

For purposes of these Supplemental Conditions, a ‘COVID Government Restriction’ means an applicable federal or provincial law, regulations or government directives that prohibit proceeding with the construction project.

These Supplemental Conditions are being issued to address changes to the contract terms and conditions required as a result of the Ontario government restrictions applicable to non-essential construction projects imposed as of April 4, 2020, and any other subsequent government restrictions impacting the Work (the ‘**COVID Government Restriction**’) and other potential impacts associated with the COVID-19 pandemic.

The terms and conditions of the Specifications remain unchanged except as modified by these Supplemental Conditions.

1. All Work to be Performed Except Where Prohibited by Government Restrictions. The Contractor shall perform all work that is not prohibited by a ‘COVID Government Restriction’, including, but not limited to, preparing and delivering drawings (as applicable), ordering materials and other equipment required for construction, securing the services of subcontractors and taking all other steps necessary to ensure the Contractor is in a position to mobilize within 15 working days (or such other period of time as mutually agreed) of the lifting of the ‘COVID Government Restriction’. In the event of doubt as to the scope of work to be performed or deferred, the Contractor shall consult with the Corporation.
2. Unforeseeable COVID-19 Event. For the purposes of these provisions, an ‘Unforeseeable COVID-19 Event’ means an event or situation that the Contractor could not have reasonably anticipated on the date of submission of the Contractor’s Tender for the Contract and includes a ‘COVID Government Restriction’, but only to the extent such law, regulation or restriction could not have been reasonably anticipated on the date of submission of the Contractor’s Tender for the Contract.
3. Impacts on Construction Schedule. Notwithstanding any term to the contrary in the Contract Documents, the Contractor shall not be liable to the Corporation, and shall not be subject to any financial penalties for a delay in performing its obligations under the Contract, to the extent the delay is the direct result of an ‘Unforeseeable COVID-19 Event’ affecting Contractor’s performance.
4. Impacts on Contract Price. An ‘Unforeseeable COVID-19 Event’ shall be deemed to be added to General Conditions-Construction Section 6.0-Terms of Payment as a valid ground for claiming extra expenses from the Corporation and shall be subject to the notice, calculation and other requirements in the General Conditions applicable to such claims, except as otherwise provided in by this Section.



5. Obligation to Minimize Impacts. The Contractor shall give the Corporation notice as soon as possible, and not longer than within 3 working days, of the occurrence of an 'Unforeseeable COVID-19 Event' on the project schedule or costs. Such notice will provide details of the circumstances that are impacting the Contractor, stating the actions the Contractor is taking to minimize the impact of the 'Unforeseeable COVID-19 Event' on the construction project schedule and costs, and the period of time the occurrence is expected to continue. Where the duration of the impact is not clear, the Contractor shall provide regular weekly updates to the Corporation on progress being made to minimize the impact of the 'Unforeseeable COVID-19 Event' on the construction project schedule and costs and expected continued duration of the delay. The Contractor shall, throughout the period of delay, use diligent efforts to end the delay and minimize cost impacts, and ensure any other effects of such 'Unforeseeable COVID-19 Event' are minimized. Subject to the Corporations' right to terminate the Contract, the Contractor shall resume the performance of its obligations as soon as reasonably practicable after the impact of the 'Unforeseeable COVID-19 Event' is resolved.

6. Termination due to an 'Unforeseeable COVID-19 Event'. In the event the impact of the 'Unforeseeable COVID-19 Event' is determined to be unacceptable to the Corporation, the Corporation may, upon written notice to the Contractor, elect to terminate the Contract pursuant to General Conditions-Construction Section 8.2-Suspension or Termination of Contract. Notwithstanding anything to the contrary in the Contract Documents and for greater certainty, in the event of termination, the Contractor shall not be entitled to any payment for costs not incurred or for work not performed, including, without limitation, any lost profits relating to work not performed whether the Contract prices are based on a fixed or unit price arrangement. Except as otherwise modified, all other provisions of the document remain the same.