

Publisher's Note

2019 — Release 1

Previous release was 2018–6

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Thomas G. Heintzman, Bryan G. West, and Immanuel Goldsmith

Heintzman and Goldsmith on Canadian Building Contracts

Heintzman and Goldsmith on Canadian Building Contracts provides a systematic analysis of the law of contracts as it applies to building contracts in Canada. The work includes all relevant court decisions dealing with the formation, material provisions, breach and remedies for breach of construction contracts. Separate chapters deal with construction lien legislation, subcontractors, architects and engineers, bonds and arbitration.

This release features updates to the Quantum Table – Construction Law. This release also features updates to Ontario's *Construction Act*, R.S.O. 1990, c. C.30 — amended by S.O. 2018, c. 17, Sched. 8.

Highlights

Quantum Table — Construction Law — Tendering — C.F. would have been awarded both the original contract and the change order. C.F. would have been open to negotiating a price somewhere between the unit price and the price paid to S.W. Weeks. It was more probable than not that the town would have agreed to pay more to the contractor on-site for the change order if it had expended significantly less on the original tender work. Moreover, if the town had refused to negotiate with C.F., its only options would have been to bring in another contractor and risk immobilizing C.F.'s work under the original tender, or to wait until C.F. had completed its work and incur

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additional expense to re-excavate the area. Accordingly, C.F. was entitled to its lost profit on the original tender and the change order. The parties' experts were only \$10,880 apart in their opinions on the value of the change order and the judge was prepared to split the difference at \$356,000: *C.F. Construction Ltd. v. Town of Westville*, 2018 CarswellNS 396, 2018 NSSC 123, 294 A.C.W.S. (3d) 757 (N.S.S.C.).