

SUPPLEMENTARY CONDITIONS & AMENDMENTS TO CCDC 2 – 2008
Stipulated Price Contract
(the “Contract”)

Note to users:

This version of Brock University’s Supplementary Conditions to CCDC2-2008 is intended for contracts that are subject to the *Construction Act* (Ontario), which came into force on July 1, 2018, and was further amended on December 6, 2018, and again on October 1, 2019. Accordingly, these supplementary conditions are only to be used where the following conditions are met:

- (i) there was either:
 - a. no procurement process (e.g. request for quotation, request for qualifications, request for proposals, or a call for tenders) for the award of this contract; or
 - b. the first procurement process associated with this *Project* was commenced after October 1, 2019; and

- (ii) the *Work* to be performed under this contract is not maintenance or general repair work, but is instead any of the following, or a combination thereof:
 - a. an alteration, addition or capital repair to the *Place of the Work*;
 - b. the construction, erection or installation at the *Place of the Work*, including the installation of industrial, mechanical, electrical or other equipment at the *Place of the Work* that is essential to the normal or intended use of the *Place of the Work*; or
 - c. the complete or partial demolition or removal of any building structure or works at the *Place of the Work*.

The Standard Construction Document CCDC 2 – 2008 Stipulated Price Contract, consisting of the AGREEMENT BETWEEN OWNER AND CONTRACTOR, DEFINITIONS, and GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT is made part of the *Contract Documents*, with the following amendments, additions and modifications:

AMENDMENTS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC 1 ARTICLE A-1 THE WORK

SC1.1	A-1.3	<u>Insert</u> the words “and <i>Occupancy</i> ” after the words “ <i>Substantial Performance of the Work</i> ”.
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SC 2 ARTICLE A-3 CONTRACT DOCUMENTS

SC2.1	A-3.1	<u>Add</u> the following to the list of <i>Contract Documents</i> in paragraph 3.1: “– Supplementary Conditions & Amendments to CCDC 2 – 2008 Stipulated Price Contract”
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SC 3 ARTICLE A-5 PAYMENT

SC3.1	A-5.1	<u>Delete</u> the words “and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ percent (____%)” from Article A-5.1 and <u>replace</u> them with “and subject to the <i>Owner’s</i> right to withhold, set-off, or reduce any payment pursuant to any <i>Notice of Non-Payment</i> ”
SC3.2	A-5.1.1	<u>Delete</u> the words “amount certified by the <i>Consultant</i> together” in subparagraph 5.1.1 and <u>replace</u> them with “amount applied for in a <i>Proper Invoice</i> ”.
SC3.3	A-5.1.2	<u>Delete</u> subparagraph 5.1.2 in its entirety and <u>replace</u> it with the following: “.2 upon <i>Substantial Performance of the Work</i> , as certified by the <i>Consultant</i> , and on the 61 st day after the publication of the certificate of <i>Substantial Performance of the Work</i> , there being no claims for lien registered against the title to the <i>Place of the Work</i> , pay the <i>Contractor</i> the unpaid balance of the holdback together with such <i>Value Added Taxes</i> as may be applicable to such payment, less any amount stated in the <i>Owner’s Notice of Non-Payment</i> that is published in accordance with the <i>Act</i> ,”
SC3.4	A-5.1.3	<u>Delete</u> subparagraph 5.1.3 in its entirety and <u>replace</u> it with the following: “.3 upon receipt of the final certificate for payment from the <i>Consultant</i> , and on the 61 st day after the date on which the <i>Contractor</i> completes the <i>Work</i> , there being no claims for lien registered against the title to the <i>Place of the Work</i> , pay the <i>Contractor</i> the unpaid balance of the <i>Contract Price</i> together with such <i>Value Added Taxes</i> as may be applicable to such payment.”

SC 4 ARTICLE A-6 RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

SC4.1	A-6.1	<p><u>Delete</u> Article A-6.1 and <u>replace</u> it with the following:</p> <p>"6.1 <i>Notices in Writing</i> between the parties or between them and the <i>Consultant</i> shall be addressed as set out below, and shall be deemed to have been received by the addressee as follows:</p> <ul style="list-style-type: none"> .1 if delivered by hand or commercial same-day courier, on the date of delivery, provided that if delivery is outside of normal business hours, then receipt will be deemed on the next business day, .2 if sent by overnight commercial courier, on the next business day, .3 if sent by e-mail, on the day on which written confirmation of receipt from the addressee, which shall include an automatic read receipt, is given, provided that if such confirmation is given outside of normal business hours, then receipt will be deemed on the next business day, or .3 if sent by pre-paid registered post, on the fifth <i>Working Day</i> following the date of mailing. <p>An address for a party may be changed by <i>Notice in Writing</i> to the other party setting out the new address in accordance with this Article."</p>
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SC 5 *NEW* ARTICLE A-9 CONFLICT OF INTEREST

SC5.1	A-9.1 & A-9.2	<p><u>Add</u> new Article A-9 as follows:</p> <p>"ARTICLE A-9 CONFLICT OF INTEREST</p> <p>9.1 The <i>Contractor</i>, all of the <i>Subcontractors</i>, 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 <i>Owner</i>) with the provision of the <i>Work</i> pursuant to the <i>Contract</i>.</p> <p>9.2 The <i>Contractor</i> shall disclose to the <i>Owner</i>, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any <i>Subcontractor</i> or <i>Supplier</i> that is directly or indirectly affiliated with or related to the <i>Contractor</i>."</p>
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SC 6 *NEW* ARTICLE A-10 TIME OF THE ESSENCE/LIQUIDATED DAMAGES

SC6.1	A-10.1 to A-10.6	<p><u>Add</u> new Article A-10 – TIME OF THE ESSENCE/LIQUIDATED DAMAGES as follows:</p> <p>"ARTICLE A-10 TIME OF THE ESSENCE / LIQUIDATED</p>
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		<p>10.1 It is agreed that one of the reasons the <i>Contractor</i> was selected by the <i>Owner</i> for this <i>Contract</i> is the <i>Contractor's</i> representation and warranty that it will attain <i>Substantial Performance of the Work and Occupancy</i> within the <i>Contract Time</i> stated in Article A-1 of this <i>Contract</i>. The <i>Contractor</i> acknowledges that it has been advised by the <i>Owner</i> that it is critical to the <i>Owner</i> that <i>Substantial Performance of the Work and Occupancy</i> are achieved within the <i>Contract Time</i>. The <i>Contractor</i> agrees that time is of the essence in the performance of the <i>Contractor's</i> obligations under this <i>Contract</i>.</p> <p>10.2 The <i>Contractor</i> further acknowledges its understanding that the <i>Owner</i> is responsible and must account to the community, faculty, students, visitors, and staff of Brock University. A failure by the <i>Contractor</i> to attain <i>Substantial Performance of the Work and Occupancy</i> within the <i>Contract Time</i> will result in damages to the <i>Owner</i> and to the community, faculty, students, visitors, and staff of Brock University, which would be difficult or impractical to quantify but would nevertheless have a significant negative impact on the <i>Owner</i> and its ability to provide the services the <i>Owner</i> is obliged to provide to the community, faculty, students, visitors, and staff of Brock University.</p> <p>10.3 Given the significance of the requirement for the <i>Contractor</i> to achieve <i>Substantial Performance of the Work and Occupancy</i>, as described in Article A-10.2, the <i>Contractor</i> further agrees that, without limiting the <i>Owner's</i> entitlement to any additional or other damages, the <i>Contractor</i> acknowledges that in the event that it fails to achieve <i>Substantial Performance of the Work and Occupancy</i> within the <i>Contract Time</i>, the <i>Owner</i> will incur substantial damages and the extent of such damages shall be incapable or very difficult of accurate measurement. Nonetheless, the parties acknowledge that as of the effective date of this <i>Contract</i>, the amount of liquidated damages set forth in subparagraph 10.4 below represents a good faith estimate on the part of the parties as to the actual potential damages that the <i>Owner</i> would suffer because of late completion of the <i>Project</i>. It is expressly acknowledged and agreed by and between the parties that the amount of such liquidated damages does not include any penalty. Notwithstanding the foregoing, where the <i>Project</i> is delayed beyond the <i>Contract Time</i>, the <i>Owner</i> shall be entitled to (i) the liquidated damages as calculated pursuant to Article A-10.4, or (ii) in the event that the <i>Contractor</i> claims that this liquidated damages provision is invalid or unenforceable and the <i>Contractor</i> prevails on such a defence, the damages arising from the delay suffered by the <i>Owner</i> including, without limitation, consequential, special, incidental, and indirect damages, costs and other expenses incurred or suffered by the <i>Owner</i>.</p> <p>10.4 The <i>Owner</i> shall require that the <i>Contractor</i> pay to the <i>Owner</i> (or have deducted from <i>Contract</i> payments) liquidated damages at the per diem rate of \$2,000 for each calendar day of delay beyond the prescribed date for achieving <i>Substantial Performance of the Work and Occupancy</i> until <i>Substantial Performance of the Work</i> is achieved and certified, pursuant to the terms of the <i>Contract</i>, and <i>Occupancy</i> is achieved as evidenced by an occupancy permit issued by the</p>
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		<p>governmental authority having jurisdiction.</p> <p>10.5 Liquidated damages will be assessed as incurred and reflected as deductions or set-offs from amounts that may be due under any application for payment pending, or thereafter submitted, following the time that such liquidated damages are assessed. All liquidated damages not deducted from payments prior to final payment shall be deducted from the final payment to be made by the <i>Owner</i> to the <i>Contractor</i> pursuant to GC 5.7 FINAL PAYMENT, and any amount of liquidated damages in excess of the final payment amount, shall be paid by the <i>Contractor</i> to the <i>Owner</i>, within 30 days following a written demand by the <i>Owner</i> for such payment.</p> <p>10.6 The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or any other alternative claim that may be available to the <i>Owner</i>.”</p>
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AMENDMENTS TO DEFINITIONS

SC 7 DEFINITIONS

SC7.1	Work	<p>In the definition of <i>Work</i>, <u>delete</u> the period at the end of the definition and <u>add</u> the following:</p> <p>“, including all work that can reasonably be inferred from or is incidental to same based on the judgment of a good, competent, and experienced <i>Contractor</i>.”</p>
SC7.2	Act	<p><u>Add</u> the following new Definition 27:</p> <p>“27. Act <i>Act</i> means the <i>Construction Act</i>, R.S.O. 1990, c. C.30, as amended.”</p>
SC7.3	Adjudication	<p><u>Add</u> the following new Definition 28:</p> <p>“28. Adjudication <i>Adjudication</i> means construction dispute interim adjudication as defined under the <i>Act</i>.”</p>
SC7.4	Construction Schedule	<p><u>Add</u> the following new Definition 29:</p> <p>“29. Construction Schedule or construction schedule <i>Construction schedule</i> or construction schedule means the schedule for the performance of the <i>Work</i> provided by the <i>Contractor</i> pursuant to GC 3.5, including any amendments to the <i>Construction Schedule</i> made pursuant to the <i>Contract Documents</i>.”</p>
SC7.5	Force Majeure	<p><u>Add</u> the following new Definition 30:</p> <p>“30. Force Majeure <i>Force Majeure</i> means any cause, beyond the <i>Contractor</i>’s control, other than bankruptcy or insolvency, which prevents the performance by the</p>

		<p><i>Contractor</i> of any of its obligations under the <i>Contract</i> and the event of <i>Force Majeure</i> did not arise from the <i>Contractor's</i> default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the <i>Contractor</i>. <i>Force Majeure</i> includes fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, acts of a public enemy, war, riot, sabotage, blockage embargo, lightning, earthquake, <i>Inclement Weather</i>, or acts of God."</p>
SC7.6	Inclement Weather	<p><u>Add</u> the following new Definition 31:</p> <p>"31. Inclement Weather <i>Inclement Weather</i> means weather where one of the following conditions has been demonstrated to the satisfaction of the <i>Consultant</i>:</p> <ul style="list-style-type: none"> (a) rainfall exceeding 25 mm in a period of 24 hours, either occurring during normal working hours or commencing within 3 hours of the start of normal working hours; (b) snowfall exceeding 25 cm in a period of 24 hours, either occurring during normal working hours or commencing within 3 hours of the start of normal working hours; (c) ambient outside air temperature exceeding 35°C for more than 2 hours; or (d) ambient outside air temperature is below -25°C for more than 2 hours."
SC7.7	Occupancy	<p><u>Add</u> the following new Definition 32:</p> <p>"32. Occupancy <i>Occupancy</i> means full occupancy or use after completion of the whole of the <i>Project</i> as evidenced by a certificate of occupancy issued by the City of St. Catherines or other governmental authority having jurisdictions or, where no certificate is issued, the whole of the <i>Project</i> has been certified or deemed by the City of St. Catherines or other governmental authority having jurisdictions to be compliant with the occupancy requirements of the Ontario Building Code."</p>
SC7.8	OHSA	<p><u>Add</u> the following new Definition 33:</p> <p>"33. OHSA <i>OHSA</i> means the <i>Occupational Health and Safety Act</i>, R.S.O. 1990, c. O.1."</p>
SC7.9	Notice of Non-Payment	<p><u>Add</u> the following new Definition 34:</p> <p>"34. Notice of Non-Payment <i>Notice of Non-Payment</i> means a notice of non-payment of holdback (Form 6) or a notice of non-payment (Form 1.1) under the <i>Act</i>, as applicable to the circumstances."</p>

<p>SC7.10</p>	<p>Proper Invoice</p>	<p><u>Add</u> the following new Definition 35:</p> <p>“35. Proper Invoice <i>Proper Invoice</i> means an application for payment that satisfies the requirements for a “proper invoice” as that term is defined in Section 6.1 of the <i>Act</i>, with the following minimum requirements:</p> <ul style="list-style-type: none"> .1 the written bill or request for payment must be in writing; .2 the <i>Contractor’s</i> name and current address; .3 the <i>Contractor’s</i> HST registration number; .4 the date the <i>Proper Invoice</i> is being issued by the <i>Contractor</i>; .5 the period of time in which the services or materials were supplied to the <i>Owner</i>; .6 reference to the provisions of the <i>Contract</i> under which payment is being sought (e.g. GC 5.3 – PROGRESS PAYMENTS for progress payments or GC 5.7 – FINAL PAYMENT for final payment, etc.); .7 a description, including quantities where appropriate, of the services or materials, or a portion thereof, that were supplied and form the basis of the <i>Contractor’s</i> request for payment; .8 the amount the <i>Contractor</i> is requesting to be paid by the <i>Owner</i>, set out in a statement based on the schedule of values approved under GC 5.2.5, separating out any statutory or other holdbacks, set-offs and HST; .9 a sworn Statutory Declaration in the form CCDC 9A-2001; .10 a current Workplace Safety Insurance Board clearance certificate; .11 an updated and current <i>Construction Schedule</i> in native and .pdf formats; .12 if requested by the <i>Owner</i>, a current and valid certificate(s) of insurance as required under GC 11.1 – INSURANCE; .13 the following statement: “Provided this <i>Proper Invoice</i> complies with the requirements of the <i>Contract</i> and provided no <i>Notice of Non-Payment</i> is issued by the <i>Owner</i>, payment is due within 28 days from the date this <i>Proper Invoice</i> is received by the <i>Owner</i>.”; .14 the name, title, telephone number and mailing address of the person at the place of business of the <i>Contractor</i> to whom payment is to be directed; and
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		.15 in the case of the <i>Contractor's Proper Invoice</i> for final payment, sufficient evidence of the <i>Contractor's</i> compliance with GC 3.13.3.
SC7.11	Submittals	<p><u>Add</u> the following new Definition 36:</p> <p>"36. Submittals <i>Submittals</i> are documents or items required by the <i>Contract Documents</i> to be provided by the <i>Contractor</i> such as:</p> <ul style="list-style-type: none"> .1 <i>Shop Drawings</i>, samples, models, mock-ups to indicate details or characteristics, before the portion of the <i>Work</i> that they represent can be incorporated into the <i>Work</i>; and, .2 As-built drawings and manuals to provide instructions to the operation and maintenance of the <i>Work</i>."

AMENDMENTS TO THE GENERAL CONDITIONS

SC 8 GENERAL

SC8.1		Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.
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SC 9 GC 1.1 CONTRACT DOCUMENTS

SC9.1	1.1.6	<p><u>Add</u> the following to the end of paragraph 1.1.6:</p> <p>"The <i>Specifications</i> 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 <i>Contract Documents</i> will be construed to place responsibility on the <i>Consultant</i> to settle disputes among the <i>Subcontractors</i> and <i>Suppliers</i> in respect to such divisions. The <i>Drawings</i> are, in part, diagrammatic and intended to convey the scope of the <i>Work</i> and indicate general and appropriate location, arrangement and sizes of fixtures, equipment, outlets and other elements. The <i>Contractor</i> shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the <i>Drawings</i>, including <i>Shop Drawings</i> and shall become familiar with conditions and spaces affecting these matters before proceeding with the <i>Work</i>. Where site conditions require reasonable minor changes in indicated locations and arrangements, the <i>Contractor</i> shall make such changes at no additional cost to the <i>Owner</i>. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the <i>Contractor</i> shall include such relocation in the <i>Work</i>, unless otherwise indicated on the <i>Drawings</i> or <i>Specifications</i>."</p>
SC9.2	1.1.7.1	<p><u>Delete</u> subparagraph 1.1.7.1 and <u>replace</u> it with the following:</p> <p>".1 the order of priority of documents, from highest to lowest, shall be:</p> <ul style="list-style-type: none"> .1 the Supplementary Conditions, .2 the Definitions,

		.3 the Agreement between the <i>Owner</i> and the <i>Contractor</i> ; .4 the General Conditions, .5 <i>Division 1 of the Specifications</i> , .6 technical <i>Specifications</i> , .7 material and finishing schedules, .8 the <i>Drawings</i> .”
SC9.3	1.1.7.5	<u>Add</u> new subparagraph 1.1.7.5 as follows “.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the <i>Contract Documents</i> .”

SC 10 GC 2.2 ROLE OF THE CONSULTANT

SC10.1	2.2.4	<u>Delete</u> paragraph 2.2.4 and <u>replace</u> it with “[Intentionally left blank].”
SC10.2	2.2.5	At the start of paragraph 2.2.5 <u>add</u> the words “Within 7 calendar days of receipt of the <i>Contractor’s Proper Invoice</i> ,” - and - at the end of paragraph 2.2.5, <u>add</u> the words “If the <i>Consultant</i> determines that the amount payable to the <i>Contractor</i> differs from the amount stated in a <i>Proper Invoice</i> , the <i>Consultant</i> shall immediately notify the <i>Owner</i> as provided in GC 5.3.1.2 and prepare a draft of the applicable <i>Notice of Non-Payment</i> for the amount in dispute.”
SC10.3	2.2.7	Amend paragraph 2.2.7 by <u>deleting</u> the words “Except with respect to GC5.1 —FINANCING INFORMATION REQUIRED OF THE OWNER” and capitalizing the word “the” in the first line.

SC 11 GC 2.4 DEFECTIVE WORK

SC11.1	2.4.1.1 and 2.4.1.2	<u>Add</u> new subparagraphs 2.4.1.1 and 2.4.1.2, as follows: “.1 The <i>Contractor</i> shall rectify, in a manner acceptable to the <i>Owner</i> and the <i>Consultant</i> , all defective work and deficiencies throughout the <i>Work</i> , whether or not they are specifically identified by the <i>Consultant</i> . .2 The <i>Contractor</i> shall prioritize the correction of any defective work which, in the sole discretion of the <i>Owner</i> , adversely affects the day to day operation of the <i>Owner</i> .”
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SC 12 GC 3.1 CONTROL OF THE WORK

SC12.1	3.1.3– 3.1.7	<p><u>Add</u> a new paragraphs 3.1.3, 3.1.4, 3.1.5, 3.1.6 and 3.1.7, as follows:</p> <p>“3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i>, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the <i>Work</i> and shall further carefully compare such field measurements and conditions with the requirements of the <i>Contract Documents</i>. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain written instructions from the <i>Consultant</i> before proceeding with any part of the affected work.</p> <p>3.1.4 Notwithstanding any discrepancies in the <i>Drawings, Specifications</i> or other <i>Contract Documents</i>, the <i>Contractor</i> is responsible for performing all <i>Work</i> that is reasonably inferable from or incidental to that required by the <i>Contract Documents</i> based on the judgment and experience of a good and competent <i>Contractor</i>.</p> <p>3.1.5 The <i>Contractor</i> is solely responsible for the quality of the <i>Work</i> and shall undertake any quality control activities specified in the <i>Contract Documents</i>.</p> <p>3.1.6 Notwithstanding any provision of the <i>Contract</i> which states or implies the contrary, any additional costs arising from labour disputes, strikes, lockouts, or union certification of one or any of the <i>Contractor’s</i> workforce, labourers, <i>Subcontractors</i>, or <i>Suppliers</i>, shall be borne in their entirety by the <i>Contractor</i>. For clarity, the <i>Owner</i> shall not, in any circumstances, be responsible for additional costs incurred as a result of any labour dispute, disruption, or other labour issues for which the <i>Owner</i> is not responsible.”</p>
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SC 13 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC13.1	3.2.2.1	<u>Delete</u> subparagraph 3.2.2.1 in its entirety.
SC13.2	3.2.2.2	<u>Delete</u> subparagraph 3.2.2.2 in its entirety.
SC13.3	3.2.3.2	<p><u>Delete</u> subparagraph 3.2.3.2 and <u>replace</u> it with the following:</p> <p>“.2 coordinate and schedule the activities and work of other contractors and <i>Owner’s</i> own forces with the <i>Work</i> of the <i>Contractor</i> and connect as specified or shown in the <i>Contract Documents</i>.”</p>
SC13.4	3.2.3.4	<p><u>Add</u> a new subparagraph 3.2.3.4 as follows:</p> <p>“.4 in accordance with GC 9.4 – CONSTRUCTION SAFETY, for the <i>Owner’s</i> own forces and for other contractors performing work at the <i>Place of the Work</i>, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation of the <i>Place of the</i></p>

		<i>Work, including all the responsibilities of the “constructor” under the OHSA.”</i>
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SC 14 GC3.4 DOCUMENT REVIEW

SC14.1	3.4.1	<p><u>Delete</u> paragraph 3.4.1 and <u>replace</u> it with the following:</p> <p>“3.4.1 The <i>Contractor</i> shall review the <i>Contract Documents</i> and shall report promptly to the <i>Consultant</i> any error, inconsistency or omission the <i>Contractor</i> may discover. Such review by the <i>Contractor</i> shall meet the standard of care described in paragraph 3.15.1 of the <i>Contract</i>. Except for the obligation to make such review and report the result, the <i>Contractor</i> does not assume any responsibility to the <i>Owner</i> or to the <i>Consultant</i> for the accuracy of the <i>Contract Documents</i>. Provided it has exercised the degree of care and skill described in this paragraph 3.4.1, the <i>Contractor</i> shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the <i>Contract Documents</i>, which the <i>Contractor</i> could not reasonably have discovered. If the <i>Contractor</i> does discover any error, inconsistency or omission in the <i>Contract Documents</i>, the <i>Contractor</i> shall not proceed with the work affected until the <i>Contractor</i> has received corrected or missing information from the <i>Consultant</i>.”</p>
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SC 15 GC 3.5 CONSTRUCTION SCHEDULE

SC15.1	3.5.1.1	<p><u>Delete</u> subparagraph 3.5.1.1 and <u>replace</u> it with the following:</p> <p>“.1 within 14 calendar days of <i>Contract</i> award, prepare and submit to the <i>Owner</i> and the <i>Consultant</i> for approval a baseline construction schedule prepared using <i>Owner</i>-approved scheduling software that indicates the timing of the major activities and the critical path for the performance of the <i>Work</i> and provides sufficient detail of the critical events and their inter-relationship to demonstrate the <i>Work</i> will be performed in conformity with the <i>Contract Time</i>.;”</p>
SC15.2	3.5.1.4 and 3.5.1.5	<p><u>Add</u> a new subparagraphs 3.5.1.4 and 3.5.1.5, as follows:</p> <p>“.4 include information relating to the dates for submission and return of <i>Shop Drawings</i> required under GC 3.10 SHOP DRAWINGS, as part of the above requirements; and</p> <p>.5 maintain an updated copy of the construction schedule at the <i>Place of the Work</i> at all times;”</p>
SC15.3	3.5.2	<p><u>Add</u> new paragraph 3.5.2, as follows:</p> <p>“3.5.2 The <i>Contractor</i> shall provide the baseline construction schedule required by subparagraph 3.5.1.1, and all subsequent versions of the construction schedule, in native electronic format and in hard copy format.”</p>

SC 16 GC 3.6 SUPERVISION

SC16.1	3.6.1	<u>Add</u> a new sentence to the end of paragraph 3.6.1, as follows: “The appointed representative and necessary assistants shall not be changed without the <i>Owner's</i> prior approval in writing.”
SC16.2		<u>Add</u> a new paragraphs 3.6.3 and 3.6.4, as follows: “3.6.3 Prior to commencement of the <i>Work</i> at the <i>Place of the Work</i> , confirm to the <i>Consultant</i> , the list of names of the appointed representative, supervisors, and necessary assistants. The appointed representative and necessary assistants must be as listed in the pre-qualification submission from the Contractor. 3.6.4 The appointed representative and necessary assistants shall devote their time exclusively to the <i>Work</i> of this <i>Contract</i> and shall remain at the <i>Place of the Work</i> during working hours.”

SC 17 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SC17.1	3.7.2	<u>Add</u> new sentence to the end of paragraph 3.7.2, as follows: “The <i>Contractor</i> shall not change any of the <i>Subcontractors</i> without the prior written approval of the <i>Owner</i> .”
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SC 18 GC 3.8 LABOUR AND PRODUCTS

SC18.1	3.8.3	<u>Delete</u> paragraph 3.8.3 and <u>replace</u> it with the following: “3.8.3 The <i>Contractor</i> shall maintain good order and discipline among workers engaged on the <i>Work</i> and shall not employ or permit to be employed on the <i>Work</i> anyone not skilled in the tasks assigned.”
SC18.2	3.8.4	<u>Add</u> a new paragraph 3.8.4, as follows: “3.8.4 The <i>Contractor</i> is responsible for the safe on-site storage of <i>Products</i> and their protection (including <i>Products</i> supplied by the <i>Owner</i> and other contractors to be installed under the <i>Contract</i>) in such ways as to avoid dangerous conditions or contamination to the <i>Products</i> or other persons or property and in locations at the <i>Place of the Work</i> to the satisfaction of the <i>Owner</i> and the <i>Consultant</i> . The <i>Owner</i> shall provide all relevant information on the <i>Products</i> to be supplied by the <i>Owner</i> .”

SC 19 GC 3.10 SHOP DRAWINGS

SC19.1	3.10	<u>Add</u> the words “AND OTHER SUBMITTALS” to the title after “SHOP DRAWINGS”.
SC19.2	3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8,	<u>Add</u> the words “and <i>Submittals</i> ” after the words “ <i>Shop Drawings</i> ” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

	3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12	
SC19.3	3.10.3	<u>Delete</u> paragraph 3.10.3 and <u>replace</u> it with the following: "3.10.3 Prior to the first application for payment, the <i>Contractor</i> and the <i>Consultant</i> shall jointly prepare a schedule of the dates for submission and return of <i>Shop Drawings</i> and any <i>Submittals</i> ."
SC19.4	3.10.12	Amend paragraph 3.10.12 by <u>deleting</u> the words "with reasonable promptness so as to cause no delay in the performance of the <i>Work</i> " and <u>replacing</u> them with "within 10 <i>Working Days</i> or such longer period as may be reasonably required".

SC 20 *NEW* GC 3.14 OCCUPANCY OF THE WORK

SC20.1.1	3.14.1 and 3.14.2	<u>Add</u> new General Condition 3.14 – OCCUPANCY OF THE WORK as follows: "3.14 OCCUPANCY OF THE WORK 3.14.1 The <i>Owner</i> reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the <i>Project</i> even though the <i>Work</i> may not have reached <i>Substantial Performance of the Work</i> , provided that such taking possession and use will not unduly interfere, in any material way, with the progress of the <i>Work</i> . The taking of possession or use of any such portion of the <i>Project</i> shall not be deemed to be the <i>Owner's</i> acknowledgement or acceptance of the <i>Work</i> or <i>Project</i> nor shall it relieve the <i>Contractor</i> of any of its obligations under the <i>Contract</i> . 3.14.2 Whether the <i>Project</i> contemplates <i>Work</i> by way of renovations in buildings which will be in use or be occupied during the course of the <i>Work</i> or where the <i>Project</i> involves <i>Work</i> that is adjacent to a structure which is in use or is occupied, the <i>Contractor</i> , without in any way limiting its responsibilities under this <i>Contract</i> , 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."
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SC 21 *NEW* GC 3.15 PERFORMANCE BY CONTRACTOR

SC21.1	3.15.1 and 3.15.2	<u>Add</u> a new General Condition 3.15 – PERFORMANCE BY CONTRACTOR as follows: "3.15 PERFORMANCE BY CONTRACTOR
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		<p>3.15.1 In performing its services and obligations under the <i>Contract</i>, the <i>Contractor</i> shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects in a first class and expeditious manner. The <i>Contractor</i> acknowledges and agrees that, throughout this <i>Contract</i>, the <i>Contractor's</i> obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The <i>Contractor</i> shall exercise the same standard of care in respect of any <i>Products</i>, personnel or procedures that it may recommend to the <i>Owner</i> or employ on the <i>Project</i>.</p> <p>3.15.2 The <i>Contractor</i> further represents, covenants and warranty to the <i>Owner</i> that:</p> <p>.1 the personnel it assigns to the <i>Project</i> are appropriately experienced;</p> <p>.2 it has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the <i>Owner's</i> approval, in the event of death, incapacity, removal or resignation."</p>
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SC 22 GC 4.1 CASH ALLOWANCES

SC22.1	4.1.4	<p><u>Delete</u> paragraph 4.1.4 and <u>replace</u> it with the following:</p> <p>"4.1.4 Where costs under cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances may be reallocated by the <i>Consultant</i> following the <i>Owner's</i> direction to cover the shortfall."</p>
SC.22.2	4.1.5	<p><u>Delete</u> paragraph 4.1.5 and <u>replace</u> it with the following:</p> <p>"4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the <i>Contract Price by Change Order</i>."</p>
SC22.3	4.1.7	<p><u>Delete</u> paragraph 4.1.7 and <u>replace</u> it with the following:</p> <p>"4.1.7 At the commencement of the <i>Work</i>, the <i>Contractor</i> shall prepare for the review and acceptance of the <i>Owner</i> and the <i>Consultant</i>, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be <i>Owner</i> purchased and <i>Contractor</i> installed or hooked up are required at the site to avoid delaying the progress of the <i>Work</i>."</p>
SC22.4	4.1.8-4.1.10	<p><u>Add</u> new paragraphs 4.1.8, 4.1.9 and 4.1.10, as follows:</p> <p>"4.1.8 The <i>Owner</i> reserves the right to call, or to have the <i>Contractor</i> call, for competitive bids for portions of the <i>Work</i>, to be paid for from cash allowances.</p>

		<p>4.1.9 The <i>Contractor</i> shall submit to the <i>Consultant</i> and the <i>Owner</i> as required, before submission of final application for payment, copies of invoices and statements from the <i>Suppliers</i> furnishing material and equipment purchased under cash allowance in accordance with the specifications.</p> <p>4.1.10 Administration of Cash Allowances:</p> <p>.1 Expenditure of cash allowance items will be authorized in writing by the <i>Owner</i>.</p> <p>.2 Competitive quotations are required, where applicable. When competitive quotations are not applicable, a complete breakdown into net costs of labour and materials (all trades) is required.</p> <p>.3 The list of invited bidders for quotes on <i>Work</i> under cash allowances shall be approved by the <i>Owner</i>. The successful bidder shall enter into a subcontract with the <i>Contractor</i>."</p>
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SC 23 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC23.1	5.1	<u>Delete</u> GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER, including all paragraphs thereunder, in its entirety, together with all other references to FINANCING INFORMATION REQUIRED OF THE OWNER throughout the <i>Contract</i> .
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SC 24 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC24.1	5.2.1	<p><u>Delete</u> paragraph 5.2.1 and <u>replace</u> it with the following:</p> <p>"5.2.1 Subject to GC 5.2.2, applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly on the 25 day of the month as the <i>Work</i> progresses and must be delivered to the <i>Owner</i> and the <i>Consultant</i> in the same manner as a <i>Notice in Writing</i>. Unless otherwise directed in writing by the <i>Owner</i>, the applications for payment shall be delivered to the <i>Owner</i>'s representative listed in Article A-6. If the <i>Contractor</i> fails to deliver its application for payment, at the interval prescribed in this GC 5.2.1, subject to written approval by the <i>Owner</i>, the <i>Contractor</i> shall not be entitled to submit its application for payment until the next prescribed interval."</p>
SC24.2	5.2.2	<p><u>Delete</u> paragraph 5.2.2 and <u>replace</u> it with the following:</p> <p>"5.2.2 Applications for payment shall be dated the last day of each payment period which is either:</p> <p>.1 the last day of the month preceding the month in which the application for payment is submitted pursuant to GC 5.2.1; or</p> <p>.2 where a Milestone Payment Schedule is made an exhibit to the <i>Contract</i>, the day upon which the <i>Contractor</i> believes the</p>

		milestone was achieved.”
SC24.3	5.2.3	In paragraph 5.2.3, <u>delete</u> the words “delivered to” and <u>replace</u> them with “installed at”.
SC24.4	5.2.4	In paragraph 5.2.4, <u>delete</u> the words “the <i>Consultant</i> , at least 15 calendar days” and <u>replace</u> them with “the <i>Owner</i> and the <i>Consultant</i> , at least 30 calendar days”.
SC24.5	5.2.5	In the first line of paragraph 5.2.5, after the word “ <i>Consultant</i> ” <u>add</u> the words “or the <i>Owner</i> ” - and - In the second line of paragraph 5.2.5, <u>delete</u> the word “ <i>Consultant</i> ” and replace it with “ <i>Owner</i> ”.
SC24.5	5.2.6	<u>Delete</u> paragraph 5.2.6 and <u>replace</u> it with the following: “5.2.6 Each application for payment delivered by the <i>Contractor</i> in accordance with this GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT shall include all of the requirements for a <i>Proper Invoice</i> .”
SC24.6	5.2.7	<u>Delete</u> paragraph 5.2.7 and <u>replace</u> it with the following: “5.2.7 Applications for payment for <i>Products</i> manufactured but not yet delivered to the <i>Place of the Work</i> will not be considered. Applications for payment for <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i> , provided such <i>Products</i> are <i>Project</i> specific and cannot readily be used elsewhere, may be considered for payment on an individual basis and shall be supported by such evidence as the <i>Consultant</i> may reasonably require to establish the value and delivery of the <i>Products</i> .”

SC 25 GC 5.3 PROGRESS PAYMENT

SC25.1	5.3.1	<u>Delete</u> paragraph 5.3.1 and <u>replace</u> it with the following: “5.3.1 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT: .1 the <i>Owner</i> and the <i>Consultant</i> will assess whether all of the criteria for a <i>Proper Invoice</i> are satisfied and, if not, within 2 <i>Working Days</i> of receipt, the <i>Owner</i> or the <i>Consultant</i> , as applicable, will return the application for payment to the <i>Contractor</i> with reasons setting out why the application for payment is not a <i>Proper Invoice</i> ; .2 no later than 7 calendar days after the receipt of a <i>Proper Invoice</i> , the <i>Consultant</i> will either: (a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i> , a certificate for payment in the amount applied for in the <i>Proper Invoice</i> , or
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		<p>(b) make a finding that such other amount is properly due under the <i>Proper Invoice</i>, and shall notify the <i>Owner</i> and prepare and submit to the <i>Owner</i> a draft <i>Notice of Non-Payment</i> (Form 1.1) with reasons for the proposed amendment;</p> <p>.3 the <i>Owner</i> shall make payment to the <i>Contractor</i>, on account as provided in Article A-5 of the Agreement – PAYMENT, on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.”</p>
SC25.4	5.3.2-5.3.6	<p><u>Add new paragraphs 5.3.2, 5.3.3, 5.3.4, 5.3.5, and 5.3.6 as follows:</u></p> <p>“5.3.2 Within 14 calendar days of receipt of a <i>Proper Invoice</i>, in the event that the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, either for the reasons set out by the <i>Consultant</i> pursuant to GC 5.3.1.2(b) or for any other reason, the <i>Owner</i> shall deliver to the <i>Contractor</i>, an executed <i>Notice of Non-Payment</i> (Form 1.1).</p> <p>5.3.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, as specified under paragraph 5.3.2, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a <i>Notice of Non-Payment</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either party may issue a notice of adjudication in a form prescribed under the <i>Act</i>, in which case the <i>Owner</i> and the <i>Contractor</i> will agree to submit the dispute to <i>Adjudication</i> as set out under PART 8 – DISPUTE RESOLUTION.</p> <p>5.3.4 The amounts disputed and described under the <i>Notice of Non-Payment</i> shall be held by the <i>Owner</i> until all disputed amounts of the relevant <i>Proper Invoice</i> have been resolved pursuant to PART 8 – DISPUTE RESOLUTION. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in paragraph 5.3.1.3.</p> <p>5.3.5 Without limitation, the <i>Owner</i> shall be entitled to deduct from or, set off against, any payment of the <i>Contract Price</i> and any other amounts payable by the <i>Owner</i> to the <i>Contractor</i> under the <i>Contract</i>:</p> <p>.1 any amount expended by the <i>Owner</i> in exercising the <i>Owner’s</i> rights under this <i>Contract</i> to perform any of the <i>Contractor’s</i> obligations that the <i>Contractor</i> has failed to perform;</p> <p>.2 any damages, costs or expenses (including, without limitation, reasonable legal fees and expenses) incurred by the <i>Owner</i> as a result of the failure of the <i>Contractor</i> to perform any of its obligations under the <i>Contract</i>;</p> <p>.3 any other amount owing from the <i>Contractor</i> to the <i>Owner</i> under this <i>Contract</i>.</p>

		5.3.6 The <i>Contractor</i> represents, warrants, and covenants to the <i>Owner</i> that it is familiar with its prompt payment and trust obligations under the <i>Act</i> and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under the <i>Act</i> including, without limitation, section 8.1 of the <i>Act</i> . Evidence of the <i>Contractor's</i> compliance under this GC 5.3.6 will be made available to the <i>Owner</i> within 5 <i>Working Days</i> following receipt by the <i>Contractor</i> of a <i>Notice in Writing</i> making such request."
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SC 26 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC26.1	5.4.4	<p><u>Add</u> new paragraph 5.4.4 as follows:</p> <p>"5.4.4 The <i>Contractor</i> shall publish, in a construction trade newspaper in the area of the location of the <i>Work</i>, a copy of the certificate of <i>Substantial Performance of the Work</i> referred to in GC 5.4.2.2 within seven (7) days of receiving a copy of the certificate signed by the <i>Consultant</i>, and the <i>Contractor</i> shall provide suitable evidence of the publication to the <i>Consultant</i> and the <i>Owner</i>. If the <i>Contractor</i> fails to publish such notice, the <i>Owner</i> shall be at liberty to publish said certificate and back-charge the <i>Contractor</i> its reasonable costs for doing so."</p>
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SC 27 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC27.1	5.5.1	In line one of paragraph 5.5.1, <u>add</u> the words "and within 15 calendar days," immediately after "the <i>Work</i> ,".
SC27.2	5.5.1.3	<p><u>Add</u> new subparagraph 5.5.1.3 as follows:</p> <p>"3 submit to the <i>Consultant</i> all specified as-built drawings, warranties, records, operation and maintenance manuals, data books, literature maintenance sheets, Certificate of Clearance from WSIB, and proof of publication of the certificate of <i>Substantial Performance of the Work</i>."</p>
SC27.3	5.5.2	<p><u>Delete</u> paragraph 5.5.2 and <u>replace</u> it as follows:</p> <p>"5.5.2 After receipt of an application for payment of the holdback amount from the <i>Contractor</i> and other documents required under GC 5.5.1, and upon satisfying itself that the application for payment is a <i>Proper Invoice</i>, the <i>Consultant</i> will issue a certificate for payment of the statutory holdback amount. Where after thirty (30) days following the publication of the certificate of <i>Substantial Performance of the Work</i>, pursuant to GC 5.4.4, the value of the <i>Work</i> remaining to be complete under the Contract, plus the estimated cost to repair any remaining deficiencies, exceeds the amount of the unpaid balance of the <i>Contract Price</i> (as determined by the <i>Consultant</i>, acting reasonably), the <i>Owner</i> may publish a <i>Notice of Non-Payment</i> of holdback in accordance with the <i>Act</i> (Form 6) and retain an amount from the holdback to supplement the unpaid value of the <i>Contract Price</i> to secure the correction of deficiencies and completion of the <i>Work</i>."</p>

SC27.4	5.5.3	<u>Delete</u> paragraph 5.5.3 in its entirety.
SC27.5	5.5.4	<u>Delete</u> the first and second sentences in paragraph 5.5.4 and <u>replace</u> them with the following: "The holdback amount authorized by the certificate for payment of the holdback amount issued by the <i>Consultant</i> , pursuant to GC 5.5.2, is due and payable on the 61st calendar day following the publication of the certificate of <i>Substantial Performance of the Work</i> referred to in GC 5.4.2.2."

SC 28 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

SC28.1	5.6.1	<u>Delete</u> paragraph 5.6.1 and <u>replace</u> it with the following: "5.6.1 If a <i>Subcontractor</i> or <i>Supplier</i> has been completed its services or supply of materials prior to <i>Substantial Performance of the Work</i> , then upon proper application by the <i>Contractor</i> in accordance with the requirements of the <i>Contract Documents</i> , and provided that the <i>Consultant</i> has certified that the work of the <i>Subcontractor</i> or <i>Supplier</i> has been completed and issued a Form 10 Certificate of Completion of Subcontract under subsection 33 (1) of the <i>Act</i> , the <i>Owner</i> shall pay the <i>Contractor</i> the holdback amount retained for such subcontract work, or the <i>Products</i> supplied by such <i>Supplier</i> , following the expiration of the holdback period for such work stipulated in the <i>Act</i> . Notwithstanding the foregoing, the <i>Owner</i> shall be entitled to retain out of the holdback amount any sums required by law to satisfy any liens against the <i>Work</i> or other third party monetary claims against the <i>Contractor</i> which are enforceable against the <i>Owner</i> or otherwise in accordance with the <i>Owner's</i> rights of retention provided in this <i>Contract</i> ."
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SC 29 GC 5.7 FINAL PAYMENT

SC29.1	5.7.1	<u>Delete</u> paragraph 5.7.1 and replace it with the following: "5.7.1 When the <i>Contractor</i> considers that the <i>Work</i> is completed and a permit for <i>Occupancy</i> has been issued, the <i>Contractor</i> may submit an application for payment for final payment. The <i>Consultant</i> shall promptly, and no later than 24 hours, inform the <i>Owner</i> of the receipt the <i>Contractor's</i> application for final payment and confirm whether all of the criteria for a <i>Proper Invoice</i> are satisfied. If not, the application for payment will be returned to the <i>Contractor</i> with reasons from the <i>Consultant</i> setting out why the application for payment is not a <i>Proper Invoice</i> ."
SC29.2	5.7.2	In paragraph 5.7.2, <u>delete</u> the words "10 calendar days" and <u>replace</u> them with "5 calendar days"- and - <u>delete</u> the words "advise the <i>Contractor</i> in writing that the application is valid or give reasons why it is not valid." in paragraph 5.7.2 and replace them with the following:

		<p>“1 if the conditions of a <i>Proper Invoice</i> are satisfied, the <i>Consultant</i> will issue to the <i>Owner</i> and copy to the <i>Contractor</i>, a certificate for final payment in the amount applied for, or</p> <p>.2 if the <i>Consultant</i> finds that such other amount is properly due under the <i>Proper Invoice</i> for final payment or otherwise finds that the <i>Proper Invoice</i> for final payment must be amended, it shall notify the <i>Owner</i> and prepare a draft <i>Notice of Non-Payment</i> (Form 1.1) with reasons for the amendment.”</p>
SC29.3	5.7.3	<p><u>Delete</u> paragraph 5.7.3 in its entirety and replace it with the following:</p> <p>“5.7.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, as specified under paragraph 5.7.2.2, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a <i>Notice of Non-Payment</i>, the <i>Owner</i> and <i>Contractor</i> cannot resolve the dispute, either party may issue a notice of <i>Adjudication</i> in a form prescribed under the <i>Act</i>. The <i>Owner</i> and <i>Contractor</i> will then submit the dispute to <i>Adjudication</i> as set out under PART 8 – DISPUTE RESOLUTION.”</p>
SC29.4	5.7.4	<p><u>Delete</u> the words “5 calendar days after the issuance of a final certificate for payment” in paragraph 5.7.4 and <u>replace</u> them with “28 calendar days after receipt of the <i>Proper Invoice</i> for final payment”.</p>
SC29.5	5.7.5	<p><u>Add</u> new paragraph 5.7.5 as follows:</p> <p>“5.7.5 The amounts disputed and described under the <i>Notice of Non-Payment</i> shall be held by the <i>Owner</i> until all disputed portions of the <i>Proper Invoice</i> for final payment have been resolved pursuant to PART 8 – DISPUTE RESOLUTION. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in paragraph 5.7.4.”</p>

SC 30 GC 5.8 WITHHOLDING PAYMENT

SC30.1	5.8.2 and 5.8.3	<p><u>Add</u> new paragraph 5.8.2 and 5.8.3 as follows:</p> <p>“5.8.2 In the event of deficiencies or delays in the <i>Work</i> that the <i>Contractor</i> fails or refuses to address upon receiving notice of same in accordance with the requirements of the <i>Contract</i>, then the <i>Owner</i> may, without limiting the remedies available to it under this <i>Contract</i> and subject to the <i>Owner’s</i> requirement to issue a <i>Notice of Non-Payment</i> under the <i>Act</i>, retain and set off as against any payments that would otherwise be owing to the <i>Contractor</i>, the reasonable costs of rectifying such deficiencies or delays as determined by the <i>Consultant</i>.</p> <p>5.8.3 In addition to any rights the <i>Owner</i> has pursuant to the <i>Act</i> and subject to the <i>Owner’s</i> requirement to issue a <i>Notice of Non-Payment</i> under the <i>Act</i>, if a lien is registered or an action commenced against the</p>
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		<p><i>Owner</i>, the <i>Owner</i> shall have the right to withhold from any money otherwise due to the <i>Contractor</i>, the full amount claimed in the lien action plus an additional amount sufficient to satisfy all of the <i>Owner's</i> expenses relating to such lien action, including legal and consulting costs. These funds, less expenses incurred, shall be released to the <i>Contractor</i> upon the full discharge of all liens and dismissal of all actions against the <i>Owner</i>."</p>
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SC 31 *NEW* GC 5.10 CONSTRUCTION LIENS

SC31.1	5.10	<p><u>Add new General Condition 5.10 as follows:</u></p> <p>"GC 5.10 CONSTRUCTION LIENS</p> <p>5.10.1 Notwithstanding any other provision in the <i>Contract</i>, the <i>Owner</i> shall not be obligated to issue a certificate, and the <i>Owner</i> shall not be obligated to make payment to the <i>Contractor</i>, if at the time such certificate or payment was otherwise due:</p> <ul style="list-style-type: none"> .1 a claim for lien has been registered against the <i>Project</i> lands by a <i>Subcontractor</i> or a <i>Supplier</i> that has not been vacated or discharged by the <i>Contractor</i> in accordance with the requirements of this <i>Contract</i>, or .2 if the <i>Owner</i> or a mortgagee of the <i>Project</i> lands has received a written notice of a lien that has not been resolved by the <i>Contractor</i> through the posting of security or otherwise. <p>5.10.2 In the event a construction lien arising from the performance of the <i>Work</i> is registered or preserved against the <i>Project</i> lands by a <i>Subcontractor</i> or a <i>Supplier</i>, or a written notice of a lien is given or a construction lien action is commenced against the <i>Owner</i> by a <i>Subcontractor</i> or a <i>Supplier</i>, then the <i>Contractor</i> shall, at its own expense:</p> <ul style="list-style-type: none"> .1 within 10 calendar days of registration of the construction lien, vacate or discharge the lien from title to the premises (i.e. the <i>Place of the Work</i>). If the lien is merely vacated, the <i>Contractor</i> shall, if requested, undertake the <i>Owner's</i> defence of any subsequent action commenced in respect of the lien, at the <i>Contractor's</i> sole expense; .2 within 10 calendar days of receiving notice of a written notice of a lien, post security with the Ontario Superior Court of Justice so that the written notice of a lien no longer binds the parties upon whom it was served; and .3 satisfy all judgments and pay all costs arising from such construction liens and actions and fully indemnify the <i>Owner</i> against all costs and expenses arising from same, including legal costs on a full indemnity basis. <p>5.10.3 In the event that the <i>Contractor</i> fails or refuses to comply with its</p>
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		<p>obligations pursuant to GC 5.10.2, the <i>Owner</i> shall, at its option, be entitled to take all steps necessary to address any such construction liens including, without limitation and in addition to the <i>Owner's</i> rights under GC 5.10.4, the posting of security with the Ontario Superior Court of Justice to vacate the claim for lien from title to the <i>Project</i> lands, and in so doing will be entitled to a full indemnity from the <i>Contractor</i> for all legal fees, security, disbursements and other costs incurred and will be entitled to deduct same from amounts otherwise owing to the <i>Contractor</i>.</p> <p>5.10.4 In the event that any <i>Subcontractor</i> or <i>Supplier</i> registers any claim for lien with respect to all or part of the <i>Place of Work</i>, the <i>Owner</i> shall have the right to withhold, in addition to the statutory holdback, the full amount of said claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien and to bring a motion to vacate the registration of said claim for lien and any associated certificate of action in respect of that lien, in accordance with Section 44 of the <i>Act</i>, by paying into court as security the amount withheld.</p> <p>5.10.5 Nothing in this GC 5.10 serves to preclude the <i>Contractor</i> from preserving and perfecting its lien in the event of non-payment by the <i>Owner</i>.”.”</p>
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SC 32 GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

SC32.1.1	6.1.2	<p><u>Amend</u> paragraph 6.1.2 by adding the following to the end of that paragraph:</p> <p>“This requirement is of the essence and it is the express intention of the parties that any claims by the Contractor for a change in the <i>Contract Price</i> and/or <i>Contract Time</i> shall be barred unless there has been strict compliance with PART 6 CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the <i>Work</i> and no claims that the <i>Owner</i> has been unjustly enriched by any alteration or addition to the <i>Work</i>, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this <i>Contract</i> or a claim for any extension of the <i>Contract Time</i>.”</p>
SC32.2	6.1.3-6.1.9	<p><u>Add</u> 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:</p> <p>“6.1.3 Where a change in the <i>Work</i> involves additions, deletions, or other revisions to the <i>Work</i>, the <i>Contract Price</i> shall be increased only by the net actual value of the change in the <i>Work</i>, including taxes, but excluding <i>Value Added Taxes</i>, plus the following:</p> <ol style="list-style-type: none"> .1 <i>Contractor's</i> percentage fee for work performed by the <i>Contractor's</i> own forces: 10%, subject to paragraph 6.1.3.5. .2 <i>Contractor's</i> percentage fee for work performed by a <i>Subcontractor's</i> forces: 5%, subject to paragraph 6.1.3.5. 3 <i>Subcontractor's</i> percentage fee for work performed by a

		<p><i>Subcontractor's</i> own forces: 10%, subject to paragraph 6.1.3.5.</p> <p>.4 If a <i>Subcontractor</i> retains another subcontractor (sub-subcontractor), no additional percentage fee shall be charged to the <i>Owner</i> for the sub-subcontract work.</p> <p>.5 Percentage fee may not be charged on changes in the <i>Work</i> where there is a net decrease to the <i>Contract Price</i>.</p> <p>6.1.4 Costs for the following items shall be considered to be included in the <i>Contractor's</i> and <i>Subcontractor's</i> percentage fees:</p> <p>.1 <i>Contractor's</i> site and head office expenses;</p> <p>.2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel;</p> <p>.3 Temporary site office, including costs for telephone and facsimile machine;</p> <p>.4 Small tools (valued less than \$2,000);</p> <p>.5 Record drawings (per <i>Owner's</i> AutoCAD layering standard);</p> <p>.6 Clean-up and disposal of waste materials;</p> <p>.7 Insurance and bonding premiums subject to the following:</p> <p>.1 Additional bonding and insurance costs will not be accepted as forming part of the cost associated with <i>Change Orders</i> or <i>Change Directives</i> unless the change can be demonstrated as materially affecting risk. Flow through charges from the Surety and/or insurer to the <i>Contractor</i> must be substantiated by the Surety and/or insurer as "materially affecting risk" in accordance with CCDC 21 — Guide to Construction Insurances, paragraph 5.8 "Material" Changes in Risk.</p> <p>.2 Material risk must be defined by the Surety and/or insurer and the definition made available to all named parties of the bonds and insurance policies.</p> <p>.3 If a material risk can be demonstrated and is acceptable to all parties, then the obligee and/or named insured is entitled to receive a new bond and/or insurance policy reflecting the change in the <i>Contract Price</i>, and the premium for the increase to the bonds and/or insurance policy may then be separated from the overhead mark-up and included as a separate line item in the cost of the change in the <i>Work</i>.</p> <p>6.1.5 Labour costs shall be the actual, prevailing rates at the <i>Place of the Work</i> paid to the workers, plus statutory charges on labour including statutory workers' insurance, employment insurance, Canada Pension, vacation pay, medical and health benefits.</p> <p>6.1.6 Quotations for changes in the <i>Work</i> shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from <i>Subcontractors</i> and <i>Suppliers</i>, submitted in a format acceptable to the <i>Consultant</i>. Fees for <i>Contractor</i> owned equipment</p>
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		<p>shall be substantiated by quotations or fee schedules provided by equipment rental companies independent of the <i>Contractor</i>.</p> <p>6.1.7 When additions, deletions, or other revisions to the <i>Work</i> covering related work or substitutions are involved in a change to the <i>Work</i>, payment, including overhead and profit on net increases to the <i>Contract Price</i> only, shall be calculated on the basis of the net difference to the <i>Contract Price</i>, if any, with respect to the change in the <i>Work</i>.</p> <p>6.1.8 If any change or deviation in, or omission from the <i>Work</i> is made by which the amount of <i>Work</i> to be performed is decreased, or if the whole or a portion of the <i>Work</i> is dispensed with, no compensation is claimable by the <i>Contractor</i> for any loss of anticipated profit in respect thereof.</p> <p>6.1.9 The <i>Contractor</i> shall submit sufficiently detailed information with each <i>Change Order</i> or <i>Change Directive</i>, showing effect of changes in the <i>Work</i> on <i>Contract Time</i>, via critical path methodology."</p>
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SC 33 GC 6.2 CHANGE ORDER

SC33.1	6.2.3	<p><u>Add</u> new paragraph 6.2.3, as follows:</p> <p>"6.2.3 The procedures of evaluation including applicable overhead and profit mark-up provisions for <i>Change Orders</i> shall be as described under GC 6.1 — OWNER'S RIGHT TO MAKE CHANGES."</p>
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SC 34 GC 6.3 CHANGE DIRECTIVE

SC34.1	6.3.6	<p><u>Delete</u> paragraph 6.3.6 and <u>replace</u> it with the following:</p> <p>"6.3.6 The adjustment in the <i>Contract Price</i> for a change carried out by way of a <i>Change Directive</i> shall be determined by:</p> <ul style="list-style-type: none"> .1 estimate and acceptance of a lump sum; or, .2 unit prices set out in the <i>Contract</i> or subsequently agreed upon; or, .3 actual cost of expenditures and savings to perform the work attributable to the change plus a percentage fee as described under paragraphs 6.1.3 and 6.1.4 of GC 6.1 —OWNER'S RIGHT TO MAKE CHANGES, and as follows: <ul style="list-style-type: none"> .1 If the change results in a net increase in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be increased by the amount of the net increase in the <i>Contractor's</i> cost, plus the <i>Contractor's</i> percentage fee on such net increase. .2 If the change results in a net decrease in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be decreased by the amount of
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		<p>the net decrease in the <i>Contractor's</i> cost, without adjustment for the <i>Contractor's</i> percentage fee.</p> <p>.3 In the case of a change in the <i>Work</i> to be valued in accordance with the estimate and acceptance of a lump sum method, the <i>Contractor</i> shall present to the <i>Consultant</i> for approval a detailed estimate of the costs of the <i>Contractor</i> and the involved <i>Subcontractors</i> including products, labour itemized by man hours, labour burden and the percentage fee of each of the involved <i>Subcontractors</i> shown separately. The percentage fee provisions for <i>Change Directives</i> shall be as described under paragraph 6.1.3 of GC 6.1 — OWNER'S RIGHT TO MAKE CHANGES.</p> <p>.4 The form of the presentation of costs and methods of measurement shall be agreed to by the <i>Owner</i>, through the <i>Consultant</i>, and the <i>Contractor</i> before proceeding with the change."</p>
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SC 35 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC35.1	6.4.5	<p><u>Add</u> a new paragraph 6.4.5, as follows:</p> <p>"6.4.5 The <i>Contractor</i> confirms that, prior to bidding the <i>Project</i>, it carefully investigated the <i>Place of the Work</i> and applied to that investigation the degree of care and skill described in paragraph 3.15.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the <i>Contractor</i> prior to submission of bid, and the sufficiency and completeness of the information provided by the <i>Owner</i>. The <i>Contractor</i> is not entitled to compensation or to an extension of the <i>Contract Time</i> for conditions which could reasonably have been ascertained by the <i>Contractor</i> by such careful investigation undertaken prior to the submission of the bid."</p>
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SC 36 GC 6.5 DELAYS

SC36.1	6.5.1	<p>In the last line of paragraph 6.5.1, <u>delete</u> the words, "reasonable costs incurred by the <i>Contractor</i> as a result of such delay" and <u>replace</u> them with the following:</p> <p>"reasonable direct costs directly flowing from the delay, but excluding any consequential, indirect, or special damages (including, without limitation, loss of profits, loss of opportunity, or loss of productivity)"</p>
SC36.2	6.5.2	<p><u>Delete</u> paragraph 6.5.2 in its entirety.</p>
SC36.3	6.5.3	<p><u>Delete</u> paragraph 6.5.3 in its entirety and <u>replace</u> it with the following:</p> <p>"6.5.3 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by <i>Force Majeure</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Owner</i> and the <i>Contractor</i> shall agree. The</p>

		<p>extension of time shall not be less than the time lost as a result of the event causing the delay, unless the <i>Contractor</i> agrees to a shorter extension. The <i>Contractor</i> shall not be entitled to payment for costs incurred by such delays. Upon reaching agreement on the extension of the <i>Contract Time</i> attributable to the <i>Force Majeure</i> event, the <i>Owner</i> and the <i>Contractor</i> shall execute a <i>Change Order</i> indicating the length of the extension to the <i>Contract Time</i> and confirming that there are no costs payable by the <i>Owner</i> to the for the extension of <i>Contract Time</i>.</p> <p>.1 Notwithstanding the foregoing, the <i>Owner</i> may issue a <i>Change Directive</i> requiring the <i>Contractor</i> to undertake those specific actions identified in the <i>Change Directive</i> as the <i>Contractor</i> can reasonably and safely initiate to remove or relieve either the <i>Force Majeure</i> or its direct or indirect effects on the <i>Project</i>, in which case the <i>Contract Price</i> will be adjusted in accordance with GC 6.3.7. If the <i>Contractor</i> fails within the time period specified in the <i>Change Directive</i> to take such action, then the <i>Owner</i> may, at its sole and absolute discretion and after it has given written notice to the <i>Contractor</i>, take some or all of such actions to partially or wholly remove or relieve such <i>Force Majeure</i> or its direct or indirect effects, and thereafter require the <i>Contractor</i> to resume the performance of the <i>Work</i>."</p>
SC36.4	6.5.4	<p>Amend paragraph 6.5.4 by adding the words, "and no payment for costs incurred by reason of delays" in the first line after the words, "No extension shall be made for delay".</p>
SC36.5	6.5.6- 6.5.8	<p>Add new paragraphs 6.5.6, 6.5.7 and 6.5.8, as follows:</p> <p>"6.5.6 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by an act or omission of the <i>Contractor</i> or anyone employed or engaged by the <i>Contractor</i> directly or indirectly, or by any cause within the <i>Contractor's</i> control, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may decide in consultation with the <i>Contractor</i>. The <i>Owner</i> shall be reimbursed by the <i>Contractor</i> for all reasonable costs incurred by the <i>Owner</i> as a result of such delay, including all services required by the <i>Owner</i> from the <i>Consultant</i> as a result of such delay by the <i>Contractor</i> and, in particular, the cost of the <i>Consultant's</i> services during the period between the date of <i>Substantial Performance of the Work</i> stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of <i>Substantial Performance of the Work</i> achieved by the <i>Contractor</i>.</p> <p>6.5.7 In the event of a suspension or delay in the performance of the <i>Work</i>, regardless of the reason, the <i>Contractor</i> shall be and remain responsible for the care, maintenance and protection of the <i>Work</i>.</p> <p>6.5.8 No claim for delay shall be made by the <i>Contractor</i> and the <i>Contract Time</i> shall not be extended due to climatic conditions (other than <i>Inclement Weather</i>) or arising from the <i>Contractor's</i> efforts to maintain the <i>Contract</i> schedule."</p>

SC 37 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC37.1	6.6.5	<u>Amend</u> paragraph 6.6.5 by <u>adding</u> the words "as noted in paragraph 6.6.3" after the words "of the claim" and <u>adding</u> the words "and the <i>Consultant</i> ", at the end of the paragraph.
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SC 38 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC38.1	7.2.3.1	<u>Delete</u> subparagraph 7.2.3.1 in its entirety.
SC38.2	7.2.3.3	<u>Delete</u> subparagraph 7.2.3.3 and replace it with the following: ".3 The <i>Owner</i> fails to pay the <i>Contractor</i> when due the amounts certified by the <i>Consultant</i> or awarded by arbitration or a court, except where the <i>Owner</i> has a claim for setoff or is otherwise entitled to retain amounts pursuant to this <i>Contract</i> , or"
SC38.3	7.2.3.4	<u>Amend</u> subparagraph 7.2.3.4 by <u>deleting</u> the words ", except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER".
SC38.4	7.2.6 and 7.2.7	<u>Add</u> new paragraphs 7.2.6 and 7.2.7, as follows: "7.2.6 If the <i>Contractor</i> suspends the <i>Work</i> or terminates the <i>Contract</i> in accordance with the paragraphs above, the <i>Contractor</i> shall leave the site and the <i>Work</i> in a secure condition as required by jurisdictional authorities applicable to the <i>Place of the Work</i> and as required by the <i>Contract Documents</i> . 7.2.7 Notwithstanding any provision of the <i>Contract</i> that states or implies the contrary, the <i>Contractor</i> shall not, in any circumstances where it suspends the <i>Work</i> or terminates the <i>Contract</i> , be entitled to recover from or advance a claim against the <i>Owner</i> for any indirect, consequential or special damages, costs claimed to have incurred for loss of productivity, or any lost profits."

SC 39 GC 8.2 NEGOTIATION, MEDIATION, ARBITRATION, AND ADJUDICATION

SC39.1	8.2.1, 8.2.2, & 8.2.4 to 8.2.8	<u>Delete</u> paragraphs 8.2.1, 8.2.2, 8.2.4, 8.2.5, 8.2.6, 8.2.7 and 8.2.8 in their entirety.
SC39.2	8.2.9	<u>Add</u> paragraphs 8.2.9 as follows: "8.2.9 Prior to delivering a notice of <i>Adjudication</i> in a form prescribed by the <i>Act</i> , the parties agree to first address all disputes with at least one in-person meeting with the <i>Owner's</i> representative, the <i>Consultant's</i>

		<p>representative, and the <i>Contractor's</i> representative. The parties agree that such steps will be taken to resolve any disputes in a timely and cost-effective manner.</p> <p>8.2.10 Where either party has delivered a notice of <i>Adjudication</i> in a form prescribed by the <i>Act</i>, the procedures and rules set out under the <i>Act</i> and the regulations thereto shall govern the <i>Adjudication</i>."</p>
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SC 40 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC40.1	9.1.1.1	<p><u>Amend</u> paragraph 9.1.1.1 by <u>adding</u> the following words at the end of that subparagraph:</p> <p>"...which the <i>Contractor</i> could not reasonably have discovered applying the degree of care and skill described in paragraph 3.4.1 to its review of the <i>Contract Documents</i>."</p>
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SC 41 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC41.1	9.2.6	<p><u>Amend</u> paragraph 9.2.6 by <u>adding</u> the following words after the word "responsible":</p> <p>"or whether any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> 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 damage to the property of the <i>Owner</i> or others,"</p>
SC41.2	9.2.8	<p><u>Amend</u> paragraph 9.2.8 by <u>adding</u> the following words after the word "responsible":</p> <p>"or that any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> 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 damage to the property of the <i>Owner</i> or others,"</p>

SC 42 GC 9.4 CONSTRUCTION SAFETY

SC42.1	9.4.1	<p><u>Delete</u> paragraph 9.4.1 and <u>replace</u> it with the following:</p> <p>"9.4.1 The <i>Contractor</i> shall be solely responsible for construction safety at the <i>Place of the Work</i> and for compliance with the rules, regulations, and practices required by the <i>OHSA</i>, including, but not limited to those of the "constructor", and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i>. Without limiting the foregoing, the <i>Contractor</i> shall be solely responsible for construction safety in respect</p>
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		<p>of its <i>Consultants</i>, other <i>Consultants</i>, <i>Subcontractors</i> and <i>Suppliers</i>, the <i>Owner's</i> own forces, and other contractors, subcontractors, and suppliers during the course of the <i>Project</i>.”</p>
<p>SC42.2</p>	<p>9.4.2- 9.4.4</p>	<p><u>Add</u> new paragraphs 9.4.2, 9.4.3 and 9.4.4 as follows:</p> <p>“9.4.2 Prior to the commencement of the <i>Work</i>, the <i>Contractor</i> shall submit to the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 a current WSIB clearance certificate; .2 copies of the <i>Contractor's</i> insurance policies having application to the <i>Project</i> or certificates of insurance, at the option of the <i>Owner</i>; .3 documentation of the <i>Contractor's</i> in-house safety-related programs; .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under the <i>OHS</i>A. <p>The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under the <i>OHS</i>A, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance.</p> <p>9.4.4 The <i>Owner</i> will instruct its other contractors and/or its own forces of the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the <i>Contractor</i> with respect to occupational health and safety and related matters. The text of such instruction is attached to these Supplementary Conditions as Appendix 1.”</p>

SC 43 GC 11.1 INSURANCE

SC43.1	11.1	<p><u>Delete</u> GC 11.1 INSURANCE in its entirety, including all paragraphs thereunder, and <u>replace</u> with the following:</p> <p>"GC 11.1 INSURANCE</p> <p>11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the <i>Contractor</i> shall provide, maintain and pay, at its sole cost and expense, for the following insurance coverages:</p> <ul style="list-style-type: none">.1 General Liability Insurance: The <i>Contractor</i> shall maintain at all times during the <i>Project</i>, from the date of commencement of the <i>Work</i> and for six (6) years following <i>Substantial Performance of the Work</i>, a Commercial General Liability insurance policy in accordance with the following:<ul style="list-style-type: none">.1 The insurance policy shall have limits of not less than \$5,000,000.00 per occurrence and in the aggregate and a deductible of not more than \$25,000;.2 The insurance policy shall include all standard coverages required of <i>Contractors</i> including but, not limited to: Bodily Injury & Property Damage; Personal Injury; Non-Owned automobile; Tenant's Legal Liability; Medical Payments; Contingent Employers Liability; Owners & Contractor's Protective; Broad form Property damage; Cross Liability; Severability of Interest, Blanket Contractual Liability; Difference in Conditions endorsement; Completed Operations (24 months);.3 The insurance policy shall be in the name of the <i>Contractor</i> and include, or in the case of a single, blanket policy, be endorsed to name, the <i>Owner</i> and the <i>Consultant</i> as additional insureds, but only with respect to liability arising from the operations of the <i>Contractor</i> with regard to the <i>Work</i>..2 Automobile Liability Insurance: The <i>Contractor</i> shall maintain automobile liability insurance in respect of licensed vehicles from the date of commencement of the <i>Work</i> until one year after the date of <i>Substantial Performance of the Work</i>, with limits of not less than \$2,000,000 inclusive per incident for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the <i>Contractor</i>..3 "Broad Form" Property Insurance: The <i>Contractor</i> shall maintain a "Broad form" property insurance policy in the joint names of the <i>Contractor</i>, the <i>Owner</i> and the <i>Consultant</i>. The policy shall also include as insureds all <i>Subcontractors</i>. The "Broad form" property insurance shall be provided from the date of commencement of the <i>Work</i> until the earliest of:<ul style="list-style-type: none">.1 10 calendar days after the date of <i>Substantial</i>
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		<p style="text-align: center;"><i>Performance of the Work;</i></p> <p>.2 on the commencement of use or occupancy of any part or section of the <i>Work</i> unless such use or occupancy is for construction purposes, habitational, office, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the <i>Work</i>;</p> <p>.3 when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.</p> <p>.5 Boiler and Machinery Insurance: The <i>Contractor</i> shall maintain boiler and machinery insurance in the joint names of the <i>Contractor</i>, the <i>Owner</i> and the <i>Consultant</i>. The policy shall also include as insureds all <i>Subcontractors</i>. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of <i>Substantial Performance of the Work</i>.</p> <p>.6 Professional Liability Insurance: The <i>Contractor</i> shall maintain or cause to be maintained at all times during the <i>Project</i>, Professional Liability (Errors & Omissions) insurance in an amount of not less than \$5,000,000 any one claim and in the aggregate and said policy shall be in the form of project liability insurance in force for a period of six (6) years following the completion of the <i>Project</i>.</p> <p>.7 Contractors' Equipment Insurance: The <i>Contractor</i> shall maintain contractor's equipment insurance in respect of the <i>Construction Equipment</i> from the date of commencement of the <i>Work</i> until one year after the date of <i>Substantial Performance of the Work</i>.</p> <p>11.1.2 Except as otherwise specifically provided to the contrary, all required insurance policies shall contain or be endorsed to contain the following provisions:</p> <p>.1 Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, or any change in ownership of all or any portion of the <i>Project</i> shall not affect coverage provided to the additional insureds (and their respective directors, officers, employees, agents and consultants), and</p> <p>.2 The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability, and</p> <p>.3 Each liability policy shall include a waiver of any right of subrogation by the insurer against any insured, named insured, additional named insured or additional insured thereunder (and their respective directors, officers, employees, agents and</p>
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		<p>consultants), including, without limitation, the <i>Owner</i>, the <i>Consultant</i>, any other entity to whom the <i>Owner</i> or the <i>Contractor</i> have agreed to waive rights of subrogation, and shall provide for severability of interest and cross-liability among insureds.</p> <p>11.1.3 All policies outlined in paragraph 11.1.1 above are to act as primary and non-contributory, except the general liability policy set out in paragraph 11.1.1.1.</p> <p>11.1.4 All policies maintained by, or caused to be maintained by, the <i>Contractor</i> as outlined in paragraph 11.1.1 above shall be in a form reasonably acceptable to the <i>Owner</i> and its lenders, if applicable, and shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the <i>Place of the Work</i>.</p> <p>11.1.5 Prior to the commencement of the <i>Work</i> and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the <i>Contractor</i> shall promptly provide the <i>Owner</i> with confirmation of coverage by way of a certificate of insurance in respect of the policies and any amending endorsements certified by an authorized representative of the insurer.</p> <p>11.1.6 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of this <i>Contract</i>.</p> <p>11.1.7 From time to time the <i>Owner</i> at its discretion, by written notice to the <i>Contractor</i>, may require the <i>Contractor</i> to procure or maintain additional insurance. If such insurance is requested, then the <i>Owner</i> shall reimburse the <i>Contractor</i>.</p> <p>11.1.8 The <i>Contractor</i> shall place and maintain such other insurance as the <i>Contractor</i> considers necessary or desirable for its own protection, but in each case at the sole cost of the <i>Contractor</i>, and such insurance shall not be in conflict with any of the insurance described in GC 11.1 - INSURANCE.</p> <p>11.1.9 If the <i>Contractor</i> fails to provide or maintain insurance as required by the <i>Contract Documents</i>, then the <i>Owner</i> shall have the right to provide and maintain such insurance and give evidence to the <i>Contractor</i>. The <i>Contractor</i> shall pay the cost thereof to the <i>Owner</i> on demand or the <i>Owner</i> may deduct the amount that is due or may become due to the <i>Contractor</i>.</p> <p>11.1.10 The <i>Contractor</i> covenants and agrees to comply with any requirements of the <i>Owner</i> or insurers of the <i>Owner</i> as they relate to any insurance policies that the <i>Owner</i> may, in its sole discretion, elect to maintain in connection with or in relation to the <i>Project</i>.</p> <p>11.1.11 The provisions of GC 11.1 - INSURANCE do not diminish, limit or otherwise affect the liability of the <i>Contractor</i> to the <i>Owner</i>, under, or in relation to, any other provisions of the <i>Contract</i>."</p>
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SC 44 GC 11.2 CONTRACT SECURITY

<p>SC44.1</p>	<p>11.2.3-11.2.8</p>	<p><u>Add</u> new paragraphs 11.2.3, 11.2.4, 11.2.5, 11.2.6, 11.2.7, and 11.2.8, as follows:</p> <p>"11.2.3 The <i>Contractor</i> shall provide a performance bond, and a labour and materials payment bond, each issued by a bonding company acceptable to <i>Owner</i> and licensed to issue such instruments in the <i>Place of the Work</i>, in the amounts and forms as follows:</p> <ul style="list-style-type: none"> .1 Amount of performance bond shall be equal to not less than 50% of the <i>Contract Price</i>, in the form prescribed by the <i>Act</i>. .2 Amount of labour and material payment bond shall be equal to not less than 50% of the <i>Contract Price</i>, in the form prescribed by the <i>Act</i>. <p>11.2.4 The bonds provided in accordance with paragraph 11.2.3 shall guarantee the faithful performance of the <i>Contract</i> in accordance with the <i>Contract Documents</i>, including the requirements for warranties provided for the GC 12.3 WARRANTY, and the payment of all obligations incurred in the event of the <i>Contractor's</i> default, including but not limited to the following:</p> <ul style="list-style-type: none"> .1 The payment of legal, accounting, architectural, engineering and other <i>Consultant's</i> expenses incurred by the <i>Owner</i> in determining the extent of <i>Work</i> executed and any additional <i>Work</i> required as a result of the interruption of the <i>Work</i>, and its completion; and .2 The payment of additional expenses to the <i>Owner</i> in the form of security guard services, light, heat, power, loss of use of premises, and other related costs, payable over the period between the default of the <i>Contract</i> and completion of the <i>Work</i>. <p>11.2.5 Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the <i>Owner</i> for and against costs and expenses (including legal and <i>Consultant</i> services and court costs) arising out of or as a consequence of any default of the <i>Contractor</i> under this <i>Contract</i>.</p> <p>11.2.6 The <i>Contractor</i> shall be responsible for notifying the surety company of any changes made to the <i>Contract</i> during the course of construction.</p> <p>11.2.7 The premiums for bonds required by the <i>Contract Documents</i> shall be included in the <i>Contract Price</i>.</p> <p>11.2.8 Should the <i>Owner</i> require additional bonds by the <i>Contractor</i> or any of his <i>Subcontractors</i>, after the receipt of bids for the <i>Work</i>, the <i>Contract Price</i> shall be increased by all costs attributable to providing such bonds. The <i>Contractor</i> shall promptly provide the <i>Owner</i>, through the <i>Consultant</i>, with any such bonds that may be</p>
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SC 45 GC 12.1 INDEMNIFICATION

SC45.1	12.1.1-12.1.6	<p><u>Delete</u> paragraphs 12.1.1 through 12.1.6 in their entirety, and <u>replace</u> them with the following:</p> <p>“12.1.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, its agents, employees and assigns from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable to the <i>Contractor’s</i> or any <i>Subcontractor’s</i> or any <i>Supplier’s</i> performance or non-performance of the <i>Contract</i>, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the <i>Contractor</i> will save harmless the <i>Owner</i> from all claims made by any party other than the <i>Contractor</i> itself, financial or otherwise, relating to labour and materials furnished by the <i>Contractor</i> or by others for the <i>Work</i>.</p> <p>12.1.2 The <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i>, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the <i>Contractor’s</i> performance of the <i>Contract</i> which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the <i>Place of the Work</i>.</p> <p>12.1.3 Notwithstanding the provisions of GC1.1 - CONTRACT DOCUMENTS, paragraph 1.1.7, GC12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC1.3 – RIGHTS AND REMEDIES.”</p>
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SC 46 GC 12.2 WAIVER OF CLAIMS

SC46.1	12.2.3-12.2.5	<u>Delete</u> paragraphs 12.2.3, 12.2.4, and 12.2.5 in their entirety, together with all references to them. For clarity, all provisions of the <i>Contract</i> that reference paragraphs 12.2.3, 12.2.4, and 12.2.5 otherwise remain in full force and effect.
SC46.2	12.2.7	<u>Amend</u> paragraph 12.2.7 by <u>deleting</u> the words “The party” and <u>replacing</u> them with “The <i>Contractor</i> ”.
SC46.3	12.2.8	<u>Amend</u> paragraph 12.2.8 by <u>deleting</u> the words, “under paragraphs 12.2.1 or 12.2.3” and <u>replacing</u> them with “under paragraph 12.2.1” and <u>deleting</u> both instances of the words “the party” and <u>replacing</u> them with “the <i>Contractor</i> ”.
SC46.4	12.2.9-12.2.10	<u>Delete</u> paragraphs 12.2.9 and 12.2.10 in their entirety.

SC 47 GC 12.3 WARRANTY

SC47.1	12.3.2	<u>Amend</u> paragraph 12.3.2 by <u>deleting</u> the word "The" from the first line and <u>replacing</u> it with the words, "Subject to paragraph 3.14.1, the".
SC47.2	12.3.7- 12.3.10	<p><u>Add</u> new paragraphs 12.3.7, 12.3.8, 12.3.9 and 12.3.10, as follows:</p> <p>"12.3.7 The <i>Contractor</i> shall provide fully and properly completed and signed copies of all warranties and guarantees required by the <i>Contract Documents</i>, containing:</p> <ul style="list-style-type: none"> .1 the proper name of the <i>Owner</i>; .2 the proper name and address of the <i>Project</i>; .3 the date the warranty commences, which shall be at the "date of <i>Substantial Performance of the Work</i>" unless otherwise agreed upon by the <i>Consultant</i> in writing. .4 a clear definition of what is being warranted and/or guaranteed as required by the <i>Contract Documents</i>; .5 a clear statement that the warranty is for the direct benefit of the <i>Owner</i>; and .6 the signature and seal (if required by the governing law of the <i>Contract</i>) of the company issuing the warranty, countersigned by the <i>Contractor</i>. <p>12.3.8 The <i>Contractor</i> shall commence or correct any deficiency within 5 <i>Working Days</i> after receiving notice from the <i>Owner</i> or <i>Consultant</i>, and complete the work as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to ongoing business of the <i>Owner</i>, operational as designed, all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the <i>Contractor</i> fail to commence or correct any deficiency within 5 <i>Working Days</i> or to provide emergency service within 24 hours of a request made, by fax and/or email during normal business hours by the <i>Owner</i>, the <i>Owner</i> is authorized, regardless of GC 3.1, to carry out necessary repairs or replacements at the <i>Contractor's</i> expense.</p> <p>12.3.9 Should any <i>Work</i> be repaired or replaced during the time period for which it is covered by the specified warranty, the warranty period shall recommence for one year from the date of acceptance of the corrected work.</p> <p>12.3.10 Nothing in these warranty provisions shall be deemed to alter, in any manner whatsoever, the warranty rights to which the <i>Owner</i> would otherwise be entitled by statute, elsewhere in the <i>Contract Documents</i>, or otherwise."</p>

END OF SUPPLEMENTARY CONDITIONS

APPENDIX 1

**LANGUAGE FOR OWNER'S PERSONNEL OR FOR THIRD PARTY
CONTRACTORS ENTERING A PROJECT SITE WHERE THE CONTRACTOR
HAS ASSUMED OVERALL RESPONSIBILITY – IN CONTRACT – FOR
OCCUPATIONAL HEALTH AND SAFETY**

"The (trade or employee) acknowledges that the work it will perform on behalf of the Owner requires it to enter a job site which is under the total control of a general contractor which has a contract with the Owner. The (trade or employee) acknowledges that [name of contractor] has assumed overall responsibility for compliance with all aspects of the health and safety legislation of Ontario, including all the responsibilities of the "constructor" under the Occupational Health and Safety Act (Ontario). Further, (trade or employee) acknowledges that [name of contractor] is also responsible to the Owner to coordinate and schedule the activities of our work with the work of the general contractor.

We agree to comply with [name of contractor] directions and instructions with respect to occupational health and safety and coordination. We acknowledge that it will be cause for termination under our contract with the Owner should (I/we) fail or refuse to accept the direction and instruction of the general contractor with respect to matters of occupational health and safety or matters related to coordination of work."

Signed: _____

Dated: _____