



Bid Opportunity

Revision Date: June 7, 2021

**CORPORATION OF THE TOWN OF NEWMARKET
SUPPLEMENTAL CONDITIONS TO
ONTARIO PROVINCIAL STANDARDS GENERAL CONDITIONS OF CONTRACT**

Where Supplementary Conditions are contained herein, it should be noted that these Supplementary Conditions shall govern in the case of inconsistency or conflict with the General Conditions.

Ontario Provincial Standard (OPS) General Conditions of Contract **OPSS.MUNI 100 (November 2019)** shall be followed with the exceptions found in the Corporation of the Town of Newmarket's (the Owner's) Supplemental General Conditions of Contract. The following amendment to General Conditions of Contract **OPSS.MUNI 100 (November 2019)**, shall apply to this contract.

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| OPS Section No. | Supplemental Condition |
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| GC 1.02.01 ABBREVIATIONS | The following Abbreviation is added: "LSRCA" - Lake Simcoe Region Conservation Authority" |
| GC 1.04 DEFINITIONS | A definition for " Appendices " shall be added as follows: " Appendices means supplementary material such as Geotechnical information that further explains and defines the nature of the Work". |
| | The definition for Change Directive as found in clause G.C. 1.04.01 is deleted and replaced with the following: " Change Directive means any written instruction emailed or signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed." |
| | The definition of " Contract Documents " shall be amended by adding "Special Specifications" after "Standard Specifications". |
| | A definition for Contract Unit Price shall be added as follows: " Contract Unit Price means the per unit price rate, as applicable, for the Work to be performed as set out in the Contract Documents." |
| | A definition for " Public Authority " shall be added as follows: "Public Authority means all public authorities and is not limited and includes York Region, the LSRCA, , Chief Building Official or designate, By-Law, or any Federal or Provincial Regulatory bodies |
| | A definition for " Special Specifications " shall be added as follows: " Special Specifications means directions containing requirements for the standard practice stipulated by the Owner specific to the Work". |
| | The definition for Warranty Period as found in clause G.C. 1.04.01 is deleted and replaced with the following: " Warranty Period means the period of twenty-four (24) months from the date on the Completion Certificate or such other period as may be specified in the Contract Documents for certain Materials or some or all of the Work." |
| | The definition of "Working Area" as found in clause G.C. 1.04.01 is deleted and replaced with the following: " Working Area means all the lands and easements on, over or under which the Work is undertaken that are owned or acquired by the Owner or lands or easements that the Owner is authorized to perform work on behalf of other land owners." |
| GC 1.06 FINAL ACCEPTANCE | Clause G.C. 1.06.01 is amended by replacing "12 months" with "24 months" and "Substantial Performance" with "Completion". |

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| <p>GC 2.01.01 RELIANCE ON CONTRACT DOCUMENTS</p> | <p>Clause G.C. 2.01.01(a) is deleted and replaced with the following:</p> <p>“a) The location of all mainline underground utilities which shall affect the Work shall be shown to a tolerance of 1 m horizontal”.</p> |
| <p>GC 2.02 ORDER OF PRECEDENCE</p> | <p>Clause G.C. 2.02.01 is deleted in its entirety and replaced with the following:</p> <p>“In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:</p> <ul style="list-style-type: none"> a) Agreement b) Addenda c) Special Provisions d) Special Specifications and all associated Quantity Sheets detailing the Contract Unit Prices e) Specifications f) Contract Drawings g) Standard Drawings h) Supplemental General Conditions i) General Conditions j) Instructions to Bidders k) Owner’s Standard Terms and Conditions l) Tender m) Appendices <p>Later dates shall govern within each of the above categories of documents.”</p> |
| | <p>Clause G.C. 2.02.05 is added as follows:</p> <p>“.05 Either party to the Contract shall not take advantage of any apparent error or omission in the Contract Documents. The Contract Administrator shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the works and shall not unfairly refuse compensation for such corrections and interpretations. However, the Contract Administrator shall be the sole judge of the value of such compensation, if any.”</p> |

GC 3.01 CONTRACT ADMINISTRATOR'S AUTHORITY

Clause G.C. 3.01.03 is revised by inserting the following at the end of the clause:

“The Contract Administrator will not be responsible for and will not have control, charge, or supervisions of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulation or general construction practice. The Contract Administrator will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The Contract Administrator will not have control over, charge of, or be responsible for the acts or omissions of the Contractor, Subcontractors, suppliers or their agents, employees and any other persons performing portions of the Work.

Whenever the Contract Administrator considers it necessary or advisable, the Contract Administrator will have authority to require inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither the authority of the Contract Administrator to act, nor any decision either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Contract Administrator to the Contractor, Subcontractors, suppliers or their agents, employees or other persons performing any of the Work. The Contractor shall make all necessary arrangements for the inspections or testing in a timely manner and at no cost to the Owner”.

Clause G.C 3.01.06 is amended by adding the word ‘written’ between ‘all’ and ‘allegations’.

Clause G.C. 3.01.15 is revised by inserting “or order Work be performed” after “temporarily suspend the Work”. Clause GC 3.01.15 is further revised by inserting “or Extra Work performed” after “compensation for supervision of the Work”.

A new clause G.C. 3.01.18 is added as follows:

“.18 All certificates issued by the Contract Administrator shall be to the best of the Contract Administrator’s knowledge, information and belief. The issuing of any certificate does not affect the warranty obligations of the Contractor.”

A new clause G.C. 3.01.19 is added as follows:

“.19 The inspector(s) appointed or designated by the Contract Administrator are required to see that the provisions of the Specifications are faithfully adhered to, especially in regards to the quality of workmanship and materials and shall have the power to suspend any Worker for incompetency, drunkenness, or negligence or disregard of others. An inspector may stop the Work entirely if there is not a sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any Work done in the absence of an inspector shall be opened up for thorough examination and must be rebuilt or replaced as directed and at the Contractor’s sole expense, but no approval by any inspector shall be taken as or construed into an acceptance of defective or improper Work or Material, which must, in every case, be removed and properly replaced whenever discovered at any stage of the Work. Orders given by inspectors relating to the quality of Material and workmanship must be at once obeyed by the Contractor, but the inspectors do not have the power to set out Work or give any stakes, lines, gauges, levels or grades.”

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| <p>GC 3.02 WORKING DRAWINGS</p> | <p>Clause G.C. 3.02.07 is revised by adding the following words to the end of the clause: “and make such set available to the Owner and the Contract Administrator at all times”.</p> |
| <p>GC 3.04 EMERGENCY SITUATIONS</p> | <p>Clause G.C. 3.04 is amended by deleting G.C. 3.04.02 and replacing it with the following:</p> <p>“.02 If the emergency situation is determined to be the fault of the Contractor, the remedial work shall be done at the Contractor’s expense. If the work is done by others, the Contractor shall pay to the Owner all costs of the work plus an administration fee of 20% thereof, and any amount or amounts payable by the Contractor hereunder may be deducted from monies then or thereafter owing under this or any other contract, or otherwise owing to the Contractor.”</p> <p>Clause G.C. 3.04 is amended by adding the following:</p> <p>“.03 If the emergency situation is determined not to be the fault of the Contractor, the Owner may require the Contractor to perform the remedial work at the applicable Contract Unit Price or in accordance with OPS GC 8.02.04 Payment on a Time and Material Basis if no appropriate unit price is available.</p> <p>.04 The Contract Administrator shall be the sole arbitrator of determining if the Contractor’s actions caused the emergency and who shall remedy the situation.”</p> |
| <p>GC 3.05 LAYOUT INFORMATION</p> | <p>Clause G.C. 3.05.01 -.02 is deleted and replaced with the following:</p> <p>“.01 It shall be the responsibility of the Contractor to provide its own layout for the work covered in all contracts. The costs of such layout work shall be included in the unit or lump sum prices in the Tender.</p> <p>.02 The Owner shall provide digital control points within the limits of construction for use by the Contractor. Once such information has been provided, it shall be the Contractor’s responsibility to protect such control points. All costs expended by the Owner to replace and/or relocate control points at the Contractor’s request, shall be at the Contractor’s expense”.</p> <p>Clause G.C. 3.05.04 is added as follows:</p> <p>“.04 It shall be the Contractor’s responsibility to protect survey monuments from any damage due to its operation”.</p> <p>Clause G.C. 3.05.05 is added as follows:</p> <p>“.05 If any survey monuments established by an Ontario Land Surveyor are disturbed as a result of the Contractor’s negligence, it shall be reset by an Ontario Land Surveyor and the entire cost shall be borne by the Contractor.”</p> |

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| <p>GC 3.06 EXTENSION OF CONTRACT TIME</p> | <p>Clause G.C. 3.06 is deleted in its entirety and replaced with the following:</p> <p>.01 Time shall be of the essence of the Contract.</p> <p>.02 If the Contract Time specified is not sufficient to permit Completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be performed within the Contract Time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.</p> <p>.03 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.</p> <p>.04 Circumstances suitable for consideration of an extension of Contract Time include the following:</p> <ul style="list-style-type: none"> a) Delays; See subsection G.C. 3.07. b) Changes in the Work; See clause G.C. 3.10.01. c) Extra Work; See clause G.C. 3.10.02. d) Additional Work; See clause G.C. 3.10.03. <p>.05 The Contract Administrator shall, in considering an application for an extension to the Contract Time, take into account whether the delays, Changes in the Work, Extra Work or Additional Work involve a Controlling Operation.</p> <p>.06 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.</p> <p>.07 The terms and conditions of the Contract shall continue for such extension of Contract Time.</p> <p>.08 In the event of the Owner granting an extension of time, time shall continue to be deemed of the essence of this Contract."</p> |
| <p>GC 3.07 DELAYS</p> | <p>Clause G.C. 3.07.01 d) is amended by replacing "public authority with "Public Authority, or Government order"</p> <p>Clause G.C. 3.07.01 is amended by replacing the words "shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay" with "may apply for an extension of Contract Time".</p> <p>Clause G.C. 3.07.01 is further amended by adding the following words to the end of this clause: "The circumstances noted in clauses GC 3.07.01(a), (c), (d), (e) and (f) will entitle the Contractor to an extension of Contract Time but not to any additional compensation"</p> |

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| GC 3.08 ASSIGNMENT OF CONTRACT | Clause G.C. 3.08.01 is amended by adding the following words to the end of this clause: “which consent may be arbitrarily withheld by the Owner”. |
| GC 3.09 SUBCONTRACTING BY THE CONTRACTOR | Clause G.C. 3.09.07 is added as follows: “The Contractor shall, in the case of its Subcontractors and suppliers, be held responsible for and shall ensure that they obtain all necessary permits, fees, licenses, certifications, inspections and all insurance in connection with the Work as may be required by laws, ordinances, rules, regulations and codes relating to the Work and by the Contract Documents.” |
| GC 3.10 CHANGES | Clause G.C. 3.10.01.03 is amended by removing the word ‘Mediation’. Clause G.C. 3.10.01.04 is added as follows: “.04 The Owner shall have the right to delete any part of the Work from the Contract, or to terminate all or part of the Contract, upon five days written notice, without claim for compensation from the Contractor, except that the Contractor shall receive payment for all Work completed to the date of delivery of the notice at the applicable Contract Unit Price set out in the Contract Documents.” |
| G.C. 3.10.02 EXTRA WORK | Clause G.C. 3.10.02.03 is amended by removing the word ‘Mediation’ and adding the following sentence to the end: “Payment may also be made based on prices in the Contract and apportionment of responsibility as determined by the Owner or Contract Administrator where so as authorized”. |
| G.C. 3.10.03 ADDITIONAL WORK | Clause G.C. 3.10.03.03 is amended by removing the word ‘Mediation’. |
| GC 3.13.01 CONTINUANCE OF THE WORK | Clause G.C. 3.13: Heading is amended by removing the word ‘Mediation’. Clause G.C. 3.13.01.01 is deleted and replaced with the following: “.01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any written notification of a claim or dispute, continue to proceed with the Work with due diligence and expedition. Under no circumstances will verbal notice be deemed acceptable notice. Failing to provide written notice shall jeopardize any claim that the Contractor may have under the Contract.” |
| GC 3.13.03 CLAIMS PROCEDURE | Clause G.C. 3.13.03.01 is deleted and replaced with the following: “.01 The Contractor shall give written notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation. Under no circumstances will verbal notice be deemed to be acceptable notice.” Clause G.C. 3.13.03.02 is deleted. |
| GC 3.13.04 NEGOTIATIONS | Clause G.C. 3.13.04.02 is amended by deleting after “... where a negotiated settlement cannot be reached” and inserting “the parties may commence proceedings in a Court of competent Jurisdiction in the Province of Ontario for the unresolved portion of the dispute”. |

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| GC 3.13.05 MEDIATION | Clause G.C. 3.13.05 is deleted in its entirety. |
| GC 3.13.07 RIGHTS OF BOTH PARTIES | Clause G.C. 3.13.07.01 is amended by deleting the words "Mediation" |

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| GC 3.14 ARBITRATION | Clause G.C. 3.14 is deleted in its entirety. |
| GC 4.02 APPROVALS AND PERMITS | Clause G.C. 4.02 is deleted in its entirety. |
| GC 4.06 CONTRACTOR'S RIGHT TO CORRECT A DEFAULT | <p>Clause G.C. 4.06.01 is amended by inserting the words "in a manner acceptable to the Contract Administrator" after the words "correct the default" in the second line of Clause G.C. 4.06.01</p> <p>Clause G.C. 4.06.02 (b) is amended by deleting the word "acceptable" and inserting the words "acceptable to the Contract Administrator" after the words "such correction".</p> <p>Clause G.C. 4.06.02 (c) is amended by inserting the words "to the satisfaction of the Contract Administrator" at the end of this clause.</p> |
| GC 4.07 OWNER'S RIGHT TO CORRECT DEFAULT | <p>Clause G.C. 4.07 is amended by deleting clause .01 and replacing it with the following:</p> <p>“.01 If the Contractor fails to correct the default within the time specified in subsection G.C. 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner (without prejudice to any other right or remedy the Owner may have) may correct such default and the Contractor shall pay to the Owner the cost to correct the default plus an administration fee of 20% thereof, and any amount or amounts payable by the Contractor hereunder may be deducted by the Owner from any monies then or thereafter owing under this or any other contract, or otherwise owing, to the Contractor</p> |
| GC 4.08 TERMINATION OF CONTRACTOR'S RIGHT TO CONTINUE THE WORK | <p>Clause G.C. 4.08.03 is added as follows:</p> <p>".03 The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed by the Contractor up to the time of termination shall continue in force after such termination."</p> |
| GC 5.02 QUALITY OF MATERIAL | <p>Clause G.C. 5.02.04 is deleted and replaced with the following:</p> <p>“.04 (a) The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling and testing as specified or as requested by the Contract Administrator. No material that has not been approved by the Owner shall be incorporated in the Work.</p> <p>.04 (b) Testing and inspection of Materials delivered to the site for incorporation in the Work and workmanship on the Project will be conducted by the Owner under the direction of the Contract Administrator.</p> <p>.04 (c) Testing of previously tested material and/or workmanship shall be carried out at the Contract Administrator's discretion at the Contractor's expense.”</p> <p>The following new clauses are added to G.C. 5.02 as follows:</p> <p>“.10 The cost of all testing and inspection of materials delivered to the site that are ordered by the Owner will be borne by the Owner, unless otherwise specified in the Contract Documents.</p> <p>.11 Any retesting to verify the quality of work or previous test results shall be</p> |

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| | <p>carried out at the discretion of the Contract Administrator and at the expense of the Contractor.</p> <p>.12 The Contractor shall provide at all times, to the Contract Administrator, its assistance and the use of the Contractor's tools and construction equipment as required by the Contract Administrator to safely procure, package and ship all test samples.</p> <p>.13 The Contractor shall make known to the Contract Administrator, the source of material at least one week prior to the time it proposes to use such material, unless otherwise specified in the Contract Documents.</p> <p>.14 Where required by the Contract Administrator, or where otherwise specified in the contract document, the Contractor shall supply certified copies of all tests upon all materials and equipment to be used in the construction of the works, indicating that materials comply with the specifications. Such test shall be made by a testing company approved by the Contract Administrator and shall be at the Contractor's expense."</p> |
| <p>GC 5.04 SUBSTITUTIONS</p> | <p>Clause G.C. 5.04.03 is replaced by the following:</p> <p>"If the proposed substitution is approved by the Contract Administrator, the Contract Administrator and the Contractor shall negotiate a price acceptable to both parties</p> |
| <p>GC 6.01 PROTECTION OF WORK, PERSONS AND PROPERTY</p> | <p>Clause G.C. 6.01.02 is modified by inserting the words:</p> <p>"If the Contract Administrator so directs" following the words "restore such damage" in the fourth line of Clause G.C. 6.01.02.</p> |
| <p>GC 6.02 INDEMNIFICATION</p> | <p>Clause G.C. 6.02 is deleted its entirely and replaced it with the following:</p> <p>“.01 The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the Owner, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors."</p> <p>.02 Claims reported to the Contractor, either directly by a third party or through the Owner shall be promptly investigated by the Contractor. The Contractor shall make contact with the third party claimant within 48 hours of receipt of notice of a claim. The Contractor shall initiate an investigation of the claim</p> |

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| | <p>immediately upon notice, and advise the third party claimant in writing, with a copy to the Owner, of its position regarding the claim within 7 calendar days of the notice. The Contractor shall include in their response the reasons for their position.</p> <p>.03 Should the position of the Contractor under G.C. 6.02.02 not resolve the claim and be accepted by the third party claimant, the Contractor shall immediately report the claim to its Insurer for a further review. The Contractor's Insurer upon receipt of this claim shall immediately advise the third party claimant by letter, with a copy to the Owner, that they are now investigating the claim. When a final position on the claim has been determined, the Contractor's Insurer shall advise the third party claimant by letter, with a copy to the Owner. Failure to follow this procedure shall permit the Owner to investigate and resolve any such claims.</p> <p>.04 Nothing herein shall limit the right of the Owner to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification from the Contractor or to exercise any other rights under the Contract Documents.</p> <p>.05 The Owner may, without breaching the Contract, retain from the funds owing to the Contractor an amount that, as between the Owner and the Contractor, is equal to the balance in the Owner's favour of all outstanding debts, claims or damages.</p> |
| <p>GC 6.03 CONTRACTOR'S INSURANCE</p> | <p>Clause G.C. 6.03.01.01 is deleted and replaced with the following:</p> <p>“.01 General liability insurance shall be in the name of the Contractor, with the Owner and any other party dictated by the Owner to be included, named as additional insureds, with limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than Five Thousand Dollars (\$5,000.00). The Contractor shall forward with the executed Contract Documents a certified copy of the completed Certificate of Insurance Form.”</p> <p>Clause G.C. 6.03.01.02 is deleted.</p> |
| <p>GC 6.03.05.03 USE AND OCCUPANCY OF THE WORK PRIOR TO COMPLETION</p> | <p>Clause G.C. 6.03.05.03.01 is deleted and replaced with the following:</p> <p>“The Owner may make such use or occupy part or all the Work prior to Completion so long as the said use or occupation does not unduly or unreasonably interfere or obstruct the Contractor's obligations under this Contract.</p> |
| <p>GC 6.03.05.04 PAYMENT FOR LOSS OR DAMAGE</p> | <p>Clause G.C. 6.03.05.04.03 is amended by inserting the words:</p> <p>"for whom the Owner is at law responsible" following the word "others" at the beginning of the second line of Clause G.C. 6.03.05.04.03.</p> |
| <p>GC 6.04 BONDING</p> | <p>Clause G.C. 6.04.01 is deleted and replaced with the following:</p> <p>.01 The Contractor shall, prior to commencement of the Work, provide to the Owner:</p> <p>a) a performance and maintenance bond, in the form and the amount set out in the Bid Document, covering the performance of the Contract, including the Contractor's requirements with respect to the correction of</p> |

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| | <p>deficiencies and the fulfillment of all warranties; and</p> <p>b) a labour and material payment bond, in the form and the amount set out in the Bid Document, covering payment for labour, Materials, or both.”</p> <p>Clause G.C. 6.04.02 is amended by inserting the words "in a form approved of by the Contract Administrator" following the words "such bonds shall be issued" in the first line of Clause G.C. 6.04.02 and by deleting the words “and shall be to the satisfaction of the Owner” in the second line following the word “Ontario”.</p> |
| GC 6.05 WORKPLACE SAFETY AND INSURANCE BOARD | <p>Clause G.C. 6.05.01 a) is deleted and replaced with the following:</p> <p>“a) At the time of the execution of the Contract by the Contractor.”</p> <p>Clause G.C. 6.05.01 b) is amended by adding thereto at the start, “Prior to the issuance of any payment by the Owner and”.</p> <p>Clause G.C. 6.05.01 c) is deleted and replaced with “Prior to the expiration of the Warranty Period and upon the Completion Payment” at the end of the sentence.</p> |
| GC 7.01 GENERAL CONTRACTOR’S RESPONSIBILITIES AND CONTROL OF WORK | <p>Clause G.C. 7.01.07 is amended by deleting the words “14 Days” and replacing them with “10 Calendar Days”.</p> |
| GC 7.02 MONUMENTS AND LAYOUT | <p>Clause G.C. 7.02.01 is amended by adding ‘Control’ after ‘those’, and replacing ‘Property Monuments’ with ‘Any Property Monuments identified’.</p> |
| GC 7.03 WORKING AREA | <p>Clause G.C. 7.03.01 is amended by adding “and shall be to the Contract Administrator’s satisfaction” before “other than that caused by the Owner or others.</p> |
| GC 7.06 MAINTAINING ROADS AND DETOURS | <p>Clause G.C. 7.06.04 is amended by adding ‘Unless otherwise specified’ at the beginning of the clause.</p> |

**GC 7.10
CONTRACTOR'S RIGHT
TO STOP THE WORK OR
TERMINATE THE
CONTRACT**

Clause G.C. 7.10.02 is deleted in its entirety.

Clause G.C. 7.10.03 (c) is amended by inserting the words "to a substantial degree and the Contract Administrator confirms by written statement to the Contractor that such cause exists" at the end of Clause G.C. 7.10.03 (c).

Clause G.C. 7.10.04 is deleted in its entirety and replaced with the following:

.04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the fifteen (15) Days immediately following the receipt of the written notice, or the Owner commences the correction within fifteen (15) Days and provides the Contractor with an acceptable schedule for the correction and the default is not corrected in accordance with this schedule, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

G.C. 7.10.05 is amended by inserting "reasonably foreseeable" before "losses or damage as the Contractor may sustain as a result of the termination of the Contract."

Clause G.C. 7.10.06 is added as follows:

.06 If the Contractor stops the Work or terminates the Contract in accordance with the paragraphs above, it shall leave the site and the Work in a safe and secure position.

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| <p>GC 7.15 CLEANING UP BEFORE ACCEPTANCE</p> | <p>Clause G.C 7.15.01 is amended by deleting the second sentence and replacing it with: “The Contractor shall also remove all temporary works, waste products and debris and shall leave the Works and Working area clean and suitable for occupancy by the Owner, unless otherwise specified, to the satisfaction of the Owner.”</p> <p>Clause G.C. 7.15.02 is amended by deleting the last sentence and by adding the words “debris, waste products” after the words “surplus materials”.</p> |
| <p>GC 7.16 WARRANTY</p> | <p>Clause G.C. 7.16.02 a) is deleted and replaced with:</p> <p>“a) Prior to and during the Warranty Period.”</p> <p>Clauses G.C. 7.16.02 b) is deleted.</p> <p>Clause G.C. 7.16.02 c) will become G.C. 7.16.02 b) and the word “longer” is deleted and replaced with the word “other”.</p> |
| <p>GC 7.19 HEALTH AND SAFETY</p> | <p>Clause G.C. 7.19 is added as follows:</p> <p>“.01 The Contractor shall ensure all Subcontractors and suppliers are aware of and comply with all Owner Health and Safety policies, programs, rules and requests.</p> <p>.02 The Contractor shall provide a copy of Contractor’s current Health and Safety Policies and Program prior to the commencement of construction.</p> <p>.03 The Contractor shall obtain copies of all Subcontractors’ Health and Safety policies and programs.</p> <p>.04 The Contractor shall comply with all Federal and Provincial Health and Safety Acts and Regulations, and with all applicable industry safety standards.</p> <p>.05 The Contractor shall comply with current Ontario Regulations for Construction Projects made under the Occupational Health and Safety Act (OHSA).</p> <p>.06 The Contractor shall provide any and all personal protective equipment for its own workers where prescribed. If any worker fails to comply with any program policy, rule or request regarding health and safety, the Owner reserves the right to order the removal of that person from the Work.</p> <p>.07 The Contractor shall maintain on site, at a location accessible to the Consultant and the Owner, current Materials Safety Data Sheets (MSDS).</p> <p>.08 The Contractor shall provide the Owner with a list of Designated Substances that will be brought to the site prior to commencing work.</p> |

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| | <p>.9 If any designated hazardous substances have been identified within the Working Area, a list of those substances found to be present will be provided in the Special Provisions or the Geotechnical Report contained in the Contract Documents.</p> <p>.10 The Contract Administrator shall have the right to document all health and safety concerns regarding the Contractor's operations and to issue warnings and/or to stop work for any Contractor violations of the OHSA, Ontario Construction Regulations, or any health and safety requirements of the Contract, and/or if the Contractor creates a health or safety hazard.</p> <p>.11 Written warnings and/or stop work orders shall be given to the Contractor using the Owner's Contractor Health and Safety Warning / Stop Work Order Form.</p> <p>.12 The Owner reserves the right to have a hazard corrected at the Contractor's expense.</p> <p>.13 The Contractor shall notify all regulatory bodies required for construction activities, (i.e., Notice of Project, employer notification, etc.). Notifications shall include, but not be limited to, the notification requirements laid out in OHSA Sec 51-53 and the requirements of Ont. Reg. 213/91 for Construction Projects, Sections 5, 6 and 7.</p> <p>.14 For the purpose of this contract the Contractor shall be the "Constructor" within the meaning of the OHSA.</p> |
| <p>GC 8.01.02 VARIATIONS IN TENDER QUANTITIES</p> | <p>Clause G.C. 8.01.02.01 is amended by adding in the first paragraph:</p> <p>"immediately notify the Contract Administrator in writing of the change in quantity and" after the words "the Contractor shall".</p> <p>Clause G.C. 8.01.02.01 a) is amended by deleting "either party to the Contract may make written request to the other party" and replacing it with "the Owner may make written request to the Contractor". At the end of the paragraph, add "If an agreement cannot be reached, the Owner may determine the unit price."</p> <p>Clause G.C. 8.01.02.01 c) is added as follows:</p> <p>"c) Failure to provide immediate notice in writing, as set out above, will entitle the Owner to deny payment. It shall be within the Owner's sole</p> |

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| | <p>discretion to determine when the Contractor knew or ought to have known of the change in Tender quantity.”</p> <p>Clause G.C. 8.01.02.01 d) is added as follows:</p> <p>“d) Written notice received after issuance of the Completion Certificate will form an automatic basis for denial by the Owner of the claim for payment by the Contractor.”</p> <p>The last paragraph of Clause G.C. 8.01.02.01 commencing with the words “Written requests for compensation” is deleted.</p> |
| <p>GC 8.02.03 ADVANCE PAYMENTS FOR MATERIALS</p> | <p>Clause G.C. 8.02.03.01 is amended by deleting the word “shall” in the first sentence and inserting the word “may”.</p> |
| <p>GC 8.02.04 CERTIFICATION AND PAYMENT</p> | <p>Clause G.C. 8.02.04.01.03 is amended by adding the following to the end of the clause:</p> <p>“Payment will not be made for Work performed or Material supplied for unapproved Change Orders, deficient Work, or disputed quantities.”</p> <p>Clause G.C. 8.02.04.01.05 is added as follows:</p> <p>“.05 In addition to its obligations under the Construction Act, the Owner shall retain a minimum 2% holdback as an Owner’s Set-Off for unforeseeable deficiencies and sub-standard work. This 2% holdback will be paid to the Contractor after the later of either:</p> <ul style="list-style-type: none"> a) the issuance of the Completion Certificate by the Owner, or b) the expiry of any applicable Warranty Period.” <p>Clause G.C 8.02.04.02 is deleted in its entirety.</p> <p>Clause G.C 8.02.04.03 is deleted in its entirety.</p> <p>Clause G.C 8.02.04.08 is deleted in its entirety.</p> <p>Clause G.C 8.02.04.09 is deleted in its entirety.</p> <p>Clause G.C 8.02.04.10 is deleted in its entirety.</p> |

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| <p>GC 8.02.05 PAYMENT ON A TIME AND MATERIAL BASIS</p> | <p>Clause G.C. 8.02.05.01.01 is amended by deleting the definition of “Working Time” and replacing it with the following:</p> <p>“Working Time means each period of time during which a unit of equipment and/or labour is actively and of necessity engaged on a specific operation.”</p> <p>Clause G.C. 8.02.05.08.01 is amended by deleting subparagraphs (a), (b) and (c) and replacing them with “a) 5% of the amount.”</p> <p>Clause G.C. 8.02.05.09.04 is amended by deleting “60 Days” and replacing it with “30 Days”.</p> <p>Clause G.C. 8.02.05.09.05 is added as follows:</p> <p>“.05 All claims for Extra Work must be submitted on a form acceptable to the Owner.”</p> |
| <p>GC 8.02.08 TAXES</p> | <p>Clause G.C. 8.02.08.06 is added as follows:</p> <p>“.06 The Contract Administrator reserves the right to make deductions from the regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from contract payments pending receipt of the statement itemizing the benefits which have resulted from the decrease in tax costs at which time the final payment adjustment will be determined.”</p> |
| <p>GC 8.02.10 LIEN CLAIMS</p> | <p>Clause G.C. 8.02.10 is added as follows:</p> <p>“G.C. 8.02.10 Lien Claims</p> <p>.01 The Contractor shall give the Contract Administrator notice in writing immediately, of all lien claims or potential lien claims coming to the knowledge of the Contractor or his agents.</p> <p>.02 When lien is claimed by a Subcontractor, labour or material supplier or equipment renter, the Contractor shall forthwith pay to the Owner, its reasonable legal fees incurred in connection therewith, on a solicitor and his own client basis, together with all interest, costs and expenses incurred by the Owner and such remedy shall be in addition to any other remedy available to the Owner under the terms of the Contract.</p> <p>.03 Where any lien claimant asks from the Owner the production for inspection of the Contract Documents or the state of the accounts between the Owner and the Contractor, the Contractor shall be liable for an administration fee of up to Two Hundred Dollars (\$200.00) for each request made as compensation for the preparation of such accounting or for the preparation of the Contract Documents, or both, as the case may be.</p> <p>.04 Where an application is brought to a judge of a competent jurisdiction to compel production of any particular document to a lien claimant, the Contractor further agrees to indemnify the Owner from reasonable legal fees, on a substantial indemnity basis, incurred in appearing on such an application and in addition agrees to pay to the Owner its reasonable costs incurred in</p> |

producing such documents to the extent that the same is made necessary under the disposition of the matter by such judge.

.05 The Contractor acknowledges and agrees that any and all fees, costs, or expenses of any nature whatsoever which are the responsibility of the Contractor under this Clause shall be deductible from monies otherwise payable to the Contractor.”