



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

LONDON HEALTH SCIENCES CENTRE

Plaintiff

and

HDR ARCHITECTURE ASSOCIATES, INC., VLADISLAV PAVLIUC, JM
WINDOWS AND DOORS SUPPLIER INC., 2344495 ONTARIO INC. D.B.A. JM
GENERAL CONTRACTING and JAIBARRAT DANRAJ

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of court office: 80 Dundas St.
London, Ontario N6A 6A3

TO: HDR Architecture Associates, Inc.
27 Princess Street
Kingston, Ontario
K7L 1A3

AND TO: Vladislav Pavliuc
98 Poplar Heights
Toronto, Ontario
M9A4Z4

AND TO: 2344495 Ontario Inc. d.b.a JM General Contracting
20 Grover Drive
Scarborough, Ontario
M1C 4K9

AND TO: JM Windows and Doors Supplier Inc.
68 High Street
London, Ontario
N6C 4J9

AND TO: Jaibarrat Danraj
20 Grover Drive
Scarborough, Ontario
M1C 4K9

CLAIM

1. The Plaintiff claims as against the Defendants, HDR Architecture Associates, Inc. (“**HDR**”) and Vladislav Pavliuc (“**Pavliuc**”):

- (a) damages for breach of contract and negligence in the amount of \$20,000,000, and further amounts, the particulars of which will be provided prior to trial;
- (b) pre-judgment and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c C.43 as amended;
- (c) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (d) such further and other relief as this Honourable Court may deem just.

2. The Plaintiff claims as against the Defendants, JM Windows and Doors Supplier Inc. (“**JM**”), 2344495 Ontario Inc. d.b.a. JM General Contracting (“**JMGC**”) and Jaibarrat Danraj (“**Danraj**”):

- (a) damages for negligence in the amount of \$20,000,000, and further amounts, the particulars of which will be provided prior to trial;
- (b) pre-judgment and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c C.43 as amended;
- (c) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (d) such further and other relief as this Honourable Court may deem just.

THE PARTIES

3. The Plaintiff, London Health Sciences Centre (“LHSC”), is a public hospital operating pursuant to the provisions of the *Public Hospitals Act*, RSO 1990, c P.40. It is one of Canada’s largest acute-care teaching hospitals. LHSC is based in London, Ontario and serves as a regional referral centre for Southwestern Ontario.

4. The Defendant, HDR (formerly HDR/CEI Architecture Associates Inc., and incorporated on or about December 27, 2015), amalgamated with HDR Architecture Associates, Inc. on or about December 30, 2018. HDR is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as an architecture and engineering design firm.

5. At all relevant times, the Defendant, Pavliuc, was a Senior Managing Architect of HDR, and the architect who engaged directly with, and whose expertise and technical skill was specifically sought out and trusted by, LHSC to complete work for which HDR was engaged on the Project (as defined below). Pavliuc is an officer (Vice-President) of HDR and has been since January 23, 2019.

6. The Defendant, JMGC, is a corporation incorporated under the laws of Ontario with a registered address in Scarborough, Ontario. JMGC was incorporated on or about October 1, 2012. The Defendant, JM, is a corporation incorporated under the laws of Ontario with a registered address in London, Ontario. JM was incorporated on or about May 7, 2019. JMGC carries on business as a general contractor in the construction industry and JM carries on business as a provider of professional glass installation services.

7. The Defendant, Danraj, at all material times, has been the sole director and officer of JMGC. Danraj is also a director and officer (President) of JM and has been since its incorporation.

THE PROJECT AND BACKGROUND

8. The LHSC University Hospital Window Replacement Project, Project Number 2015-0382 (the “**Project**”), was a multi-phase, multi-year project, which provided for the removal and replacement of approximately 1270 windows and related infrastructure (the “**Windows**”) for University Hospital, in London, Ontario. The Project commenced in 2016 and had an original anticipated project completion date in or about 2019-2020.

9. In or around 2016, LHSC retained HDR as a consultant for the Project. By way of an initial purchase order, and subsequent purchase orders, (the “**HDR Contract**”) HDR was retained to perform, among other things, the following:

- (a) review and provide recommendations on the bid submissions for the Project;
- (b) prepare proposed redevelopment designs and/or designs for the Project; and
- (c) act as consultant on the Project, which included, among other duties:
 - (i) attending weekly meetings with LHSC, the contractor (BH Contractors), subcontractors (JMGC and/or JM), and any other consultants;
 - (ii) coordinating and responding to technical questions;
 - (iii) preparing and/or reviewing contract documents, designs, and drawings;
 - (iv) reviewing and approving contract documents, designs, drawings, and/or shop drawings;
 - (v) providing and coordinating instructions to address unforeseen conditions, including from structural, mechanical and engineering consultants;
 - (vi) reviewing payment certificates and/or invoices in respect of the work;
 - (vii) reviewing quotations for additional or changed work not included in the original scope of construction work;

- (viii) preparing the required project instructions to incorporate new work into the contract for the Project;
- (ix) reviewing and/or inspecting the contract work for compliance with contract documents, designs, drawings, and/or shop drawings; and
- (x) certifying substantial performance and completion of the construction work.

10. On or about April 8, 2016, three contractors were invited to submit bids in response to a procurement for the Project (the “**RFP**”). The RFP included instructions to bidders (the “**Instructions to Bidders**”) which identified the following contract documents:

- (a) the bid form (the “**Bid Form**”);
- (b) the required documents (including WSIB certificate, insurance and bonding requirements);
- (c) the form of construction contract, including supplementary conditions, that the successful bidder would be required to execute (the “**Construction Contract**”);
- (d) LHSC policies;
- (e) specifications, as listed on the specifications index;
- (f) drawings, as listed on the drawing index; and
- (g) addenda issued prior to the RFP closing (collectively, the “**Contract Documents**”).

11. The Construction Contract required all bidders to provide, among other things, a valid current WSIB certificate and proof of general liability insurance with a limit of not less than \$5,000,000 per occurrence.

12. The Bid Form also required the bidder to acknowledge that it carefully examined the drawings and specifications and the Instructions to Bidders, visited and investigated the site, and examined conditions affecting the work. If successful, the bidder was to provide material and

perform the work shown and described by the Contract Documents for the unit prices specified in the agreement. The Bid Form also required the bidder to enclose with its bid an “Agreement to Bond, issued by a Security Company licenced to conduct business in Canada and acceptable to the Owner”, given that the Construction Contract required the successful bidder to provide a labour and material payment bond and performance bond for the Project.

13. On or about July 12, 2016, HDR and Pavliuc provided to LHSC a summary of HDR’s review of the bids submitted to LHSC for the Project in response to the RFP (the “**HDR Recommendation Letter**”). The HDR Recommendation Letter indicated, among other things, that the two (2) bidders, BH Contractors and Merit Contractors Niagara, had submitted compliant bids which included all of the “required documentation as stipulated in the Contract Documents”, despite the fact that HDR and/or Pavliuc knew, or ought to have known, the bids were not fully compliant. A third bidder was invited to submit a bid but chose not to.

14. The HDR Recommendation Letter also included an Order of Magnitude Estimate prepared for HDR by HDR’s sub-consultant, Marshall & Murray Incorporated (“**MMI**”) (the “**Estimate**”). The Estimate provided, among other things, that the Project was being designed by HDR and that the total projected construction cost was estimated at \$10,103,905, excluding HST, and that the construction cost included all labour, materials, plans, sub-contractors’ overheads and profit and the general contractor’s overhead and profit. The Estimate was not an assessment of the bids that were received, nor an estimate of the cost of the Project, but an assessment of what MMI estimated the bid prices would be, based on receipt of three (3) to six (6) qualified competitive bids.

15. BH Contractors’ bid, submitted on behalf of “BH Contractors Ltd.”, which is a non-existent entity, included “JM Windows & Doors” as the only subcontractor it intended to carry.

16. Ultimately, HDR and/or Pavliuc recommended that LHSC award the Project to BH

Contractors as represented in the bid proposal as “BH Contractors Ltd”. This recommendation was made despite the fact that HDR and/or Pavliuc knew or ought to have known that: (a) “BH Contractors Ltd.” was not a legal entity; (b) BH Contractors had not included the required current and valid WSIB Certificate; (c) BH Contractors had not included the required general liability insurance with a per occurrence amount of \$5,000,000; and (d) the Agreement to Bond provided by BH Contractors was not issued by a Security Company licenced to conduct business in Canada, but was instead a letter provided on BH Contractors’ letterhead and merely noted that BH Contractors’ insurance broker could attain the surety bonds required by the Construction Contract.

17. Upon receiving HDR and Pavliuc’s recommendation, LHSC notified BH Contractors that it was the successful bidder for the Project by way of letter of intent dated July 15, 2016.

18. On or about July 28, 2016, LHSC delivered a purchase order to BH Contractors for the first phase of the Project, with a value of \$517,000 plus tax.

19. BH Contractors began work on the Project shortly thereafter. In the years that followed, LHSC issued numerous purchase orders to BH Contractors in connection with the Project (the “**BH Contractors Contract**”).

20. At some point unknown to LHSC, BH Contractors engaged either JMGC, JM and/or Danraj (the “**Subcontractor**”) to complete work on the Project (the “**Subcontract**”).

21. LHSC ultimately paid BH Contractors \$19,428,907 (plus HST) for the Project, which exceeded BH Contractors’ initial bid on the Project by more than \$10,000,000. The final certificate for payment for the Project provided to LHSC by Pavliuc on behalf of HDR reflected that the Project had exceeded its budgeted spend by \$9,677,823.64 (plus HST).

22. During the progression of the Project, some defects and/or deficiencies arose, which were allegedly remedied by BH, the Subcontractor, and/or others. HDR and/or Pavliuc reviewed and/or

over-saw the remediations. However, in 2025, LHSC became aware of additional issues with the construction, and as a result, commenced an investigation. While the investigation into the deficiencies—including whether there are any potential safety issues, which is LHSC’s priority—remains ongoing, LHSC has experienced and discovered significant issues with the quality of the installation and of the Windows themselves. These issues include but are not limited to: (a) the Windows showing signs of current or previous water ingress; (b) deficiencies in window assembly including insufficient or missing gasket engagement; (c) loose or under-torqued fasteners on pressure plates; (d) missing pressure plate fasteners, or fasteners not being appropriately sealed; (e) poor adhesion/debonded sealant; (f) insufficient or inadequate anchorage; and (g) general construction variability and inconsistencies.

23. The Instructions to Bidders required bidders to provide a manufacturer’s warranty against defects in the materials for ten (10) years following completion. No warranty was provided, and HDR, despite its role as consultant and payment certifier, failed to properly attain and/or insist that the contractor or Subcontractor provide the required warranties.

THE DEFENDANTS’ CONTRACTUAL AND DUTY OF CARE OBLIGATIONS

HDR and Pavliuc

24. The Plaintiff pleads that HDR and/or Pavliuc had the following express or implied, and non-exhaustive, obligations:

- (a) HDR and Pavliuc would properly review and vet the bid submissions for the Project and only recommend the bid(s) of compliant bidders who had (and whose subcontractors also had) the appropriate knowledge and expertise required to complete the Project to the standard expected and required by LHSC;
- (b) HDR and Pavliuc would properly review and vet the bid submissions for the Project

and only recommend those bidders who had submitted compliant bid submissions, including, but not limited to, submitting (a) a valid and current WSIB certificate; (b) proof of general liability insurance with a limit of not less than \$5,000,000 per occurrence; and (c) a proper Agreement to Bond issued by a Security Company licenced to conduct business in Canada and acceptable to the Owner.

- (c) in providing services under the HDR Contract, HDR and Pavliuc would perform all services in a competent and timely manner, without errors and/or omissions, in accordance with the terms and conditions of the HDR Contract, the degree of care and skill ordinarily exercised by members of the architect's profession currently practicing under similar circumstances at the same time and in the same or similar locality, and would comply with all applicable laws in the provision of the services under the HDR Contract;
- (d) HDR and/or Pavliuc would properly prepare and/or review the adequacy, completeness, and accuracy of all design documents and drawings and review the work to ensure that it was in accordance with all design documents and drawings, and properly approve any design documents, drawings, shop drawings, certificates for payment, and/or any other document submitted to HDR;
- (e) HDR and/or Pavliuc would promptly notify LHSC in writing if HDR and/or Pavliuc knew or had reason to believe that the design documents or drawings contained any error, omission or deficiency;
- (f) HDR and/or Pavliuc would promptly correct, or require the entity that provided the design documents, drawings, and shop drawings, to correct, at their respective sole cost and expense, any errors, omissions or deficiencies in the design documents;

- (g) HDR and/or Pavliuc would comply with all applicable codes, laws, by-laws and regulations (local, provincial and federal);
- (h) HDR and/or Pavliuc had the necessary degree of experience and expertise required to enable it to perform the services in accordance with the terms and conditions of the HDR Contract, the standards of the profession, and prevailing industry standards;
- (i) HDR and/or Pavliuc would properly administer and monitor the Project, including ensuring the work on the Project was completed without defects or deficiencies and of an acceptable quality performed in accordance with the plans, designs and drawings and specifications, and the work being sought to be certified was in fact completed and was completed without deficiencies and of an acceptable quality performed in accordance with the plans, designs and drawings and specifications, and all warranties required by the Construction Contract were properly submitted to LHSC;
- (j) HDR and/or Pavliuc would ensure that the Project was constructed in a good and proper manner, without deficiencies, fit for human use and in compliance with applicable building codes, by-laws, and prudent practices in the construction industry at the relevant time;
- (k) such further and other particulars as may be provided in advance of the trial of this matter.

25. HDR and Pavliuc owed LHSC a duty of care and were subject to a corresponding standard of care that was befitting the nature of the Project to, among other things:

- (a) provide all of its services with the reasonable care, skill, diligence and competence of professional architects which is customary and usual for architects appointed in a similar capacity in performing work on a basis which is reasonably comparable to the Project;
- (b) take reasonable care to properly review and vet the bid submissions for the Project and only recommend the bid(s) of contractors who had (and whose subcontractors also had) the appropriate expertise required to complete the Project to the standard expected and required by LHSC;
- (c) take reasonable care to properly review and vet the bid submissions for the Project and only recommend the bid(s) of contractors whose bid submissions had met the requirements under the Contract Documents;
- (d) to avoid errors, omissions, and deficiencies in the Contract Documents, including but not limited to the designs, drawings and/or shop drawings that it prepared and/or reviewed;
- (e) to correct at its sole cost and expense, errors, omissions or deficiencies in the designs, drawings and/or shop drawings that it prepared and/or advise the relevant party that provided designs, drawings and/or shop drawings to HDR to review that they are required to correct at their sole cost and expense, errors, omissions or deficiencies in the designs, drawings and/or shop drawings that that entity prepared;
- (f) to comply with all applicable codes, laws, by-law and regulations;
- (g) properly administer and monitor the Project, including ensuring the work on the Project was completed without deficiencies and of an acceptable quality performed in accordance with the plans, designs, drawings and specifications, and the work

being sought to be certified was in fact completed and similarly completed without deficiencies and of an acceptable quality performed in accordance with the plans, designs, drawings and specifications;

- (h) ensure that the Project was constructed in a good and proper manner, without deficiencies, fit for human use and in compliance with applicable building codes, by-laws, and prudent practices in the construction industry at the relevant time;
- (i) among other particulars as may be provided in advance of the trial of this matter.

26. The Plaintiff pleads that HDR and Pavliuc breached the HDR Contract and their duties of care, the particulars of which include, but are not limited to:

- (a) failing to properly review and vet the bidders' submissions, including the bid submission of BH Contractors, as neither BH Contractors nor the Subcontractor proposed by BH Contractors had the requisite expertise required to complete the Project to the standard expected and required by LHSC;
- (b) failing to properly review and vet BH Contractors' bid submission as BH Contractors did not provide a valid current WSIB Certificate, nor did it have the requisite insurance and bonding requirements as required by the Contract Documents;
- (c) failing to utilize competent staff with (and/or failure to have) directly related and relevant experience and qualifications or with the highest quality skill sets for their respective discipline;
- (d) failing to prepare design documents that:
 - (i) were substantially free of errors and omissions; and/or

- (ii) were prepared with the degree of care and skill in the provision of its services which is customary and usual for designers appointed in a similar capacity in performing work on a basis which is reasonably comparable to the Project;
- (e) failing to properly review any and all designs and/or drawings and/or shop drawings submitted by BH Contractors and/or the Subcontractor to ensure they were proper for the work, substantially free of errors and omissions and were prepared with the degree of care and skill in the provision of its services which is customary and usual for those appointed in a similar capacity in performing work on a basis which is reasonably comparable to the Project;
- (f) failing to properly administer and monitor the Project, including failing to ensure the work on the Project was completed without deficiencies and of an acceptable quality performed in accordance with the plans, designs, drawings and specifications, and the work being sought to be certified was in fact completed and similarly completed without deficiencies and of an acceptable quality performed in accordance with the plans, designs, drawings and specifications;
- (g) failing to ensure that the Project was constructed in a good and proper manner, without deficiencies, fit for human use and in compliance with applicable building codes, by-laws, and prudent practices in the construction industry at the relevant time; and
- (h) such further and other particulars as may be provided in advance of the trial of this matter.

JMGC, JM and Danraj

27. JMGC, JM and Danraj as Subcontractor owed LHSC a duty of care and were subject to a corresponding standard of care that was befitting the nature of the Project to, among other things:

- (a) perform at all times in a competent manner, without errors and omissions, and with the degree of care and skill ordinarily exercised by members of their profession currently practicing under similar circumstances at the same time and in the same or similar locality and would comply with all applicable laws in the provision of the services under the BH Contractors Contract and/or the Subcontract;
- (b) promptly notify LHSC and/or HDR and/or Pavliuc and/or BH Contractors in writing if JMGC and/or JM and/or Danraj knew or had a reason to believe the design and/or construction of the Windows contained an error, omission or deficiency;
- (c) promptly correct, at its sole cost and expense, errors, omissions or deficiencies in the design and/or construction of the Windows;
- (d) comply with all applicable codes, laws, by-laws and regulations;
- (e) determine whether it had all of the necessary and correct information to permit it to perform its services under the Subcontract in accordance with the Project requirements and free from errors, omissions and deficiencies and failing which, to identify and make requests for such further information;
- (f) ensure the work was completed in accordance with the specifications of the design documents provided by HDR and/or Pavliuc and/or BH Contractors;
- (g) ensure the Project was constructed and/or supervised in a good and proper manner, without deficiencies, with quality materials, fit for human habitation or use, and in

compliance with the provisions of the applicable building codes, bylaws, site plan, specifications and other applicable construction documents, and good and prudent practices in the construction industry at the relevant time; and

- (h) such further and other particulars as may be provided in advance of the trial of this matter.

28. The Plaintiff pleads that JMGC, JM and Danraj as Subcontractor breached their duties of care, the particulars of which include, but are not limited to:

- (a) failing to perform at all times in a competent manner, without errors and omissions, in accordance with the degree of care and skill ordinarily exercised by members of their profession currently practicing under similar circumstances at the same time and in the same or similar locality and would comply with all applicable laws in the provision of the services provided to BH Contractors and/or LHSC with regards to the Project;
- (b) failing to promptly notify BH Contractors and/or HDR and/or Pavliuc and/or LHSC in writing if JMGC, JM and/or Danraj knew or had a reason to believe the design or construction of the Windows contained an error, omission or deficiency;
- (c) failing to promptly correct, at its sole cost and expense, errors, omissions or deficiencies in the design and/or construction of the Windows;
- (d) failing to comply with all applicable codes, laws, by-laws and regulations;
- (e) failing to have the necessary degree of experience in the construction of windows and related infrastructure and/or for JMGC and/or JM, failing to have sufficient staff of qualified and competent personnel to replace any key personnel;

- (f) failing to have the necessary degree of experience and expertise to determine whether it had all of the necessary and correct information to permit it to perform its services in accordance with the Project requirements and free from errors, omissions and deficiencies and failing which, to identify and make requests for such further information;
- (g) failing to ensure the work was completed in accordance with the specifications of the design documents provided by HDR and/or Pavliuc to BH Contractors and by BH Contractors to the Subcontractor;
- (h) failing to ensure the Project was constructed and/or supervised in a good and proper manner, without deficiencies, and with quality materials, fit for human habitation or use, and in compliance with the provisions of the applicable building codes, bylaws, site plan, specifications and other applicable construction documents, and good and prudent practices in the construction industry at the relevant time; and
- (i) such further and other particulars as may be provided in advance of the trial of this matter.

DAMAGES

29. LHSC pleads that, as a result and/or consequence of, the negligence and breaches of contracts of the Defendants, LHSC has suffered, and will continue to suffer, costs, expenses, and/or damages, including, without limitation, costs and/or expenses of investigations, repairs, remediation, consulting fees and other expenses. Full particulars of the damages incurred by LHSC will be provided prior to trial.

30. The Plaintiff pleads and relies upon the provisions of the:

- (a) *Negligence Act*, RSO 1990, c. N1, as amended;

(b) *Architects Act*, RSO 1990, c. A26, and regulations made thereunder, as amended.

31. The Plaintiff proposes that this action be tried at the City of London, in the Province of Ontario.

September 2, 2025

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Plaintiffs

HDR ARCHITECTURE
ASSOCIATES, INC. et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at LONDON

STATEMENT OF CLAIM

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