical or feasible, submit five (5) hard copies of shop drawings for each requirement requested in the specifications and as the Owner or Consultant may reasonably request.
- .12** Submit one electronic copy via e-mail or, if not practical or feasible, submit five (5) copies of product data sheets or brochures for requirements requested in the specifications and as requested by the Owner or Consultant where shop drawings will not be prepared due to standardized manufacture of product.
- .13** Delete or strike out information not applicable to project from all submittals
- .14** Supplement standard information to provide details applicable to project as required
- .15** If upon review by the Owner or Consultant, no errors or omissions are discovered (Reviewed) or if only minor corrections are made (Reviewed as Modified), one electronic copy or two hard copies will be returned, as appropriate, to the Contractor and fabrication and installation of the Works may proceed. If shop drawings are required to be revised and resubmitted or not reviewed, the noted copies will be returned and resubmission of corrected shop drawings, through the

same procedure indicated above, must be performed before fabrication and installation of the Works may proceed. The Contractor shall accept full responsibility for the completeness of each resubmittal. The Contractor shall verify that all corrected data and additional information previously requested by the Owner or Consultant are provided on the resubmittal.

- .16** When corrected copies are resubmitted, the Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by the Owner or Consultant on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.).
- .17** If more than one resubmittal is required because of failure of the Contractor to provide all previously requested corrected data or additional information, the Contractor shall reimburse the Owner for the charges of the Consultant for review of the additional resubmittals. This does not include initial submittal data such as shop tests and field tests that are submitted after initial submittal.
- .18** When resubmittals are needed, resubmittals shall be made within the number of days of the date on the letter returning the material to be modified or corrected as required, unless within the number days, as required, the Contractor submits an acceptable request for an extension of time, listing the reasons why the resubmittal cannot be completed within the stipulated time.
- .19** The need for more than one resubmittal, or any other delay in obtaining the Owner or Consultant review of submittals, will not entitle the Contractor to extension of the Contract Times unless delay of the Work is the direct result of a change in the Work authorized by a Change Order.
- .20** The review of shop drawings by the Consultant is for sole purpose of ascertaining conformance with general concept. This review shall not mean that the Consultant approves detail design inherent in shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting all requirements of construction and the Contract Documents. Without restricting the generality of the foregoing, the Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of the work of all sub-trades.
- .21** The maximum size of shop drawings shall be 600 mm x 900 mm to permit red line photocopy reproduction.

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- .22** Shop drawings which require the approval of a legally constituted authority having jurisdiction shall be submitted by Contractor to such authority for approval. Such shop drawings shall receive final approval of authority having jurisdiction before Consultant final review.
 - .23** Shop drawings will be returned with a stamp indicating one of the following:
 - .1 Reviewed+
 - .2 Reviewed as Modified
 - .3 Revise and Resubmit
 - .4 Not Reviewed
 - .24** Payment for equipment or materials will only be made if shop drawings have been stamped “Reviewed” or “Reviewed as Modified”.
 - .25** Drawings stamped “Reviewed as Modified” must be revised for inclusion in the Operation and Maintenance Manuals.

1.4 SAMPLES

- .1** Submit samples in duplicate for review as requested in respective specification Sections. Submit samples with identifying labels bearing material or component description, manufacturer’s name and brand name, Contractor’s name, project name, location in which material or component is to be used, and date.
- .2** Deliver samples prepaid to the Owner’s or Consultant’s field office or as otherwise directed by the Owner or Consultant.
- .3** Notify the Owner or Consultant in writing, at time of submission of deviations in samples from requirements of the Contract Documents.
- .4** Where colour, pattern or texture is a selection criterion, submit the full range of samples.
- .5** Adjustments made on samples by the Owner or Consultant does not address the issue of Contract Price. If adjustments affect the value of the Works, state such in writing to the Owner or Consultant prior to proceeding with the work.
- .6** Make all changes to samples as required by the Owner or Consultant and consistent with Contract Documents.
- .7** Reviewed and accepted samples will become the standard of workmanship and material against which installed work will be verified.

END OF SECTION

SECTION 01 52 00 CONSTRUCTION FACILITIES

1.1 SCOPE

- .1 This section covers site access, security, fire protection, signage, hoarding and construction facilities including storage and required equipment for construction.

1.2 INSTALLATION AND REMOVAL

- .1 Provide construction facilities in order to execute work expeditiously.
- .2 Remove all such work from site after use.
- .3 Make all necessary applications, obtain permits and pay for all fees not covered by York University.

1.3 SCAFFOLDING AND SUPPORTS

- .1 Provide and maintain scaffolding, ramps, ladders, swing staging, platforms and temporary stairs that may be required to complete the work.

1.4 SITE STORAGE/LOADING

- .1 Confine work and operations of employees as required by Contract Documents.
- .2 Do not unreasonably encumber premises with products. Store materials and equipment in Contractor's designated storage area only.
- .3 Do not place materials or equipment that will interfere with operations.
- .4 Do not load or permit the loading of any part of the Works with a weight or force that will endanger the works.

1.5 FIRE PROTECTION

- .1 Provide and maintain temporary fire protection equipment during performance of the Works required by York University health & safety regulations, governing codes, regulations and bylaws.
- .2 Burning rubbish and construction waste materials is not permitted anywhere on campus.

1.6 CONSTRUCTION PARKING AND ROADWAYS

- .1 Refer to York University Parking Services for information regarding Parking on campus.
- .2 Do not store materials on, or otherwise modify, roads such that maintenance or snow removal is adversely affected. Any costs or damages incurred on existing roadways as a result of the Contractor's activities shall be the responsibility of the Contractor.

1.7 EQUIPMENT, TOOLS AND MATERIALS STORAGE

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- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
 - .2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities and normal operation of the existing facility.

1.8 SANITARY FACILITIES

- .1 York University will allow the use of designated washrooms by contractor's personnel.
- .2 Prohibit the committing of nuisance on the site. Any employee found violating such a provision shall be promptly discharged.

1.9 SECURITY AND CONSTRUCTION HOARDING

- .1 Provide construction hoarding around the perimeter of the contract and working limits as shown on the drawings. The Contractor shall be responsible for maintenance of the hoarding and surveillance of the work in order to provide security at all times against vandalism of the work and injury to persons not involved with construction.
- .2 Security deemed necessary for protection against loss of or damage to any equipment, temporary materials, tools or permanent materials on site in relation to the project shall be the sole responsibility of the Contractor. Provide and maintain security gate at entrance to this contract as shown on the drawings.
- .3 The Contractor shall be prepared to remove the construction hoarding at the end of the construction. The Contractor shall notify the Owner or Consultant minimum five (5) days prior to removal.

1.10 CONSTRUCTION SIGNAGE

- .1 Only signage specifically approved by York University shall be allowed.
- .2 Throughout the construction period maintain the construction signs in good condition.
- .3 Clean periodically as needed to the satisfaction of the Owner or Consultant.
- .4 No other signs, other than directional or warning signs and notices required by law, may be erected on site without the approval of the Consultant and the Owner.

1.11 SITE ACCESS

- .1 The selected GC to provide drawing indicating stage for construction and points of access to the site, to be discussed, coordinated and approved by York University.
- .2 In addition, provide signs on site to direct construction traffic to work areas.

1.12 CONSTRUCTION TRAILERS

- .1 If required, the Contractor will be permitted to locate a trailer at a location agreed by the Owner. Contractor is to take note of University parking regulations which also apply to trailers.
- .2 The Owner will provide power, telephone and internet connection as specified.

END OF SECTION

SECTION 01 56 10 ENVIRONMENTAL PROTECTION

1.1 SCOPE

- .1 This section specifies requirements for environmental controls including control of noise, dust, and various pollution control methods as well as compliance with the Occupational Health and Safety Act and Site Safety.

1.2 GENERAL

- .1 Establish and maintain site procedures such that noise levels from construction areas are minimized. Control noise levels in accordance with the City of Toronto noise bylaws.

1.3 REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS

- .1 Hazardous materials shall be removed from the site and handled in accordance with MOE Regulations current at the time of construction.

1.4 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

- .1 It is specifically drawn to the attention of the Contractor that the Occupational Health and Safety Act provides, in addition to other items that:
 - .1 A Constructor shall ensure, on a project undertaken by the Contractor that:
 - .1 The measures and procedures prescribed by this Act and regulations are carried out on the project;
 - .2 Every employer and every worker performing work on the project complies with this Act and the regulations, and;
 - .3 The health and safety of workers on the project is protected;
 - .4 This Contract is deemed to be an individual project for the purposes of the Occupational Health and Safety Act and the regulations made thereunder and the Contractor to whom the Contract is awarded unequivocally acknowledges that he is the Constructor as defined in the said Act on this project and shall carry out all of the obligations and shall bear all of the responsibilities of the Constructor as set out in the said Act and Regulations;
 - .5 If the Owner is designated as the “Constructor” as a result of the Contractor’s actions, any increases in the Contractor’s or the Owner’s costs shall be borne by the Contractor;
 - .6 All Occupational Health and Safety Act Regulations for construction projects are to be strictly adhered to.
 - .7 The Contractor shall submit a work safety plan detailing safety precautions to be implemented during completion of this Contract.

1.5 FIRES

- .1 Fires and burning of rubbish on the site are not permitted.

END OF SECTION

SECTION 01 74 00 CLEANING

1.1 SCOPE

.1 Sustainability (Recycling and Waste control)

Contractors shall use separate recycling bins for surplus construction materials as much as possible to reduce the amount of waste being sent to the dump.

.2 Progressive cleaning.

.3 Final cleaning.

1.2 PROJECT CLEANLINESS

.1 Maintain the Work Area in a tidy condition, free from accumulation of waste products and debris. Protect existing surfaces, furniture and equipment with the use of tarps, polyethylene sheeting and the like, to prevent accumulation of dust and debris thereon.

.2 Remove waste materials from site at regularly scheduled times or dispose of as directed by the Owner. Do not burn waste materials on site.

.3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.4 Provide on-site containers for collection of waste materials and debris.

.5 Provide and use clearly marked separate bins for recycling.

.6 Remove waste material and debris from site and deposit in waste container at end of each working day.

.7 Dispose of waste materials and debris off site.

.8 Clean interior areas prior to the start of finish work and maintain areas free of dust and other contaminants during finishing operations.

.9 Store volatile waste in covered metal containers and remove from premises at the end of each working day.

.10 Provide adequate ventilation while using volatile or noxious substances. The use of building ventilation systems is not permitted for this purpose.

.11 Use only cleaning materials recommended by the manufacturer of the surface to be cleaned, and as recommended by the cleaning material manufacturer.

.12 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly repaired surfaces.

1.3 FINAL CLEANING

- .1 Prior to Substantial Completion, remove surplus products, tools, construction machinery and equipment not required for performance of remaining work.
- .2 Remove waste products and debris other than that caused by others, and leave the Works clean and suitable for occupancy.
- .3 Remove waste products and debris other than that caused by the Owner or other contractors.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Remove stains, spots, marks and dirt from walls and floors.
- .6 Remove dirt and other disfiguration from within the work zone.

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

1.1 SCOPE

- .1 Section includes administrative procedures preceding preliminary and final inspections of the Works for the purpose of issuance of Substantial Completion of the Works.

1.2 INSPECTION AND DECLARATION OF SUBSTANTIAL PERFORMANCE

- .1 All parties to this contract shall follow the procedures laid out in Document #100 – “Recommended Procedures concerning Substantial Performance of Construction Contracts and Completion Take-Over of Projects prepared jointly by the Ontario Association of Architects and the Ontario General Contractors Association, referred to as OAA/OGCA Take-Over Procedures”.
- .2 York University requires the completion of a Form 6 *or* Form 9 and Proof of Publication in establishing Substantial Performance.
- .3 Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of the Work, identify deficiencies and defects, and repair as required to conform to the Contract Documents.
- .4 Notify the Owner or Consultant in writing of satisfactory completion of the Contractor's Inspection, that corrections have been made and request the Consultant's Inspection.
- .5 The Owner's or Consultant's Inspection: The Owner or Consultant and the Contractor will perform the inspection of the Work to identify obvious defects or deficiencies and the Contractor will correct the Work accordingly.
- .6 Completion: Submit a written certificate that the following has been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been identified and deficiency list compiled.
 - .3 All required documentation has been identified.
 - .4 Work is complete and ready for Final Inspection.
 - .5 Final Inspection: When items noted above are completed, request final inspection of the Works will be conducted by the Consultant and the Owner.
- .7 Complete the outstanding work or deficiencies arising out of the final inspection that are deemed to affect issuance of Substantial Performance.
- .8 Agree to a list of outstanding work and deficiencies that do not affect Substantial Performance with the Owner or Consultant.
- .9 Apply for Substantial Performance.

END OF SECTION

SECTION 01 78 36 WARRANTY WORK AND RELATED ACTION

1.1 SCOPE

- .1 The section includes requirements for work during the Warranty Period.

1.2 GENERAL

- .1 The Contractor shall familiarize themselves with and provide all warranties outlined in the Contract Documents from the time of Substantial Completion of the Works or components of the works.
- .2 Perform warranty work required during progress of the work and during the Warranty Period as directed by the Owner and/or Consultant.
- .3 Extend warranties on any component of the work that is required to be placed in operation prior to Substantial Performance for the purpose of complying with the sequence of construction.

1.3 SUBMITTALS

- .1 Inform the Owner and/or Consultant in writing of the arrangements made for carrying out warranty work during the Warranty Period.
- .2 Provide a telephone number e-mail address and business address for receipt of notices relating to matters requiring action by the Contractor during the Warranty Period.
- .3 **Provide all warranty documentation to the Owner/Consultant as required by the specifications. All registration documents shall note York University as the registered Owner.**

1.4 INSPECTION PRIOR TO END OF CONTRACTOR WARRANTY.

Request inspection no later than 10 working days before the expiry of the Warranty Period. Participate in a joint inspection of the Works for the purpose of identifying any remaining warranty claims. Arrange for, coordinate and pay for any special access required to inspect the Works

- .1 Perform all warranty work required upon receipt of written notices from the Owner/Consultant. Review the status of all Warranty items carried out during the Warranty Period with the Owner/Consultant.
- .2 Complete all outstanding warranty claims, repair noted defects, complete all outstanding warranty items and obtain the Owner's/Consultant's written agreement that all works are complete in accordance with the Contract Documents.

1.5 REPAIR BY OWNER

- .1 The Owner will, without giving notice to the Contractor, repair shrinkages or defects that are dangerous in nature, that constitute an emergency or that immediately affect the operation of the Works. The Contractor will be notified of less serious conditions prior to work being performed.
- .2 The Owner and/or Consultant will notify the Contractor of emergency work performed by the Owner.
- .3 The cost of labour, equipment and material to perform emergency work will be charged to the Contractor.

END OF SECTION