**The following Supplementary General Conditions—Minor Construction Work are hereby added to the *General Terms and Conditions* of Fleming College(the “College”):**

**S.1. Definitions**

“Contractor” means the Supplier as further defined in the Contract.

**S.2.**  **Occupational Health and Safety Act**

### The Contractor shall:

1. be the designated "constructor", as defined in the *Occupational Health and Safety Act* (“OHSA”), for the work site and shall fulfill the responsibilities of the position under the OHSA, related statutes and regulations;
2. comply with the OHSA and ensure that the persons assigned to provide the Deliverables under the Contract adhere to the OHSA and all applicable statutes and regulations; and
3. give immediate notice by telephone or personal communication to the College as to any damage or injury, or threat of damage or injury, to persons or property during the performance of the services contemplated by this contract.

### The Contractor’s failure to comply with any of the above requirements shall be cause for either immediate termination or suspension of the Contract until the deficiency, in the opinion of the College and/or Workplace Safety and Insurance Board (“WSIB”) is rectified at no cost to the College.

**S.3. Supervisor and Subcontractors**

Prior to commencing the work, the Contractor shall identify to the College the designated work site supervisor, the designated health and safety representative, any subcontractors, and any additional personnel representing the Contractor, along with their respective roles and responsibilities in the performance of the Deliverables.

**S.4. Protection of the Work and the College’s Property**

The Contractor shall observe all of the College’s procedures with regard to the security of the facility where the Deliverables contemplated by this Contract are performed and shall adequately protect the work, property, and premises of the College. The Contractor shall be responsible for any damages due to any negligent act of the Contractor's employees, agents, contractors, subcontractors and those others for whom the Contractor is responsible.

**S.5. Licenses and Permits**

The Contractor shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the Deliverables to be performed by the Contractor pursuant to the Contract. The Contractor shall provide the College with copies upon request.

**S.6. WSIB Assessments**

The Contractor shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to *the Workplace Safety and Insurance Act*. Upon failure to do so, the College may withhold an amount equal to any unpaid assessment or compensation from monies due, or to become due, to the Contractor. The College shall not release such withheld funds until the Contractor provides it a statutory declaration that all assessments and any compensation payable to the WSIB have been paid.

**S.7. Contractor’s Lawful Obligations to its Subcontractors**

The Contractor shall comply with the *Construction Act* and other applicable statute and regulation, and discharge it's lawful obligations to its sub-contractors. The Contractor shall satisfy any claims against the Contractor or the College by its sub-contractors. The issuance of the final payment shall not be construed as a representation that the College has made any examination to ascertain:

1. how and for what purpose the Contractor has used the monies paid to the Contractor in accordance with the terms of the Contract; or
2. whether the Contractor has discharged the obligations imposed on the Contractor by the *Construction Act*, the *Occupational Health and Safety Act,* or other applicable statute or regulation, noncompliance with which may render the College personally liable for the Contractor’s default.

**S.8. Co-operation of the Contractor**

The College may perform, or retain or permit others to perform other work on or near the work site and may permit public utility companies and others to do work on or near the work site during the Contractor’s performance of the Deliverables. The Contractor shall conduct and schedule the performance of the Deliverables and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

**S.9. Commencement of the Work**

The Contractor may not commence the performance of the Deliverables until the Contractor has:

1. received the Contract Award Letter from the College;
2. delivered to the College

(i) the Contract, duly executed by the Contractor,

(ii) the required Contract securities as set out in procurement solicitation document,

(iii) the certificate(s) of insurance coverage, covering all required policies and endorsements, complying with the form and amounts specified in procurement solicitation document; and

(iv) the performance and labour bonds, complying with the form and amounts specified in the procurement solicitation document; and

(v) the construction schedule for the Deliverables; and

1. obtained written authorization in the form of a purchase order to commence work on the site from the College.

**S.10. Risk and Indemnity**

The Contractor shall bear all risk of loss or damage from any cause, which may occur to any part or portion of the Deliverables, until the Deliverables have been completely accepted by the College in writing.

If any loss or damage occurs to the Deliverables before the College accepts the Deliverables in writing, the Contractor shall immediately repair or re-execute any damaged part of the Deliverables at the Contractor's expense.

**S.11. Specifications and Materials**

The Contractor shall carefully study and compare all specifications, drawings, and other instructions relating to the performance of the Deliverables and comply with the requirements of the Contract. The Contractor shall not substitute any supplies or materials where a specific brand or model has been specified in the Contract without first obtaining written approval from the College.

**S.12. Condition of Site**

The Contractor shall confine all work to the site. The Contractor shall keep the site free from accumulations of waste material or rubbish caused by the Contractor's activities during the performance of the Deliverables and shall remove all rubbish from the site and the vicinity upon the completion of the work.

**S.13. Inspections and Warranty**

a. The Contractor shall complete all of the Deliverables to the satisfaction of the College and in accordance with timelines set out in the Contract. The Contractor shall permit the College Representative and all others authorized by the College, from time to time, at all times to have access to the work for the purposes of inspecting the work.The Contractor shall uncover any work for examination as required by the College at the Contractor's expense when the work has been previously covered up without prior approval or consent from the College.

b. The Contractor shall rectify any defective or deficient work at the Contractor's own expense to the satisfaction of the College from the date on which the Contractor commences the work pursuant to the Contract to the completion date and for a warranty period of one (1) year after the completion date. An inspection by the College Representative does not relieve the Contractor of responsibility for the quality of the work, or from any obligation to perform the work in accordance with the requirements of this Contract.

**S.14. Payment Terms**

The Contractor shall submit an invoice monthly for Deliverables completed to date in accordance with the payment schedule set out in the Contract.

The College may adjust any invoice to reflect the College Representative's estimate of the work completed satisfactorily as of the invoice date. Notwithstanding any other provision of the Contract, the Contractor shall not receive any payment from the College for any unacceptable work, unauthorized work, economic loss or loss of profits.

All payments under this Contract shall be subject to the holdback and other provisions of the *Construction Act.*

The Contractor acknowledges that payments do not represent a final evaluation or acceptance of the work by the College.

**S.15. Completion of the Deliverables**

Completion of the Deliverables occurs when the College Representative determines that the Deliverables have been completed in accordance with this Contract and the College accepts the Deliverables in writing. The College shall not accept the Deliverables in writing unless and until the Contractor;

(a) has cleaned up and restored the work site to the satisfaction of the College; and

(b) has rectified any defects as identified in writing by the College.

**S.16. Extension of the Completion Date**

If the Contractor fails to complete the Deliverables in accordance with the timelines set out in the Contract, the College may elect to do the following:

(a) extend the completion date by a written notice to the Contractor; or

(b) terminate the Contract as set out in section 9.01(g) of the College’s General Terms and Conditions.

**S.17. Construction Act Holdback**

The release of the holdback shall be in accordance with the requirements of the *Construction Act*.

Prior to release of the holdback the Contractor shall submit to the College the following documents:

1. WSIB Certificate of Clearance dated after the commencement of the 60-day lien period;
2. a Standard Statutory Declaration; and
3. proof of publication of certification of substantial performance under Section 32 of the *Construction Act*.

Subject to the *Construction Act,* upon expiration of the 60-day lien period and confirmation that the Contract is free of liens or unsettled claims, the lien holdback shall be released.