



**Revision Date: February 5, 2019**

**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 2018) shall be followed with the exceptions founding the Corporation of Loyalist Township's (the Owner's) Supplemental General Conditions of Contract. The following amendment to General Conditions of Contract OPSS.MUNI 100 (November 2018), shall apply to this contract.

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## **Section GC 1.0 – Interpretation**

*Section GC 1.04 of the OPS General Conditions of Contract is amended by the addition of the following;*

**Owner** or **Corporation** or **Township** means THE CORPORATION OF LOYALIST TOWNSHIP.

*The definition of Contract Administrator is amended by the addition of the following;*

**Contract Administrator** means the person, partnership, or corporation designated by the Owner

**Warranty Period** means the period of **24 months** from the date of Completion for all of the work.

Clause GC 1.04.01 is amended by deleting the definition of “Working Area” and replacing it with the following:

**Working Area** means all the lands and easements on, over or under which the work is to be 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.

## **Section GC 2.0 – Contract Documents**

### **GC 2.01 Reliance on Contract Documents**

*Section GC 2.01 of the OPS General Conditions of Contract is amended as follows:*

*Section GC 2.01.01 is deleted in its entirety and are replaced by the following:*

- .01 a) The Owner does not make any warrants with respect to the location or presence of utilities within the project limits. The location of utilities shown on the Contract Drawings are approximate and based on the best information available during preparation of the Contract Documents. It is the Contractor’s responsibility to contact the appropriate agencies for further information regarding the exact location of all Utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the Utilities from damage.
- b) The Contractor shall be responsible for the protection of all Utilities within the project limits throughout the duration of the Contract.
- c) The Owner will be responsible for the relocation of Utilities where required. However, no claims will be considered which are based on delays or inconveniences resulting from the relocation not being completed before the start of the Contract.

*Section GC 2.01.02 b) is deleted in its entirety and replaced by the following;*

- .02 b) Any other information provided to the Contractor with respect to utilities.

## **Section GC 3.0 – Administration of the Contract**

### **GC 3.01 Contract Administrator’s Authority**

*Clause GC 3.01.03 is further revised by inserting the following at the end of this 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.”

Amend GC 3.01.11 as follows:

The existing paragraph becomes .11 a) and the following is added:

- .11 b) The Contractor shall, at any time so required by the Contract Administrator, during construction or during the warranty period, make such openings to such extent through any part of the Work as the Contract Administrator may direct for inspection or testing purposes. Upon the completion of the inspections the Contractor shall forthwith make the work good again to the satisfaction of the Contract Administrator. Should the work so opened be found, in the opinion of the Contract Administrator, to be not in compliance with the Contract in any respect, the whole of the expense, including the cost of inspection, shall be borne by the Contractor; but if the work so opened up is found to be in compliance with the Contract, the said expense shall be borne by the Owner (unless the Contract Administrator was not properly notified prior to concealment of the work, in which case the cost will be borne solely by the Contractor).
- .11 c) Should the Contractor refuse to make such openings or reinstatements as are ordered by the Contract Administrator, then the Contract Administrator will proceed with the work in any manner deemed appropriate. The cost of such work shall be paid by the Contractor or deducted from any monies due.

*Section GC 3.01.13 is deleted in its entirety and replaced by the following;*

If, **in the opinion of the Contract Administrator**, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents and/or correction of defective work or work not performed in accordance with the Contract Documents will result in an unsatisfactory finished product, the Owner may deduct monies otherwise due to the Contractor. Deductions shall be determined based on the work required to correct the defective work and unit prices contained in the Contract Documents. If no unit prices for the necessary work are contained in the Contract Documents, prices shall be determined at the discretion of the Contract Administrator.

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”.

*Clause GC 3.01.15 is amended by the addition of the following;*

The Contractor shall not be entitled to an extension of Contract time for suspension of the Work in these circumstances.

A new clause GC 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 GC3.01.19 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.”

Replace GC 3.02.06 with:

.06 Work related to the Working Drawings shall not proceed until the Working Drawings have been initialled or signed, and dated, by the Contract Administrator, and marked as “Reviewed” or “Reviewed as Noted”.

## **GC 3.04 Emergency Situations**

Subsection GC 3.04.02 is deleted in its entirety and replaced with the following:

.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 remedial work is done by others at the direction of the Contract Administrator, the Contractor shall pay to the Owner all costs of the work plus an administration fee of 20% thereof, and all amounts 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.

Subsection GC 3.04 is amended by the addition of the following:

.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 8.02.05 Payment on a Time and Material Basis if no appropriate unit price is available.

## **GC 3.05    Layout**

Clause GC 3.05 is deleted in its entirety and replaced with the following:

“.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.

.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.

.04 It shall be the Contractor’s responsibility to protect survey monuments from any damage due to its operation.

.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.”

## **GC 3.06 – Contract Time and Extension**

**Clause GC 3.06 is deleted in its entirety and replaced with the following:**

### **“GC 3.06 Progress of Work and Extension of Contract Time**

.01 Time shall be of the essence of the Contract.

.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.

.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.

.04 Circumstances suitable for consideration of an extension of Contract Time include the following:

- a) Delays; See subsection GC 3.07.
- b) Changes in the Work; See clause GC 3.10.01.
- c) Extra Work; See clause GC 3.10.02.

d) Additional Work; See clause GC 3.10.03.

.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.

.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.

.07 The terms and conditions of the Contract shall continue for such extension of Contract Time.

.08 In the event of the Owner granting an extension of time, time shall continue to be deemed of the essence of this Contract.”

### **GC 3.08 Assignment of Contract**

Clause GC 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**

Subsection 3.09 is amended by the addition of the following:

.07 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 3.10.01 Changes in the Work**

Clause GC 3.10.01 is amended by the addition of the following:

.04 The Owner shall have the right to delete any part of the Work from the Contract upon five (5) days written notice to the Contractor. In the event of such a deletion, the Contractor shall be entitled to payment for that portion of the Work that is, in the Contract Administrator’s opinion, satisfactorily performed up to the date of the deletion notice. 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. The Contractor shall not be entitled to any claim for loss of profit or anticipated profit, loss or business opportunities, or any other indirect or consequential damages that may arise from the Owners’ deletion of the Work.

### **GC 3.13.01 Continuance of the Work**

Clause GC 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 GC 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.”

Paragraph GC 3.13.03.02 is amended by adding the following sentence to the end of that paragraph:

In the case of a claim in respect of Extra Work, the Contractor shall give written notification of its intent to submit a claim for Extra Work prior to the commencement of the Extra Work; otherwise claims for Extra Work will not be considered.

### **GC 3.14.01        Conditions of Arbitration**

Paragraphs 3.14.01.01 and 3.14.01.02 are deleted in their entirety and replaced with the following:

.01     If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, or the mediation stage noted in Clause GC 3.13.05, Mediation, either party may request an arbitration of the dispute and the parties, by mutual agreement, may invoke the provisions of subsection GC 3.14, Arbitration.

.02     If the parties agree to engage in arbitration, notification that arbitration shall be implemented to resolve the issue shall be communicated in writing to the Contract Administrator as soon as possible and not later than 60 Days following the opinion given in paragraph GC 3.13.03.05. Where the use of a third-party mediator was implemented, notification shall be within 120 Days of the opinion given in paragraph GC 3.13.03.05.

## **GC 4.0            Owner’s Responsibilities and Rights**

### **GC 4.01        Working Area**

Amend GC 4.01 Working Area, by adding the following:

.02 The Owner maintains a right of entry to the Working Area for the purpose of performing the Owner’s own work.

### **GC 4.02        Approvals and Permits**

Clause GC 4.02.01 is amended by deleting the words “plumbing and”.

### **GC 4.06        Contractor’s Right to Correct a Default**

Clause GC 4.06.01 is deleted in its entirety and replaced with the following:



.01 The Contractor shall have the right within 5 full Working Days following the receipt of a notice of default to correct the default in a manner acceptable to the Contract Administrator and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.

Clause GC 4.06.02 is amended by deleting b) and c) in their entirety and replacing them with the following:

b) provides the Owner with the schedule for the progress of such correction acceptable to the Contract Administrator; and

c) completes the correction in accordance with such schedule to the satisfaction of the Contract Administrator.

## **GC 4.07 Owner's Right to Correct Default**

Clause GC 4.07 is amended by deleting clause .01 and replacing it with the following:

“.01 If the Contractor fails to correct the default within the time specified in subsection GC 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.

## **GC 4.08 Termination**

Clause GC 4.08.03 is added as follows:

".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."

## **GC 5.04 Substitutions**

Clause GC 5.04.03 is deleted in its entirety and replaced with the following:

.03 If the proposed substitution is approved by the Contract Administrator, the Contract Administrator and the Contractor shall negotiate an adjustment to the Contract price, if any, that is acceptable to both parties.

## **GC 6.0 Insurance, Protection and Damage**

### **GC 6.01 Protection of Work, Persons and Property**

Clause GC 6.01.02 is modified by inserting the words "If the Contract Administrator so directs" following the words "restore such damage" in the fourth line of Clause GC6.01.02.

### **GC 6.02 Indemnification**

### **GC 6.03 Insurance**

### **GC 3.03.02 General**

Add subsection .08 and .09 to subsection GC6.03.02 as follows:

The Insurance Certificate, as required, shall also contain the following policy endorsements:

- Cross Liability
- Contractual Liability
- Products and Completed Operations, and
- Employers Liability

### **GC 6.03.05.04 Payment for Loss or Damage**

Clause GC 6.03.05.04.03 is amended by inserting the words "for whom the Owner is at law responsible" following the word "others" at the beginning of the second line of Clause GC 6.03.05.04.03.

### **GC 6.05 Workplace Safety and Insurance Board**

Clause GC 6.05.01 is amended by deleting a), b) and c) and replacing them with the following:

- a) At the time of the execution of the Contract by the Contractor.
- b) Prior to the issuance of any payment by the Owner and prior to issue of the Certificate of Substantial Performance.
- c) Prior to expiration of the Warranty Period and upon the completion payment.

## **GC 7.0 - Contractor Responsibilities and Control of the Work**

### **GC 7.01.03 Control and Responsibility**

*GC 7.01.04 is amended by the addition of the following;*

h) The Contractor shall be responsible for ensuring that the requirements of the Health and Safety Act are maintained onsite for the workers, the Owner and the Owner's staff, representatives and visitors.

*Subsection 7.01.05 is amended by the additional of the following;*

The Contractor's authorized representative shall be accessible at all times and shall have the authority to mobilize labour, materials and equipment and to take any action as directed by the Contract Administrator in any case, no matter the cause.

*Subsection GC 7.01.09 is deleted in its entirety and replaced by the following;*

The *Contractor* shall arrange with the appropriate *Utility* authorities for the stake out of all underground *Utilities* and service connections that may be affected by the *Work*. The *Contractor* shall observe the location of the stake outs prior to commencement of the *Work* and, in the event that there is a discrepancy between the location of the stake outs and the locations shown on the *Contract Documents* that may affect the *Work*, the *Contractor* shall immediately notify the *Contract Administrator* and the affected *Utility* companies in order to resolve the discrepancy. The *Contractor* shall be responsible for any damage done to the underground *Utilities* and service connections by the *Contractor's* forces during completion of the *Work*.

### **GC 7.03 Working Area**

Clause GC 7.03.01 is amended by adding “and shall be to the Contract Administrator’s satisfaction” to the end of the sentence.

Subsection 7.03 is amended by the amending and addition of the following:

01 amended by inserting the words “waste products and” prior to the word “debris” in the second line of this clause

.06 The Contractor shall ensure that any operations associated with the Work within the Working Area shall be controlled and managed to minimize impacts on adjacent residents and businesses.

.07 The Contractor shall take such steps as may be required to prevent dust nuisance resulting from its operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor’s responsibility to maintain a roadway through the Working area.

.08 Where the Work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, where dust would affect traffic or wherever dust would be a nuisance to residents of the area where the Work is being carried out.

### **GC 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services**

Clause GC 7.07.01 is amended by adding the following words at the end of the clause:

“Where there is no alternative but to shut off access temporarily to a property, the Contractor shall first notify the persons affected and shall work so as to keep the period of the inconvenience to a minimum. Any closure of access must first be approved by the Contract Administrator prior to closing.”

Section 7.07 is amended by deleting clause 7.07.02 and 7.07.03 in their entirety, and replacing with the following:

.02 The Contractor shall provide, at all times and at no extra cost to the Owner, access to fire hydrants, water and gas valves, all other Utilities, and access to all entrances to the Working Area.

.03 Where any interruptions in the supply of Utility services or restrictions to pedestrian and vehicular access to properties adjoining the Working Area are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.12. Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

### **GC 7.10 Contractor’s Rights to Stop the Work or Terminate the Contract**

Clause GC 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.

### **GC 7.13 Obstructions**

Add paragraphs .04, and .05 to subsection GC7.13 as follows:

.04 Where existing utilities must be temporarily disturbed or removed in the course of construction of the works under this Contract, such utilities shall be restored as soon as possible to a condition equal to or better than its original condition and to the satisfaction of the owner of the utility and the Contract Administrator. Such restoration shall be carried out at the Contractor's expense and the cost of the work shall be included in the unit prices tendered for the Work.

.05 Where the existing underground utilities are exposed during the course of the contract, such utilities shall be supported in place and protected from injury in a manner satisfactory to the owner of the utility and the Engineer. Such protection shall be carried out at the Contractor's expense and the cost of the work shall be included in the unit prices tendered for the Work

### **GC 7.14 Limitations of Operations**

Subsection 7.14 is amended by deleting the first paragraph and replacing it with the following:

.01 Except as otherwise approved in writing by the Contract Administrator and subject to any by-laws of the Owner limiting the hours of work, the Contractor shall confine the hours of work to:

The Contractor's operations under this Contract will be Monday to Friday and will be restricted to the Township Noise By-Law 2011-006, As Amended: 7:00am – 8:00pm.

Saturday work must be pre-approved by Contract Administrator and requested a minimum 4 working days prior.

No Work will be permitted on Saturdays without written authorization from the Owner and requested a minimum of 4 working days prior.

No nighttime Work will be permitted without written authorization from the Owner.

Township Utilities staff are not available after 11:00 am on Fridays between the first week of May and the first week of September.

and shall not work on Sundays or Holidays as defined in the Retail Business Holidays Act, R.S.O. 1990, Chap R.30 or any successor thereof, or the last business day afternoon before a long weekend. The Contractor shall not be entitled to a claim for delay, change in the schedule or increase in the Contract Prices arising from the Contractor's obligation to comply with these limitations of operations.

### **GC 7.15 Cleaning Up Before Acceptance**

Clause GC 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."

Clause GC 7.15.02 is amended by deleting the last sentence and by adding the words “debris, waste products” after the words “surplus materials”.

## **GC 7.16 Warranty**

Clause GC 7.16.02 c) the word “longer” is deleted and replaced with the word “other”.

Amend paragraph .02 of subsection GC 7.16 with the addition of the following:

Upon receipt of written notice, the Contractor shall attend the site within twenty-four (24) hours to review identified defects or deficiencies and resolve the observed defects or deficiencies within seventy-two (72) hours to the satisfaction of the Contract Administrator. The Contractor’s failure to resolve the defects or deficiencies detailed in the written notice shall permit the Owner to access the Contractor’s performance bond or to deduct from monies owing to the Contractor to resolve the defects or deficiencies. The Contractor shall provide for, at no additional costs to the Owner, maintaining roads and detours and all necessary notices as specified under GC7.06 and GC 7.11, respectively in their attempt to resolve the written notice.

## **GC 7.01.04 Health and Safety**

Clause GC 7.01.04 is added to as follows:

.06 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.

.07 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.

.08 The Owner reserves the right to have a hazard corrected at the Contractor’s expense.

.09 For the purpose of this contract the Contractor shall be the “Constructor” within the meaning of the OHSA.

## **GC 7.18 Drainage**

Subsection 7.18 is amended by the addition of the following:

.02 The contractor shall be sole responsible for all damages caused by, or resulting from water backing up or flowing over, under, through, from, on or along any part of the Work or which any of its operations may cause to flow elsewhere and shall bear such costs, make sure provisions and provide such indemnity as required in the Contract Documents.

## **Section GC 8.0 – Measurement and Payment**

### **GC 8.01.02 Variations in Tender Quantities**

Clause GC 8.01.02.01 is amended by adding in the first paragraph the words “immediately notify the Contract Administrator in writing of the change in quantity and” after the words “the Contractor shall”.

**GC 8.02.03 Advance Payments for Materials**

Clause GC 8.02.03.01 is amended by deleting the word “shall” in the first sentence and inserting the word “may”.

**GC 8.02.04 Certification and Payment**

Clause GC 8.02.04.01.01 is amended by adding the following to the end of the clause:

“Payment will not be made for Work performed or Material supplied for unapproved Change Orders, deficient Work, or disputed quantities.”

**GC 8.02.04.02 Certification of Subcontract Completion**

Clause GC 8.02.04.02 is deleted in its entirety and replaced with the following:

All subcontracted work shall be included in the Work of the Contract. No separate certifications shall be made for subcontracted work.

**GC 8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates**

*Subsection 8.02.04.05.04 is amended by the addition of the following;*

The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and providing the Contractor submits the following to the Contract Administrator:

- a) a release by the *Contractor* as specified elsewhere in the Contract to the *Contract Administrator* releasing the *Owner* from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work or matters arising out of subsection GC 3.13, Claims, Negotiations, Mediation;
- b) a statutory declaration in a form satisfactory to the *Contract Administrator* that all liabilities incurred by the *Contractor* and the *Contractor’s Subcontractors* in carrying out the *Contract* have been discharged except for statutory holdbacks properly retained;
- c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board;
- d) proof of publication of the Certificate of Substantial Completion; and
- e) Property Owner’s Releases as specified elsewhere in the Contract.

### **GC 8.02.09 Liquidated Damages**

*Subsection GC 8.02.09 Liquidated Damages of the OPS General Conditions of Contract is amended by the addition of the following;*

It is agreed by parties to the *Contract* that, in the case where *Completion of the Work* is not achieved by the *Contractor* by the *Completion Date*, or as extended in accordance with Section GC 3.07 of the OPS General Conditions of Contract, a loss or damage will be sustained by the *Owner*. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the *Owner* will suffer in the event of and by reason of such delay, the parties hereto agree that the *Contractor* will pay, to the *Owner*, the sum of seven hundred and fifty (\$750.00) dollars, applied before taxes, as liquidated damages for each and every Day's delay in achieving *Completion* of the *Work* beyond the *Completion Date* or as extended. It is agreed by all parties that this amount is an estimate of the actual loss or damage to the *Owner* which will accrue until *Completion* is achieved.

The *Owner* shall be entitled to deduct any amount under this paragraph from any monies that are due or payable to the *Contractor* on **any** account whatsoever. The liquidated damages payable under this paragraph are in addition to, and without prejudice to, any other remedy, action or other alternative that may be available to the *Owner*.