Lambton Kent District School Board
Student Achievement Community Success

SUPPLEMENTARY AGREEMENT BETWEEN OWNER AND CONTRACTOR

(CCDC 2-2020 Stipulated Price Contract)

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SUPPLEMENTARY CONDITIONS

The Standard Construction Document CCDC 2 2020 for a Stipulated Price Contract, English version, consisting of the Agreement Between Owner and Contractor, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 14 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions, and modifications.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-1 THE WORK

Add the following words at the end of paragraph 1.3 "and attain Completion of the Work as soon as reasonably possible thereafter and in any event by the date which is 60 days following Substantial Performance of the Work."

ARTICLE A-3 CONTRACT DOCUMENTS

Add the following to 3.1:

- Supplementary Agreement Between Owner and Contractor
- Design specifications and drawings
- General Conditions for Contractor and Subcontractors

ARTICLE A-5 PAYMENT

In paragraph 5.1.1 of Article A-5 add the following words after the word "Consultant" in the second (2nd) line:
"Or, where there is no Payment Certifier, as jointly agreed to by the Owner and Contractor"

Delete paragraph 5.2.1 in its entirety and replace with the following:
"Should either party fail to make payments as they become due under the terms of the Contract, or in an award by adjudication, arbitration or court, interest shall also become due and payable on such unpaid amount in accordance with the prejudgment interest rate as determined under subsection 127(2) of the *Courts of Justice Act*."

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

Add new paragraph 6.6 as follows:
"6.6 In addition to the addresses, requirements and timelines set out in Article - 6, the following applies:
.1 for the purposes of prompt payment provisions of the Construction Act, if applicable, and Part 5 – Payment,
(i) applications for payment and proper invoices will be deemed given or delivered by the Contractor to the Owner when the Consultant approves the

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Certificate of Payment and has delivered to the Owner, and

(ii) notices of non-payment will be considered to have been given or delivered by the Owner to the Contractor when they have been delivered it to the Contractor, and

.2 for the purposes of the adjudication provisions of the Construction Act, if applicable, and other dispute notices, communications, or delivery of documents to be given under the applicable Construction Act be given by electronic mail, to the email address for the Owner and Contractor set out on page 4 of the CCDC 2-2020 Agreement to which these Supplementary Conditions are attached."

ARTICLE A-9 CONFLICT OF INTEREST

Add new Article A-9 – Conflict of Interest as follows:

"9.1 The Contractor, all the Subcontractors and Suppliers and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Contractor acknowledges and agrees that a Conflict of Interest, as described in this Article A-9, includes, but is not limited to, the use of Confidential Information where the Owner has not specifically authorized such use.

9.2 The Contractor covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Owner to complete the Work where to do so constitutes a breach by such employee or previous employee of the Owner's conflict of interest policy (in the sole opinion of the Owner), as it may be amended from time to time, until after the completion of the Work under the Contract.

9.3 It is a fundamental term of the Contract that the Owner shall not have direct or indirect liability to any Subcontractor or Supplier and that the Owner relies on the maintenance of an arm's-length relationship between the Contractor and its Subcontractors and Suppliers. Consistent with this fundamental term of the Contract the Contractor will not enter into any agreement or understanding with any Subcontractor or Supplier, whether as part of any contract or any written or oral collateral agreement, pursuant to which the parties thereto agree to cooperate in the presentation of a claim for payment against the Owner, directly or through the Contractor, where such claim is, in whole or in part, in respect of a disputed claim by the Subcontractor or Supplier against the Contractor, where the payment to the Subcontractor or Supplier by the Contractor is agreed to be conditional or contingent on the ability to recover those amounts or a portion thereof from the Owner, failing which the Contractor shall be saved harmless from all or a portion of those claims. The Contractor acknowledges that any such agreement would undermine the required arm's-length relationship and constitute a Conflict of Interest. For greater certainty, the Contractor shall only be entitled to advance claims against the Owner for amounts pertaining to Subcontractor or Supplier

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claims where the Contractor has actually paid or unconditionally acknowledged liability for those claims or where those claims are the subject of litigation or binding arbitration between the Subcontractor or Supplier and the Contractor has been found liable for those claims.

9.4 Notwithstanding paragraph 7.1.2 of GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT, a breach of this Article by the Contractor, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity."

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DEFINITIONS

Definitions of the Stipulated Price Contract of the Standard Construction Document, CCDC 2-2020, Stipulated Price Contract for the above-named Project are amended as follows:

Amend definitions as follows:

- **Consultant** – Add the following sentence to the definition of consultant. "For the purposes of the Contract, the terms "Consultant," "Architect" and "Engineer" shall be considered synonymous.
- **Contract Documents** – Add the words "in writing" in the last line after the words "agreed upon."
- **Contractor** – Add the following sentence to the definition of Contractor. "The Contractor is the CONSTRUCTOR for the purpose of the Occupational Health and Safety Act (OHSA) as defined by the OHSA.
- **Notice in Writing** – Add the following sentence to the definition of Notice in Writing. "The Consultant will distribute a Notice in Writing to any and all sub-Consultants as deemed necessary."

Add new definitions as follows, which shall apply to terms used in the Contract Documents whether such terms are capitalized therein:

COMPLETION

"Completion means when all the following have occurred:

a) Substantial Performance of the Work has been achieved; and
b) the Consultant has certified that:
    i. the Contract is deemed to have been fully completed within the meaning of the Construction Act."

CONSTRUCTION ACT

"Construction Act means the Construction Act, R.S.O. 1990, c.C.30 and Regulations enacted thereunder, all as amended from time to time and subject to the application of the transition provisions in s. 87.3 of the Construction Act. Payment Legislation shall be deemed a reference to the Construction Act."

CONSTRUCTION SCHEDULE

"Construction Schedule means the schedule of Work to be performed by the Contractor, in accordance with the Owner's requirements, and as revised and/or updated pursuant to the Owner's written approval."

EXCUSABLE DELAY

"Excusable Delay means any bona fide delay or situation reasonably beyond the control of a party (other than as a result of financial incapacity of such party) which shall cause any party to be unable to fulfil or to be delayed or restricted in the fulfilment of such party's obligations arising as a result of:

a) Labour Disputes, unusual delay by common carriers or unavoidable casualties.

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enemy or hostile actions, sabotage, war, blockades, insurrections, riots, washouts, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire or other casualty, pandemic, and acts of God (provided specifically that adverse weather conditions shall not be considered acts of God, even if such conditions are unusually adverse).

b) any acts, orders, legislation, regulations or directives of any government, court of competent jurisdiction or other public authority other than if results from or relates to the Owner or the Contractor failing to adhere to this Contract or if same apply solely to the Project and are not of general application.
c) power shortages or outages.

Notwithstanding the foregoing, the following potential causes for delay are not considered to be Excusable Delays:

a) failure of a Supplier to deliver Products in accordance with the Construction Schedule, if such Products were readily available, or reasonable substitutes were readily available (including at a greater cost) or could have been previously acquired by the party had it completed reasonable efforts to anticipate the requirements of the Work or foreseeable labour or supply related circumstances.
b) delays caused by economic conditions, including supply chain shortages or delays, or labour shortages, or price increases.
c) weather and climate related delays.
d) delays caused by the failure of the Contractor to take customary precautions and protections of the Work and the Construction Schedule in accordance with Contract; and
e) public orders, guidelines, directives, and laws in existence prior to the date the Agreement was signed."

INSTALL

"Install or Installation means completion of the following activities, including the associated labour, services, plant, construction machinery and equipment required to:
Position and adjust Products to final placement.
Affix and anchor Products in final placement, in accordance with manufacturers' instructions and Contract Documents.
Commission and adjust Products for proper operation."

LABOUR DISPUTE

"Labour Dispute means any lawful or unlawful work stoppage, labour disruption, strike, job action, lockouts, picketing, or other labour controversy which does affect the Work but does not include market difficulties or slow downs in retaining workers/employees (whether due to wage demands or otherwise) or a general refusal to work or supply materials."

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OHSA
"The OHSA is the Occupational Health and Safety Act (Ontario), and all other applicable health and safety acts or regulations."

OVERHEAD
"Overhead means all site and head office operations and facilities, all site and head office administration and supervision, including project manager costs; all duties and taxes for permits and licenses required by the authorities having jurisdiction at the Place of the Work; all requirements of Division 1 of the Specifications, including but not limited to submittals, warranty, quality control, insurance and bonding; calculations, testing and inspections; travel; truck/equipment; meals and accommodations; and, tools, expendables and clean-up costs."

PROPER INVOICE
"Proper Invoice means a" proper invoice" as defined in the Payment Legislation, if any, and as may be modified by written agreement between the parties to the extent permitted by such Payment Legislation."

PROPOSED CHANGE
"Proposed Change, Contemplated Change Order or Contemplated Change Notice is a written instruction by the Consultant directing the Contractor to provide the following:

a) Amount of an adjustment in the Contract Price or Cash Allowance; and/or
b) The extent of the adjustment in the Contract Time if any."

PROVIDE
"Provide means to supply and install. Provide has this meaning whether the first letter is capitalized."

SUBMITTALS
"Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

a) Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
b) Record drawings and manuals to provide instructions for the operation and maintenance of the Work."

GENERAL CONDITIONS
Where a General Condition or paragraph of the General Conditions of the Contract is deleted by these amendments, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, unless stated otherwise herein, and the numbering of the deleted item will be retained, unused.

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PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

1. "1.1.3 The Contractor shall review the Contract Documents for the purpose of facilitating and co-ordination and execution of the Work by the Contractor. The Contractor shall report promptly to the Consultant any ambiguities, design issues or other matters requiring clarification made known to the Contractor or that the Contractor may discover from such a review. Such review by the Contractor shall comply with the standard of care described in paragraph 3.9.1 of the Contract.

   1.1.4 Except for its obligation to review the Contract Documents and report the result pursuant to paragraph 1.1.3, the Contractor is not responsible for ambiguities, design issues or other matters requiring clarification in the Contract Documents and does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. Without limiting the foregoing, the Contractor shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the Contract Documents which the Contractor could not reasonably have discovered from such a review in accordance with the standard of care. If the Contractor does discover any ambiguities, design issues or other matters requiring clarification in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received modified or additional information from the Consultant. The impacts of any ambiguities, design issues or other matters requiring clarification in the Contract Documents, including to the Contract Price and Contract Time, shall be addressed by the parties in accordance with Part 6 – CHANGES."

2. Delete paragraph 1.1.5.1 in its entirety and replace with the following:
   "The order of priority of documents, from highest to lowest, shall be:
   - Supplementary Agreement between Owner and Contractor,
   - the Agreement between the Owner and the Contractor,
   - the Definitions,
   - the General Conditions for Contractors and Subcontractors,
   - Division 01 of the Specifications,
   - technical Specifications,
   - material and finishing schedules,
   - the Drawings."

3. Add the following to the end of subparagraph 1.1.6.2:
   , except to the extent that the Consultant is indemnified as a third-party

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beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3.

4. Add the following to the end of paragraph 1.1.9:
"The Specifications are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the Contract Documents will be construed to place responsibility on the Owner or the Consultant to settle disputes among the Subcontractors and Suppliers with respect to such divisions. The Drawings are, in part, diagrammatic and are intended to convey the scope of the Work and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The Contractor shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the Drawings, including Shop Drawings and shall become familiar with conditions and spaces affecting those matters before proceedings with the Work. Where site conditions require reasonable minor changes in indicated locations and arrangements, the Contractor shall make such changes at no additional cost to the Owner. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the Contractor shall include such relocation in the Work. The Contractor shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are those portions of the Contact Documents, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables and/or lists."

5. Add new paragraph 1.1.9.1 as follows:
"The Contractor is the sole coordinator of the Work and neither the organization of the Specifications into the divisions, sections and parts, nor the arrangement of the drawings shall oblige the Consultant or the Owner to act as arbiter to establish limits or responsibility between the Contractor and its Subcontractors and Suppliers."

6. Add new paragraph 1.1.9.2 as follows:
"Syntax:
.1 Where the words 'accepted', 'reviewed', 'designated', 'directed', 'inspected', 'instructed', 'permitted', 'required', and 'selected' are used in the Contract Documents, they are deemed to be followed by the words 'by the Consultant', unless the context provides otherwise.

.2 Where the words 'acceptable', 'submit' and 'satisfactory' are used in the Contract Documents, they are deemed to be followed by the words 'to the Consultant', unless the context provides otherwise."

7. Add new paragraph 1.1.12 Electronic Drawings as follows:
"The Consultant, on behalf of the Owner shall provide the Contractor without

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charge, an electronic PDF/CAD drawings and version of the Contract Documents, exclusive of those required by jurisdictional authorities and the Contractor is responsible to print as many copies as it requires at no cost to the Owner. The Consultant shall issue an Issued for Construction set of Contract Documents in an electronic format to the Contractor. Additional copies can be purchased by the Contractor from the Consultant, at the Consultant's cost of reproduction, handling, and sales tax. Unless the Contract Documents otherwise provide for, allow, require or the parties consent to the use of electronic signatures, the Contract Documents shall be signed in triplicate (3) by the Owner and the Contractor, and each of the Contractor, the Owner and the Consultant shall retain one set of signed and sealed (if required by the governing law of the Contract) Contract Documents."

8. Add new paragraph 1.1.13 as follows:
"If, at any time, the Contractor finds errors, inconsistencies, or omissions in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, including laying out of the Work, the Contractor shall immediately notify the Consultant, and request instructions, a Supplemental Instruction, Change Order, or Change Directive, as the case may require, and the Contractor shall not proceed with the work affected until the Contractor has received such instructions, a written Supplemental Instruction, Change Order or Change Directive. Neither the Owner nor the Consultant will be responsible for the consequences of any action of the Contractor based on oral instructions. Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the Drawings or in the Specifications to labour and/or Products that are required or normally recognized within respective trade practices as being necessary for the complete execution of the Work.

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ADDITIONAL GENERAL CONDITION – GC 1.5

1. Add new GC 1.5 as follows:
"**GC 1.5 PROJECT REQUIREMENTS"**
The Contractor represents, covenants, and warrants to the Owner that:
.1 It has the necessary high degree of expertise and experience to enable it to perform the services required by the Contract Documents.

.2 The personnel it assigns to the Project are and will be highly experienced.

.3 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity or resignation.

.4 There is no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform its Work

under the Contract.

.5 If the Contractor is not maintaining the Contract Schedule, consistent with its obligations under the Contract, then at the request of the Owner, or the Consultant, it shall increase its efforts to the Project including the addition of more personnel to the Project during regular times and during periods of time for which overtime may be required, all of which is to be done promptly at the Contractor's own cost and expense; and

.6 In tendering for the Work and in entering into this Contract, other than any survey or geotechnical report furnished by the Owner, the Contractor did not and does not rely upon information furnished by the Owner or any of its agents or servants respecting the nature or confirmation of the ground at the site of the Work, or the location, character, quality or quantity of the materials to be removed or to be employed in the construction of Work, or the character of the construction machinery and equipment or facilities needed to perform the Work, or the general and local performance of the work under the Contract (other than as contemplated in GC 6.4) and expressly waives and releases the Owner from all claims with respect to the said information with respect to the Work."

2. Add new GC 1.6 as follows:
"**GC 1.6 EXAMINATION OF DOCUMENTS AND SITE**"

1.6.1 The Contractor declares and represents that in tendering for the Work, and in entering into a Contract with the Owner for the performance of the Work, it has either investigated for itself the character of the Work to be done and all local conditions, including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, corporation, including a municipal corporation and any board or commission thereof having jurisdiction or control over the utility that might affect its tender or its acceptance of the Work, or that, not having so investigated, the Contractor has assumed and does hereby assume all risk of conditions now existing or arising in the course of the Work which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed.

1.6.2 The Contractor also declares that in tendering for the Work and in entering into this Contract, the Contractor did not and does not rely upon information furnished by the Owner or any of its agents or servants respecting the nature or confirmation of the ground at the site of the Work, or the location, character, quality or quantity of the materials to be removed or to be employed in the construction of Work, or the character of the construction machinery and equipment or facilities needed to perform the Work, or the general and local

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performance of the work under the Contract and expressly waives and releases the Owner from all claims with respect to the said information with respect to the Work.

3. Add new GC 1.7 as follows:
"**GC 1.7 TIME IS OF THE ESSENCE OF THE CONTRACT**"

1.7.1 All time limits stated in the Contract Documents are of the essence of the Contract."

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

1. Add new paragraph 2.2.7.1 as follows:
"Following the signing of the Agreement by the last of the parties to do so, questions in relation to a "Proposed Change," "Change Directive," "Contemplated Change Notice" or "Contemplated Change Order" shall be submitted by the Contractor to the Consultant in writing and with a reasonable degree of detail and clarity."

2. Amend paragraph 2.2.12 by the addition of the following to the end of that paragraph:
"If, in the opinion of the Contractor, the Supplemental Instruction involves an adjustment in the Contract Price or in the Contract Time, it shall, within ten (10) Working Days of receipt of a Supplemental Instruction, provide the Consultant with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.12 shall be deemed an acceptance of the Supplemental Instruction by the Contractor, without any adjustment in the Contract Price or Contract Time."

3. Add at the end of paragraph 2.2.15 the words "as well as a review to determine the date of Completion of the Work as provided herein."

4. In paragraph 2.2.18 delete from line two (2) "against whom the Contractor makes no reasonable objection and".

5. Add new paragraph 2.2.19 as follows:
"The Consultant or the Owner, acting reasonably, may from time to time require the Contractor to remove from the Project any personnel of the Contractor, including project managers, superintendents or Subcontractors, such persons shall be replaced by the Contractor in a timely fashion to the satisfaction of the Consultant or the Owner, as the case may be, at no cost to the Owner."

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GC 2.3 REVIEW AND INSPECTION OF THE WORK

1. Add new paragraph 2.3.8 as follows:
   "The Contractor shall arrange for inspections by all applicable authorities, if and when required, and shall give the Consultant and the Owner timely notice of the date and time."

GC 2.4 DEFECTIVE WORK

1. Amend paragraph 2.4.1 by the addition of 2.4.1.1 and 2.4.1.2 as follows:

   "2.4.1.1 The Contractor shall rectify in an acceptable manner all other defective Work and like deficiencies throughout the Work whether or not they are specifically identified by the Consultant."

   2.4.1.2 The Contractor shall prioritize the correction of any defective Work, which, in the sole discretion of the Owner, adversely affects the day-to-day operations of the Owner or which, in the sole discretion of the Consultant, adversely affects the progress of the Work."

2. Delete 2.4.2 in its entirety and replace with the following:
   "The Contractor shall promptly pay the Owner for costs incurred by the Owner, the Owner's own forces or the Owner's Other Contractors, for work destroyed or damaged or any alterations (deficiencies) necessitated by the Contractor's removal, replacement, or re-execution of its own defective Work. The Owner may appoint the Contractor to rectify any such deficiencies to Other Contractors' work, at the Contractor's expense."

3. Delete 2.4.3 in its entirety and replace with the following:
   "If in the opinion of the Consultant it is not expedient to correct defective Work or Work not performed as provided in the Contract Documents (including Other Contractors' Work damaged or destroyed by the Contractor), the Owner may deduct from the amount otherwise due to the Contractor the lesser of (i) the difference in value between the Work as performed and that called for by the Contract Documents (including the Contract Documents of the Other Contractor in the case of Other Contractors' Work damaged or destroyed by the Contractor) and (ii) the cost to rectify the defective or substandard Work. If the Owner and the Contractor do not agree on the difference in value or the cost to rectify the Work, they shall refer the matter to the Consultant for determination."

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

1. Add new paragraphs 3.1.3, 3.1.4 and 3.1.5 as follows:
   "3.1.3 Prior to commencing procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements, and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the Work affected thereby.

   3.1.4 The Contractor shall perform the Work in accordance with the Contract Documents and all laws, code, and industry standards, and shall employ only good workmanship subject to specific requirements of the Contract Documents, and in accordance with applicable laws, ordinances, rules, regulations, or codes relating to the performance of the Work. In performing its services and obligations under the Contract, the Contractor shall exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the performance of the Contractor's obligations, duties and responsibilities shall be judged against this standard. The Contractor shall exercise the same standard of care, skill, and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

   Without limiting the generality of the foregoing, the Contractor is responsible for the intermeshing of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between the various Subcontractors and Suppliers, or between any of the Subcontractors and Suppliers and the Contractor as to where the Work of one begins or ends with relation to the Work of the other.

   3.1.5 The Owner shall have the right to enter or, if its entrance is in compliance with the OHSA and notwithstanding 3.1.1, 3.1.2., 3.1.3 and 3.1.4, occupy the Work in whole or in part for the purpose of placing fittings and equipment, or for other use before Substantial Performance of the Work, if, in the opinion of the Consultant, such entry and occupation does not prevent or substantially interfere with the Contractor in the performance of the Contract within the Contract Time. Such entry or occupation shall neither be considered as acceptance of the Work, nor in any way relieve the Contractor from its responsibility to complete the Contract. Both the Owner and the Contractor

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shall cooperate with the other, to permit the Contractor to complete the Work and the Owner to place fittings and equipment in the most efficient manner possible."

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

1. Add new paragraphs 3.2.7, 3.2.8 and 3.2.9 as follows:
"3.2.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work. Placing, installing, application and connection of the Work by the Owner's own forces or by other contractors, on and to the Contractor's Work, will not relieve the Contractor's responsibility to provide and maintain the specified warranties."

3.2.8 Entry by the Owner's own forces and by other contractors does not indicate acceptance of the Work and does not relieve the Contractor of any responsibility under the Contract including the responsibility to complete the Work."

3.2.9 The Contractor shall act as "prime contractor" under the OHSA for all Other Contractors. The Owner shall ensure that its own forces and Other Contractors comply with all health and safety precautions and programs established by the Contractor as constructor at the Place of the Work."

GC 3.4 CONSTRUCTION SCHEDULE

1. Delete paragraph 3.4.1 in its entirety and replace with the following:
"The Contractor shall:

.1 within ten (10) calendar days of receiving written confirmation of the award of the Contract, prepare and submit to the Owner and the Consultant for their review and acceptance, a construction schedule in the format indicated below that indicates the timing of the activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time and in accordance with the Contract Documents. Such a schedule is to include a Products delivery schedule for Products whose delivery is critical to the schedule for the Work or are required by the Contract to be included in a Products delivery schedule. The Contractor shall employ construction scheduling software, which permits the progress of the Work to be monitored in relation to the critical path established in the schedule. The Contractor shall provide the schedule and any successor or revised schedules in electronic format to the Owner and the Consultant. Once accepted by the Owner and the

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Consultant, the construction schedule submitted by the Contractor shall become the baseline construction schedule;

.2 provide the expertise and resources, such resources including workforce and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or revised schedule accepted by the Owner pursuant to GC 3.4 CONSTRUCTION SCHEDULE: and

.3 monitor the progress of the Work on a weekly basis relative to the baseline construction schedule, or any revised schedule accepted by the Owner pursuant to GC 3.4 CONSTRUCTION SCHEDULE, update and submit to the Consultant and Owner the electronic schedule every two weeks, at a minimum, or as required by the Consultant and advise the Consultant and the Owner weekly in writing of any variation from the baseline or slippage in the schedule: and

.4 subject to the provisions of GC 6.5 DELAYS, provide overtime work without change to the Contract Price if such work is deemed necessary to meet the schedule: and

.5 ensure that the Contract Price shall include all costs required to phase or stage the Work."

2. Add new paragraph 3.4.2 as follows:
"If, at any time, it should appear to the Owner or the Consultant that the actual progress of the Work is behind schedule or is likely to become behind schedule, or if the Contractor has given notice of such to the Owner or the Consultant pursuant to paragraph 3.4.1.3, the Contractor shall, either at the request of the Owner or the Consultant, or following giving notice pursuant to paragraph 3.4.1.3, take appropriate steps to cause the actual progress of the Work to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of the request by the Owner or the Consultant or the notice being given pursuant to paragraph 3.4.1.3, the Contractor shall produce and present to the Owner and the Consultant a plan demonstrating how the Contractor will achieve the recovery of the last accepted schedule."

3. Add new paragraph 3.4.3 as follows:
"The Contractor is responsible for performing the Work within the Contract Time. Any schedule submissions revised from the accepted baseline construction schedule or revised schedule accepted by the Owner pursuant to GC 3.4 CONSTRUCTION SCHEDULE, during construction are not deemed to be approved extensions to the Contract Time. All extensions to the Contract Time must be made in accordance with the Contract Documents."

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GC 3.5 SUPERVISION

1. Delete paragraph 3.5.1 in its entirety and replace with the following:
"The Contractor shall employ a competent full-time superintendent, acceptable to the Owner and Consultant, who shall be in full-time attendance at the Place of Work while the Work is being performed. The superintendent shall not be changed by the Contractor without valid reason which shall be provided in writing to the Owner and the Consultant. The Contractor shall replace the superintendent within 7 Working Days of the Owner's written notification if the superintendent's performance is not acceptable to the Owner.

2. Delete paragraph 3.5.2 in its entirety and replace with the following:
"The superintendent, and any project manager appointed by the Contractor, shall have full authority to act on written instructions given by the Consultant and/or the Owner, which Instructions shall be deemed to have been given to the Contractor."

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

1. Add at the end of paragraph 3.6.1.1 "including any warranties and service agreements which extend beyond the term of the Contract, and"

2. In paragraph 3.6.1.2 after the words "the Contract Documents" insert the words "including any required surety bonding."

3. Delete paragraph 3.6.2 in its entirety and replace with the following:
"Substitution of any Subcontractor after submission of the Contractor's bid will not be accepted unless a valid reason is given in writing to and approved by the Owner, whose approval may be arbitrarily withheld. The reason for substitution must be provided to the Owner and to the original Subcontractor and the Subcontractor shall be given the opportunity to reply to the Contractor and Owner. The Contractor shall be fully aware of the capability of each Subcontractor included in its bid, including but not limited to technical ability, financial stability, and ability to maintain the proposed construction schedule."

4. Add new paragraphs 3.6.7, 3.6.8 and 3.6.9 as follows:
"3.6.7 The Contractor shall, in the case of its Subcontractors, be held responsible for and shall ensure that they obtain all necessary permits, fees, licenses, certification of inspections and all insurance in connection with the Work as may be required by the laws, ordinances, rules, regulations, and codes relating to the Work and as may be required by this Contract.

3.6.8 Subcontracting by the Contractor, including where specifically approved by the Owner, shall not be construed as relieving the Contractor from any obligations under the Contract or imposing any liability upon the Owner.

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3.6.9 Where provided in the Contract, the Owner may assign to the Contractor, and the Contractor agrees to accept, any contract procured by the Owner for Work or services required on the Project that has been pre-tendered or pre-negotiated by the Owner, and upon such assignment, the Owner shall have no further liability to any party for such contract and the Contractor agrees to fully indemnify the Owner for any claim made against the Owner by the counter party to such assigned contract(s)."

GC 3.7 LABOUR AND PRODUCTS

1. Amend paragraph 3.7.1 by adding the words, "…, agents, Subcontractors and Suppliers…" after the word "employees" in the first (1st) line.

2. Add new paragraphs 3.7.4, 3.7.5, 3.7.6, 3.7.7 and 3.7.8 as follows:
"3.7.4 The Contractor shall use and Install all manufactured materials, equipment, appliances and Products strictly in accordance with the manufacturer's specifications unless otherwise indicated in the Contract Documents."

3.7.5 The Contractor shall not substitute any materials, equipment, appliances, or Products for those specified in the Contract Documents or use any method other than the specified without first obtaining the prior consent in writing of the Owner or Designate. Each application for consent to use a substituted material, equipment, appliance or Product, or method shall be made in writing to the Owner or Designate, and shall:

.1 Identify the material, equipment, product, or method to be substituted.
.2 Identify the substitute.
.3 Provide the name of the manufacturer of the substitute and his address.
.4 Provide the name of the supplier or the substitute and his address.
.5 Provide a reason for proposing the substitute.
.6 Provide details and description of alternatives.

The Contractor shall assume responsibility to determine that the substituted material, equipment, appliance, or Products meets the space requirements shown in the drawings and described in the specifications. The Contractor shall also be responsible for any additional costs incurred in the connection with the installation of any such substituted material, equipment, appliance, or Products."

3.7.6 The Contractor shall cooperate with the Owner and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the Work at the Place of the Work, including cooperation to attempt to avoid Work stoppages, trade union jurisdictional disputes and other Labour Disputes. Any costs arising from Labour Disputes shall be at the sole expense of the Contractor."

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3.7.7 All Products paid for by the Owner as part of the Contract Price are deemed to be the property of the Owner; however, the Owner shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The Contractor is responsible for the safe on-site storage of Products and for their protection (including Products which may be supplied by the Owner). Such storage shall be managed to avoid dangerous conditions or contamination of the Products or endanger persons or property. The Contractor shall ensure that the price agreed to with a Subcontractor or Supplier includes the cost of delivery and storage of all Products." The Contractor shall remove, at its cost, all surplus or rejected Products as its property when notified in writing to do so by the Consultant. Notwithstanding that ownership of the Work and Products may vest in the Owner, the risk of all Work and Products shall remain with the Contractor until the Work and Products are accepted and assumed by the Owner as otherwise set out in the Contract.

3.7.8 Notwithstanding any other term of this Contract, fluctuations in the price and cost of Products and labour for the Work shall be at the risk of the Contactor and shall not form the basis for any change in the Contract Price."

GC 3.8 SHOP DRAWINGS

1. Add "AND AS BUILT DRAWINGS" to the heading for GC 3.8.

2. Add "and" at the end of paragraph 3.8.3.2 and then add a new paragraph 3.8.3.3 that says: "affixes the Contractor's stamp and date on all such Shop Drawings."

3. Delete paragraph 3.8.7 in its entirety and replace with the following:
"The Consultant is permitted ten (10) Workings Days to review shop drawings from date of receipt to the date of issuance, for return by post, courier, or other agreed upon means of delivery.

Should the Consultant review and require the resubmission of shop drawings, then (10) Working Days is again permitted for review.

4. Add new paragraphs 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12 and 3.8.13 as follows:
"3.8.8 The review of Shop Drawings by the Owner or Designate does not authorize a change in quantity, Contract Price and/or the Contract Time.

3.8.9 The Contractor shall maintain a copy of all Construction Documents on site and red line all changes or modifications, with revised dimensions, which will serve as the basis for the preparation of as-built drawings, including for all construction trades.

3.8.10 The Contractor shall prepare a Shop Drawings schedule acceptable to the Owner and the Consultant prior to the first application for

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payment. A draft of the proposed Shop Drawings schedule shall be submitted by the Contractor to the Owner or Designate for approval. The draft Shop Drawings schedule shall clearly indicate the phasing of Shop Drawings submissions. The Contractor shall periodically (not less than once per **[•]**) re-submit the Shop Drawings schedule to correspond to changes in the construction schedule.

3.8.11 Certain Specifications sections require the Shop Drawings to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the Place of the Work and shall have expertise in the area of practice reflected in the Shop Drawings.

3.8.12 The Contractor shall cause all temporary structures at the Place of the Work to adhere to all requirements and mandates of authorities having jurisdiction thereover, including, without limitation provision of stamped and engineered Shop Drawings of scaffolds to the municipality or Ministry of Labour.

3.8.13 The Contractor shall prepare and maintain current as-built drawings which shall consist of the Drawings and Specifications revised by the Contractor during the Work, showing changes to the Drawings and Specifications, which current as-built drawings shall be maintained by the Contractor and made available to the Consultant for review with each application for progress payment. For clarity, As-Built Drawings prepared by the Contractor record the location of buried and concealed Work and Record Drawings are prepared by the Consultant if engaged by Owner to do so, to record all changes."

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ADDITIONAL GENERAL CONDITIONS - GC 3.9 AND GC 3.10

1. Add new GC 3.9 as follows:

"**GC 3.9 CONSTRUCTION SAFETY**"
The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the OHSA and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall be the 'Constructor' or "prime contractor" for all occupational health and safety requirements of the Project."

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

1. Amend paragraph 4.1.3 by the addition of the words "as follows" after the word "Consultant."

2. Add new paragraph 4.1.3.1 as follows:
   "The Consultant will issue a Cash Allowance Disbursement Authorization (CADA) signed by the Owner, Contractor and Consultant."

3. Delete paragraph 4.1.7 in its entirety and replace it with the following:
   "4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the Place of the Work to avoid delaying the progress of the Work."

4. Add new paragraphs 4.1.8 and 4.19 as follows:
   "4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive tenders for portions of the Work, to be paid for, out of cash allowances, pursuant to GC 6.2 CHANGE ORDER.

   4.1.9 Cash allowances cover the net cost to the Contractor of services, Products, Construction Equipment, freight, unloading, handling, storage, installation, provincial sales tax, and other authorized expenses incurred in performing any Work stipulated under the cash allowances but does not include any Value Added Taxes payable by the Owner and the Contractor."

GC 4.2 CONTINGENCY ALLOWANCE

1. Delete GC 4.2 in its entirety.

PART 5 PAYMENT

ADDITIONAL GENERAL CONDITION – GC 5.0

1. Add new GC 5.0 as follows:
   "**GC 5.0 PROPER INVOICES**"
   5.1.1 On the 25th day of each month during the Contract Time, the Contractor will deliver to the Consultant a draft invoice of the Contractor's proposed application for payment for all of the Work performed by the Contractor in that month, including an estimate of the Work to be performed and Products to be delivered at the date of such application for payment but before the end of that month, in order to facilitate and expedite payments under GC 5.2 – APPLICATIONS FOR PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

   5.1.2 The Contractor shall review with the Consultant and the Owner, at a scheduled time, the draft invoice and application for payment and the percentage of the Work completed for each item indicated in the schedule of values. This procedure shall be complied with for each draft invoice and application for payment.

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5.1.3 All invoices and applications for payment submitted by the Contractor shall comply in all ways with the Construction Act.

5.1.4 Nothing in paragraphs 5.0.1 or 5.0.2 is intended to condition, pre-condition, prevent or delay the Contractor's right to submit its applications for payment in accordance with this Contract and the Construction Act."

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

1. Revise the heading "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER" to read "GC 5.1 FINANCING INFORMATION REQUIRED"

2. In paragraph 5.1.1 delete from line one (1), "before signing the Contract"

3. In paragraph 5.1.1 delete from line one (1), "thereafter"

4. Add a new paragraph 5.1.2 as follows:
"The Contractor shall, at the request of the Owner, promptly from time to time furnish to the Owner reasonable evidence that financial arrangements have been made to fulfill the Contractor's obligations under the Contract. "
5. Delete existing paragraph 5.1.2 in its entirety and replace with the following:
"5.1.3. The Owner and Contractor shall notify each other in writing of any material change in its financial arrangements during the performance of the Contract."

GC 5.2 APPLICATIONS FOR PAYMENT

1. Delete paragraphs 5.2.2 and 5.2.3 in their entirety and replace with the following:
"5.2.2 Applications for payment shall be dated as of the last day of each payment period, which is the last day of the month, provided the parties are compliant with the prompt payment provisions of the Construction Act. The amount claimed shall be for the value, proportionate to the amount of the Contract, or work performed, and Products delivered and incorporated into the Work at that date. No amount claimed shall include Products delivered and not incorporated into the Work.

Each application for payment, except the first, shall include a statutory declaration, in the CCDC 9A – 2001 form, up to the date of the application for payment, in a form approved by the Consultant. Each application for payment (including the first), shall also include:
.1 A certificate, issued by the Workplace Safety and Insurance Board, or its successor, verifying that coverage is in force at the time of making the application for payment.
.2 A declaration by the Contractor, in a form approved by the Consultant, verifying that the performance of the Work is following all applicable regulatory

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requirements respecting environmental protection, fire safety, public safety and occupational health and safety and any other legislative requirements applicable.

.3 A pre-approved schedule of values, supplied by the Contractor, aggregating the total amount of the Contract Price.

.4 Invoices to support all claims against the cash allowance.

.5 An acceptable construction schedule pursuant to GC 3.5.

.6 A Proper Invoice

.7 A current insurance certificate"

2. Delete paragraph 5.2.7 in its entirety and replace with the following:
"The Consultant shall withhold from the application for payment approval a reasonable amount for the value of any as-built drawings not presented for review."

3. Delete paragraph 5.2.8 in its entirety.

4. Add new paragraphs 5.2.8, and 5.2.9 as follows:
"5.2.8 Prior to each application for payment, the Contractor and the Consultant shall jointly check the progress of the Work.

5.2.9 The Owner may, in its discretion, reject any application for payment that does not comply with this Contract and the applicable Payment Legislation, or the Owner, at its sole discretion, may withhold up to 10% of the amounts otherwise payable in relation to that application for payment until such application for payment includes all the documents and information required of a proper invoice and by this Contract and the applicable Payment Legislation."

GC 5.3 PAYMENT

1. Amend 5.3.1 from the Owner to the Consultant must provide written notice to the Contractor.

2. Add new paragraph 5.3.2 as follows:
"The Owner shall be entitled to deduct from or set off against any payment of the Contract Price and any other amounts payable by the Owner to the Contractor under this Agreement:

.1 any amount expended by the Owner in exercising the Owner's rights under this Agreement to perform any of the Contractor's obligations that the Contractor has failed to perform.

.2 any amount paid by the Owner directly to Subcontractors in respect of Work for which the Owner previously paid the Contractor.

.3 any damages, costs, or expenses (including, without limitation, reasonable legal fees, and expenses) incurred by the Owner as a result of the failure of the Contractor to perform any of its obligations under this Agreement.

.4 a reasonable amount on account of any outstanding Work or any

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outstanding deficiencies, including the amounts referred to in GC 5.2.7; and
.5 any other amount owing from the Contractor to the Owner under this Agreement."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

1. Delete paragraph 5.4.1 in its entirety and replace with the following:
"The Consultant will review the Work to verify the validity of the application for Substantial Performance of the Work and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the **[**Contractor's complete deficiency list**]** and application, the Consultant shall:
.1 prepare a final deficiency list incorporating all items to be completed or corrected. Each item is to have an indicated value for correction or completion. The final deficiency list complete with values is to be included with the Consultant's draft verification and shall be reviewed with the Owner prior to 5.4.1.2.
.2 having completed 5.4.1.1, the Consultant shall:
(1) advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
(2) state the date of Substantial Performance of the Work in a certificate and issue a copy of that certificate to each the Owner and the Contractor."

2. Delete paragraph 5.4.2 in its entirety and replace with the following:
"The Contractor shall submit, with the application for Substantial Performance of the Work, all guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, as-built drawings updated to the date of the application for Substantial Performance of the Work, and specifications, spare parts, maintenance materials and any other materials or documentation required to be submitted under the Contract, together with written proof, acceptable to the Owner and the Consultant, that the Work has been substantially performed in conformance with the requirements of municipal, governmental and utility authorities having jurisdiction. Failure to submit all the foregoing materials and documentation in conformance with the Contract Documents shall be grounds for the Consultant to reject the Contractor's application for Substantial Performance of the Work."

3. Delete paragraph 5.4.3 in its entirety and replace with the following:
"Following the issuance of the certificate of Substantial Performance of the Work, the following shall apply to completing the Work:
.1 The Contractor shall complete the Work within thirty (30) calendar days.
.2 No payments will be processed for Work performed between the date of Substantial Performance of the Work and the completion of the Work as defined by subsection 2(3) of the *Construction Act*.

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.3 The Owner reserves the right to contract out any or all Work if it has not been completed by the Contractor within thirty (30) calendar days of Substantial Performance of the Work without prejudice to any other right or remedy of the Owner and without affecting the warranty period. The cost of completing the Work shall be deducted from the Contract Price."

4. Delete paragraph 5.4.4 in its entirety and insert "Intentionally Deleted" in place thereof.

5. Delete paragraph 5.4.5 in its entirety and replace with the following: "Applications for progressive release of holdback will not be considered."

6. Delete paragraph 5.4.6 in its entirety.

7. Add new paragraphs 5.4.6 and 5.4.7 as follows:

"5.4.6 Immediately following the issuance by the Consultant of a certificate in accordance with paragraph 5.4.1.2, the Contractor shall, as applicable to the Place of the Work:
.1 submit written request for release of the lien holdback amount in accordance with GC 5.3 – PAYMENT including a declaration that no written notices of lien have been received by it.
.2 submit a Worker's Compensation Board Certificate of Clearance.
.3 submit a written confirmation from the bonding company that it has been notified of the intent to claim release of holdback money.
.4 publish a copy of the certificate in a construction trade publication digital or otherwise in the Province of the Place of the Work (upon publication, the Contractor shall provide the Consultant and the Owner with a certificate of publication from the construction trade publisher).
.5 submit full and complete digital as-built drawings to the Consultant within forty-five (45) days of the issuance of the certificate of Substantial Performance of the Work and the Owner shall be at liberty to withhold, from amounts otherwise payable to the Contractor, an amount not to exceed one (1) percent of the Contract Price as security for the obligation of the Contractor to deliver such digital as built drawings; and
.6 do such other act as is required by the lien legislation for the Place of the Work to initiate the requisite time period prior to the expiration of the holdback period.

5.4.7 The publication by the Contractor of the Certificate of Substantial Performance of the Work shall constitute a waiver by the Contractor of all claims whatsoever against the Owner under this Contract whether for a change in the Contract Price, extension of Contract Time, or otherwise, except those made in writing prior to the Contractor's application for payment upon Substantial Performance of the Work, and still unsettled."

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GC 5.5 FINAL PAYMENT

1. Add to the end of paragraph 5.5.1 the following sentence:
   The application for the final payment shall meet the requirements of a Proper Invoice.
2. In paragraph 5.5.2 amend 10 calendars days to 7 calendar days.

3. In paragraph 5.5.3 change “Owner” to “Consultant.”

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

1. Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8 and 6.1.9 as follows:
   “6.1.3 Unit prices included in the Contract, or prices pro rata thereto, will be used in the first instance in pricing changes.”

   6.1.4 Where work is added or deleted, the Contract Price shall be increased or decreased only by the net actual value of the work added including taxes, but excluding Value Added Taxes, plus the following, identified separately:
   .1 Contractor’s mark-up on its own work:
   - Overhead and Profit: ten percent (10%)
   .2 Contractor’s mark-up on Subcontractor’s work:
   - Overhead and Profit: ten percent (10%)
   .3 Subcontractor’s mark-up on its own work
   - Overhead and Profit: ten percent (10%)
   .4 Subcontractor’s mark-up on Subcontractors work:
   - Overhead and profit: five percent (5%)”

   6.1.5 Labour costs shall be the actual, prevailing rates at the Place of Work paid to the workers, plus statutory charges on labour including Workers’ Compensation, Employment Insurance, Canada Pension, Vacation Pay, Hospitalization and Medical Insurance. Unit and Alternative Prices included in the Contract include Supply, Installation, Products, equipment, services, materials, labour, overhead, profit and taxes, but exclude Value Added Taxes.

   6.1.6 Owner, through the Consultant, reserves the right to authorize payment for Changes in the Work by means of Cash Allowance Disbursement Authorizations.

   6.1.7 It will be the Contractor’s responsibility to notify each applicable bonding company of all changes in the Work so that the any applicable performance bond will not be invalidated. Any change to the Contract Price or construction cost by more than 10% (or such lesser threshold if a bonding company’s terms require it) shall obligate the Contractor to update all Bonds with the change in value and the cost of the same shall be included in the Contractor’s cost for overhead. Contractor shall provide Consultant with reasonable written evidence

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of any such amended bonds to reflect this change in value from time to time, as well as such authorizations to consultant as enable it to confirm same with the bonding company."

6.1.8 When both additions and deletions covering related Work or substitutions are involved in changes in the Work, payment including Overhead and profit, shall be calculated based on the net difference, if any, with respect to that change in the Work.

6.1.9 If any change or deviation in, or omission from the Work is made by, which the amount of Work to be performed is decreased, or if the whole or a portion of the Work is dispensed with, no compensation is claimable by the Contractor for any loss of anticipated profit in respect thereof.

GC 6.2 CHANGE ORDER

1. In paragraph 6.2.1 add at the end of the first sentence "…in the form of a completed Change Order."

2. In paragraph 6.2.1, immediately following the words "Contract Price, if any," in the third line, add the words "in accordance with paragraphs 6.1.3 to 6.1.12."

3. Add new paragraph 6.2.3 as follows:

   "Allowances for Overhead and profit shall cover all of the General Contractor's and Subcontractor's administrative and incidental costs relating to a change including, without limitation, costs relating to project managers, superintendents, assistants, watchpersons and administrative personnel, shop drawing production, head office and site office expenses, worker tools, temporary facilities, bonds, insurance, transportation, record drawings, cleanup and disposal of waste materials."

4. Add new paragraph 6.2.4 as follows:
   "Any change order agreed between the parties shall include any resulting change to the Contract Price and Contract Schedule and all the Contractor's direct or indirect costs resulting from the change order or changes to the Project. The change order shall be full compensation for the amendment to the Work, Project, or Schedule. Any change order shall be deemed to be inclusive of all Contractor compensation for any impact that the change may have caused. The Contractor shall release the Owner from all liability, claims, damages, losses (including lost profit), or costs related to the change or the change order."

GC 6.3 CHANGE DIRECTIVE

1. Delete paragraph 6.3.6 in its entirety and replace with the following:

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"The adjustment in the Contract Price for a Change carried out by Change Directive shall be determined in accordance with paragraphs 6.1.3 to 6.1.9."

2. Delete paragraph 6.3.7 in its entirety.

3. Amend the reference to paragraph 6.3.7 in the first sentence in paragraph 6.3.8 to reference paragraph 6.1.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. Delete paragraph 6.4.1 in its entirety and replace with the following:
"Prior to the submission of the bid on which the Contract was awarded, the Contractor confirms that it carefully investigated the Place of the Work and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.1.4. and 3.10. The Contractor is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the Work which could make the work more expensive or more difficult to perform than was contemplated at the time the Contract was executed. Notwithstanding any other term of the Contract Documents, no claim or change request by the Contractor will be valid or considered by the Owner or the Consultant in connection with conditions which could reasonably have been ascertained by an investigation or other due diligence undertaken prior to the execution of the Contract."

2. Amend paragraph 6.4.2 by adding a new first sentence as follows:
"Notwithstanding paragraph 6.4.1, if the Contractor believes that the conditions of the Place of the Work differ materially from those reasonably anticipated, differ materially from those indicated in the Contract Documents or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall provide the Owner and the Consultant with Notice in Writing no later than five (5) Working Days after the first observation of such conditions."

3. Add new paragraph 6.4.5 as follows:
"No claims for additional compensation or for an extension of Contract Time shall be allowed if the Contractor fails to give Notice in Writing to the Owner or Consultant, as required by paragraph 6.4.2."

GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

1. Delete GC 6.6 in its entirety.

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PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

1. Revise the heading so it reads as follows "OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT"

2. Delete paragraph 7.1.2 in its entirety and replace with the following:
"If the Contractor neglects to perform the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, is in breach of its representations or covenants in the Contract Documents, or the Contractor fails to conform to any relevant federal, provincial, or municipal law, regulation, by-law or other requirement, including, without limitation, any applicable health and safety act or regulation and provided the Consultant has given a written statement to the Owner and the Contractor of the applicable matter, circumstance or occurrence, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor Notice in Writing, containing particulars of the default including references to applicable provisions of the Contract, that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such Notice in Writing."

3. Add the following before the word ", and" at the end of paragraph 7.1.3.2:
", being a schedule approved by the Consultant and the Owner wherein the default can be corrected within the balance of the Contract Time and shall not cause delay to any other aspect of the Work or the work of other contractors, and in no event shall it be deemed to give a right to extend the Contract Time"

4. In paragraph 7.1.5.3 delete the words: "however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference;"

5. Add at the end of paragraph 7.1.6 "or suspension of the Work."

6. Add new paragraphs 7.1.7, 7.1.8, 7.1.9, 7.1.10, and 7.1.11 as follows:

"7.1.7 In addition to its right to terminate the Contract set out herein, the Owner may terminate this Contract at any time for any other reason and without cause upon giving the Contractor fifteen (15) Working Days' Notice in Writing to that effect. In such event, the Contractor shall be entitled to be paid for all Work performed including reasonable profit, for loss sustained upon Products and

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Construction Equipment, and such other damages as the Contractor may have sustained as a result of the termination of the Contract, but in no event shall the Contractor be entitled to be compensated for any loss of profit on unperformed portions of the Work, or any indirect, special, or consequential damages incurred (including, without limitation, loss of opportunity or loss of productivity).

7.1.8 The Owner may suspend Work under this Contract at any time for any reason and without cause upon giving the Contractor fifteen (15) Working Days' Notice in Writing to that effect. In such event, the Contractor shall be entitled to be paid for all Work performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit during the period of the suspension of the Work only, for loss sustained upon Products and Construction Equipment, and such other damages as the Contractor may have sustained as a result of the suspension of the Work, but in no event shall the Contractor be entitled to be compensated for any indirect, special, or consequential damages incurred (including, without limitation, loss of opportunity or loss of productivity, both during and after the period of work suspension). If the suspension continues for more than sixty (60) calendar days, the Contract shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.

7.1.9 In the case of either a termination of the Contract or a suspension of the Work under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK, OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the Contractor shall use its best commercial efforts to mitigate the financial consequences to the Owner arising out of the termination or suspension, as the case may be.

7.1.10 Upon the resumption of the Work following a suspension under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the Contractor shall endeavour to minimize the delay and financial consequences arising out of the suspension.

7.1.11 Upon a termination of the Contract, the Owner may, but is not obliged to, publish a notice of termination in the form and manner prescribed in the Construction Act, if applicable. For greater certainty, a termination in accordance with this GC 7.1 will be effective whether a notice of termination is published or not."

7.1.12 pon receipt of termination of the Contract, the Contractor shall vacate

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the site by the date of notice to vacate in the notice of termination. The Contractor shall co-ordinate the removal of Contractor and Sub-contractor owned equipment with the Owner. The Owner shall permit access to the site for removal during regular business hours Monday to Friday.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. Delete "20 Working Days" in paragraph 7.2.2 and replace with "sixty (60) days".

2. Delete paragraph 7.2.3.1 in its entirety.

3. Delete paragraph 7.2.3.2 in its entirety.

4. Delete paragraph 7.2.5 in its entirety and replace with the following:
   "If the default cannot be corrected within the 5 Working Days specified in paragraph 7.2.4, the Owner shall be deemed to have cured the default if it:
   .1 commences correction of the default within the specified time.
   .2 provides the Contractor with an acceptable schedule for such correction; and,
   .3 completes the correction in accordance with such schedule."

5. Add new paragraph 7.2.6 as follows:
   "If the Contractor terminates the Contract under the conditions described in GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the Contractor shall be entitled to be paid for all Work performed to the date of termination, as determined by the Consultant. The Contractor shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization and losses sustained on Products and Construction Equipment. The Contractor shall not be entitled to any recovery for any special, indirect, or consequential losses (including, without limitation, loss of profit, loss of opportunity or loss of productivity)."

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

1. In paragraph 8.1.1 add to line three (3), prior to "findings", the words "interpretation and".

2. Delete paragraph 8.1.2 in its entirety.

3. Delete paragraph 8.1.3 in its entirety.

4. Add new paragraphs 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.6 and 8.1.7 as follows:
   "8.1.2 The claimant shall give written notice of such dispute to the other party no later than twenty (20) Working Days after the receipt of the Consultant's

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interpretations or findings given under GC 2.2 – ROLE OF THE CONSULTANT. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The other party shall reply to such notice no later than ten (10) Workings Days after it receives or is considered to have received it, setting out in such reply to its grounds and other relevant provisions of the Contract Documents.

8.1.3 If the matter in dispute is not resolved promptly, the Consultant will give such instructions as, in its opinion, are necessary for the proper performance of the Work and to minimize delays pending settlement dispute. The parties shall act immediately according to such instruction; it being understood that by so doing neither party will jeopardize any claim it may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner (or the Contractor as the case may be) shall pay the other party reasonable costs incurred by the party in carrying out such instructions which it was required to do beyond those which the Contract Document correctly understood and interpreted would have required it to do, including costs resulting from interruption of the Work.

8.1.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of its rights or resources, provided it has given notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.3.

8.1.5 If the parties have agreed in writing in this Agreement or by subsequent agreement to submit disputes to arbitration, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation applicable to the Place of Work.

8.1.6 If no provision or agreement is made for arbitration or the use of any mediation or adjudication mechanisms hereunder, then either party may submit the dispute to such juridical court or tribunal as the circumstances may require.

8.1.7 In recognition of the obligation by the Contract to perform the disputed work as provided in paragraph 8.1.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures."

GC 8.2 ADJUDICATION

1. Delete the word "prescribed" from paragraph 8.2.1 and substitute the words "provided for."

2. Add new paragraph 8.2.2 as follows:
"The commencement of an adjudication under applicable Payment Legislation

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will not be deemed to be a stay, suspension, termination or bar of any other dispute resolution process."

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

1. Amend paragraph 8.3.1 by changing part of the second line from "shall appoint a Project Mediator" to "may appoint a Project Mediator, except that such an appointment shall only be made if both the Owner and the Contractor agree."

2. Amend paragraph 8.3.4 by changing part of the second line from "the parties shall request the Project Mediator" to "and subject to paragraph 8.3.1 the parties may request the Project Mediator."

3. Delete paragraphs 8.3.6, 8.3.7 and 8.3.8 in their entirety.

4. Add new paragraph 8.3.6 as follows:
"The dispute may be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, provided that both the Contractor and the Owner agree. If the Contractor and the Owner agree to resolve the dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the Place of the Work."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

1. In paragraph 9.1.1 delete "except damage which occurs as the result of:
.1 errors in the Contract Documents.
.2 acts or omissions by the Owner, the Consultant other contractors, their agents, and employees."

2. Add new paragraphs 9.1.5, 9.1.6 and 9.1.7 as follows:
"9.1.5 The Contractor shall not undertake to repair and/or replace any damage whatsoever to adjoining property or acknowledge the same was caused by the Contractor, without first consulting the Owner and receiving written instructions as to the course of action to be followed.

9.1.6 Notwithstanding paragraph 9.1.5, where there is danger to the life or property, the Contractor may take such emergency action as is necessary to remove the danger and shall indemnify and hold harmless the Owner and the Consultant, their agents, and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of or are attributable to such action.

9.1.7 Notwithstanding paragraph 9.1.5, where the damage to third party property was caused by the Contractor, its subcontractors or those for whom the Contractor is responsible at law, the Contractor shall deal directly with the

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owner of the damaged third-party property and repair same at the Contractor's sole cost and expense and shall indemnify and hold harmless the Owner and the Consultant, their agents, and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of or are attributable to such action."

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1. Add new paragraph 9.2.5.5 as follows:
   "In addition to the steps described in paragraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials, while ensuring that paragraph 9.2.5.3 is complied with."

2. Add the following to paragraph 9.2.6, after the word "responsible" in the second line:
   "…or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damages to the property of the Owner or others,…"

3. Add "and" at the end of 9.2.7.2.

4. Remove "and" at the end of 9.2.7.3.

5. Delete 9.2.7.4 in its entirety.

6. Add the following to paragraph 9.2.8, after the word "responsible" in the second line:
   "…or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damages to the property of the Owner or others,…"

7. Add new paragraph 9.2.10 as follows:
   "The Contractor, Subcontractors and Suppliers shall not bring any toxic or hazardous substances and materials on to the Place of Work except as required to perform the Work. If such toxic or hazardous substances or materials are required, storage in quantities sufficient to allow work to proceed to the end of any current work week shall only be permitted. All such toxic and

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hazardous materials and substances shall be handled and disposed of only in accordance with all laws and regulations that are applicable at the Place of the Work. In all cases, such toxic or hazardous substances remain at the end of the current work week shall be removed by the Contractor, Subcontractor(s) and Supplier(s) that brought them onto the Place of Work."

8. Add new paragraph 9.2.11 as follows:
"The Contractor shall indemnify and hold harmless the Owner, its parent, subsidiaries and affiliates, the Consultant and their respective partners, officers, directors, agents and employees from and against any and all liabilities, costs, expenses, and claims resulting from bodily injury, including death, and damage to property of any person, corporation or other body politic, that arises from the use by the Contractor, Subcontractors and Suppliers of any toxic or hazardous substances or materials at the Place of the Work."

GC 9.4 CONSTRUCTION SAFETY

1. Delete paragraph 9.4.1 in its entirety and replace with the following:
"The Contractor shall, at its sole cost, be solely responsible for:
.1 construction safety at the Place of the Work and for compliance with the rules, Regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Performance of the Work; and

.2 registering the notice of project for the Project under the OHSA; and shall be the "Constructor" or "prime contractor" for all occupational health and safety requirements of the Project."

2. Delete paragraph 9.4.4 in its entirety and replace as follows:
"9.4.4 The Owner shall support the Contractor in seeking compliance by the Consultant, Other Contractors (except those under the control or contract with the Contractor) and the Owner's own forces with all health and safety precautions and programs established by the Contractor at the Place of the Work.

3. Add new paragraphs 9.4.6, 9.4.7 and 9.4.8 as follows:
"9.4.6 The Contractor acknowledges and is aware of the Contractor's responsibilities under the OHSA having jurisdiction in the Place of the Work and that such responsibilities have been brought to the Contractor's attention by the Owner, and the Contractor shall indemnify and save harmless the Owner, its agents, trustees, officers, directors, employees, Consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the Contractor, its officers and directors, agents, employees and its Subcontractors and Suppliers under the occupational health and safety legislation in force at the Place of the Work

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including the payment of legal fees and disbursements on a substantial indemnity basis."

9.4.7 The Contractor shall arrange regular safety meetings, and shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the authorities having jurisdiction at the Place of the Work, including, without limitation, articles necessary for administering first-aid to any person and an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care.

9.4.8 The Contractor shall promptly report in writing to the Owner and the Consultant all accidents of any sort arising out of or in connection with the performance of the Work, whether on or adjacent to the job site, giving full details and statement of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to the Owner and the Consultant by telephone or messenger in addition to any reporting required under the applicable safety regulations."

GC 9.5 MOULD

1. Add the word "and" after the comma at the end of paragraph 9.5.3.2.

2. Strike the comma and the word "and" at the end of paragraph 9.5.3.3 and insert a period therefore.

3. Delete paragraph 9.5.3.4 in its entirety.

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

1. In paragraph 10.2.2 add the following second sentence:
"The Contractor shall pay for, post, deliver and provide all required security deposits, development charges or similar levies required by the municipality, school boards or other public authorities having jurisdiction that are required to be paid at the same time as the issuance of any required permit, consent, approval or similar authorization to proceed with the Work."

2. Amend paragraph 10.2.5 by adding the words "Subject to paragraph 3.4" at the beginning of the paragraph. Add the following to the end of the second sentence: "…and no further Work on the affected components of the Contract shall proceed until these directives have been obtained by the Contractor from the Consultant."

3. Amend paragraph 10.2.6 by adding the following sentence to the end of the paragraph:

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"In the event the Owner suffers loss or damage as a result of the Contractor's failure to comply with paragraph 10.2.5 and notwithstanding any limitations described in paragraph 12.1.1, the Contractor agrees to indemnify and to hold harmless the Owner and the Consultant from and against any claims, demands, losses, costs, damages, actions suits or proceedings resulting from such failure by the Contractor."

4. Add new paragraph 10.2.8 as follows:
"The Contractor shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the Work as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the Owner's occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the Work, if such governmental authorities furnish such certificates."
5. Delete 10.3 Patent Fees in its entirety.

PART 11 INSURANCE

GC 11.1 INSURANCE

1. Delete GC 11.1 and CCDC 41 in their entirety and replace with the following:
"11.1.1 Without restricting the generality of PART 13 – INDEMNIFICATION AND WAIVER, or obligations of the Contractor under the Contract, insurance coverage will be arranged and paid for as follows:

11.1.2 PROJECT – SPECIFIC INSURANCE

.1 Contractor Procured Insurance Coverage - The Contractor shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Ontario and reasonably acceptable to the Owner. Such policies shall contain terms and conditions, exclusions, limits, and deductibles acceptable to the Owner:

(1) "All Risks" Builders' Risk and Boiler & Machinery Insurance Coverage
This policy shall cover all risks of direct physical loss or damage to the Project, including the perils of earthquake and flood, subject to customary exclusions. It shall cover all property forming part of the Project, including goods and materials to be incorporated in the Project while at the Project site or while in off-site storage. It shall not provide coverage for contractors' equipment other than scaffolding, formwork, fences, shoring, hoarding, falsework, tarpaulins, and temporary buildings in connection with the construction operations.

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It shall be written in the joint names of the Owner, Contractor, Subcontractors of all tiers and the Consultant engaged on the Project as insured and exclude any such entities whose only function is to supply and/or transport materials, machinery or supplies to the Project site and who do not perform any installation or construction work at the Project site.

It shall provide for a limit of coverage no less than the estimated final completed value of the Project, with a specified sub-limit for property in off-site storage and specified sub-limit for transit risk. It may also contain other sub-limits usual to this type of insurance. It shall contain a waiver of the Insurer's subrogation rights against all Insureds and their officers, employees, servants, and agents, except for architects, engineers, manufacturers and consultants for their errors or omissions in professional services. Furthermore, it shall provide that, in the event of loss or damage, payment shall be made to the Owner and as trustee for the benefit of all Insureds as their respective interests may appear.

This policy shall be maintained continuously from commencement of the Work until the date of Ready-for-Takeover and warranty period.

(2) Wrap-Up Liability Policy

This policy shall cover the risks of liability for bodily injury, including death and property damage arising from activities at the Project site, subject to customary exclusions. It shall be written in the joint names of the Owner, Contractor, Subcontractors of all tiers and Consultant engaged on the Project, as insureds, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the Project site and who do not perform any installation or construction work at the Project site. It shall provide for a limit of liability not less than $5,000,000 per occurrence for bodily injury, death, and damage to property including loss of use thereof, and a deductible of not more than $50,000 per occurrence. This policy shall include the following coverage features:

a. Premises and Operations Liability.
b. Owners' and Contractors' Protective Liability.
c. Products and Completed Operations Liability (Aggregate Limit).
d. Blanket Contractual Liability.
e. Cross Liability and Severability of Interests Clause.
f. Contingent Employer's Liability.
g. Personal Injury Liability.
h. "Occurrence" basis coverage for Bodily Injury and Property Damage.
i. "Broad Form" Property Damage coverage, including "Broad Form" Completed Operations coverage.
j. "Broad Form" Loss of Use of Property coverage.

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k. Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work, grading, tunnelling, and all work below ground surface.
l. Non-Owned Automobile Liability insurance, including third party liability arising from use and operation of hired vehicles.

This insurance shall be maintained continuously from commencement of the Work until the date of Ready-for-Takeover. The Products-Completed Operations Hazard coverage shall be for not less than 24 Months after the date of Ready-for-Takeover.

.2 Evidence of Project-Specific Policies to be provided - The Contractor shall promptly provide a Certificate of Insurance to any Insured Party upon request as evidence of the project-specific policies procured by the Contractor.

.3 Supplementary Insurance - The Owner does not represent that the project-specific insurance policies described in this Article 11.1.2 will be sufficient to protect the Contractor or any other Insured Parties against all their responsibilities under this contract. The Contractor and any other Insured Parties may obtain such additional insurance as they may consider necessary at their own expense.

(3) 11.1.3 OTHER INSURANCE

.1 Contractor Insurance - The Contractor shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Ontario. The Contractor shall also require such insurance to be purchased and maintained, as applicable, by all Subcontractors engaged on the Project as described in this Article 11.1.3.

Unless specified otherwise, the duration of each such insurance policy shall be from the date of commencement of the Work until the Project has been finally accepted by the Owner.

(4) Automobile Insurance

This insurance shall cover all licensed vehicles owned or leased for a period in excess of 30 days by the Contractor. It shall provide for third party liability limits not less than $5,000,000 inclusive for bodily injury and property damage plus statutory accident benefits.

(5) Contractors' Equipment Insurance

This policy shall cover all tools and equipment used at the project site by, or

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on behalf of, the Contractor against all risks of direct physical loss or damage, including the perils of earthquake and flood, subject to customary exclusions. This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation, and testing has been completed and the Project has been finally accepted.

All such Contractors' Equipment Insurance policies shall contain a waiver of subrogation against the Owner, Contractor, and Consultants engaged on the Project, and shall provide for 30 days prior written notice of cancellation or material change to be given by the insurers to the Owner.

(6) Commercial General Liability Insurance
This policy shall cover the risks of liability for bodily injury and property damage arising from the operations and activities on and away from the Project site by the Contractor and shall include coverage for those to whom it is legally liable. This policy shall be subject to limits of liability not less than $10,000,000 per occurrence and a deductible of not more than $10,000 per occurrence. It shall include all the coverage features listed in items (a) to (m) of Article 11.1.2.1(2) of this contract in addition to coverage for difference in conditions and difference in limits in relation to the insurance coverage described in Article 11.1.2.1(2).

This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation, and testing has been completed and the Project has been finally accepted by the Owner.

This insurance shall be secondary, with regards to operations and activities on the Project site, to the insurance described in Article 11.1.2.1(2) of this Contract Document for the time that such Wrap-Up Liability insurance is maintained, upon which this insurance shall become primary. This insurance shall be primary with regards to operations and activities away from the Project site.

.2 Additional Insurance - The Contractor shall purchase and maintain any additional insurance which it is required to carry by law and may purchase and maintain any additional insurance which it considers necessary to cover risks not otherwise covered by insurance specified in this section.

The Contractor shall also purchase and maintain and shall cause each Subcontractor of any tier to purchase and maintain, such other insurance, or amendments to the foregoing policies, as the Owner may require and direct.

.3 Acceptable Insurers and Policy Terms and Conditions - All insurance policies described in this Article 11.1.3.1 to be maintained by the Contractor

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and Subcontractor of any tier shall be issued by insurance companies licensed to carry on business in Ontario and reasonably acceptable to the Owner. Such policies shall contain terms, conditions, exclusions, limits, and deductibles acceptable to the Owner.

.4 Evidence of Insurance to be Provided - Prior to commencement of the Work and upon the placement, renewal, amendment or extension of all or any part of the insurance policies described in this Article 11.1.3.1, the Contractor shall promptly provide the Owner with certificates of insurance and, if requested by the Owner, true copies of the of the policies certified by an authorized representative of the insurers including all amending endorsements applicable to this contract. The Owner, acting, may from time-to-time request written proof from the Contractor that such insurance remains in full force and effect.

.5 Failure to Purchase or Maintain Insurance - If the Contractor fails to provide evidence that insurance policies described in this Article 11.1.3.1 have been purchased or maintained, then the Owner shall have the right to purchase and maintain such insurance and the cost thereof shall be paid by the Contractor to the Owner on demand or the Owner may deduct the cost thereof from the amount which is due or may become due to the Contractor.

.6 Notice of Cancellation - Each policy of insurance described in this Article 11.1.3.1 that is maintained by the Contractor and Subcontractors shall provide those 30 days prior written notice be given to the Owner before any policy is suspended, materially detrimentally altered, or cancelled.

.7 Additional Insured - Each policy of insurance described in this Article 11.1.3.1 that is maintained by the Contractor and Subcontractors (other than 11.1.3.1.1 Automobile Insurance and 11.1.3.1.2 Contractors' Equipment Insurance) shall name the Owner and the Consultant as additional insureds and/or loss payees as applicable and as their respective interests may appear.

.8 Waiver of Subrogation - In addition to Article 11.1.3.1.2, to the extent available, all other policies (other than 11.1.3.1.1 Automobile Insurance) listed in Article 11.1.3.1 shall contain a waiver of subrogation rights which the insurers may have against the Owner whether the damage is caused by the act, omission, or negligence of any of such persons.

.9 Notification of Other Claim - If a claim is made on another project that could jeopardize the coverage available for the Project, the Contractor shall provide prompt written notice of such claim to the Owner.

11.1.4 PRESERVATION OF INSURANCE COVERAGE

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The Contractor will not do or omit to do or authorize or permit a Subcontractor to do or omit to do, anything that would prejudice, or result in loss of coverage under any policy of insurance required to be placed or maintained by the Owner, Contractor, or any Subcontractor of any tier.

11.1.5 WAIVER OF RIGHTS REGARDING PROPERTY DAMAGE

The Contractor hereby waives all rights of recourse against the Owner in respect of loss or damage to the Contractor's owned, leased or hired property. The Contractor shall also include a provision in its contracts requiring all Subcontractors to waive all rights of recourse against the Owner in respect of loss or damage to the owned, leased or hired property of the Contractor and Subcontractor.

11.1.6 DEDUCTIBLES

The Contractor shall be responsible for paying any deductible amounts under the policies of insurance maintained by or on the behalf of the Contractor.

11.1.7 CONTRACTOR'S LIABILITY

The provisions of this Article 11.1 do not diminish, limit, or otherwise affect the liability of the Contractor to the Owner, under or in relation to, any other provisions of the Contract.

11.1.8 OWNER'S RIGHT TO REDUCE COVERAGE

The Owner reserves the right to remove, waive, limit, or reduce any of the coverages specified herein without cost or expense to the Owner.

ADDITIONAL GENERAL CONDITION - GC 11.2

1. Add new GC 11.2 as follows:
   "**GC 11.2 CONTRACT SECURITY**"
   11.2.1 The Contractor shall, prior to commencement of the Work or within the specified time, provide to the Owner any Contract security specified in the Contract Documents or required by the Construction Act, including required bonds relating to public contracts, if applicable.

   11.2.2 All required bonds shall be issued by a duly licensed surety company, which is permitted under the Construction Act, authorized to transact a business of suretyship in the Province of Ontario and shall be maintained in good standing until the fulfillment of the Contract. The form of the labour and material bond, and the performance bond, if required under this Contract or under the Construction Act, shall be in accordance with, and in the form set out

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in, the Construction Act."

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

1. Add new paragraphs 12.1.1.9 and 12.1.1.10 as follows:
   ".9 the Consultant has provided a list of deficiencies and incomplete items of the Work, and a written plan for correcting or completing all list items has been provided by the Contractor, to the Consultant and the Owner, and such plan has been approved by the Consultant and the Owner, acting reasonably.

   .10 the Owner has obtained a search of title to the relevant properties from a solicitor certifying that there are no liens registered relative to the Work."

2. Delete paragraph 12.1.2 in its entirety and replace as follows:
   "12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because they are not capable of being done because of an Excusable Delay, or by agreement between the Owner and Contractor to do so, Ready-for-Takeover shall not be delayed."

GC 12.2 EARLY OCCUPANCY BY THE OWNER

1. Delete paragraph 12.2.1 in its entirety and replace with the following:
   "12.2.1 The Owner reserves the right to take possession of and use for any intended purpose any portion or all the undelivered portion of the Project even though the Work may not be substantially performed, if such taking possession and use will not interfere, in any material way, with the progress of the Work. The taking of possession or use of any such portion of the Project shall not be deemed to be the Owner's acknowledgement or acceptance of the Work or the Project, nor shall it relieve the Contractor of any of its obligations under the Contract."

2. Delete paragraph 12.2.3.2 in its entirety and replace with the following:
   "The Contractor shall cease to be responsible as prime contractor under the OHSA for such part as from this date, provided that: (1) the Owner shall not be considered or deemed to become prime contractor or employer for the remaining parts; (2) the Contractor remains responsible and liable to perform, complete, and if necessary correct all of the Work for such part, including all items identified in the list of incomplete and deficient Work approved by the Consultant; and (3) the Contractor shall remain responsible for securing the perimeter of such part.

3. Add the following words to the end of paragraph 12.2.3.3: "by the Owner."

4. Add new paragraphs 12.2.5 and 12.2.6 as follows:
   "12.2.5 Whether the Project contemplates Work by way of renovations in

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buildings which will be in use or be occupied during the course of the Work or where the Project involves Work that is adjacent to a structure which is in use or is occupied, the Contractor, without in any way limiting its responsibilities under the Contract, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures.

12.2.6 The Owner shall have the right to enter or, if compliant with the Ontario Health and Safety Act and or Ontario Building Code, occupy the Work in whole or in part for the purpose of placing fittings and equipment, or for other use before Substantial Performance of the Work, if, in the opinion of the Consultant, such entry and occupation does not prevent or substantially interfere with the Contractor in the performance of the Contract within the Contract Time. Such entry or occupation shall neither be considered as acceptance of the Work, nor in any way relieve the Contractor from its responsibility to complete the Contract."

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GC 12.3 WARRANTY

1. Add to 12.3.1 the following words to the end: "or if part of or the whole of the Work is occupied pursuant to GC 12.2, the warranty period commences in accordance with GC 12.2."

2. Add new paragraphs 12.3.7, 12.3.8, 12.3.9, 12.3.10 and 12.3.11 as follows:
"12.3.7 The Contractor shall provide fully and properly completed and signed copies of all warranties and guarantees required by the Contract Documents, containing:
.1 the proper name of the Owner.
.2 the proper name and address of the Project.
.3 the date the warranty commences, which shall be at the "date of Substantial Performance of the Work" unless otherwise agreed upon by the Consultant in writing.
.4 a clear definition of what is being warranted and/or guaranteed as required by the Contract Documents; and
.5 the signature and seal (if required by the governing law of the Contract) of the company issuing the warranty, countersigned by the Contractor.

12.3.8 Should any Work be repaired or replaced during the time period for which it is covered by the specified warranty, a new warranty shall be provided under the same conditions and for the same period as specified herein before. The new warranty shall commence at the completion of the repair or replacement.

12.3.9 The Contractor shall ensure that its Subcontractors are bound to the requirements of GC 12.3 – WARRANTY for the Subcontractor's portion of the Work.

12.3.10 The Contractor shall ensure that all warranties, guarantees or other obligations for Work, services or Products performed or supplied by any Subcontractor, Supplier or other person in connection with the Work are assigned to the Owners and the Contractor shall ensure that such assignments are with the consent of the assigning party where required by law or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the Owner under the Contract Documents.

12.3.11 The Contractor shall commence or correct any deficiency within two (2) Working Days after receiving a notice from the Owner or the Consultant, and shall complete the Work as expeditiously as possible, except in the case where the deficiency prevents maintaining security or where basic systems essential to the ongoing business of the Owner and/or its tenants cannot be maintained operational as designed. In those circumstances all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the Contractor fail to provide this emergency service within two (2) hours of a request being made during the normal business hours of the Contractor, the Owner is authorized, notwithstanding GC 3.1, to carry out all necessary repairs or replacements at the Contractor's expense."

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION Delete GC 13.1.5 in its entirety.

GC 13.2 WAIVER OF CLAIMS

1. In the third line of paragraph 13.2.1, add the words "claims for delay pursuant to GC 6.5 DELAYS" after the word "limitation." Add the words "(collectively "Claims")" after "Ready-for-Takeover" in the fourth line.

2. In paragraph 13.2.1.1, change the word "claims" to "Claims" and change the word "claim" to "Claim."

3. In paragraph 13.2.1.2, change the word "claims" to "Claims."

4. Delete paragraph 13.2.1.3 in its entirety.

5. In paragraph 13.2.1.4, change the word "claims" to "Claims."

6. In paragraph 13.2.2, change the words "in paragraphs 13.2.1.2 and 13.2.1.3" to

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"in paragraph 13.2.1.2." Change the word "claims" to "Claims" in both instances and change the word "claim" to "Claim."

7. Delete paragraph 13.2.3 in its entirety.

8. Delete paragraph 13.2.4 in its entirety.

9. Delete paragraph 13.2.5 in its entirety.

10. In paragraph 13.2.6, change the word "claim" to "Claim" in all instances in the paragraph.

11. Delete paragraph 13.2.8 in its entirety and replace with the following:
"The Contractor giving notice in writing of Claim as provided for in GC 13.2 – Wavier of Claims, shall submit within a reasonable time a detailed account of the amount claimed.

12. Delete paragraph 13.2.9 in its entirety and replace with the following:
"Where the even or series of events giving rise to a claim made under paragraph 13.2.1 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be an interim account, and the Contractor shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the Claim and any further grounds upon which, it is based. The Contractor shall submit a final account after the end of the effects resulting from the event or series of events."

ADDITIONAL PART – PART 14 OTHER PROVISIONS

1. Add new Part 14 as follows:
"PART 14 OTHER PROVISIONS

GC 14.1 CONSTRUCTION LIENS

14.1.1 In the event that a claim for lien is registered against the Project by a Subcontractor, or Supplier, and provided the Owner has paid all amounts properly owing under the Contract, the Contractor shall, at its own expense:
.1 within 20 calendar days, ensure that all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise: and
.2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

14.1.2 In the event that the Contractor fails to conform with the requirements of paragraph 14.1.1, the Owner may fulfil those requirements without Notice in Writing to the Contractor and set off and deduct from any amount owing to the Contractor, all costs, and associated expenses, including the costs of posting

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security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owed by the Owner to the Contractor, then the Contractor shall reimburse the Owner for all the said costs and associated expenses.

14.1.3 Notwithstanding any other provision in the Contract, the Consultant shall not be obligated to issue a certificate and the Owner shall not be obligated to make payment to the Contractor if, at the time such certificate or payment was otherwise due:

.1 a claim for lien and a certificate of action, if any, has been registered against the Project lands, or

.2 if the Owner has received written notice of a lien, or

.3 the Owner or Consultant reasonably believe that any party has purported to retain title to Products or materials in respect of which an application for payment has been made.

14.1.4 Without limiting the foregoing, the Contractor shall, if requested by the Owner, defend, indemnify and save the Owner harmless from the amount of all such claims and the costs of defending any and all actions commenced against the Owner pursuant to the construction/builder's lien legislation in force at the Place of Work, including the legal costs of the Owner, unless the lien was a direct result of a breach of the Contract by the Owner or the non-payment by the Owner of a valid charge or claim under the Contract.

14.1.5 GC 14.1 CONSTRUCTION LIENS, does not apply to construction liens claimed by the Contractor."

END OF –SECTION 00800 – SUPPLEMENTARY ARTICLES AND CONDITIONS

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