



2023-PR-52- WLU Dining Hall Commercial Dishwasher Upgrade Project

Engineering Front End

February 2024
Planning, Design and Construction
WLU Facilities Management

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.1 GENERAL CONDITIONS

- .1 Bids in the form of the Bid Form & Supplementary Bid Form will be received until:
2:00 pm local time, 27, March, 2024.
- .2 Bids will be received electronically and will close on Bonfire, please follow the private link:
<https://laurier.bonfirehub.com/projects/76911/submissions>
- .3 Bids received after the time stated for delivery will be declared invalid.
- .4 Complete blank spaces on the Bid Form and all supplementary Bid Forms.
- .5 Bids shall be irrevocable for sixty (60) days from the closing date.
- .6 Owner will be under no obligation to accept the lowest or any bid and will have the right to reject any or all bids.
- .7 Bids will be declared invalid if they do not have blank spaces completed; are conditional; are qualified; and contain irregularities.
- .8 Failure to submit required supplementary information including Supplementary Bid Forms will cause the bid to be declared invalid.
- .9 Ensure that Bid Form and all Supplementary Bid Forms are signed by an authorized officer of the Corporation under the Bidder's corporate seal if the Bidder is a Corporation, or by an authorized person if the Bidder is a partnership. When a partner or individual signs the Bid Form (without a seal) the signature shall be witnessed.

.2 BID DEPOSITORY

N/A

.3 BID OPENING

- .1 The bids will be opened privately. The Owner will not necessarily award a contract to a bidder or to the bidder submitting the lowest bid.
- .2 The Owner may require each bidder to submit evidence of his, and his proposed Subcontractor's experience and capabilities in similar work previously executed.

.4 BID BOND

N/A

.5 AGREEMENT TO BOND

N/A

.6 BID DOCUMENTS

- .1 Owner will make Bid Documents (PDF format) available to all pre-qualified contractors through email.
- .2 Bidders to ensure that all sub-trades receive notification of addenda.

.7 EXAMINATION OF THE PLACE OF THE WORK

- .1 A **Mandatory site walkthrough**, at which all general contract bidders who wish to submit bids are to attend, is scheduled for:

At 11:00 am local time, 13 March 2024 at the entrance of Food Hall Bldg.



- .2 Before submitting a Bid:
 - .1 Examine the place of the work and adjacent areas to assess access and conditions affecting the execution of the contract.
 - .2 Examine municipality regulations and by-laws relating to hoardings, protected walkways, vehicular traffic movement, parking, and general use of municipal streets and property during construction.
 - .3 Assume responsibility for demolition and removal of elements, noted as removed or altered, in the condition they are in, at time of Bid submission. All materials from the demolition contract, except as specified or noted on the drawings to be

retained, shall become the property of the Contractor who shall remove the same as quickly as possible to his designated disposal area.

- .4 Contractor should make materials, equipment, ready and available upon Award
- .5 The contractor will be responsible to make all necessary verification and arrangement for the machines, equipment, material access without extra cost to WLU.
- .6 The contractor will be responsible for providing complete testing and commissioning as per the consultant's instruction and satisfaction without any extra cost to WLU
- .7 If any asbestos abatement work is needed, the contractor should utilize asbestos abatement contractor Zero Environment. The cost of the asbestos abatement work, if any, should be excluded from the bid base price. Such work will be considered extra work to the scope, which will be reflected as a change order for the total contract value and as per the contract condition.

.8 INSTRUCTIONS PRIOR TO BID CLOSING

- .1 Direct all questions to the WLU

Project Manager: Nehro Ali

Email: neali@wlu.ca
- .2 Bidders are requested to notify the Consultant and request clarification immediately upon finding errors, discrepancies, ambiguities, doubtful information and omissions. Unless clarified prior to Bid Closing, include in the Bid Offer the costlier option.
- .3 Only those instructions issued in writing by Addendums will be binding to the Contract.
- .4 Verbal instructions, regardless of their source, will not be binding to the Contract.
- .5 Instructions and other information pertinent to the Contract will be issued not later than (2) working days prior to closing date in the form of addenda to bidders. Addenda will only be issued to Bidders who obtained bid documents from the Bidding.
- .6 The Owner will not accept or consider claims for extra costs incurred by a Contractor whose bid has been accepted, which are due to the failure of the Contractor or Subcontractors to have reviewed the complete bid document including addenda issued during the bid period or the site review.

.9 SUBCONTRACTORS LIST IN THE SUPPLEMENTARY BID FORM

- .1 On the Supplementary Bid Form state the names of the proposed Subcontractors.
- .2 Subcontractors named are subject to acceptance by the Owner. Do not change these names except by written consent of the Owner.
- .3 The Owner reserves the right to reject a proposed Subcontractor for reasonable cause. Only one Subcontractor must be named for a subcontract.
- .4 "Own Forces" or similar designation is not acceptable in lieu of a "Subcontractor" name

unless the bidder submits with the Supplementary Bid Form written confirmation of employment of permanent personnel capable for performing the Work so identified.

- .5 No claims for payment will be accepted because of failure of bidding Contractors to supply Subcontractors with appropriate bid documents including addenda, which have been supplied to the bidders up to the time for submitting bids.

.10 CONTRACT

- .1 The agreement between the Owner and the successful Contractor will be the Standard Construction Document CCDC 2MA 2016 Master Agreement between Owner and Contractor as amended by the Supplementary Conditions Document. The project will be ordered by means of a Work Authorization as amended by the Supplementary Conditions Document 00 73 00.

.11 PROJECT SCHEDULE

- .1 Following the Notice of Contract Award and receipt of regulatory approvals and permits, the Contractor shall mobilize his forces and trades to commence on site work as soon as possible and as noted in the tender package.

.12 LABOUR AND TRADES

- .1 Check the availability of labour and trades at the Place of the Work.
- .2 Bidders are requested to give consideration to employment of local labour and trades if suitable to the proper control and execution of the Work.

.13 ESCALATION

- .1 Allow for escalation in costs of Products and labour within the period of construction and include these costs in the bid amount.

.14 TAXES

- .1 Refer to GC 10.1 in CCDC 2MA.

.15 BUILDING PERMIT

- .1 The Owner will obtain and pay for the building permit.
- .2 The contractor is responsible for all other permits, licences, or certificates necessary for the performance of the Work including filing of "Notice of Project" with the Ontario Ministry of Labour.

.16 INSURANCE

- .1 Refer to GC 11.1 in CCDC 2MA.

.17 SPECIFIED WORK

- .1 Submit Base Bids for work as specified in the drawings and specifications provided herein.
- .2 Refer to Section 01 00 00 – General Requirements, for work excluded from the contract and/or provided by the Owner under separate contracts.

.18 SEPARATE PRICES

N/A

.19 ALTERNATIVE PRICES

- .1 Provide requested alternatives by completing and submitting the Bid Form
 - .1 The Owner may select any, all, or none of the specified alternatives, at the Owner's sole discretion.

.20 PRE-QUALIFIED BIDDERS

- .1 A list of pre-approved contractors is included in the tables below. Only prequalified bidders from the tables will be accepted in the indicated disciplines. Contractors without a pre-approved list must be shown on the bid-form, see bid-form for details, as requested.

General Contractors (PRIME)

Contractor	Contact Name	Phone Number	E-mail
Bestco Construction (2005) Ltd.	Ovidiu Cotiga	905-304-4597 X2230	estimating@bestcoconstruction.com ov@bestcoconstruction.com
Gordner Construction Limited	Simon Gordner	519-741-0052	admin@gordner.ca gordner@sympatico.ca terry@gordner.ca
Zehr Levesque		519-576-2233	estimating@zehrgroup.ca
PM Contracting Ltd.	Sarah Ziegler	519-576-8327 X 29	sarahziegler@pm.on.ca
Dakon Construction Ltd.	James Kuepfer	519-746-0920	james@dakon.ca dakoninfo@dakon.ca

Mechanical Contractor (Sub contractor)

Contractor	Contact Name	Phone Number	E-mail
Conestogo Mechanical Inc.	Nathan Bender	519-746-0439 X 123	nbender@conestogomech.com wquickfall@conestogomech.com
Trademark Industrial	Chad McLeod	519-650-8787	cmcleod@tmi.ca djohnstone@tmi.ca
Aim Industrial Inc.	Craig Dubecki	519-747-2255 X236	craigd@aimindustrial.ca brada@aimindustrial.ca
Nelco Mechanical Ltd.	Michael Hobson	519-744-6511 X214	mhobson@nelcomech.com

Electrical Contractor (Sub contractor)

Contractor	Contact Name	Phone Number	E-mail
ComTrade Ltd.	Patrick Fitzgibbons	519-580-7925	pfitzgibbons@comtrade.ca
Spilek Weiss Electric Inc.	Dave Weiss	519-669-1461	dave@spilekweisselectric.ca
P&S Electric (1589950 ONTARIO LTD)	Mark Parsons	519-265-6096	pselectric@pselectricltd.com
Sutherland-Schultz Ltd.	James Harrison	519-465-1472	jharrison@sutherland-schultz.com estimating@sutherland-schultz.com

Commercial Dishwasher and Conveyors suppliers / Service Provider

Supplier	Contact Name	Phone Number	E-mail
Hobart service –Dishwasher System	Rob Milne	437-995-2573	rob.milne@hobart.ca
	Ryley Martinell	437-772-1948	ryley.martinell@hobarts.ca
AEROWORKS - CONVEYOR SYSTEM	Aman Singh	905-363-6999 x131	aman@aero-werks.com
	Sunil Kardar	905-363-6999 x132	sunil@aero-werks.com

Asbestos Abatement

Contractor	Contact Name	Phone Number	E-mail
Zero Environmental	Randy Balzer	519-465-1168	randyb@zeroenvironmental.com

END OF SECTION – 00 21 13

Project Title and Location:

WLU Dining Hall- Commercial Dishwasher Upgrade

Project 75 University Avenue West, Waterloo

Submitted To: WILFRID LAURIER UNIVERSITY

We,

_____ (Company Name)

of

_____ (Business Address)

having examined the bid documents as listed in the Table of Contents and Addenda No. _____ to No. _____ inclusive, and visited and examined the site, and examined all conditions affecting the work, hereby offer to enter into a Contract to perform the Work required by the bid documents for the stipulated price of:

_____ Dollars

(\$ _____)

in Canadian funds, which price includes the applicable taxes in force at this date except as may be otherwise provided in the bid documents but excludes the H.S.T.

We have identified that the value added taxes (HST) in the amount of:

_____ Dollars

(\$ _____)

in Canadian funds, is applicable to the Work but is excluded from our Bid Price.

Bid Price Breakdown

Work Details	Price LS exclude HST
Supply and installation of commercial dishwasher and the conveyor	
HVAC works	
Mechanical and plumbing works	
Electrical Works	
General construction works	
Other(specify).....	
Total Project Bid Price – excluding HST	

Declarations:

We hereby declare that:

- .1 We agree to use the following mark-up for changes in the work
 - .1 Contractor on his own work for overhead and profit 10 %
 - .2 Contractor on the work of sub-trades for overhead and profit 5 %
 - .3 Subcontractor on his own work for overhead and profit 10 %
- .2 No person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- .3 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.

Work will begin immediately upon award of the contract and shall achieve completion of the contract strictly by Friday, 2nd August 2024. Access to the site and actual construction work will not be permitted before 1st July 2024. The Contractor should order the equipment immediately upon award to:

- **Ensure the delivery of the equipment at the time of construction start on 1st July 2024**
- **Ensure the Project completion, commissioning, and handing over of the project by 2nd August, 2024**

A mandatory site briefing at which all General Contract bidders who wish to submit bids is scheduled for: **Wednesday March 13 2024 at 11:00 AM local Time at the Entrance of Food Hall located at 75 University Ave W, Waterloo.** Refer to the below plan



Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____.

Bid Appendices

N/A

END OF SECTION – 00 41 00

.1 REQUIREMENTS FOR COMPLETION

- .1 **All contractors** shall complete all parts of this Supplementary Bid Form and submit with Bids Forms as per Section 00 21 13 - Instructions to Bidders.

.2 LIST OF SUBCONTRACTORS

- .1 Complete the following list of subcontractors to be used for the project. Where the Contractor shall complete the work, indicate "own forces". Where the term own forces is used, these persons shall be bonafide employees of the Prime Contractor.
- .2 Following submission of this Supplementary Form of Tender, no subcontractor may be substituted from this list without owner approval.
- .3 List of Subcontractors:

Division or Section of Work	Name of Subcontractor/ Service provider
Commercial Dishwasher and Conveyor	Hobart Service and AEROWORKS
Mechanical Contractor	
Electrical Contractor	
General Construction work	
Other (Specify)	
Other (Specify)	

.3 CERTIFICATION OF EXAMINATION OF SITE

.1 The Contractor hereby certifies that he has made a thorough investigation of the site and building as or related to the effects of the work of this contract on the _____ day of _____ in the year _____.

Signed _____

.4 SUPPLEMENTARY BID

Firm Signature

Date Witness

Corporate Seal

END OF SECTION – 00 43 00

.1 GENERAL CONDITIONS

- .1 Canadian Standard Construction Contract Document CCDC 2MA, 2016 Master Agreement between Owner and Contractor, latest version and Supplementary Conditions (not bound in Bid Documents).
- .2 Canadian Standard Construction Contract Document CCDC 2MA, 2016 Work Authorization, latest version (not bound in Bid Documents).
- .3 Section 00 73 00 - Supplementary Conditions.

END OF SECTION – 00 70 00

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**SUPPLEMENTARY CONDITIONS TO THE CCDC 2MA-2016
MASTER AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR USE WITH STIPULATED PRICE
WORK AUTHORIZATIONS**

These Supplementary Conditions (SCs) form part of the *Contract Documents*. The CCDC Document 2MA-2016 “Agreement between *Owner* and *Contractor*”, “Definitions”, and “General Conditions of the Stipulated Price Contract” are supplemented, modified and amended as set out in these Supplementary Conditions. The accompanying schedules, appendices and any attachments form part of these Supplementary Conditions.

Where any article, paragraph or subparagraph in the Agreement between Owner and Contractor is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any article, paragraph or subparagraph in the Agreement between Owner and Contractor is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

If any paragraph or provision of the Contract is held illegal or unenforceable or is otherwise stricken, then any and all remaining paragraphs of the Contract shall remain valid and binding upon the parties. If any covenant set forth herein is found to be illegal or unenforceable, it is the intention of the parties that such covenant shall not thereby be terminated, but shall be deemed amended to the extent necessary to render it valid and enforceable.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1. RECITALS

SC1.1 Add, after “properly executed Work Authorization”, the following: “For the avoidance of doubt, the parties’ execution of this *Agreement* in no way obligates the parties to enter into any *Work Authorizations*.”

SC2. THE WORK (Article A-1)

SC2.1 Add “, and” at the end of paragraph 1.2.

SC2.2 In **paragraph 1.3**, replace “, and” with “.”

SC2.3 Replace paragraph 1.4 with the following: “The parties acknowledge and agree that each *Work Authorization*, together with the *Agreement*, shall be deemed to be a separate contract.”

SC3. AGREEMENTS AND AMENDMENTS (Article A-2)

SC3.1 Add the following at the end of **paragraph 2.2**: “For an amendment to be effective and binding on the *Owner*, it must be in writing and signed or approved by the proper signing authorities of the *Owner*.”

SC4. CONTRACT DOCUMENTS (Article A-3)

SC4.1 Add to paragraph 3.1 “Supplementary Conditions to this Contract” and add “if any” after “*Work Authorization* in the form appended hereto” and after “Additional documents referenced in the signed *Work Authorization*”.

SC5. PAYMENT (Article A-5)

SC5.1 Delete paragraph 5.3 and replace with the following:

“.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 at the following rates on such unpaid amounts shall also become due and payable until payment is made:

- (1) for payments of the *Contract Price* and for any changes, the minimum rate required under the *Construction Act*; and
 - (2) for all other payments 1% per annum above the prime rate, as it may change from time to time, quoted by Royal Bank of Canada for Canadian Dollar prime business loans in Canada.
- .2 Such interest shall be compounded on a monthly basis.
- .3 In the case of settlement of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, any interest shall be paid at the rate and in the manner prescribed in paragraph A-5.3.1 or paid in accordance with the terms of the settlement or other resolution of the claim as applicable.”

SC5.2 Add the following as **paragraph 5.4**:

“5.4 For all charges or claims for payment made by the *Contractor* to the *Owner* in relation to changes, the *Contractor* shall keep time and usage records and otherwise provide documentary evidence satisfactory to the *Owner*, acting reasonably, to demonstrate that such charges are reasonable and the work done and usage were properly charged to and allocable to the *Project*.”

SC6. RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (Article A-6)

SC6.1 Add the following as a new **paragraph 6.2**:

“6.2 Provided that, despite paragraph 6.1 of this Article A-6 – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING, a *Notice in Writing* sent by facsimile or other form of electronic communication shall not be effectively given unless actually received, and further provided that all applications for payment and all notices and communications relating to adjudication will also be sent to the *Owner* by electronic mail to “construction@wlu.ca” with a copy to the *Consultant*, and with the *Project* name and number in the subject line.”

SC7. SUCCESSION (Article A-8)

SC7.1 In **paragraph 8.1**, immediately before the word “assigns” in the second line, add the word “permitted”.

DEFINITIONS

SC8. DEFINITIONS

SC8.1 The following definitions are modified or replaced, as set out below:

Subcontractor

The definition of “*Subcontractor*” is deleted and the following is substituted therefor:

“*Subcontractor* means any person or entity having a contract with the *Contractor* or another subcontractor to do perform a part or parts of the *Work* at the *Place of the Work*.”

Supplier

The definition of “*Supplier*” is deleted and the following is substituted therefor:

Supplier means any person or entity have a contract with the *Contractor* or another subcontractor to supply *Products*.”

SC8.2 The following definitions are added:

“Construction Act

Construction Act refers to the *Construction Act*, R.S.O. 1990, C. 30, as amended from time to time.

Construction Holdback

Construction Holdback refers to the holdback retained by the *Owner* under the *Construction Act* as provided for in the *Contract*.

OHSA

OHSA refers to the *Occupational Health and Safety Act*, R.S.O. 1990, C. O.1, as amended from time to time.

Proper Invoice

Proper Invoice means an application for payment containing the information and documents set out in Schedule A – Proper Invoice.

Statutory Declaration

Statutory Declaration means the statutory declaration in the form of a CCDC 9A or such other form of statutory declaration indicated in the procurement documents issued by the *Owner* for this *Contract* or required in this *Contract*.

Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, including but not limited to:

- *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*.

WSIB

WSIB refers to the Ontario Workplace Safety and Insurance Board.

Warranty Holdback

Warranty Holdback refers to the holdback retained by the *Owner* under paragraph 12.3.10 of the General Conditions of the *Contract*.”

GENERAL CONDITIONS

SC9. CONTRACT DOCUMENTS (GC 1.1)

SC9.1 Delete paragraph 1.1.7.1 in its entirety, and replace with the following:

“the order of priority of documents, from highest to lowest, shall be

- the *Work Authorization*,
- the supplementary conditions to the *Work Authorization*,
- the Agreement between the *Owner* and the *Contractor*,
- these Supplementary Conditions,
- the Definitions,
- the General Conditions,
- Division 1 of the *Specifications*,
- Division 2 through to the end of the Technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.”

SC9.2 Delete paragraph 1.1.8 and replace with the following:

“The *Owner* shall furnish to the *Contractor*, without charge, no hard copies of the *Contract Documents*, exclusive of those required by jurisdictional authorities and the executed *Contract Documents*. The *Owner* will make available, electronic files in pdf format for the *Contractor* to replicate as required to carry out the *Work*. Sets of contract documents used for the purpose of tendering are a reimbursable expense.”

SC10. ASSIGNMENT (GC 1.4)

SC10.1 In **paragraph 1.4.1**, delete the words “which consent shall not be unreasonably withheld”.

SC10.2 Add the following as **paragraph 1.4.2**:

“1.4.2 Notwithstanding paragraph 1.4.1, the *Contractor* hereby consents to the assignment of the *Contract* by the *Owner* as collateral security for any financing arranged by the *Owner* relating to the *Project*, and the *Contractor* agrees to execute any consent document reasonably requested by the *Owner* or its lender therefor.”

SC11. CONFIDENTIALITY (GC 1.5)

SC11.1 Add the following **GC 1.5**:

“GC 1.5 – CONFIDENTIALITY

1.5.1 The *Owner* and the *Contractor* shall keep confidential all matters respecting technical, commercial and legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose such matters, except in strict confidence, to its professional advisors.

1.5.2 The matters that are subject to the confidentiality requirement of the GC 1.5 – CONFIDENTIALITY shall not include information that: (i) has become generally available to the public other than as a result of a disclosure by the other party or any of its representatives; (ii) was available to the other party or its representatives on a non-confidential basis before the date of this *Contract*; or (iii) becomes available to the other party or its representatives on a non-confidential basis from a Person other than the first-mentioned party or any of its representatives who is not, to the knowledge of such other party or its representatives, otherwise bound by confidentiality obligations to such first-mentioned party in respect of such information or otherwise prohibited from transmitting the information to the other party or its representatives.”

SC12. DEFECTIVE WORK (GC 2.4)

SC12.1 In **paragraph 2.4.3**, delete “the difference in value between the work as performed and that called for by the *Contract Documents*”, and replace with “the value of such work as is necessary to correct any defective *Work* or non-compliance with the *Contract Documents*”.

SC12.2 Add the following as **paragraphs 2.4.4 and 2.4.5**:

“2.5.4 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.

2.5.5 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner*.”

SC13. CONTROL OF THE WORK (GC 3.1)

SC13.1 Add the following paragraphs 3.1.3 to 3.1.7:

- “3.1.3 Time is of the essence of this *Contract*. The *Contractor* shall commence the *Work* on the date first set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK and proceed with the *Work* in an order fashion so as to ensure that the *Work* is substantially performed by the date set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.
- 3.1.4 The *Contractor* shall keep the *Owner* informed of the progress of the *Work*. The *Contractor* shall at all times perform the *Work* in accordance with the *Contract Time*.
- 3.1.5 The *Contractor* is solely responsible for the quality of the work and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.6 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*.
- 3.1.7 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 contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.”

SC14. CONSTRUCTION BY OWNER OR OTHER CONTRACTORS (GC 3.2)

SC14.1 Delete paragraph 3.2.2.2.

SC14.2 Add the following wording at the end of paragraph 3.2.3.3: “Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the *Work* of other *Contractor’s* or *Owner’s* own forces.”

SC15. DOCUMENT REVIEW (GC 3.4)

SC15.1 Delete GC 3.4 in its entirety, and replace with the following:

- “3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall promptly report the matter to the *Owner* and the *Consultant*, and the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.
- 3.4.2 The *Contractor’s* review of the *Contract Documents* shall comply with the standard of care described in paragraph 3.14.1 of this *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered.

3.4.3 Notwithstanding paragraphs 3.4.1 and 3.4.2, the *Contractor* represents and agrees that it has examined all of the *Contract Documents* to fully acquaint itself with the complete scope and requirements of the *Work* prior to the execution of the *Contract* and that no claim for a change in the *Work* will be accepted as a result of failure of the *Contractor* to do so.”

SC16. CONSTRUCTION SCHEDULE (GC 3.5)

SC16.1 In **paragraph 3.5.1.1**, delete “prior to the first application for payment”, and replace with “within seven (7) days after execution of the *Work Authorization*”.

SC17. SUPERVISION (GC 3.6)

SC17.1 In **paragraph 3.6.1**, replace the second sentence with “The *Contractor* shall not change the appointed representative without the prior approval of the *Owner*.”

SC17.2 Add the following as **paragraphs 3.6.3 through 3.6.5**:

“3.6.3 The *Owner*, acting reasonably, shall have the right to order the *Contractor* to remove from the *Project* any representative or employee of the *Contractor*, *Subcontractors* or *Suppliers* who, in the opinion of the *Owner*, are a detriment to the *Project*.

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.”

SC18. SUBCONTRACTORS AND SUPPLIERS (GC 3.7)

SC18.1 Add the following to the end of **paragraph 3.7.2**:

“The *Contractor* shall not be entitled to change from the proposed *Subcontractors* and *Suppliers* or to change any specified *Product* or system without the prior written consent of the *Owner* acting reasonably. The selection of *Subcontractors* and *Suppliers* for the *Work* or parts thereof is further subject to any stipulation made by the *Owner* or the *Consultant*, or agreed upon by the *Owner* and the *Contractor*, regarding *Subcontractors* or *Suppliers*, during the bidding process or leading up to the *Contract*. The *Contractor* shall not be entitled to change from the proposed *Subcontractor* and *Suppliers* or to change any specified *Product* or system without the prior written consent of the *Owner*. If an approved change results in savings to the *Contract Price*, such savings shall be credited to the *Owner*.”

SC18.2 Add the following as **paragraph 3.7.7**:

“3.7.7 The *Contractor* shall be responsible and accountable for its *Subcontractors* and *Suppliers*. In the interpretation of the *Contract*, the terms and conditions of the *Contract* relative to the *Contractor* will extend and apply to the *Subcontractors* and *Suppliers*. The *Contractor* shall ensure compliance by the *Subcontractors* and *Suppliers* with the terms and conditions of this *Contract* and performance by the *Subcontractors* and *Suppliers* in accordance with the requirement of the *Contract*. Any failure, breach or default on the part of a *Subcontractor* or *Supplier* shall be treated as and shall constitute failure, breach or default by the *Contractor* under the *Contract*.”

SC19. DOCUMENTS AT THE SITE (GC 3.9)

SC19.1 Delete paragraph 3.9.1 and replace with the following:

“3.9.1 The *Contractor* shall keep one copy of current *Construction Documents*, *Submittals*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

SC19.2 Add the following as **paragraphs 3.9.2 and 3.9.3**:

“3.9.2 The *Contractor* shall keep a daily log of the *Work* for review by the *Consultant* and the *Owner*, which daily log shall include the following information:

- .1 the date;
- .2 the weather conditions at the *Place of the Work*;
- .3 the identity of the employees of the *Contractor* present at the *Place of the Work*; and
- .4 the identity of the *Subcontractors* and the respective numbers of their workers at the *Place of the Work*.

3.9.3 The *Contractor* is responsible to supply the *Consultant* with a complete and accurate set of as-built drawings, no later than two weeks following *Substantial Performance of the Work*. The *Contractor* shall maintain, on site, at all times, a complete set of drawings solely dedicated for this purpose, and shall ensure that such set is annotated on a regular basis to record all changes and amendments made to all aspects of the works, including architectural, landscape, structural, mechanical (plumbing, HVAC and fire protection systems), electrical, and civil. The as-built drawings will be by the *Contractor* and by the *Subcontractor* involved in the work described by the particular drawing. The as-built drawings shall provide complete and accurate information to permit the *Consultant* to prepare the official set of record drawings for the *Project*.”

SC20. SHOP DRAWINGS (GC 3.10)

SC20.1 Delete the title of **GC 3.10**, and replace with the following: “**GC 3.10 SHOP DRAWINGS AND OTHER SUBMITTALS**”

SC20.2 Add the phrase “and *Submittals*” after the phrase “*Shop Drawings*” in **paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.10, 3.10.11 and 3.10.12**.

SC20.3 Add the following to the end of **paragraph 3.10.9**:

“If the *Shop Drawings* deviate in any manner from the requirements for the *Work* as set out in *Contract Documents*, the *Contractor* shall advise the *Consultant* of same in writing, in a communication separate from the *Shop Drawings* themselves, at the time of submission of the shop drawings, stating in detail how, where and why the *Shop Drawings* and any associated or related submissions differ from the requirements for the *Work* established by the *Contract Documents* and seeking written authorization from the *Owner* and *Consultant* for such deviation. The mere submission of *Shop Drawings* does not constitute notice of a proposed deviation from the *Contract* requirements. In the absence of such express notice, the *Owner* and *Consultant* are entitled to assume that the *Shop Drawings* comply strictly with the requirements for the *Work* as set out in the *Contract Documents*.”

SC20.4 In **paragraph 3.10.12**, delete the words “with reasonable promptness so as to cause no delay in the performance of the *Work*” and replace with “within 10 days or 15 days for multi-consultant review”.

SC21. USE OF THE WORK (GC 3.11)

SC21.1 Add the following as **paragraph 3.11.3**:

“3.11.3 The *Owner* shall be entitled to take early possession of and use portions of the *Work* prior to *Substantial Performance of the Work*. Such taking possession or use of the *Work* or part thereof shall not be construed as acceptance or completion of the *Work*, or release of the *Contractor's* obligations under the *Contract Documents* (including its responsibilities as constructor for health and safety).”

SC22. CLEANUP (GC 3.13)

SC22.1 Add the following as **paragraph 3.13.4**:

“3.13.4 Should the *Contractor* fail to perform ongoing or final cleanup when required by the *Owner*, the *Owner* may have the cleanup performed by whatever means may be expedient and all associated costs will be charged to the *Contractor*, and the *Owner* may deduct and set off such costs against amounts otherwise owed or payable to the *Contractor*.”

SC23. CASH ALLOWANCES (GC 4.1)

SC23.1 Delete **paragraph 4.1.4** and replace with the following:

“4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant’s* direction to cover the shortfall. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in this paragraph 4.1.4, shall be deducted from the *Cost of the Work* by *Change Order* or by *Change Directive*.”

SC23.2 In **paragraph 4.1.5** after the words “by *Change Order*”, add “or *Change Directive*”.

SC23.3 Add the following as **paragraph 4.1.8**:

“4.1.8 The cash allowances, if any, are for the *Owner’s* use, at the *Owner’s* discretion. If the aggregate of the amounts of the cash allowances is not fully utilized, then the *Contract Price* shall be adjusted (i.e. reduced) accordingly. Such un-utilized portions of the cash allowances will be retained by the *Owner*. The *Contractor* shall account to the *Owner* for any cash or other discounts, rebates, or other consideration, reduction or adjustments, in connection with the costs related to cash allowances. The *Contractor* shall assist the *Owner* and the *Consultant* and will act for and in the best interests of the *Owner*, provide the services needed to elicit bids, quotes and proposals from any prospective *Subcontractor* or *Supplier*, in connection with the subject matter of the cash allowances.”

SC24. CONTINGENCY ALLOWANCE (GC 4.2)

SC24.1 In **paragraph 4.2.3**, add, at the beginning “Subject to paragraph 4.2.2 of GC 4.2 – CONTINGENCY ALLOWANCE,”.

SC24.2 In **paragraph 4.2.4**, after the words “by *Change Order*” add “or *Change Directive*”, and, at the end of **paragraph 4.2.4**, add the following: “The contingency allowance, if any, is for the *Owner’s* use, at the *Owner’s* discretion. If the aggregate of the amounts of the contingency allowance is not fully utilized, then the *Contract Price* shall be adjusted (i.e. reduced) accordingly. Such un-utilized portions of the contingency allowance will be retained by the *Owner*.”

SC25. FINANCING INFORMATION REQUIRED OF THE OWNER (GC 5.1)

SC25.1 Delete **GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER** in its entirety and replace it with the following:

“GC 5.1 – ESTIMATES

5.1.1 On the 25th day of each month during the *Contract Time*, the *Contractor* will deliver to the *Consultant* a draft of the *Contractor’s* proposed application for payment for all of the *Work* performed by the *Contractor* in that month, including an estimate of the *Work* to be performed and *Products* to be delivered at the date of such application for payment but before the end of that month, in order to facilitate and expedite payments under GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.8 – FINAL PAYMENT FOR THE WORK. Such draft application for payment will include all of the information and documents required for a *Proper Invoice*.

- 5.1.2 The *Contractor* shall review with the *Consultant* and the *Owner*, at a scheduled time, the percentage of *Work* completed for each item indicated in the schedule of values. This procedure shall be complied with for each application for payment prior to submitting the formal application for payment under paragraph 5.2.1.
- 5.1.3 Nothing in GC 5.1 – ESTIMATES is intended to condition, pre-condition, prevent or delay the *Contractor*'s right to submit its applications for payment in accordance with this *Contract* and the *Construction Act*."

SC26. APPLICATIONS FOR PROGRESS PAYMENT (GC 5.2)

SC26.1 Delete paragraphs 5.2.1 and 5.2.2 and replace with the following:

- "5.2.1 Notwithstanding paragraph 5.1.1, The *Contractor* shall submit its applications for payment to the *Consultant* and the *Owner* monthly as the *Work* progresses at least one day after the end of the month to which the application for payment relates, and not more than 180 days after, the end of the month to which the application for payment relates. Within 10 days following the *Contractor*'s application for payment, the *Contractor* shall additionally submit to the *Consultant* and the *Owner* a construction progress schedule and narrative as part of the application for payment.
- 5.2.2 The *Contractor* shall ensure that each application for payment for *Work* complies with the requirements set out in this *Contract*, and will include as part of it application for payment of all the documents and information required in this Part 5 – PAYMENT and required for a *Proper Invoice*. In each application for payment, the *Contractor* shall identify or summarize any changes, updates, additions and deviations from the draft and estimates provided in accordance with paragraph 5.1.1. The *Owner* may, in its discretion, reject any application for payment that does not comply with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT or GC 5.3 – PROGRESS PAYMENT, or the *Owner* may withhold up to 50% of the amounts otherwise payable in relation to that application for payment until such application for payment includes all of the documents and information required under this Part 5 – PAYMENT and for a *Proper Invoice*."

SC26.2 Add the following as **paragraph 5.2.8**:

- "5.2.8 The *Owner* shall have the right to require that the *Contractor* pre-purchase or pre-order particular *Products* (which may include *Product* for which cash allowances have been stipulated) as a cost saving measure (e.g. during periods of rapid cost escalation) or to ensure timely delivery to the *Place of the Work* when needed for the *Work*. Where the *Owner* has invoked this right, then, despite paragraph 5.2.3 of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, the *Contractor* shall be entitled include, in its applications for payment the amounts expended by the *Contractor* therefor, despite such *Products* not having yet been delivered to the *Place of the Work*."

SC27. PROGRESS PAYMENT (GC 5.3)

SC27.1 Replace paragraph 5.3.1.3 with the following:

- "3 subject to the certifications set out in the *Consultant*'s certificate for payment and the *Construction Act*, including the delivery of a notice of non-payment under the *Construction Act*, the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 days after the date that the *Consultant* or the *Owner* receives the *Contractor*'s application for payment in accordance with this *Contract*."

SC27.2 Add the following as **paragraphs 5.3.2 to 5.3.5**:

- "5.3.2 The *Owner* may withhold or deduct from amounts otherwise due to the *Contractor*:
- .1 the full value plus security for costs, of any construction lien filed against the title to the *Project* with respect to the *Work*, plus any costs, including legal costs, incurred by the *Owner* to have the lien released, discharged, or vacated;

- .2 any other monetary claims against the *Contractor* which are enforceable against the *Owner* including garnishing orders;
 - .3 security for any actual or potential liability to others for costs, damages or expenses resulting from the *Contractor's* performance of the *Work*;
 - .4 the *Warranty Holdback*; and
 - .5 any other amounts which the *Owner* is authorized to withhold or deduct under the terms of the *Contract*.
- 5.3.3 The *Owner* may, upon delivering to the *Contractor* a *Notice in Writing* or a notice of non-payment under the *Construction Act*, stating the basis and amount of deduction, withhold the whole or part of any progress or other payment otherwise due to the *Contractor*, to the extent the *Owner*, acting reasonably and in good faith, considers necessary to protect the *Owner* from any actual or anticipated loss, damage, claim, cost or expense arising from one or more of the following events or circumstances:
- .1 rejected materials or deficient or defective *Work* are not being remedied; or
 - .2 the *Contractor* is in breach or default of its liabilities or obligations under the *Contract*.
- 5.3.4 The *Owner* may elect to pay a portion or portions of any amounts due to the *Contractor* directly to one or more *Subcontractor* or *Suppliers* or to the labourers of one or more *Subcontractor* or *Suppliers*. Provided that the *Owner* shall not do so unless such action is warranted in the reasonable determination of the *Owner*. It shall be reasonable for the *Owner* to do so if the *Contractor* has failed to pay any *Subcontractor* or *Supplier* or the labourers of one or more *Subcontractor* or *Supplier* and in the reasonable determination of the *Owner* direct payment is warranted to assist in continuation of the progress of the *Work* or any part of the *Work*. Such payments will be credited against amounts due to the *Contractor*.
- 5.3.5 Title to all *Product* delivered to the *Place of the Work* for which credit for *Work* performed is claimed in any application for payment shall, on the making of such payment, vest in the *Owner*."

SC28. SUBSTANTIAL PERFORMANCE OF THE WORK (GC 5.4)

SC28.1 Add to the end of **paragraph 5.4.1** the following:

"The list shall also indicate the time required to perform the *Work* and, for each item, the cost to complete and the proposed completion date. The *Owner* and the *Consultant* may also prepare a supplementary list of items to be completed or deficiencies to be corrected by the *Contractor*. The *Consultant* shall determine the cost of completing the *Work* or correcting the deficiencies, and the *Owner* shall be entitled to withhold in addition to the *Construction Holdback* a deficiency holdback in an amount equal to two times the estimated cost. Payment of the deficiency holdback shall be made in accordance with GC 5.7 – FINAL PAYMENT and GC 13 – DEFICIENCIES AND UNCOMPLETED WORK."

SC28.2 Add the following as **paragraphs 5.4.4 to 5.4.8**:

- "5.4.4 The *Contractor* shall give to the *Owner* a minimum of 5 calendar days' advance *Notice in Writing* that it will request or apply for the certificate of *Substantial Performance of the Work*.
- 5.4.5 Together with its application for the certificate of *Substantial Performance of the Work*, the *Contractor* shall, subject to paragraph 5.4.6 of this GC 5.5, submit to the *Consultant* the following:
- .1 a current clearance letter from the *WSIB* confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the *WSIB*;

- .2 a properly executed Contractor's release in the format set out in Schedule C – Form of Release or as prescribed by the *Consultant*, releasing all claims except those for which *Notice in Writing* has been given to Owner as contemplated in paragraph 12.2.1.1 of GC 12.2 – WAIVER OF CLAIMS;
 - .3 a statement compiling and reconciling all *Change Orders* and *Change Directives*;
 - .4 a list of all claims and demands for changes and delay, or otherwise for adjustment or reimbursement or any other claims whatsoever, under or in connection with the Contract;
 - .5 letters of assurance for professional design and review from those professionals engaged by the *Contractor* under the provisions of the *Contract*, including applicable sealed *Shop Drawings*;
 - .6 all required manufacturer's inspections, certifications, guarantees, warranties as specified in the *Contract Documents*;
 - .7 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the *Contract Documents*;
 - .8 certificates issued by all permit issuing authorities indicating approval of all installations, work and improvements requiring permits;
 - .9 certificates and reports issued by all testing, commissioning, cleaning, inspection authorities and associations as applicable or specified in the *Contract Documents*, including reports and data from any testing;
 - .10 all required record *Drawings* and as built and as-installed documents in the form specified in the *Contract Documents*; and
 - .11 any other documents to be submitted by the *Contractor* as specified in the *Contract Documents* or reasonably required by the *Consultant*.
- 5.4.6 If the *Contractor* could not have, with all requisite diligence and attention, practicably obtained one or more of the items listed in GC 5.4.5 for the publication of the certificate of *Substantial Performance of the Work*, then delivery of such items may be deferred until the date that is 30 days following the publication of the certificate of *Substantial Performance of the Work*.
- 5.4.7 If the *Contractor* has not provided the documents required by the General Conditions by the 30th day after publication of the certificate of *Substantial Performance of the Work*, the *Owner*, at its discretion, shall be entitled to withhold an amount equal to up to 100 per cent of the amount of the *Construction Holdback* as security for the *Contractor's* delivery of the outstanding document(s). In the event of a withholding under this GC 5.4.7, the *Owner* shall pay the withheld amount to the *Contractor* upon the earlier of (a) the *Contractor's* delivery of such documents, (b) the end of the limitation related to any claim that could arise from the *Contractor's* non-delivery, and (c) a determination by the *Consultant* that such withheld amount should be released to the *Contractor*.
- 5.4.8 The *Consultant* will confirm in its certificate whether or not it approves the application for certification of *Substantial Performance of the Work*, including that all documents and information required to be provided by the *Contractor* were provided.
- 5.4.9 The *Owner* may require that, prior to the *Owner* making the payment otherwise due to the *Contractor* at the time of *Substantial Performance of the Work*:
- .1 the *Contractor* acknowledges and agrees (in the certificate of *Substantial Performance of the Work*, or in a separate document, as the *Owner* prescribes) that the *Contractor* does not have and will not make any claim for additional compensation for extras, changes or delays or any other claims whatsoever against the *Owner* in connection with the Contract or the

Project or the *Work*, and that the *Contractor* agrees that the payment made by the *Owner* shall be received by the *Contractor* in full and final settlement of the balance due to the *Contractor* under the Contract and of any and all claims of the *Contractor* in connection with the *Contract* (except only for the *Contractor's* claim for any amount expressly held back by the *Owner* for the list of deficiencies / uncompleted *Work*, the *Warranty Holdback*, or other amounts held back under this *Contract*). Despite any provision in the *Contract* to the contrary, the time for the *Owner* to make any payment otherwise due at the time of *Substantial Performance of the Work* shall be extended until any and all such claims have been settled or resolved; and

- 2 the *Contractor* undertakes and agrees (in the certificate of *Substantial Performance of the Work*, or in a separate document, as the *Owner* prescribes) to carry out the deficient or defective and incomplete *Work* within the specific dates set out and agreed upon by the *Contractor* and the *Owner*, or reasonably prescribed by the *Owner*.”

SC29. PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK (GC 5.5)

SC29.1 In **paragraph 5.5.1.1**, by add “containing all of the information and documents required under paragraph 5.4.5 and of a *Proper Invoice* that has not already been provided to the *Owner*, to the extent applicable” after “application for payment”.

SC29.2 Delete paragraph 5.5.3 in its entirety.

SC29.3 In **paragraph 5.5.4**, delete “the holdback amount authorized by the certificate for payment of the holdback”, and replace with “the *Construction Holdback* amount and any other holdback amount authorized by the certificate for payment of the holdback, subject to the *Construction Act* and to deliver by the *Owner* of a notice of non-payment under the *Construction Act*”.

SC30. PROGRESSIVE RELEASE OF HOLDBACK (GC 5.6)

SC30.1 Delete paragraph 5.6.1 and replace with the following:

“5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor* containing all of the documents and information required for an application for payment and a *Proper Invoice*, the applicable payment certifier has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* may pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*

SC31. FINAL PAYMENT (GC 5.7)

SC31.1 In **paragraph 5.7.1**, add “containing all of the documents and information required of a required under paragraph 5.2.2 and a *Proper Invoice*, as well as 3 reproducible copies of as-built drawings (if not already provided),” after the words “final payment”.

SC31.2 Add the following as **paragraphs 5.7.5 to 5.7.7**:

“5.7.5 No partial or progressive payments of the deficiency holdback amounts will be considered. No application for payment for final payment will be accepted until all incomplete and deficient *Work* has been completed to the satisfaction of the *Consultant*.

5.7.6 If the defective or incomplete *Work* is not corrected or completed by the *Contractor* within the reasonable time established pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, then the *Owner* may have all or a portion of the deficient or

defective work corrected or completed by whatever means may be expedient and the *Owner* may deduct and set off all associated costs against amounts otherwise owed or payable to the *Contractor*.

- 5.7.7 The issuance of a final certificate for payment or the payment of *Construction Holdback* and deficiency holdback amounts shall not relieve the *Contractor's* responsibility for correction of any other deficiencies or incomplete items, at no additional cost to the *Owner*, that may not have been included in the list of deficient items or which may not have been apparent during the review carried out pursuant to GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK.”

SC32. WITHHOLDING OF PAYMENT (GC 5.8)

SC32.1 Add the following as **paragraph 5.8.2**:

“5.9.2 Except where a lien has been filed as a result of the *Owner's* failure to pay in accordance with the terms of the *Contract* (which for clarity shall include any circumstance in which the *Owner* or the *Consultant* has improperly refused to issue a change order or change directive in respect of a change in the *Work*), the *Contractor* and its *Subcontractor* and *Suppliers* shall give prior *Notice in Writing* to the *Owner* of their respective intention to file or assert a lien at the *Place of the Work* or against the title to the *Project* or against the holdback funds:

- .1 If a lien is filed on the *Place of the Work* or against the title to the *Project* or against the holdback funds by a *Subcontractor* or *Supplier*, the *Contractor* shall, at the *Contractor's* cost, within ten (10) *Working Days* after the receipt of *Notice in Writing* from the *Owner* or the *Consultant*, secure or otherwise remove the lien and defend, indemnify and save harmless the *Owner* and the *Consultant* in respect of any action which may arise as a result of such lien; and
- .2 if the *Contractor* fails to secure or otherwise remove such lien within the time specified and defend, indemnify and save harmless the *Owner* and the *Consultant* in respect of any action arising therefrom, then notwithstanding any other provision in the *Contract Documents*, the *Owner* shall be entitled to withhold further payment to the *Contractor* until all liens are secure or otherwise removed, and the *Owner* may secure or otherwise remove the lien by whatever means may be expedient and the *Contractor* shall pay for all associated costs and expenses incurred by the *Owner*, including legal fees on a solicitor and his own client basis. In such circumstances, the *Owner* may deduct and set off the amounts paid to secure or otherwise remove the lien and costs and expenses incurred from amounts otherwise payable to the *Contractor*.”

SC33. OWNER'S RIGHT TO MAKE CHANGES (GC 6.1)

SC33.1 In **paragraph 6.1.1.2**, add “or *Change Directive*” after the words “by *Change Order*”.

SC33.2 Add the following at the end of **paragraph 6.1.2**:

“This requirement is of the essence and it is the express intention of the parties hereto that any claims for a change in the *Contract Price* shall be based, and that the *Contract Time* shall be altered, only upon strict compliance with the requirements of GC 6 – CHANGES IN THE WORK. Accordingly, no course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work* and no claim 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 payment under this *Contract* or any extension of the *Contract Time* without a *Change Order* or *Change Directive*.”

SC33.3 Add the following as **paragraph 6.1.3**:

“6.1.3 The amounts or methods of adjustment agreed upon pursuant to GC 6.2 – CHANGE ORDER and the adjustment, markups and basis for valuing the cost set out in GC 6.3 – CHANGE DIRECTIVE shall encompass and include any and all claims of any kind whatsoever of the *Contractor* resulting from the change in the *Work*, including claims for delay, impact or acceleration of the *Work*. The

Contractor shall not be entitled to any further claim or adjustment, for time or delay or price, therefor.”

SC34. CHANGE ORDER (GC 6.2)

SC34.1 Add the following as **paragraphs 6.2.3 to 6.2.6**:

- “6.2.3 The *Contractor* shall provide quotations for proposed changes in the *Work* in the form and within the time frame reasonably requested by the *Consultant*. The *Contractor* acknowledges that failure to do so will result in delays to the approval and payment of changes in the *Work* and additional costs to the *Owner*. If the *Contractor* fails to provide good faith quotations in the form or time prescribed, then the *Consultant* will be entitled to establish a reasonable valuation for the change in the *Work* and to establish a reasonable adjustment, if any, in the *Contract Time* attributable to the change in the *Work*, and the *Contractor* shall be bound thereby.
- 6.2.4 If the *Owner* elects to proceed with a change in the *Work* on the basis of cost of the *Work*, then the *Contractor* shall be entitled to an adjustment in the *Contract Price* as set out in GC 6.3 – CHANGE DIRECTIVE.
- 6.2.5 When requested by the *Consultant*, the *Contractor* shall promptly provide itemized labour and material cost breakdowns and any other detailed information required to substantiate the *Contractor* claims for a change to the *Contract Price* or *Contract Time*.
- 6.2.6 Upon issuance of a *Change Order* by the *Consultant* to the *Contractor* for a proposed change in the *Work*, the *Contractor* is deemed to have accepted the valuation for the change in the *Work* proposed by the *Consultant* and the adjustment if any in the *Contract Time* proposed by the *Consultant* if no *Notice in Writing* disputing it is given to the *Owner* within three (3) *Working Days* of the date of issuance of the *Change Order*.”

SC35. CHANGE DIRECTIVE (GC 6.3)

SC35.1 In **paragraph 6.3.3**, delete the words “direct a change in the *Contract Time* only”, and replace with “accelerate the date for attainment of *Substantial Performance of the Work* to a date that is earlier than the fixed date that appears in Article A-1.3”.

SC35.2 In **paragraph 6.3.6.3**, delete the words “fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties”, and replace with:

“percentage fee, referred to in paragraphs 6.3.6.1 and 6.3.6.2 of this GC 6.3 – CHANGE DIRECTIVE, and the cost of performing the *Work* to be valued in accordance with paragraph 6.3.7 of this GC 6.3 – CHANGE DIRECTIVE and shall be calculated and determined applying the following percentage mark-ups for overhead and profit:

- (a) For the performing contractor, one 10% mark-up on the direct cost of the net change in the *Work* for the performing contractor shall be allowed. The performing contractor is the one who is directly carrying out the actual change in the *Work*. The performing contractor may be the *Contractor* or any *Subcontractor*; and
- (b) A 5% mark-up on the performing contractor’s work, for each administering contractor (where applicable), irrespective of the number of administering contractors (provided that reasonable efforts will be made by the *Contractor* to minimize the number of administering contractors needed) that may exist between the performing contractor and the *Owner*.

The principle to be applied is that the entity (the performing contractor) that actually does the work shall add ten percent (10%) and five percent (5%) of the net increased cost of the work done by it, and intermediate entities (between the performing contractor and the *Owner*), including the *Contractor*, shall each add five percent (5%) for administering the change. These percentages include all *Contractor* head office overhead (which includes processing and supervision).”

SC35.3 In **paragraph 6.3.7**, add the following at the end:

“provided that:

- (a) if unit prices are set out in the Contract or subsequently agreed upon, then the unit prices alone shall govern, despite the other provisions of paragraph 6.3.6 and of this paragraph 6.3.7 of GC 6.3 – CHANGE DIRECTIVE; and
- (b) payment for the cost of performing the work attributable to the *Change Directive* shall be made only if and to the extent that the *Contractor* has taken all reasonable steps to mitigate and minimize the impact of the change and the resulting cost, and only to the extent of the incremental increase if any in the outlays of the *Contractor* attributable to the *Change Directive*, and, as to any personnel or resources not exclusively dedicated to the work attributable to the *Change Directive*, only a reasonable allocation or reasonable hourly or other time charge shall be applied, and shall exclude any charges for personnel (such as the principals and executive and senior officers of the *Contractor*) and resources the *Owner* could reasonably expect would form part of *Contractor's* head office overhead (for which the percentage fee is stipulated in paragraph 6.3.6.3).”

SC36. CONCEALED OR UNKNOWN CONDITIONS (GC 6.4)

SC36.1 Add the following as **paragraph 6.4.5**:

“6.4.5 Notwithstanding anything in the *Contract* to the contrary, the *Contractor* confirms that, prior to responding to the *Owner's* procurement for the *Work Authorization*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.1.6 of GC 3.1 – CONTROL OF THE WORK. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission to the *Owner's* procurement.”

SC37. DELAYS (GC 6.5)

SC37.1 In **paragraph 6.5.1**, add the phrase “, but excluding any consequential or loss of potential earnings damages.” at the end of the paragraph.

SC37.2 Delete **paragraph 6.5.2** in its entirety.

SC37.3 Amend **paragraph 6.5.3** as follows:

- .1 Delete “one” and replace with “ones” in **paragraph 6.5.3.4**;
- .2 Add “including due to a stop work order issued by a court or other public authority, provided 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, but except lack of funds or breakdown of *Construction Equipment*” at the end of **paragraph 6.5.3.4**; and
- .3 In the final paragraph of **paragraph 6.5.3**, delete “in consultation with the *Contractor*. The extension of time shall not be less than”, and replace with “in consultation with the *Contractor* and the *Owner*. Subject to paragraphs 6.5.4 and GC 6.5.6, the extension of time shall not be less than”; and delete “unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.”

SC37.4 At the end of **paragraph 6.5.4**, add the following:

“A notice of claim with respect to any delay shall indicate the reasons for such delay and the best estimate of the *Contractor* as to its estimated duration and the likely effect upon the time to complete the *Work*. Upon termination of the circumstances giving rise to the delay, the *Contractor* shall give to the *Owner* *Notice in Writing* of the termination of the delay.”

SC37.5 Add the following as **paragraphs 6.5.6 to 6.5.8**:

- “6.5.6 The extension of *Contract Time* and reimbursement of costs shall be made only if and to the extent that the *Contractor* has taken all reasonable steps to mitigate and minimize the impact of the delay, and can establish with supporting documentation that the delays materially affected the *Contractor’s* performance of the *Work* within the *Contract Time* and the *Contractor’s* costs in the performance of the *Work* to such a degree that no reasonable measures could have been taken (other than those that were taken by the *Contractor*) to avoid or prevent the additional time and costs incurred. Any claim by the *Contractor* for delay shall apply only to the extent that the delay exceeds two calendar months, and only in respect of periods for which there was no concurrent delay caused or materially contributed to by the *Contractor*. Any float (also described as “slack” or “cushion”) that exists in the construction schedule does not belong exclusively to the *Owner* or exclusively to the *Contractor*, but rather will: firstly, be used for and applied to obviate any delay or extension of time otherwise provided for in the *Contract* (including any delay or extension of time that would otherwise result from a *Change Order* or *Change Directive*) that the *Contractor* would otherwise be entitled to, and despite any provision of the *Contract* allowing for delay or extension of time the *Contract Time* will not be delayed or extended to the extent that float is available at the time the matter, circumstance or event arose or occurred; and any remaining will, in the administration and interpretation of the *Contract*, be shared and applied equitably by and between the *Owner* and the *Contractor*.
- 6.5.7 The claim for reimbursement by the *Contractor* under paragraphs 6.5.1 and 6.5.2 of GC 6.5 – DELAYS shall be determined on the basis of the cost of the *Contractor’s* actual expenditures and savings attributable to the delay, valued in accordance with paragraph 6.3.7 of GC 6.3 – CHANGE DIRECTIVE. No claim for profit or overhead shall be included other than as stipulated in paragraphs 6.3.6.3 and 6.3.7 of GC 6.3 – CHANGE DIRECTIVE.
- 6.5.8 If the *Contractor* fails to perform the *Work* in accordance with the construction schedule as amended from time to time, the *Consultant* may direct the *Contractor*, at the *Contractor’s* own cost, to take whatever measures the *Consultant* considers necessary, including but not limited to, overtime, weekend work, shift work and an expanded work force and additional equipment to ensure or endeavor to ensure the completion of the *Work* within the *Contract Time*.
- 6.5.9 The parties acknowledge the occurrence of the COVID-19 virus pandemic (the “**Pandemic**”) and related declarations of a state of emergency and public orders by the Province of Ontario and other governmental authorities (“**Pandemic Orders**”) prior to the date of this *Contract* and any *Work Authorization*. The parties agree that any resulting impacts, delays and costs from the *Pandemic* and the *Pandemic Orders* have been incorporated into the *Contract Time*, the construction schedule, *Contract Price*, and all contracts or written agreements with *Subcontractors* and *Suppliers* entered into after the date of the *Work Authorization*, to the extent that they arise from the *Pandemic* or *Pandemic Orders*. For greater certainty, nothing in this paragraph is intended to prevent or limit the *Contractor’s* entitlements under GC 6.5 – DELAYS to the extent the *Pandemic* or further *Pandemic Orders* give rise to additional impacts after the date of the *Work Authorization*.”

SC38. CLAIMS FOR A CHANGE IN CONTRACT PRICE (GC 6.6)

SC38.1 Add the following as **paragraphs 6.6.7 and 6.6.8**:

- “6.6.7 Where changes are to be evaluated on the basis stipulated in paragraph 6.3.7 of GC 6.3 – CHANGE DIRECTIVE, the *Contractor* shall promptly submit a detailed breakdown of all labour, materials, overhead and profits of each performing contractor. Contemporaneous records are required. The *Owner* is not liable for costs not so substantiated.
- 6.6.8 For any change or contemplated change, the *Contractor* shall, upon the request of the *Owner*, promptly submit a proposed claim for lump sum adjustment to the *Contract Price* for the scope of the change and a proposed overall change in *Contract Time*, if any.”

SC39. OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK, OR TERMINATE THE CONTRACT (GC 7.1)

SC39.1 Add “commits an act of bankruptcy, is insolvent,” after the word “adjudged bankrupt” into the first line of **paragraph 7.1.1** and add “or the *Contract*” after “the *Contractor*’s right to continue with the *Work*”.

SC39.2 Delete “as provided in paragraphs 7.1.1 and 7.1.4” from the first line of **paragraph 7.1.5**, and replace with “in whole or in part, as provided in paragraphs 7.1.1 and 7.1.4, or terminates the *Contract*, in whole or in part, or GC 15 – LABOUR AFFILIATIONS or GC 16 – LABOUR DISPUTES or elsewhere in the *Contract*”.

SC39.3 Delete paragraph 7.1.5.1 and replace with:

“.1 take possession of the *Work* and, subject to the rights of third parties, all *Products*; utilize the *Construction Equipment*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and.

SC39.4 Add “, and” to the end of **paragraph 7.1.5.4** and add the following as a new **paragraph 7.1.5.5**:

“.5 terminate the *Contract*, any *Work Authorizations*, and any other contract between the *Owner* and *Contractor* on notice to the *Contractor*.”

SC39.5 Add the following as **paragraphs 7.1.7 to 7.1.11**:

“7.1.7 For greater certainty, but without limiting the circumstances in which notice of default might be given, the *Owner* will be entitled to give the *Contractor Notice in Writing* that the *Contractor* is in default pursuant to paragraph 7.1.2 of GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK, OR TERMINATE THE CONTRACT and instruct the *Contractor* to correct the default as set out therein:

- .1 if the *Contractor* fails to make payment to its *Subcontractors and Suppliers*;
- .2 if *Work* of the *Contractor* is rejected and the *Contractor* fails to promptly correct same;
- .3 if the *Contractor* has made an assignment of the *Contract* without the required consent of the *Owner*;
- .4 if the *Contractor* abandons the *Work*;
- .5 if the *Contractor* fails to provide bonds or contract security required;
- .6 if the *Contractor* fails to carry and maintain required insurance;
- .7 if the *Contractor* fails to discharge construction liens when required to do so; and
- .8 if the *Contractor* fails to take steps satisfactory to the *Consultant* to expedite the performance of the *Work* or fails to provide a *Recovery Schedule* acceptable in form and content to the *Consultant*, or fails to provide documents requested by the *Consultant* to confirm adherence to a *Recovery Schedule*.

“*Recovery Schedule*” refers to documentation and information produced, prepared and provided by the *Contractor* to the *Consultant* to establish to the satisfaction of the *Consultant* how the progress of the *Work* or any aspect of it will be expedited to ensure that the construction schedule, and specific milestone dates from time to time designated by the *Owner* acting reasonably, will be met. The *Recovery Schedule* shall provide full and sufficient detail to enable the *Consultant* to be satisfied as to the precise steps that the *Contractor* will take to expedite progress, including but not limited to detailing any proposed increase in manpower, any proposed overtime work, any proposed re-sequencing of *Work* and any proposed expediting of deliveries of *Product* or equipment.

- 7.1.8 The *Owner* may, without cause, by giving the *Contractor* thirty (30) days' prior *Notice in Writing*, terminate the *Contract*, terminate a *Work Authorization*, or terminate the *Contractor's* right to continue with the *Work* or portions of the *Work*. The *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination, for loss sustained upon *Products* and construction machinery and *Construction Equipment*, demobilization, and such other unavoidable, mitigated and evidenced damages as the *Contractor* may have sustained as a result of the termination of the *Work Authorization* or *Contract*. Paragraph 7.1.5.1 of GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT shall apply, but paragraphs 7.1.5.2, 7.1.5.3 and 7.1.5.4 shall not apply.
- 7.1.9 The *Owner* may require that the *Contractor* suspend performance of the *Work* either for a specified period or an unspecified period by giving *Notice in Writing* of suspension to the *Contractor*. When such *Notice in Writing* is received by the *Contractor*, the *Contractor* will suspend all operations in respect of the *Work* or such part of the *Work* which may be identified as suspended. The *Owner* will compensate the *Contractor* for reasonable costs sustained by the *Contractor* as a result of the suspension, applying GC 6.5 – DELAYS. The *Contractor* will make every effort to mitigate these costs and expenses to the *Owner*. If the period of suspension is ninety (90) days or less, upon notification by the *Owner*, the *Contractor* will resume the performance of the *Work* as soon as practicable and within seven (7) days in accordance with the terms of the *Contract*. If the period of suspension exceeds ninety (90) days, no work will be resumed or be completed in accordance with the terms of the *Contract* prior to the parties having agreed upon the resumption and its terms and conditions. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination.
- 7.1.10 Unless the *Owner* expressly states otherwise in its notice of termination, termination of a *Work Authorization* will not terminate the *Contract*. The *Owner's* termination of the *Contract* will terminate the *Work Authorization*.
- 7.1.11 Upon a termination of a *Work Authorization* or of the *Contract*, the *Owner* may, but will not be obliged to, publish a notice of termination in the form and manner prescribed in the *Construction Act*. For greater certainty, a termination in accordance with this GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT will be effective whether or not a notice of termination is published.”

SC40. CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT (GC 7.2)

SC40.1 Add “commits an act of bankruptcy,” after the word “bankrupt” into the first line of **paragraph 7.2.1**.

SC40.2 Delete “20 *Working Days*” and replace with “sixty (60) days” in the first line of **paragraph 7.2.2**.

SC40.3 Delete **paragraph 7.2.3.1**.

SC40.4 Delete **paragraph 7.2.3.2**.

SC40.5 Add the following at the end of **paragraph 7.2.4**:

“If the default cannot be corrected in the 10 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Owner* shall be in compliance with this paragraph if the *Owner*:

- .1 commences the correction of the default within the specified time, and
- .2 provides the *Contractor* with an *acceptable* schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.”

SC41. AUTHORITY OF THE CONSULTANT (GC 8.1)

SC41.1 In **paragraph 8.1.3**, in the 1st line, add the word “written” before the word “instructions”.

SC42. NEGOTIATION, MEDIATION AND ARBITRATION (GC 8.2)

SC42.1 Add the following as **paragraphs 8.2.9 and 8.2.10**:

“8.2.9 Notwithstanding anything else in this *Contract*, in the event of a dispute relating to payment arising prior to the completion of the *Work*, the parties may adjudicate such dispute in accordance with the *Construction Act*.

8.2.10 If mediation, arbitration or court proceedings were commenced prior to the delivery of a notice of adjudication under the *Construction Act* relating to a payment dispute, upon the commencement of such adjudication, to the extent the mediation, arbitration or court proceedings relate to such payment dispute, the parties shall take all steps to ensure that the mediation, arbitration or court proceedings will continue and not be paused, withdrawn, or discontinued, as applicable, unless the parties agree in writing.”

SC43. TOXIC AND HAZARDOUS SUBSTANCES (GC 9.2)

SC43.1 Add the following as **paragraphs 9.2.10 to 9.2.13**:

“9.2.10 The *Contractor* shall ensure that it, and all of its *Subcontractors* and *Supplier*, comply with the terms, conditions and procedures set out in Schedule B – Handling of Hazardous Materials.

9.2.11 The *Contractor* shall be responsible for all toxic or hazardous substances at the *Place of the Work*, including *Product*, brought on brought to the *Place of the Work* by the *Contractor* or any *Subcontractor* or *Supplier*, and the proper handling, use, and (if applicable) installation or incorporation into the *Work* thereof. After proper completion of the *Work*, the *Contractor* shall not be responsible for *Product* properly installed or incorporated into the *Work*.”

9.2.12 If the *Work Authorization* contains a completed Attachment B – List of Environmental Reports, Attachment B – List of Environmental Reports for the *Place of the Work* contains a list of environmental reports provided by the *Owner* to the *Contractor*, relating to the *Place of the Work*. The *Contractor* acknowledges and agrees that:

- .1 the *Owner* provided the *Contractor* with Attachment B – List of Environmental Reports for the *Place of the Work* as part of the tender documents for the *Project*;
- .2 the *Contractor* shall ensure that each prospective *Subcontractor* for the *Project* receives a copy of Attachment B – List of Environmental Reports for the *Place of the Work* before entering into a binding contract for the supply of work on the *Project*; and
- .3 The *Contractor* shall handle, remove and dispose of all materials within the building footprint identified in Attachment B – List of Environmental Reports for the *Place of Work* in accordance with the reports within the building footprint.

9.2.13 In the event that the scope of the *Work* is altered during the course of construction to affect or incorporate new areas of an existing building / facility, the *Contractor* shall immediately request from the *Owner* any information that the *Owner* may have with respect to hazardous materials in the new areas and shall comply with the requirements of paragraph 9.2.11 with respect to any hazardous materials, including asbestos containing materials, identified or suspected to be present in the new area.”

SC44. CONSTRUCTION SAFETY (GC 9.4)

SC44.1 Delete GC 9.4 – CONSTRUCTION SAFETY in its entirety and replace with the following:

“9.4.1 The *Contractor* represents, warrants, and covenants to the *Owner* that:

- (a) the *Contractor* is properly qualified and capable of performing the *Work* in a professional manner and in compliance with all *OHSA* requirements and safe practices;
- (b) the *Contractor* is properly licensed, equipped, organized and financed to perform the *Work* in compliance with all *OHSA* requirements and safe practices; and
- (c) the *Contractor* has fully investigated and satisfied itself as to the characteristics of the *Place of the Work* that may affect the *Work*, the performance of the *Work* and the health and safety of the workers.

9.4.2 The *Contractor* acknowledges and agrees that:

- (a) the *Owner* is the “**owner**” only for the purposes of *OHSA* and that the *Owner* shall not be responsible for health and safety at the *Place of the Work*;
- (b) 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 solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*; and
- (c) the *Contractor* shall be solely responsible for the safety of the workers, *Subcontractors* and *Suppliers*, and of all other persons who enter the *Place of the Work*, and their plant and equipment, whether during working hours or not, and for that purpose shall install such hoardings and signs subject to owner specifications and incorporate such safety and security measures as may be necessary to ensure the safety of such persons.

9.4.3 Without limiting the generality of paragraphs 9.4.1 and 9.4.2, the *Contractor* acknowledges and agrees that it is:

- (d) both the “**constructor**” and the “**employer**” within the meaning of the *OHSA* and the *Contractor* will carry out the duties and responsibilities of each of the “**constructor**” and the “**employer**” with respect to the *Work* and the *Place of the Work*;
- (e) the person who directly retains a contractor or subcontractor to perform construction work within the meaning of section 141.1 of the *Workplace Safety Insurance Act* (the “**Section 141.1 Person**”); and
- (f) responsible to ensure that the measures and procedures prescribed by the *OHSA* and the regulations made under the *OHSA*, including the WHIMIS regulation and the regulation for Workplace Hazardous Materials Information System (collectively the “**OSHA Regulations**”).

The *Contractor* will, as the “**constructor**”, the “**employer**” and the “**Section 141.1 Person**”, comply with, and ensure compliance by *Subcontractors* and *Suppliers* with the *Workplace Safety Insurance Act* and its regulations, and the *OHSA* and the *OSHA Regulations*, and shall pay assessments or compensation required to be paid under applicable legislation. If the *Contractor* or any *Subcontractor* fails to pay any due assessment or compensation, the *Owner* may make such payment on behalf of the *Contractor* or any *Subcontractor*, but will not be obliged to do so. The *Contractor* shall reimburse the *Owner* the amount of such payment on demand. The *Owner* may set off any amounts paid against money otherwise owed to the *Contractor*.

9.4.4 The *Contractor* will deliver the completed approved registration form required by Section 5 of Ontario Regulation O. Reg. 213/91, as amended by O. Reg. 145/00 (Construction Projects) to the Ministry Office located nearest to the *Place of the Work* prior to beginning *Work* on the *Project*.

9.4.5 If the *Owner* engages any other contractor to perform any work or services at the *Place of the Work* during the *Contract Time*, the *Owner* will be responsible for ensuring that such other contractors comply with the health and safety rules, policies, procedures and directions of the *Contractor*.”

SC45. LAWS, NOTICES, PERMITS AND FEES (GC 10.2)

SC45.1 In **paragraph 10.2.6**, in the 1st line, delete the word “The” and replace with the following: “Subject to paragraph 3.4.1 of GC 3.4.”.

SC46. WORKERS’ COMPENSATION (GC 10.4)

SC46.1 Add the following as **paragraphs 10.4.3 and 10.4.4**:

“10.4.3 The *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, actions, suits or proceedings by any of the employees of the *Contractor* or *Subcontractors* with respect to worker’s compensation insurance. This indemnity shall survive the completion of the *Work* or the termination for any reason of the *Contract*.

10.4.4. Without limiting the *Contractor*’s obligations under paragraphs 5.2.2 of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT and 5.4.5.1 of GC – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall, promptly following the expiration of any *WSIB* certificate previously provided to the *Owner*, provide the *Owner* with an updated *WSIB* certificate confirming that the *Contractor* remains in good standing with *WSIB*.”

SC47. INSURANCE (GC 11.1)

SC47.1 Add the following at the beginning of **paragraph 11.1.1**: “Subject to any different insurance requirements set out in the *Owner*’s procurement documents or the *Work Authorization*,”.

SC48. CONTRACT SECURITY (GC 11.2)

SC48.1 Add the following at the end of **paragraph 11.2.1**: “, as set out in the *Owner*’s procurement documents, or as required under the *Construction Act*”.

SC48.2 Replace paragraph 11.2.2 with the following:

“If the *Contract Documents* or the *Construction Act* require surety bonds to be provided, such bonds shall be in the forms required under the *Construction Act*, issued by a surety company deemed acceptable by the *Owner*, and be maintained in good standing until the fulfillment of the *Contract*.”

SC49. INDEMNIFICATION (GC 12.1)

SC49.1 In the second line of **paragraph 12.1.1**, add “defend” after “each”.

SC49.2 In **paragraph 12.1.3**, add at the end of the paragraph “and shall extend to and apply of the benefit of the agents and employees of the party to be indemnified”.

SC50. WAIVER OF CLAIMS (GC 12.2)

SC50.1 In **paragraph 12.2.1**, delete “the *Contractor* waives and releases the *Owner* from” and replace with “the *Contractor*’s request or application for the certificate of *Substantial Performance of the Work* shall constitute a waiver and release by the *Contractor* of any and”.

- SC50.2 In **paragraph 12.2.1.1**, delete “no later than the sixth calendar day ... at the *Place of the Work*” and replace with “together with or prior to the *Contractor*’s request or application for the certificate of *Substantial Performance of the Work*”.
- SC50.3 In **paragraph 12.2.3**, delete “Subject to ... the *Contractor* from” and replace with “The payment by the *Owner* of the *Construction Holdback* shall constitute a waiver and release by the *Owner* of any and”.
- SC50.4 In **paragraph 12.2.3.1**, add "or a notice of non-payment" after "Notice in Writing", and delete “no later than the sixth calendar day ... at the *Place of the Work*” and replace with “together with or prior to the issuance of the certificate of *Substantial Performance of the Work*”.
- SC50.5 Add the following at the end of **paragraph 12.2.3.2**: "or any other indemnification claim to which the *Owner* is entitled under this *Contract*."
- SC50.6 In **paragraph 12.2.3.4**, add at the end “or for which the aggregate cost of repair or remedying the defects or deficiencies would be greater than \$500,000 or would be greater than 10% of the original Contract Price”.
- SC50.7 In **paragraph 12.2.4**, delete “should any limitation statute of ... Civil Code of Quebec” and replace with “or, as to any defect or deficiency or other claim of which the *Owner* is not aware at the end of the said period of six years, a period of two years after the *Owner* became aware”.
- SC50.8 In **paragraph 12.2.8**, add, immediately before the words “further interim” and again immediately before the words “submit a final account”, the following: “, upon request,”.
- SC50.9 Replace paragraph 12.2.9 with the following:
- “12.2.9 For greater certainty, in paragraphs 12.2.1, 12.2.2, 12.2.3 and 12.2.5 of GC 12.2 – WAIVER OF CLAIMS, “claims” includes claims based on changes and delay - e.g. under Part 6 – CHANGES IN THE WORK.”
- SC50.10 Delete paragraph 12.2.10 in its entirety.

SC51. WARRANTY (GC 12.3)

- SC51.1 Add after “in paragraph 12.3.6” the words “or elsewhere in the Contract” in **paragraph 12.3.1**.
- SC51.2 In **paragraph 12.3.3**, delete “, through the *Consultant*,”. Also delete “one year warranty period” and replace with “applicable warranty period, as set out in the Contract”.
- SC51.3 Delete in **paragraph 12.3.4**, “one year warranty period.” and replace with “applicable warranty period, as set out in the Contract. The *Contractor* shall immediately take the necessary steps and measures to protect against further damage. Defects or deficiencies for the purposes of the warranties in this GC 12.3 – WARRANTY or elsewhere in the Contract shall include shrinkage, expansion, and movement in respect of the *Work*. The *Contractor* shall also be responsible for and bear all costs involved in removing, replacing, repairing or restoring elements of the *Work* that may be affected in the process of making the correction of defects or deficiencies, or to gain access. The *Contractor* shall reimburse the *Owner* for any related investigation costs required to identify defects or deficiencies or to delineate the affected areas and to re-test to confirm the acceptability of the repairs.”
- SC51.4 In **paragraph 12.3.6**, delete “one year warranty period as described in paragraph 12.3.1” and replace with “applicable warranty period, as set out in this GC 12.3 – WARRANTY”. Add at the end of paragraph 12.3.6 of GC 12.3 – WARRANTY the following: “The *Contractor* shall deliver the originals plus two copies of such warranties to the *Consultant* within 60 days after *Substantial Performance of the Work*.”
- SC51.5 Add the following as **paragraphs 12.3.7 to 12.3.10**:

- “12.3.7 If the *Contractor* fails to perform warranty work, the *Owner* may have the warranty work completed and may deduct and set off against amounts (including any *Warranty Holdback*) owed or payable to the *Contractor* all related costs, damages and expenses.
- 12.3.8 If any particular defect, deficiency or warranty item requires only minor adjustments or repairs, then the original warranty period shall be temporarily suspended but shall resume to run from the date the adjustment or repair has been successfully completed. If the defect, deficiency or warranty item requires modification or replacement in whole or in part, then the warranty period for the portion of the *Work* or *Products* modified or replaced shall be deemed to commence anew from the date the modification or replacement work has been successfully completed.
- 12.3.9 The warranties set out in this GC 12.3 – WARRANTY or elsewhere in the *Contract* do not restrict the liability of the *Contractor* that would otherwise apply.
- 12.3.10 The *Owner* may deduct and withhold from the *Contractor* an amount reasonably considered by the *Owner* as appropriate and necessary to secure performance during the warranty period (the “**Warranty Holdback**”). Such *Warranty Holdback* may be deducted by the *Owner* from amounts otherwise owed to the *Contractor* under the *Contract* in circumstances where the *Contractor* has not provided a performance bond for the *Work* and the *Owner* reasonably determines that the *Contractor’s* performance during the course of the *Work* was not satisfactory. For this purpose, “not satisfactory” may mean dissatisfaction with the quality of the work performed or dissatisfaction with the *Contractor’s* level of cooperation and commitment to the *Work*, such that the *Owner* has reasonable concern that the *Contractor* would not respond in a timely fashion or at all to a claim on the warranty. The *Warranty Holdback* would stand as security for the faithful performance of the *Contractor’s* warranty obligations and would be payable to the *Contractor* 30 days after the expiration of the applicable warranty period.”

SC52. DEFICIENCIES AND UNCOMPLETED WORK (GC 13)

SC52.1 Add the following as GC 13:

“GC 13 – DEFICIENCIES AND UNCOMPLETED WORK

- 13.1 For all purposes of the *Contract*, the *Work* and any portion of the *Work* will not be considered to have been completed, and deficiencies and defects will not be considered to be corrected, until the following have occurred:
- 1 the *Contractor* has reported in writing (by way of an application for payment, or otherwise):
 - (a) that the *Work* or the said portion thereof has been completed and the deficiencies and defects have been corrected, as the case may be; and
 - (b) if required by the *Owner*, that applicable inspections, approvals, letters of assurance, manufacturer’s certifications and warranties, permits, testing and commissioning have been obtained and carried out, relative thereto, and the *Contractor* has provided to the *Owner* such evidence thereof as reasonably required by the *Owner*;
 - 2 the requirements of the *Contract Documents* have been complied with, relative thereto;
 - 3 the *Consultant* has certified and reported to the *Owner* that such *Work* has been completed or deficiencies and defects corrected, as the case may be, and the *Consultant* has been afforded a reasonable opportunity, after the matters under this GC 13 have been satisfied, to do so; and
 - 4 for determination of *Substantial Performance of the Work*, the *Consultant* has certified and reported to the *Owner* that the value, as reasonably determined by the *Consultant*, of (in the aggregate) uncompleted *Work* and *Work* to be corrected (including all deficiencies and defects is not more than the threshold set out in section 2(1) of the *Construction Act*, and the *Consultant*

has been afforded a reasonable opportunity, after the matters under this GC 13 have been satisfied, to do so.

- 13.2 At all times the *Owner* may withhold from payment otherwise due to the *Contractor*:
- .5 twice the value, as reasonably determined by the *Owner*, of all deficiencies and defects (which includes rejected materials or deficient or defective *Work*);
 - .6 the value of uncompleted *Work*, according to the *Owner*'s reasonable estimate, from time to time as the *Work* progresses, of the cost to complete any uncompleted *Work*; and
 - .7 an amount to be reasonably determined by the *Owner* as security for timely delivery of any outstanding items described in paragraph 5.4.5 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK .

For this purpose, the identification or characterization of deficiencies and defects (to which paragraph 13.1.1 applies), as opposed to uncompleted *Work* (to which paragraph 13.1.4 applies) shall be determined from time to time by the *Owner* acting reasonably.

- 13.2 To ensure that sufficient monies are available to the *Owner* if required for the purpose of deficiencies and defects and uncompleted *Work* on the anticipated list of deficiencies / uncompleted *Work* and other holdbacks stipulated under the *Contract*, as the *Contractor* approaches *Substantial Performance of the Work* the *Owner* may holdback such amounts as the *Owner* reasonably considers would be prudent therefor.”

SC53. THE CONSTRUCTION ACT (GC 14)

SC53.1 Add the following as GC 14:

“GC 14 – THE CONSTRUCTION ACT

- 14.1 Certification by the *Contractor* in respect of release of holdback monies by the *Owner* in respect of amounts due to any such “subcontractor” in connection with such certification by the *Contractor* shall not be taken as acceptance or approval by the *Owner* of any of the *Work* of such “subcontractor”.
- 14.2 The *Owner* shall hold back, as *Construction Holdback*, 10% (or such other percentage as may from time to time be prescribed under the *Construction Act*) of any amounts due to the *Contractor*.
- 14.3 The *Contractor* shall keep the property and the *Work* free and clear of all claims for liens relating to the performance of the *Work*. The *Contractor* shall be liable to the *Owner* for any expense (including legal costs on a solicitor and own client basis) incurred by the *Owner* as a result of the *Contractor*'s failure to do so. The *Contractor* shall promptly at its expense discharge or cause to be released any such claim of lien.
- 14.4 The *Owner* may from time to time apply to the court under section 32(1) of the *Construction Act* in the name of the *Contractor* (and for this purpose the *Contractor* hereby irrevocably authorizes that the *Owner* to do so) for an order declaring whether the *Contract* or any subcontract has been completed. The *Contractor* agrees to execute such further and other documents and assurances to give effect to the foregoing.
- 14.5 The *Owner* may from time to time make application to court for directions and a determination as to the dealing with and disposition of the *Construction Holdback*, and the *Contractor* shall be bound by any action taken by the *Owner* in accordance with any order or direction given by the court. The *Owner* may at any time pay monies into court pursuant to section 44 of the *Construction Act*, or pursuant to any order or direction of the court, and any such payment shall be credited against amounts due to the *Contractor* under the *Contract*.

- 14.6 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to the amount any lien which has been filed (at the land title office, or by a statement of claim) with respect to the *Work*, plus a reasonable amount (for this purpose the lesser of \$50,000 or 25% will be permitted) as security for costs.
- 14.7 Without limiting the *Owner's* other rights and remedies hereunder, the *Contractor* agrees that if required by the *Owner's* lender or source of funding from time to time to enable a funding advance, the *Contractor* shall upon the request of the *Owner* discharge any lien filed by the *Contractor* and then may re-file the same after the funding advance is made, so as to accommodate the making of the funding advance, and the *Contractor* shall cause any and all other lien claimants to do the same.”

SC54. LABOUR AFFILIATIONS (GC 15)

SC54.1 Add the following as **GC 15**:

“GC 15 – LABOUR AFFILIATIONS

- 15.1 The *Project* is an open site project. From time to time, there may be present on the site both unionized and non-unionized workers, including the employees of the *Owner*. The *Contractor* acknowledges and agrees, and will ensure that each *Subcontractor* and *Supplier* acknowledges and agrees, that:
- .1 Any non-affiliation clause contained in any collective agreement that the *Contractor* or any *Subcontractor* or *Supplier* may have with their respective unions has been waived by that union, and therefore will not preclude them from working on the job site alongside non-union workers or workers of other unions nor interfering in any way with non-union workers or workers of other unions;
 - .2 Neither the *Contractor* nor any *Subcontractor* or *Supplier* will permit any union organizing activity on site by any of their respective employees or by representatives of their respective unions;
 - .3 The *Contractor* shall ensure that the trade union representatives of the employees of the *Contractor* and of all *Subcontractor* and *Suppliers* abide by the site rules established by the *Consultant* regarding site visits by trade union representatives;
 - .4 If the *Contractor* or any *Subcontractor* and *Suppliers* is signatory or affiliated to a union or unions, the *Contractor* shall secure and ensure that *Subcontractor* and *Suppliers* shall secure a “project specific no strike agreement” between them for the full duration of the *Project*; and
 - .5 Notwithstanding any other provisions contained in the *Contract Documents* to the contrary, if any of the foregoing provisions are contravened, the *Owner* may terminate the *Contractor's* right to continue with the *Work* in whole or in part, or terminate the *Work Authorization* or the *Contract* upon giving *Notice in Writing* of at least five (5) *Working Days* to the *Contractor* and the provisions of paragraphs 7.1.5 and 7.1.6 of GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT shall apply.
- 15.2 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with the *Owner's* own forces which other contractor or own forces or both are or may become unionized or non-unionized.”

SC55. LABOUR DISPUTES (GC 16)

SC55.1 Add the following as **GC 16**:

“GC 16 – LABOUR DISPUTES

- 16.1 If the *Contractor* or any *Subcontractor* or *Supplier* is involved in a labour dispute including without limitation, strike, lockout, work stoppage, whether legal or illegal, which in any way materially detrimentally affects the *Project*, the *Contractor* agrees to defend, indemnify and save harmless the *Owner*, the *Consultant* and the *Consultant* from and against claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever that arise out of or in connection with such labour dispute, and, notwithstanding any other provisions contained in the *Contract Documents* to the contrary, in such event the *Contractor* agrees that the *Owner* may terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Work Authorization* or the *Contract* upon giving a *Notice in Writing* providing five (5) *Working Days*' notice of such termination to the *Contractor* and the provisions of paragraphs 7.1.5 and 7.1.6 of GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT shall apply.
- 16.2 Upon a termination, the *Owner* may publish a notice of termination in the form and manner prescribed in the *Construction Act*. For greater certainty, a termination in accordance with this GC 16 – LABOUR DISPUTES will be effective whether or not a notice of termination is published.”

SC56. AUDIT RIGHTS (GC 17)

SC56.1 Add the following as **GC 17**:

“GC 17 – AUDIT RIGHTS

- 17.1 At any time upon request by the *Owner*, the *Contractor* will provide the *Owner* and its representatives with reasonable access to the books and records of the *Project*, the *Contractor* and any affiliate of the *Contractor* performing any part of the *Work* for the purposes of verifying compliance with this *Contract* and applicable laws, and the ability of the *Contractor* to complete the *Work*, including time sheets and back-up invoices relating to changes, corporate authorizations, and financial statements.”

Schedule A
Proper Invoice

The *Contractor's* applications for payments for the *Work* shall be made to the *Consultant* and shall be in a form, and contain such information, that may be required for the application for payment to constitute a "proper invoice" under the *Construction Act*, including the following:

1. All of the information specified to be included in a proper invoice as set out in section 6.1 of the *Construction Act*, namely:
 - a. the *Contractor's* name and address;
 - b. the date of the application for payment and the period during which the *Work* was performed;
 - c. information identifying the authority, whether in the *Contract* or otherwise, under which the *Work* was performed;
 - d. a description, including quantity where appropriate, of the *Work* performed and *Products* supplied;
 - e. the amount payable for the *Work* performed, and the payment terms; and
 - f. the name, title, telephone number and mailing address of the person to whom payment is to be sent;
2. an original *Statutory Declaration* certifying that all accounts of the *Contractor* have been paid in full, less only the amounts of holdback due to them for the relevant dates, that all liabilities incurred by the *Contractor* and its subcontractors and suppliers in carrying out the *Contract* have been discharged and that all liens under the *Contract* have expired or have been satisfied, discharged or provided for by payment;
3. the total amount of expenditures to date and the total estimated expenditures to be made for the remaining balance of the *Work*;
4. satisfactory evidence in the form of a Certificate of Clearance issued by the *WSIB* that the *Contractor* has made suitable provision for meeting any liability under the *Workplace Safety and Insurance Act, 1997* prior to the release of any monthly progress payment; and
5. all inspection and testing reports, results and certificates required under the *Contract Documents* for completed portions of the *Work*;
6. updates to approved schedule of values, cash flow analyses and detailed *Project* schedules; and
7. any additional information or documents that the *Owner* or the *Consultant* may reasonably require.

Schedule B
Handling of Hazardous Materials

The *Owner* is committed to maintaining a safe workplace, free of hazards. To that end, the *Owner* promotes the health and safety awareness of its employees and enforces compliance with all laws and regulations regarding occupational health and safety, the environment and transportation. The *Owner* similarly expects that all contractors that it retains, including the *Contractor* and its subcontractors and suppliers, will comply with all laws and regulations regarding occupational health and safety, the environment and transportation applicable to their work.

The *Contractor* shall ensure that any person supervising the *Work* will know, understand and competently carry out the responsibilities under applicable health and safety legislation, have an understanding of the *Work* and its potential hazards, and have an understanding of how occupational health and safety regulations apply to the *Work*.

To identify potential hazardous materials or conditions, the *Contractor* shall undertake regular worksite inspections.

If the *Contractor* **at any time** during construction encounters any hazardous condition or material, the *Contractor* shall:

- comply with all applicable legal and regulatory requirements regarding the handling of the hazardous condition or material, including any reporting requirements;
- immediately report the hazardous condition or material to the *Owner*;
- where asbestos-containing material is identified or suspected, immediately report the finding to its site superintendent and stop all work in the suspect area. The *Contractor* shall use methods first approved by the *Owner* for the drilling, cutting or removal of asbestos material in order to prevent contamination of the Site and any adjacent property.
- where any hazardous material, including asbestos containing material, develop and implement a Plan of Procedure as follows:
 - The *Contractor* shall provide the *Owner* with a Plan of Procedure setting out how the *Contractor* intends to handle the abatement of the hazardous in compliance with all applicable regulatory requirements, which plan must set out the following information:
 - the location(s) where the presence of a hazardous material is known or suspected;
 - a detailed description of the proposed abatement work;
 - a detailed schedule of proposed abatement work;
 - the name(s) of any consultant or subcontractor retained to advise or undertake work with respect to the abatement;
 - a description of the plan to monitor the abatement;
 - a description of the plan to report to the *Owner* on the progress and completion of the abatement;
 - obtain the *Owner*'s written approval to carry out the Plan of Procedure;
 - The *Contractor* shall undertake the abatement of asbestos in accordance with the Plan of Procedure; and
 - The *Contractor* shall, where the presence of asbestos exceeds that contemplated by the Plan of Procedure, submit an amended plan to the *Owner* and obtain the written approval of the *Owner* to the amended plan before proceeding to implement any abatement work not completed by the Plan of Procedure.

Schedule C
Form of Release

RELEASE AT SUBSTANTIAL PERFORMANCE OF THE WORK

Owner: _____ **Date:** _____
Contractor: _____
Project: _____
Applicable Invoice #: _____

Context

- A. The Contractor identified above (the “**Contractor**”) and Wilfrid Laurier University (the “**Owner**”) entered into a contract dated _____ (the “**Contract**”) for the Contractor to provide certain work and services in respect of the project identified above (the “**Project**”).
- B. Capitalized terms used but not defined in this Release have the meanings given to them in the Contract.
- C. Pursuant to the Contract, the Contractor is providing this Release to the Owner in support of its application for payment of holdback upon Substantial Performance of the Work.

Release

- 1. Except for the claims set out in Section 2, as of the date set out above, the Contractor on its own behalf and on behalf of its successors, assigns, Subcontractors and Suppliers hereby irrevocably waives, releases, and forever discharges the Owner and its directors, officers, representatives, employees, contractors, agents, and their respective successors and assigns (the “**Released Group**”) from any and all claims, changes, disputes, complaints, liabilities, obligations, damages, causes of action, proceedings, debts, demands, losses, and expenses whatsoever, at law and in equity, which it may have had, may now have, or may have arising out of or in connection with the Contract arising on or before the date of this Release or the date of Substantial Performance of the Work, whichever is later (“**Claims**”), including for changes to the Work or delays in the Work.
- 2. The Contractor does not release the Released Group from the following Claims:
 - a. Claims arising from Work which remains to be completed by the Contractor on the Project as at the date of this Release;
 - b. Claims which cannot be waived under the *Construction Act* (Ontario), including claims for lien; and
 - c. the following Claims (including any outstanding Claims about which the Contractor has previously notified the Owner and attach additional page if necessary):

The Contractor acknowledges and agrees that if it leaves Section 2.c blank or responds “none” in Section 2.c, or if it fails to include any Claim arising prior to the date of this Release, the Contractor is deemed not to have reserved any Claims other than those in Sections 2.a and 2.b.

- 3. Except for the Claims set out in Section 2.c, Contractor’s managerial or senior supervisory personnel do not know, or have reason to know based on good and prudent industry practices, of any potential or actual claims that are required to be notified to Owner according to the requirements of the Contract as of the date of this Release.
- 4. This Release is freely and voluntarily given and the Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Release and that it is fully informed with respect to the legal effect of this Release.

General

5. No provision of this Release which may be deemed unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.
6. This Release shall be binding upon, and shall inure to the benefit of, the Contractor, the Owner, and their respective heirs, successors, legal representatives and assigns.
7. This Release and the Contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements. No change or waiver shall be valid unless in writing and signed by an authorized representative of the party against whom such change or waiver is sought to be enforced.
8. This Release may be executed and delivered electronically.

[INSERT FULL CORPORATE NAME OF CONTRACTOR]

By: _____
Name:
Title:

I have authority to bind the corporation.

END OF SECTION – 00 73 00

PART 1: GENERAL

- .1 DIVISION OF WORK
- .2 WORK PROVIDED BY OWNER OR PERFORMED UNDER SEPARATE CONTRACTS
- .3 EXAMINATION
- .4 REFERENCE STANDARDS
- .5 PROTECTION AND SECURITY
- .6 CONSTRUCTION SAFETY
- .7 WHMIS – WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM REQUIREMENTS
- .8 DESIGNATED MATERIALS PROCEDURES
- .9 DELIVERY, HANDLING AND STORAGE OF PRODUCTS
- .10 SERVICE INTERRUPTIONS
- .11 FASTENERS, ANCHORS, BRACES AND SUPPORTS
- .12 CUTTING AND PATCHING
- .13 LOAD BEARING STRUCTURE
- .14 ADJACENT PROPERTY AND BUILDINGS
- .15 DUST CONTROL
- .16 WORKMANSHIP AND PRODUCTS
- .17 SUBSTITUTIONS
- .18 CO-ORDINATION AND LAYOUT
- .19 COMPLETION OF INSTALLATION
- .20 RECORD DRAWINGS AND SPECIFICATIONS
- .21 TRIAL USAGE AND INSTRUCTIONS
- .22 CONTRACTOR LABOUR POLICY
- .23 PARKING

PART 1: GENERAL

.1 DIVISION OF WORK

- .1 Work specified in the specifications is divided into Sections for reference purposes only. The Division of work between Contractor and Subcontractors is the Contractor's responsibility. The Owner and Consultant assume no responsibility to act as an arbitrator to establish subcontract limits between Sections or Divisions of the Work.

.2 WORK PROVIDED BY OWNER OR PERFORMED UNDER SEPARATE CONTRACTS

- .1 The term "NIC" means that work of the Project that is not being performed or provided by the Contract; the term means "Not In This Contract" or "Not a Part of the Work to be Performed or Provided by The Contractor".
- .2 The Owner will award Separate Contracts in accordance with Article GC.3.3 of the General Conditions for provision of the following:

.3 EXAMINATION

- .1 Examine existing conditions at the Place of the Work and in the vicinity of the Place of the Work and make provision and allowances for these conditions in the execution of the Work.
- .2 Examine bid documents including drawings and specifications and pay special attention to locations where various parts of the Work must be carefully co-ordinated. Advise the Consultant of conflicting requirements and request clarification.
- .3 Before proceeding with parts of the Work examine preceding work and ensure that conditions are satisfactory to receive subsequent work. Do not proceed with subsequent parts of the work until unsatisfactory conditions are corrected.
- .4 Examine access and storage conditions at the place of the work prior to delivery of Products.
- .5 Examine drawings to ensure that openings, passageways and enclosures scheduled to be constructed prior to delivery and installation of Products are adequate to permit access to the place of installation with correct space dimensions provided. If conditions require, arrange for advanced delivery and protected storage.

.4 REFERENCE STANDARDS

- .1 Conform to latest date of issue of referenced standards in effect on date of submission of bids, except where a specific date or issue is specifically noted.
- .2 Read and be familiar with standards referred to in these specifications.
- .3 Conform to or exceed the requirements of the standards referred to in the specifications.
- .4 In the event of conflict between the referenced standards and the specifications, the specifications govern.

.5 PROTECTION AND SECURITY

- .1 Protect existing services, structures, landscaping and other items required to remain and newly installed Work during construction with secure and durable coverings, barricades or guards suitable for the various conditions. Perform the Work in a manner to avoid damage.
- .2 Provide protection against the elements to maintain products and installations from damage and deterioration.

.6 CONSTRUCTION SAFETY

- .1 All Contractors providing services to Wilfrid Laurier University are required to comply with the *Contract Labour Policy* which can be found at <https://www.wlu.ca/about/governance/assets/resources/7.13-contract-labour.html>
- .2 Observe and enforce all construction safety measures, as contained in the Ontario Occupational Health & Safety Act Regulations for Construction Projects, the current regulations of the Ministry of the Environment, and other requirements of Federal, Provincial, Municipal and other authorities having jurisdiction.
- .3 For the purpose of the Occupational Health & Safety Act, the Contractor shall be designated the Constructor, and shall assume the responsibilities of the Constructor as set out in that Act and its Regulations. Be responsible to provide full safety program for anyone who gets paid for services on site including management staff, labour, delivery drives, service personnel and others involved for services on site
- .4 In the event of conflict between any of the provisions of Statutes, Regulations and By-laws, and other requirements of authorities, the most stringent provision applies.
- .5 Arrange for pre-project meeting related to safety, joint safety inspections with the Owner where required, site safety training, and safety inspections with accident investigation procedures.
- .6 Joint Health and Safety Committee: The Contractor shall be responsible for the establishment and operation of the Joint Health and Safety Committee as required by the Occupational Health and Safety Act.
- .7 Provide and maintain temporary ladders and stairs as required during construction. Provide suitable handrails and substantial barricades around all openings for protection of workman. Ladders and handrails will be strongly constructed and will comply with all requirements of safety authorities having jurisdiction over the Work.
- .8 Be responsible for design, erection, operation, maintenance and removal of temporary structural and other temporary facilities. Engage and pay for registered Professional Engineering personnel skilled in appropriate disciplines to perform these functions where required by law or by Contract Documents and in ALL cases where such temporary facilities and their method of construction are of such a nature that professional Engineering skill is required to produce safe and satisfactory results.
- .9 Conform to Construction Safety Association of Ontario's manual on 'Propane in Construction'. Watch work area for minimum of 30 minutes after hot work is completed.

Provide site fire security when required by local building department and/or municipal fire department. Ensure that water supply is adequate for firefighting.

- .10 Provide detailed procedures for safe handling storage and use of hazardous materials. List special precautions and safe clean up and disposal procedures. Conform to Environmental Protection Act and other requirements of authorities for disposal and clean up requirements.
- .11 Contractor and all workers on project will conform in every case to good and safe practice in accordance with existing regulations and to requirements as laid down by authorities having jurisdiction over the Work.
- .12 Promptly report in writing to the Owner all accidents which cause death, personal injury or property damage arising out of or in connection with performance of the Work whether on or adjacent to site. Where death or serious injuries or serious damage are caused, accidents to be reported immediately by telephone or messenger to the Owner.
- .13 If any claim is made by anyone against Contractor or any Subcontractor on account of any accident, Contractor will promptly report fact in writing to the Owner giving full details of claim.
- .14 Provide at site, equipment and medical facilities necessary to supply first-aid service to anyone who may be injured in connection with the Work, and to conform to requirements of authorities having jurisdiction over Work.

.7 WHMIS – WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM REQUIREMENTS

- .1 Comply with Workplace Hazardous Materials Information System in accordance with the Occupational Health and Safety Act (OSHA) requirements.
- .2 Before commencement of work and during full term of the Contract, provide a list with current Materials Safety Data Sheets (MSDS) of all hazardous materials proposed for use on the Project.
- .3 Label hazardous materials used and/or supplied on the Project in accordance with WHMIS requirements.
- .4 Provide detailed procedures for safe handling storage and use of hazardous materials. List special precautions and safe clean up and disposal procedures. Conform to Environmental Protection Act and other requirements of authorities for disposal and clean up requirements.
- .5 Obtain from the Owner, where applicable, a list and MSDS of hazardous materials that may be handled, stored or used by Owner's employees and/or Other Contractors retained by the Owner at location where work of this Contract will be performed.
- .6 Ensure that those who handle, and/or are exposed to or are likely to handle or to be exposed to hazardous materials are fully instructed and trained in accordance with WHMIS requirements.

.8 DESIGNATED MATERIALS PROCEDURES

- .1 The Contractor shall be fully familiar and comply with all applicable environmental acts, regulations, and municipal by-laws for environmental requirements amended from time to time. Under the Occupational Health and Safety Act it is the Contractor's responsibility to ensure that appropriate work practices are followed.
- .2 During construction, if unexpected contaminated materials are encountered, the Contractor shall immediately inform the Consultant and request direction on how to proceed.

.9 DELIVERY, HANDLING AND STORAGE OF PRODUCTS

- .1 Order Products in advance of requirement for installation and schedule delivery to minimize storage at the Place of Work, but without causing delays due to late delivery.
- .2 Advise the Consultant promptly of changes in delivery schedule, which adversely affect the progress of the Work and completion date.
- .3 Store Products in suitable accommodation. Maintain environment recommended by the Products manufacturers.
- .4 Store oils, gasoline and other combustible or volatile products in a locked separate storage shed away from other buildings. Limit quantity at the Place of the Work to minimum requirements for current operations.
- .5 Deliver packaged Products in original, unopened, and undamaged containers with manufacturer's labels and seals intact.

.10 SERVICE INTERRUPTIONS

- .1 The Contractor will make arrangements with the Owner for all service shut-downs and will co-ordinate the efforts of all those engaged in such service shut-downs during commissioning (2-days notice minimum).
- .2 A Hot Work Permit is required when performing any work that involves, but is not limited to, cutting, grinding, welding, coring, chipping and riveting, and that produces heat sufficient to ignite gases, vapours, dusts, etc.

.11 FASTENERS, ANCHORS, BRACES AND SUPPORTS

- .1 Install fasteners, anchors, braces and supports required to maintain installations attached to the basic building structure or to finished floors, walls and ceilings in a secure and rigid manner capable of withstanding the dead weight of the installed item, live loads, superimposed dead loads and vibrations.
- .2 Keep exposed fasteners to a minimum. Space evenly and neatly.
- .3 Use fasteners compatible with structural requirements, finishes and types of material to be connected. Do not use materials subject to electrolytic action or corrosion where conditions will be liable to cause such action.

- .4 Where hangers are suspended from concrete slabs install inserts before concrete is placed using inserts designed for the specific purpose.
- .5 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.
- .6 Where built-in inserts are inaccessible due to subsequent installation of ducts, pipes or other installations use anchors appropriate to the load requirements. Locate built-in inserts to avoid damage to reinforcing bars.
- .7 Verify that fasteners, anchors, braces and supports for suspended installations, and the structure to which they are to be secured are designed to support the load requirements including a safety factor.
- .8 Conduct on-site tests of installed anchors and fasteners, employing an independent testing laboratory acceptable to the Consultant using properly engineered and calibrated force-measuring meters.
- .9 Where the floor, wall, or ceiling construction is not suitable to support the loads, provide additional framing or special fasteners to ensure securement to the structural framing of the building or other structure, which is to support the installation.
- .10 Provide reinforcing or connecting supports where required to distribute loading to the structural components.
- .11 Do not use wood plugs and explosive or hammer impact fasteners. Anchors in floor topping fills are not acceptable. Secure anchors in floors to the structural base.
- .12 Where a performance requirement is specified, submit engineering calculations and written verification, signed by a professional structural engineer registered in the province of the Place of the Work, that the installation has been inspected and is structurally sound and in accordance with design requirements.

.12 CUTTING AND PATCHING

- .1 Perform cutting and remedial work using specialists familiar with the Products affected and perform in a manner to neither damage nor endanger the work. Perform cutting and remedial work as required to make the several parts of the Work come together properly. Co-ordinate cutting and remedial work to ensure that this requirement is kept to a minimum.
- .2 Perform cutting and demolition by methods, which will prevent damage to other portions of the work and will provide proper surfaces to receive installation of repairs and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.
- .3 For patching or replacement of Work removed, use products that comply with the pertinent Sections of these specifications.

.13 LOAD BEARING STRUCTURE

- .1 Do not cut, bore, or sleeve load-bearing structure without the written permission of the Consultant unless specifically detailed on the drawings.

- .2 Submit details with each request for permission.

.14 ADJACENT PROPERTY AND BUILDINGS

- .1 Examine, protect, and restore if damaged by the execution of the Work, all property adjacent to the Work or that may be affected by the Work, including all equipment and services within the properties.

.15 DUST CONTROL

- .1 During progress of the Work, provide adequate measures to control dust.
- .2 Cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- .3 Comply with provincial ordinances and Owner's requirements regarding minimizing of dust and airborne pollution.

.16 WORKMANSHIP AND PRODUCTS

- .1 Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Use one manufacturer's products only, throughout the Work where the use or purpose is similar, unless specified otherwise.
- .3 Use specified products only or products listed as acceptable. Where more than one product is named any one of these may be used.
- .4 Where specifications are descriptive or performance type without a named manufacturer submit verification of conformance with specification in a form acceptable to the Consultant (e.g., independent tests, reports, data sheets and details).
- .5 Follow manufacturer's instructions for fabrication, application and installation. Request clarification from the consultant if the manufacturer's instructions conflict with specifications.
- .6 Defective products will be rejected, regardless of previous inspections. Inspection does not relieve Contractor's responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .7 Should any dispute arise as to quality or fitness of products, decision rests solely with Consultant based upon requirements of Contract Documents.
- .8 Instruct manufacturers to eliminate visible trademarks and labels except for labels of CSA, ULC, WH and other similar authorities and where necessary to identify capacities, ratings and part numbers. Manufacturer's identification may be applied in concealed locations. Have CSA, ULC and WH labels applied in inconspicuous locations (e.g., on door hinge edge, inside of access panels or other accessible locations).

- .9 Ensure the timely arrival and installation of all products at the Place of the Work. This includes ordering the specified products with sufficient lead-time to ensure no delays are incurred due to late procurement of products. Pay all costs related to rush transportation of any products due to improper order process.

.17 SUBSTITUTIONS

- .1 Requests for substitutions for specified products will not be considered unless the request is accompanied by a written statement from the contractor giving the reasons why the specified product cannot or should not be used, and evidence of quality of the substitution.
- .2 Substitutions will not be considered unless submitted in writing and shall not be used until authorized in writing by the Consultant.
- .3 Ensure that substituted products do not require changes to other products and space requirements and do not exceed space allotted to specified products. Costs for additional products and labour for delays due to acceptance of substitutions are the responsibility of the Contractor.
- .4 Where the Specifications include "or other approved equivalents" or similar clauses, substitutions proposed after award of Contract will be considered only under the following conditions:
 - .1 if products specified are not available; or
 - .2 if substitute products to those specified, which are brought to the attention of and considered by the Consultant as equivalent to those specified, will not increase the Contract Price and Contract Time; or
 - .3 if substitute products to those specified, which are brought to the attention of and considered by the Consultant as superior to those specified, will not increase the Contract Price and Contract Time; or
 - .4 If a Product is specified together with a requirement for performance and, in the opinion of the Contractor, the specified Product will not produce the required results.
- .5 There is no obligation on the part of the Owner to accept proposed substitutions. Acceptance of proposed substitutions by Owner does not relieve the Contractor's responsibility under the Contract.

.18 CO-ORDINATION AND LAYOUT

- .1 Co-ordinate the installation of the Work.

.19 COMPLETION OF INSTALLATION

- .1 Install systems and Products in a complete and finished condition satisfactory to the Consultant and the Owner.
- .2 Install equipment, devices and controls in a complete and fully operating condition complete with accessories and connections required to fulfil their intended function.

.20 RECORD DRAWINGS AND SPECIFICATIONS

- .1 Obtain and keep in the field office at the Place of the Work one complete set of drawings, details and schedules and one set of specifications and addenda. Do not use these sets for daily working purposes.
- .2 On these documents neatly, legibly and accurately note changes made due to site conditions, addenda, Change orders and Field Instructions including changes shown on supplementary drawings issued with these named documents. Note also the reference or authority for the change and the date of issue.
- .3 Dimension the installed location of concealed service lines on the Place of the Work or within the building from the centre line of the service to the building column lines or other main finished faces or structural points easily identified and located in the finished building.
- .4 Mark invert elevations of underground services.
- .5 At conclusion of the Work submit as-built record documents specified in Section 01 33 00 – Submittal Procedures.

.21 TRIAL USAGE AND INSTRUCTIONS

- .1 Review information provided in the maintenance instructions and data manual with the Owner's representatives to ensure the Owner has a complete understanding of the equipment and systems and their operation.
- .2 Ensure maintenance manuals and as-built drawings are submitted in approved form to the Owner prior to the Owner's training and instruction of systems and equipment.

.22 CONTRACTOR LABOUR POLICY

- .1 Contractor to refer to below link WLU – Contract Labour Policy for the requirements of Wilfrid Laurier University.
<https://www.wlu.ca/about/governance/assets/resources/7.13-contract-labour.html>

.23 PARKING

- .1 Comply with local parking regulations.
- .2 Wilfrid Laurier University will provide two parking permits for use in White Lots through the duration of the project. Additional permits can be purchased at the Contractor's expense.

END OF SECTION – 01 00 00

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PART 1: GENERAL

- .1 GENERAL
- .2 OWNER'S USE OF EXISTING BUILDING
- .3 CONTRACTOR'S USE OF EXISTING BUILDING
- .4 PROTECTION
- .5 REMOVAL OF EXISTING WORK AND SALVAGE
- .6 NEW & REPLACEMENT WORK
- .7 SERVICES IN EXISTING BUILDING

PART 1: GENERAL

.1 GENERAL

- .1 Perform work in existing building in accordance with the Owners Project Schedule. The start and completion dates for each phase the various construction areas are considered to be firm.
- .2 Coordinate architectural, mechanical and electrical work to ensure completion of each phase within the scheduled completion dates.
- .3 Execute each part of the work by tradesmen specializing in such work, in accordance with these specifications.

.2 OWNER'S USE OF EXISTING BUILDING

- .1 The existing building will remain in full use and occupancy throughout the duration of construction of the new work.
- .2 Provide and maintain continuation of fire protection in existing building.
- .3 Maintain existing exits and provide proper and safe means of egress from all parts of existing building to open spaces at all times to the approval of jurisdictional authorities.
- .4 Maintain access to service and delivery entrances, and for maintenance and inspection services.
- .5 Execute work in existing building in accordance with the approved Project
- .6 Schedule, so not to inconvenience the Owner's occupation or in any manner hinder his use of the building.
- .7 Give Owner 48 hours notice of intention to commence work in a room or area of existing building so that he may prepare the space.
- .8 Execute work as quietly as possible in and around existing building at all times. Schedule noisy operations with Owner to minimize disruptions.

.3 CONTRACTOR'S USE OF EXISTING BUILDING

- .1 Assume responsibility for the security of existing building upon commencement of Work.
- .2 Limit access of construction personnel to existing building only at locations of scheduled renovation work.
- .3 Ensure that construction personnel perform work in existing building only as required under the contract to achieve least disturbance.

.4 PROTECTION

- .1 Protection of existing building shall be substantial enough to prevent damage to them by falling objects, demolition, and construction traffic during new work.
- .2 Protection of property in, or on, existing building shall- include equipment, furniture and other similar furnishings, hardware, trim, and supplies, whether fixed to building or not.
- .3 Take all precautions to ensure that no structural damage is caused to existing building by demolition and alteration work, or by new construction.
- .4 Ensure during demolition work that materials, components and similar items to be reused are protected from damage, and that measures are taken to keep down dust, to the satisfaction of the Owner.
- .5 Take all reasonable measures, including all those required by the Authorities having jurisdiction, to protect the public and those employed in the work from bodily harm and to protect University property from damage. Make good all damage to the work and adjacent property from whatever cause.

.5 REMOVAL OF EXISTING WORK AND SALVAGE

- .1 Remove building elements, components, materials, and equipment and relocate as indicated on the drawings.
- .2 Store and protect relocated items until built into new locations.
- .3 Limit removal of items to smallest areas possible, and make good disturbed portions existing building.
- .4 Remove debris and dirt from existing building immediately as it accumulates. Ensure that during removal operations through the existing building that existing work is not damaged, and dirt, debris and dust is not spread.
- .5 Constantly broom clean to avoid tracking of dirt into adjacent areas. Immediately clean up debris resulting from work of contract that is deposited in existing building outside of work areas. Make a daily inspection to ensure that work and construction access areas are maintained clean and undamaged as specified.

.6 NEW & REPLACEMENT WORK

- .1 Make good materials, and prepare surfaces and refinish all finished surfaces damaged, marred, replaced, or otherwise remedied in the existing building
- .2 Finish new surfaces flush with existing services. Make junctions between existing and new work, or at replaced work, visually undetectable. Make surfaces adjacent to one another of the same material, unit size, colour, & texture.

.7 SERVICES IN EXISTING BUILDING

- .1 Ensure that existing services are not damaged during demolition and construction.
- .2 Do not interrupt mechanical or electrical services of the existing building except for temporary shut-downs to make connections to new work, and as approved by prior arrangements with the Owner's Project Manager.
- .3 Give Owner notice of intention to interrupt mechanical or electrical services in existing building in any area.
- .4 In no case shall service interruptions affect the total building.
- .5 Should existing services be accidentally uncovered and disrupted, make complete restoration immediately, and provide adequate protection to avoid further disruption until alternative means of providing permanent continuation of the services are made.

END OF SECTION – 01 14 00

PART 1: GENERAL

.1 RELATED SECTIONS

.2 CONTINGENCY ALLOWANCE

PART 1: GENERAL

.1 RELATED SECTIONS

- .1 Section 00 73 00 – Supplementary Conditions
- .2 Section 01 00 00 – General Requirements

.2 CONTINGENCY ALLOWANCE

- .1 Refer to CCDC 2MA and Supplementary Conditions.
- .2 Include in the Contract Price the cash allowances stated herein.
- .3 The amount of each allowance, for Work specified in the respective specification Sections, exclusive of HST shall be:

Non

END OF SECTION – 01 21 00

PART 1: GENERAL

- .1 GENERAL
- .2 SHOP DRAWINGS
- .3 SAMPLES
- .4 OPERATING AND MAINTENANCE MANUALS
- .5 AS-BUILT RECORD DOCUMENTS
- .6 PROGRESS AND SUBMITTAL SCHEDULES
- .7 COST BREAKDOWN AND CASH FLOW SCHEDULE
- .8 PROGRESS AND DAILY REPORTS

PART 1: GENERAL

.1 GENERAL

- .1 Perform work in existing building in accordance with the Owners Project Schedule. The start and completion dates for each phase the various construction areas are considered to be firm.
- .2 Coordinate architectural, mechanical and electrical work to ensure completion of each phase within the scheduled completion dates.
- .3 Execute each part of the work by tradesmen specializing in such work, in accordance with these specifications.

.2 SHOP DRAWINGS

- .1 Arrange for additional copies of shop drawings for Subcontractors and for authorities requiring same after they have been reviewed by the Consultant. Copies shall be true copies of those reviewed by the Consultant.
- .2 Prepare shop drawings using scales and dimensions to match project drawings.
- .3 Show on shop drawings complete details of items to be provided including pads, bases, supports, and hangers and their interface with other components of the Work. Clearly note dimensions and methods of fastening.
- .4 Circle or note on data or catalogue sheets which list optional dimensions, model number and accessories, the specific options to be supplied.
- .5 Identify shop drawings and data sheets with:
 - .1 Project name and number.
 - .2 Names of manufacturer, supplier and Subcontractor.
 - .3 Reference to Drawing and Specification Section identifying location and description of items shown on shop drawing.
 - .4 Identify mechanical, electrical and specialty equipment by system, name and number of code shown on the Drawings, Schedules or in the specification.
- .6 Do not construct, fabricate or deliver parts of the Work requiring shop drawings prior to receiving stamped reviewed shop drawings by the Consultant.
- .7 Consultant's stamp initialed under "NO COMMENT" or "REVIEWED" indicates that conformity to design and general arrangement is acceptable and fabrication may proceed. No further submittals are required. Do not add new details to shop drawings which have been initialed "NO COMMENT".

- .8 Consultant's stamp initialed under "SEE COMMENT" or "REVIEWED AS NOTED" indicates that conformity to design and general arrangement is acceptable and fabrication may proceed subject to corrections being made as noted. No further submittals are required unless specifically requested by the Consultant.
- .9 Consultant's stamp initialed under "RESUBMIT" or "REJECTED" indicates that the shop drawings is not acceptable and is to be resubmitted.
- .10 Structural design and performance requirements for which the Contractor is responsible under the Contract will not be reviewed by the Consultant but written evidence that the design and performance requirements have been achieved shall be submitted, through the Contractor, to the Consultant by a registered professional engineer, who has designed and inspected such part of the Work and, whose fee shall be paid by the Contractor.
- .11 Noted comments made on shop drawings by the Consultant are not authorization for changes to the Contract Price and Contract Time. If comments affect the value of Work, state such in writing to the Consultant prior to proceeding with the Work.
- .12 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of the Section under which the adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .13 Make changes in shop drawings as the Consultant may require, consistent with Contract Documents. When resubmitting, notify the Consultant in writing of any revisions other than those requested.

.3 SAMPLES

- .1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples as to origin and intended use in the Work.
- .2 Deliver samples prepaid to the site office.
- .3 Notify the Consultant in writing, at the time of submission of deviations in samples from requirements of Contract Documents.
- .4 Adjustments made on samples by the Consultant are not intended to change the Contract Price. If adjustments affect the value of Work, state such in writing to the Consultant prior to proceeding with the work.
- .5 Make changes in samples, which the Consultant may require, consistent with Contract Documents. Resubmit samples unacceptable to the Consultant.
- .6 Sample products delivered to the Place of the Work prior to review by the Consultant are subject to rejection by the Consultant.
- .7 Submit with samples of site and shop applied coatings, the type, thickness and classification, generic material, manufacturer's trade name and code number, and code number for colour for each layer. Submit total coating thickness.

- .8 Submit complete specification of application procedure for coatings.
- .9 Submit test reports with samples, prepared by an independent testing authority acceptable to the Consultant if specified or requested by the Consultant.

.4 OPERATING AND MAINTENANCE MANUALS

- .1 Prior to occupancy by the Owner submit to the Consultant (3) copies of operating and maintenance instructions.
- .2 Manuals shall contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information. Instructions in this manual shall be in simple language so as to guide the Owner in the proper operating and maintenance of building components. Maintenance instructions shall specify warnings of any maintenance practice that will damage or disfigure the specified Products.
- .3 Bind contents in three-ring, hard covered, plastic jacketed binders. Organize contents into applicable categories of work, parallel to specification Sections. Along with a full copy of pdf. format.
- .4 In addition to information specified, include the following:
 - Title sheet labelled "Operating and Maintenance Instructions", containing project name and date.
 - List of names, addresses and phone numbers of Subcontractors and suppliers who can affect repair or maintenance on equipment.
 - List of contents.
 - Final shop drawings and product data of equipment.
 - Record drawings of mechanical and electrical installation.
 - Full description of building systems and operation.

.5 AS-BUILT RECORD DOCUMENTS

- .1 After award of Contract the Consultant will provide a set of drawings, details and schedules, and a set of specifications with addenda for the purpose of maintaining as-built documents. Do not use these sets for daily working purposes. Accurately and neatly record deviations from Contract Documents caused by conditions at the Place of the Work and changes ordered by the Consultant.
- .2 Record locations of concealed components of mechanical and electrical services.
- .3 Mark invert elevations of underground services.
- .4 Identify drawings as "Project As-built Copy". Maintain in new condition and make available for inspection on site by the Consultant.
- .5 On completion for Work and prior to final inspection, submit as-built record documents to the Consultant as specified in Section 01 70 00 – Execution and Closeout Requirements.

.6 **PROGRESS AND SUBMITTAL SCHEDULES**

- .1 Submit the following schedules to the Owner within 2 weeks from date of award of Contract unless otherwise specified herein.

- .2 Progress schedule:
 - .1 Prepare a progress schedule of the Work consistent with the preliminary schedule. Allow time for preparing and reviewing shop drawings, delivery of major items and equipment and the completion of construction for each Subcontractor or special operation required to construct the building and finish exterior areas of the Work.

 - .2 Keep progress schedule up to date and advise parties concerned of changes.

 - .3 Print and issue copies to all parties concerned. Issue revised copies at suitable intervals.

- .3 Submittals schedule:
 - .1 Prepare and submit a schedule listing shop drawings showing the anticipated date of submission.

- .2 Prepare and submit a schedule listing samples showing the anticipated date of submission and the date review is required.
- .3 Co-ordinate this schedule with the progress schedule.

.7 COST BREAKDOWN AND CASH FLOW SCHEDULE

- .1 Prepare a cost breakdown for each section of the Work and a monthly cash flow schedule co-ordinated with the progress schedule.
- .2 Submit a draft format for acceptance by the Owner and Consultant prior to finalizing.
- .3 Submit the cost breakdown and the cash flow schedule 15 days or more prior to the first application for payment.
- .4 Keep the cash flow schedule up to date with the progress schedule and advise the Consultant of changes.
- .5 Issue revised copies to the Owner at time of each change.

.8 PROGRESS AND DAILY REPORTS

- .1 Progress reports: Submit to the Owner monthly progress reports with each progress payment claim consisting of a concise description and a marked-up schedule showing physical percentage complete by item and in total.

END OF SECTION – 01 33 00

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- .1 RELATED WORK
- .2 PRECONSTRUCTION SURVEY
- .3 ASBESTOS
- .4 OTHER CONTRACTS: LEGISLATIVE COMPLIANCE
- .5 SIGN OFF FORM

.1 RELATED WORK

- .1 Section 01 00 00 – General Requirements
- .2 Section 01 21 00 – Allowances
- .3 Section 01 50 00 – Temporary Facilities and Controls
- .4 The requirements of this Section apply to all other Sections of the specifications.

.2 PRECONSTRUCTION SURVEY

- .1 Prior to commencing work, complete a survey of existing conditions within work area(s) and along path of travel for goods to be delivered and removed from the site.
- .2 Prior to commencing work, complete a survey of existing conditions within work area(s) and along path of travel for goods to be delivered and removed from the site.
- .3 Owner will accompany Contractor on inventory tour. Arrange mutually agreeable time for survey.
- .4 Inventory all existing damage, accurately recording all observed conditions. Use photographs, written records, spreadsheets videography, etc. to fully document existing conditions, noting existing damage in sufficient detail to act as record of conditions.
- .5 Within 2 business days of inventory, and prior to commencing demolition or construction, provide each of Owner and Consultant with copy of inventory records. Identify photographs using room numbers and detailed descriptions of observed damage.
- .6 Owner will review submission. Revise and resubmit rejected inventory. Demolition and/or construction may only commence after acceptance by Owner of inventory records.
- .7 Repair and make good any damage found subsequent to submission of inventory, which in the opinion of the Consultant is the result of the Work, and which is not documented in the inventory submitted to the Owner and Consultant to Owner. Repairs shall return damaged elements to their condition prior to start of work. Where work increases extent of existing damage, repair shall return element to match previous damaged condition. Refer to CCDC 2-2008 GC 9.1
- .8 Where repairs cannot, in the opinion of the Consultant, be expediently implemented the Consultant shall ascertain the value to be deducted from the amounts due the Contractor in the manner permitted under the contract.

.3 ASBESTOS

- .1 Refer to Appendices for Designated Substance Survey (DSS) reports.

.4 OTHER CONTRACTS: LEGISLATIVE COMPLIANCE

- .1 Be advised that the Owner may let other contracts for other works in the building, and the work of this Contract shall be organized as directed by the Owner to prevent the Owner becoming the constructor for these projects as defined in applicable Occupational Health and Safety legislation.
- .2 Comply with directives to achieve objectives in sentence above.

.5 SIGN OFF FORM

- .1 In order to ensure that all contractors performing work at Wilfrid Laurier University (WLU) sites have an understanding of their duties and responsibilities under the Occupational Health and Safety Act, its regulations, and specifically as it relates to designated substances the following must be reviewed and agreed upon.
- .2 _____ has been provided documentation by WLU of the presence or potential presence of Designated Substances located within my intended work area. _____(Initial)
- .3 I understand that work being conducted which may impact or create exposure to Designated Substances is regulated by **Ontario Regulation 490/09-Designated Substance (259/10 most recent amendment)**. The regulation outlines all requirements to conduct work related to Designated Substances. If any Designated Substances were identified within the work area and may be impacted or create worker exposure due to work activities, initial in the space provided.
- .4 **Asbestos** _____(Initial if identified in work area)
- .5 **Lead** _____(Initial if identified in work area)
- .6 **Mercury** _____(Initial if identified in work area)
- .7 **Silica** _____(Initial if identified in work area)
- .8 **Other** _____(Initial and list Designated Substance if identified in work area)
- .9 Acrylonitrile, Arsenic, Benzene, Coke Oven Emissions, Ethylene Oxide, Isocyanates, and Vinyl Chloride are not expected to be present within the intended work area. Should any indication or knowledge of these substances be identified within the intended work area, this information must be reported immediately to the WLU Project Administrator and the EOHS office.
- .10 I understand that work being conducted which will impact asbestos-containing materials is regulated by **Ontario Regulation 278/05 - Asbestos On Construction Projects and In Buildings and Repair Operations** (479/10 most recent amendment). The regulation outlines all requirements to conduct work which may impact asbestos-containing material or generate asbestos exposure concerns. _____(Initial)

- .11 I understand that **Ontario Regulation 213/91 Construction Projects-(443/09 most recent amendment)** also provides regulatory requirements for work on construction sites which would include dust suppression requirements, working near a public way, respiratory and protective equipment, and work area signage. _____(Initial)

END OF SECTION – 01 35 13

- .1 TEMPORARY HOARDINGS, WALKWAYS, RAMPS AND GATES
- .2 FIELD OFFICE AND STORAGE SHEDS
- .3 TEMPORARY PROTECTION
- .4 TEMPORARY FIRE PROTECTION
- .5 TEMPORARY SANITARY FACILITIES
- .6 TEMPORARY WATER
- .7 TEMPORARY POWER AND LIGHTING
- .8 TEMPORARY HEAT
- .9 CONSTRUCTION MACHINERY AND EQUIPMENT
- .10 PROJECT SIGN AT SITE
- .11 TEMPORARY SIGNS
- .12 CLEANING
- .13 CLEAN UP

.1 TEMPORARY HOARDINGS, WALKWAYS, RAMPS AND GATES

- .1 Erect temporary hoardings, covered walkways, fences, railings and ramps as required to conform to by-laws and regulations governing the location of the Work.
- .2 Install signs for movement of public around Work Site.
- .3 Prevent unauthorized entry into the site and building day and night during construction. Barricade, guard, or lock all access points to the satisfaction of the Owner and post "No Trespassing" signs.
- .4 Remove fencing, guard rails and barricades upon Contract Completion.

.2 FIELD OFFICE AND STORAGE SHEDS

- .1 Supply and install the following facilities at or near the Site for the duration of the Contract in locations approved by the Consultant:
 - .1 An office for the Contractor with electric light, heat, telephone and first aid equipment as required by the Workplace Safety and Insurance Board and the Ontario Ministry of Labour.
 - .2 Buildings as required under Trades Union Rules for the protection of labour and custody of clothing and tools.
- .2 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .3 Remove temporary building(s) upon Contract Completion. Restore area(s) to match the existing surrounding areas.

.3 TEMPORARY PROTECTION

- .1 Protect work to progress. Provide covering and other protection material.
- .2 Minimize and control formation of dust. Protect all persons from effects of dust, and components, which could be harmed or contaminated by dust. Provide workers with dust masks and ensure proper use.

.4 TEMPORARY FIRE PROTECTION

- .1 Provide and maintain, in proper working order, at least one fire extinguisher per work area per floor.
- .2 Fire extinguisher shall be minimum 9kg. 4A 60BC type. Used extinguishers shall be refilled or replaced.

.5 TEMPORARY SANITARY FACILITIES

- .1 The contractor can use existing facilities within the construction area.

.6 TEMPORARY WATER

- .1 Contractor may connect to the existing water supply. Cost of water reasonably so used will be provided without charge.
- .2 Contractor will arrange for temporary connections to existing services through appropriate subcontractors and maintain all temporary lines, extensions, and hose as required.

.7 TEMPORARY POWER AND LIGHTING

- .1 Contractor may use the existing building power and lighting free of charge. Contractor is responsible for arranging temporary power service to portions of the building that have been demolished.
- .2 Comply with the requirements of codes, by-laws and regulations governing temporary power and lighting at the location of the work.

.8 TEMPORARY HEAT

N/A

.9 CONSTRUCTION MACHINERY AND EQUIPMENT

- .1 Comply with codes, by-laws and regulations governing the erection and use of scaffolding, cranes, hoists, elevators, derricks and other equipment used for preparation, fabrication, conveying and erection of the Work. Provide fully qualified operators for mechanical hoisting equipment.
- .2 Submit erection drawings if required by the authority having jurisdiction.
- .3 Erect scaffolding independent of walls and in a manner to avoid interference with the parts of the Work in progress.
- .4 Provide and maintain temporary stairs, ladders and ramps required for movement and placing of materials, equipment and personnel. Remove when Work is complete.
- .5 Provide and maintain required shoring and bracing in accordance with Construction Safety Act and other applicable regulations.
- .6 Prevent sprayed materials from contaminating air beyond application area, by providing temporary enclosures.

.7 Ensure all propane containers are properly secured.

.10 PROJECT SIGN AT SITE

.1 Do not install a sign on this project unless required by the Ministry of Labour.

.11 TEMPORARY SIGNS

.1 Erect signs relating to safety on the Work, or mandatory regulation notices. Erect sufficient signs in and around site (building corridors, gate, hoarding, etc.) indicating construction site; no entry hard hats and safety boots, etc. as required by the regulations and to the approval of the Owner.

.2 Prior to commencement of Work wherein hazardous or volatile cements, coatings, or substances are used, barricade entire area and post adequate number of "NO SMOKING" signs.

.12 CLEANING

.1 Clean interior areas prior to start of finish Work. Maintain interior areas free of dust and other contaminants during finishing operations.

.13 CLEAN UP

.1 Maintain the Work in a tidy condition, free from the accumulation of waste products and debris, other than that caused by the Owner or the contractors

.2 Remove waste material and debris from the Place of the Work and deposit in waste containers at the end of each working day.

END OF SECTION – 01 50 00

- .1 GENERAL
- .2 SHOP DRAWINGS
- .3 SAMPLES
- .4 OPERATING AND MAINTENANCE MANUALS
- .5 AS-BUILT RECORD DOCUMENTS
- .6 PROGRESS AND SUBMITTAL SCHEDULES
- .7 COST BREAKDOWN AND CASH FLOW SCHEDULE
- .8 PROGRESS AND DAILY REPORTS

.1 CLEAN UP

- .1 Thoroughly clean and where applicable, polish areas and surfaces of the completed Work immediately prior to application for Substantial Performance of the Work.
- .2 Use soaps, detergents, other special cleaning agents, polishes, equipment and methods recommended in writing by the manufacturer of the Product to be cleaned and polished.
- .3 Provide the Owner with instructions and names of products to be used for cleaning surfaces.
- .4 Remove dust and soil from surfaces by vacuuming; damp mopping, washing or scrubbing, as required.
- .5 Thoroughly wash exterior paved walkways, roadways and parking areas.
- .6 Clean and polish glass, mirrors and polished metal surfaces.
- .7 Clean mechanical and electrical equipment and accessories.
- .8 Remove temporary labels, protective coatings, temporary markings and tags, and thoroughly clean surfaces of adhesives.
- .9 Avoid contamination of surrounding surfaces with cleaning fluids. Install temporary protection, if required, and remove same immediately upon completion of the cleaning operation involved.
- .10 Use heavy-duty type industrial machine for vacuum cleaning.
- .11 Exercise extreme care with abrasive and chemical cleaning agents and verify their compatibility with the finish and material to be cleaned.

.2 CONSTRUCTION TOOLS, UNUSED MATERIALS AND DEBRIS

- .1 Remove from the Place of the Work, all construction tools, unused materials not required to be handed over to the Owner, and debris.
- .2 Dispose of debris in authorized disposal areas of the municipality or as arranged privately by the Contractor to the approval of authorities having jurisdiction.
- .3 Pay all costs of loading, cartage and unloading.

.3 TAKE OVER PROCEDURES

- .1 Conform to OAA/OGCA Document 100.

4 RECORD DOCUMENTS

- .1 Prior to occupancy by the Owner, in whole or in part, submit Operating & Maintenance Manuals as indicated in Section 01 33 00 – Submittal Procedures and the following documents to the Consultant:
 - .1 Manufacturer's literature, parts lists, and name and address of closest service organization and spare parts source, for each item of equipment and voltage and ampere rating for each item of electrical equipment.
 - .2 Copies of warranties set out in format acceptable to the Consultant. Refer to Section 01 33 00 – Submittal Procedures. Include the following:
 - .1 Proper name of the Owner and Project.
 - .2 Dates warranty commences and terminates. Including the extended warranties of the equipment
 - .3 Precise terms and conditions of the warranty and the extent of remedial action to be performed.
 - .4 Signature of an authorized official of the company issuing the warranty, and where applicable.
 - .3 Ministry of Labour Certificates.
 - .4 Inspection Certificates, as applicable for items such as:
 - .1 Electrical Inspection.
 - .2 Plumbing Inspection.
 - .3 Pressure Vessel Inspection.
 - .4 Sprinkler Inspection.
 - .5 Fire Alarm Verification.
 - .5 Final corrected shop drawings.
- .2 Assemble all data in sets of One "O" ring binder (+ one set in a digital .pdf format) in same order as Specification Table of Contents with typed list of contents and plastic Section identification dividers. Refer to Section 01 33 00 – Submittal Procedures for binding of operating maintenance manuals.
- .3 Place typed identifying label on each binder with project name, date and volume number if more than one binder is required.
- .4 Fold shop drawings larger than 215mm x 280mm (8½ x 11") and place in manila envelopes, 3-hole punched for inclusion in appropriate sections of the binders.
- .5 Provide one set of white prints of Record Drawings and two sets of specifications marked with appropriate changes.

- .6 Place Record Drawings in capped tubes and identify with typed labels.
- .7 For the purposes of calculating the Contractor progress draw as it relates to attaining Substantial Performance of the project, the above record documents shall be assigned a value of 0.5% of the total value of the project or a minimum of \$3,000.00.

END OF SECTION – 01 70 00