

SUPPLEMENTARY CONDITIONS TO CCDC 2(2008)

The following amendments are incorporated into the Agreement as Supplementary Conditions.

Where an Article, Definition or General Condition or paragraph thereof 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.

Item	Supplementary Condition
	Article A5 - Payment
SC 1	<p><u>Delete</u> clause A5.1.1 in its entirety and substitute new paragraph A5.1.1: A5.1.1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> within 28 days of receipt of a <i>Proper Invoice</i> subject to required holdbacks and amounts that the <i>Owner</i> disputes provided that a Notice of Non-Payment has been provided as required by the Ontario Construction Act.</p>
SC 2	<p><u>Delete</u> paragraph A5.3.1 in its entirety and <u>substitute</u> new paragraph A5.3.1: A5.3.1 Should either party fail to make payments as they become due under the terms of the <i>Contract</i> or in an award by arbitration or court, interest on such unpaid amounts shall also become due and payable from the date that is 30 calendar days after the date when the payment became due until payment at the “prejudgement interest rate” determined in the Ontario Courts of Justice Act 27(2) on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis.</p>
	New Article
SC 3	<p>Add new Article A-9 – Confidentiality: A9.1 The <i>Contractor</i> agrees to ensure that it shall, both during or following the term of the <i>Contract</i>, maintain the confidentiality and security of all <i>Confidential Information</i> and <i>Personal Information</i>, and that it shall not directly or indirectly disclose, destroy, exploit, or use any <i>Confidential Information</i> or <i>Personal Information</i>, except where required by law, without first obtaining the written consent of the <i>Owner</i>. The <i>Contractor</i> may disclose any portion of the <i>Contract Documents</i> or any other information provided to the <i>Contractor</i> by the <i>Owner</i> to any <i>Subcontractor</i> or <i>Supplier</i> if the <i>Contractor</i> discloses only such information as is necessary to fulfill the purposes of the <i>Contract</i> and the <i>Contractor</i> has included a commensurate confidentiality provision in its contract with the <i>Subcontractor</i> or <i>Supplier</i>. The <i>Contractor</i> undertakes to comply with all applicable laws related to the protection of personal information, including the <i>Personal Information Protection and Electronic Documents Act</i>, the <i>Freedom of Information and Protection of Privacy Act</i> (“FIPPA”), the <i>Municipal Freedom of Information and Protection of Privacy Act</i> (“MFIPPA”) and the <i>Personal Health Information Protection Act</i>.</p>
SC 4	<p>Definitions Add the following definitions:</p>
	Approved

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	Wherever the words, “satisfactory”, “directed”, “required” are used in the Contract Documents, it shall be understood that the words “by the <i>Consultant</i> ” follow, unless the context provides otherwise.
	<p>As-Built Drawings</p> <p><i>As-Built Drawings</i> means drawings prepared by the <i>Contractor</i> by marking on a copy of the <i>Drawings</i> the changes from the <i>Drawings</i> which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the <i>Drawings</i>.</p>
	<p>CMM Guidelines</p> <p><i>CMM Guidelines</i> means all guidelines and regulations published by the Ontario Ministry of Labour, Training and Skills Development and the Canadian Construction Association COVID-19, Standardized Protocols for All Canadian Construction Sites, Version 5, May 26, 2020 regarding measures to mitigate COVID-19.</p>
	<p>Confidential Information</p> <p><i>Confidential Information</i> means all the information or material of the <i>Owner</i> that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the <i>Contractor</i> at any time, but <i>Confidential Information</i> shall not include information that:</p> <ul style="list-style-type: none"> .1 is or becomes generally available to the public without fault or breach on the part of the <i>Contractor</i>, including without limitation breach of any duty of confidentiality owed by the <i>Contractor</i> to the <i>Owner</i> or to any third party, but only after that information becomes generally available to the public; .2 the <i>Contractor</i> can demonstrate to have been rightfully obtained by the <i>Contractor</i> from a third party who had the right to transfer or disclose it to the <i>Contractor</i> free of any obligation of confidence; .3 the <i>Contractor</i> can demonstrate to have been rightfully known to or in the possession of the <i>Contractor</i> at the time of disclosure, free of any obligation of confidence; or .4 is independently developed by the <i>Contractor</i> without use of any <i>Confidential Information</i>.
	<p>COVID-19 Mitigation Measures (CMM)</p> <p><i>COVID-19 Mitigation Measures (CMM)</i> means measures required to be in compliance with the <i>CMM Guidelines</i>.</p>
	<p>COVID-19 Change</p> <p><i>COVID-19 Change</i> means any change in the work caused by or attributable to changes in <i>CMM</i> or changes made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.</p>
	<p>Personal Information</p> <p><i>Personal Information</i> means personal information as that term is defined in subsection 2(1) of the <i>Municipal Freedom of Information and Protection of Privacy Act</i>, whether recorded in printed form, on film, by electronic means, or otherwise.</p>
	<p>Proper Invoice</p> <p>Proper Invoice means an invoice that complies with the requirements of the <i>Construction Act</i> and also includes the following:</p> <ul style="list-style-type: none"> .1 a breakdown of the invoice amount by trade or division as required by the specifications, .2 an updated schedule in a form and level of detail acceptable to the <i>Owner</i> showing the percentage complete on each task,

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	<p>.3 a Workplace Safety and Insurance Board clearances showing current coverage.</p> <p>.4 a Statutory Declaration in the form of CCDC 9A 2018 (for every invoice after the first invoice)</p>
	<p>GC 1.1 CONTRACT DOCUMENTS</p>
SC 5	<p><u>Add</u> new sentence to the end of paragraph 1.1.6: “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> or as between them and the <i>Contractor</i> with respect to such divisions.”</p>
SC 6	<p><u>Add</u> new subparagraph 1.1.7.5: 1.1.7.5 noted materials and annotations shall take precedence over graphic indications.</p>
SC 7	<p><u>Delete</u> paragraph 1.1.8 in its entirety and <u>substitute</u> new paragraph 1.1.8: 1.1.8 The <i>Owner</i> shall provide the <i>Contractor</i>, without charge, an electronic set of the Contract Documents to perform the Work. Additional or partial sets of Contract Documents may be obtained at the <i>Contractor’s</i> request from the <i>Owner</i>, who will charge the <i>Contractor</i> only for the actual cost incurred in the printing and delivery of same.</p>
SC 8	<p><u>Delete</u> paragraph 1.4.1 in its entirety and <u>substitute</u> new paragraph 1.4.1: 1.4.1 The <i>Contractor</i> may not assign the <i>Contract</i> or a portion thereof without the consent of the <i>Owner</i>, and the granting of such consent shall be in the <i>Owner’s</i> absolute discretion.</p>
SC 9	<p><u>Add</u> new subparagraphs 2.4.1.1 and 2.4.1.2: 2.4.1.1 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 Work, whether or not they are specifically identified by the <i>Owner</i> or the <i>Consultant</i>. 2.4.1.2 When applicable, the <i>Contractor</i> shall give priority to the correction of any defective work or deficiencies which the <i>Owner</i> determines adversely affect its day-to-day operations.</p>
SC 10	<p><u>Add</u> new paragraph 3.1.3 through 3.1.4: 3.1.3 Prior to commencing the <i>Work</i>, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i>, all relevant measurements and levels necessary for the proper completion 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 exact locations are not apparent in the <i>Contract Documents</i>, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain <i>Supplemental Instructions</i> from the <i>Consultant</i> before proceeding with any part of the affected work. 3.1.4 The <i>Contractor</i> shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the <i>Work</i>, and in accordance with the <i>Contract Time</i> and any revisions thereto, in order to maintain the desired development and construction schedule for the <i>Project</i>, and in order not to delay the <i>Work</i> or any project. The <i>Contractor</i> shall at all times provide sufficient personnel to accomplish its services within the time limits required by the <i>Owner</i>.</p>
SC 11	<p>Delete subparagraph 3.2.2.1 in its entirety.</p>
SC 12	<p>Delete subparagraph 3.2.2.2 in its entirety.</p>

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SC 13	<p>Add new subparagraph 3.2.3.4:</p> <p>3.2.3.4 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of General Condition 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the <i>Owner's</i> own forces and for other <i>Contractors</i> performing work identified in the Contract Documents, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the Place of the Work, including all of the responsibilities of the Constructor as that term is defined in the <i>Occupational Health and Safety Act</i>.</p>
SC 14	<p><u>Delete</u> paragraph 3.4.1 in its entirety and <u>substitute</u> new paragraph 3.4.1:</p> <p>3.4.1 The <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> .1 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 be undertaken with the standard of care described in paragraph 3.14.1 of the <i>Contract</i>. .2 Except for its 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>. 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 through the exercise of the required standard of care. .3 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>.
SC 15	<p><u>Add</u> new paragraph 3.4.2:</p> <p>3.4.2 If, at any time, the <i>Contractor</i> finds errors, inconsistencies, or omissions in the <i>Contract Documents</i> or has any doubt as to the meaning or intent of any part thereof, the <i>Contractor</i> shall immediately notify the <i>Consultant</i>, and request a <i>Supplemental Instruction, Change Order, or Change Directive</i>, as the case may require. Neither the <i>Owner</i> nor the <i>Consultant</i> will be responsible for the consequences of any action of the <i>Contractor</i> based on oral instructions.</p>
SC 16	<p>Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:</p> <p>3.5.1 The <i>Contractor</i> shall,</p> <ul style="list-style-type: none"> .1 within 15 days following the award of the <i>Contract</i>, prepare and submit to the <i>Owner</i> and the <i>Consultant</i> for their review and acceptance, a construction schedule that indicates the timing of the activities 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> and in accordance with the <i>Contract Documents</i>. Unless otherwise agreed to in writing, in advance by the <i>Owner</i> and the <i>Contractor</i>, when required by the <i>Specifications</i> to employ construction scheduling software, the <i>Contractor</i> shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the <i>Work</i> to be monitored in relation to the critical path established in the schedule. The <i>Contractor</i> shall provide the construction schedule and any successor or revised schedules to the <i>Owner</i> in electronic format and paper copy within fifteen days of occurrence requiring a revision to the schedule. When required by the <i>Specifications</i> to employ construction scheduling software, the <i>Contractor</i> shall provide the construction schedule to the <i>Owner</i> in editable format, together with a record version in PDF format. Once accepted by the <i>Owner</i> and

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	<p>the <i>Consultant</i>, the construction schedule submitted by the <i>Contractor</i> shall become the baseline construction schedule;</p> <p>.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the <i>Owner</i> pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;</p> <p>.3 monitor the progress of the <i>Work</i> on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the <i>Owner</i> pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the <i>Consultant</i> and the <i>Owner</i> in writing of any variation from the baseline or slippage in the schedule; and</p> <p>.4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the <i>Contractor</i> forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the <i>Contractor</i>, it shall, in the same notice, indicate to the <i>Consultant</i> and the <i>Owner</i> if the <i>Contractor</i> intends to apply for an extension of <i>Contract Time</i> as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.</p>
SC 17	<p><u>Add</u> new paragraphs 3.5.2 and 3.5.3:</p> <p>3.5.2 If, at any time, it should appear to the <i>Owner</i> or the <i>Consultant</i> that the actual progress of the <i>Work</i> is behind schedule or is likely to become behind schedule, or if the <i>Contractor</i> has given notice of such to the <i>Owner</i> or the <i>Consultant</i> pursuant to subparagraph 3.5.1.3, the <i>Contractor</i> shall take appropriate steps to cause the actual progress of the <i>Work</i> to conform to the schedule or minimize the resulting delay and shall produce and present to the <i>Owner</i> and the <i>Consultant</i> a recovery plan demonstrating how the <i>Contractor</i> will achieve the recovery of the schedule. If the <i>Contractor</i> intends to apply for a change in the <i>Contract Price</i> in relation to a schedule recovery plan, then the <i>Contractor</i> shall proceed in accordance with General Condition 6.5 – DELAYS.</p> <p>3.5.3 Make allowance in the Construction Schedule for the implementation of the <i>Owner's</i> tenant improvements; the staged installation of the <i>Owner's</i> furniture, fixtures, and equipment; and the <i>Owner's</i> sequential occupancy, all in accordance with the <i>Owner's</i> Master Project Schedule.</p>
SC 18	<p><u>Delete</u> paragraph 3.6.1 in its entirety and <u>substitute</u> new paragraph 3.6.1:</p> <p>3.6.1 The <i>Contractor</i> shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the <i>Place of the Work</i> while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the <i>Contractor</i> obtaining the <i>Owner's</i> written consent, which consent will not be unreasonably withheld.</p>
SC 19	<p><u>Add</u> new paragraph 3.6.3:</p> <p>3.6.3 The <i>Owner</i> may, at any time during the course of the <i>Work</i>, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the <i>Owner's</i> operations. Immediately upon receipt of the request, the <i>Contractor</i> shall make arrangements to appoint an acceptable replacement.</p>
SC 20	<p><u>Delete</u> paragraph 3.7.2 in its entirety and substitute new paragraph 3.7.2:</p> <p>3.7.2 The <i>Contractor</i> agrees not to change Subcontractors without the prior written approval of the <i>Owner</i>, which approval will not be unreasonably withheld.</p>

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SC 21	<p><u>Delete</u> paragraph 3.8.2 and <u>replace</u> with new paragraph 3.8.2: 3.8.2 Unless otherwise specified in the <i>Contract Documents</i>, Products provided shall be new and as specified. The <i>Contractor</i> shall not provide substitutions for specified Products without the express written consent of the <i>Consultant</i> and the <i>Owner</i>.</p>
SC 22	<p><u>Add</u> new paragraph 3.8.4: 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>.</p>
SC 23	<p><u>Add</u> new paragraph 3.11.3: 3.11.3 The <i>Contractor</i> shall abide by and enforce directives and policies regarding signs, advertisements, fires and smoking at the <i>Place of the Work</i> as directed by the <i>Owner</i>.</p>
SC 24	<p><u>Add</u> new General Condition 3.14: GC 3.14 PERFORMANCE BY CONTRACTOR 3.14.1 In performing its services and obligations under the <i>Contract</i>, the <i>Contractor</i> shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The <i>Contractor</i> acknowledges and agrees that throughout the <i>Contract</i>, the performance of the <i>Contractor's</i> obligations, duties, and responsibilities shall be judged against this standard. The <i>Contractor</i> shall exercise the same standard of care, skill, and diligence in respect of any <i>Products</i>, personnel, or procedures which it may recommend to the <i>Owner</i>. 3.14.2 The <i>Contractor</i> further represents, covenants and warrants to the <i>Owner</i> that: .1 the personnel it assigns to the <i>Project</i> are appropriately experienced; .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the <i>Owner's</i> approval, in the event of death, incapacity, removal or resignation; and .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the <i>Contractor</i> to perform its work under the <i>Contract</i>.</p>
SC 25	<p><u>Add</u> new General Conditions 3.15: GC 3.15 RIGHT OF ENTRY 3.15.1 The <i>Owner</i> shall have the right to enter or occupy the <i>Work</i> in whole or in part for the purpose of placing fittings and equipment or for other uses before <i>Substantial Performance of the Work</i>, if, in the reasonable opinion of the <i>Consultant</i> and <i>Contractor</i>, such entry or occupation does not prevent or substantially interfere with the <i>Contractor's</i> completion of the <i>Contract</i> within the <i>Contract Time</i>. Such entry or occupation shall not be considered as acceptance of the <i>Work</i> or in any way relieve the <i>Contractor</i> from responsibility to complete the <i>Contract</i>.</p>
SC 26	<p><u>Delete</u> paragraph 4.1.4 in its entirety and <u>substitute</u> new paragraph 4.1.4: 4.1.4 Where the actual cost of the <i>Work</i> under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the <i>Consultant's</i> direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the <i>Contract Price</i> for overhead and profit. Only where the actual cost of the <i>Work</i> under all cash allowances exceeds the total</p>

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	amount of all cash allowances shall the <i>Contractor</i> be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the <i>Contract Documents</i> .
SC 27	<u>Delete</u> paragraph 4.1.5 in its entirety and <u>substitute</u> new paragraph 4.1.5: 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 <i>deducted</i> from the <i>Contract Price</i> by <i>Change Order</i> .
SC 28	<u>Add</u> new paragraph 4.1.8: 4.1.8 The <i>Owner</i> reserves the right to call, or to have the <i>Contractor call</i> , for competitive bids for portions of the <i>Work</i> , to be paid for from cash allowances
SC 29	<u>Revise</u> the heading, "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER" to read, "GC 5.1 FINANCING INFORMATION REQUIRED".
SC 30	<u>Delete</u> paragraph 5.1.1 in its entirety and <u>substitute</u> new paragraph 5.1.1: 5.1.1 The <i>Owner</i> and <i>Contractor</i> shall provide each other with timely <i>Notice in Writing</i> of any material change in their financial ability to fulfil their respective obligations under the <i>Contract</i> .
SC 31	<u>Delete</u> paragraph 5.1.2 in its entirety.
SC 32	<u>Add</u> to the end of paragraph 5.2.7 the following new sentence: "Any <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i> shall remain at the risk of the <i>Contractor</i> notwithstanding that title has passed to the <i>Owner</i> pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS."
SC 33	<u>Add</u> new paragraphs 5.2.8, 5.2.9, and 5.2.10: 5.2.8 As a condition of receiving each progress payment after the first, the <i>Contractor</i> shall submit a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein. 5.2.9 The <i>Contractor</i> shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment. 5.2.10 The <i>Contractor</i> shall prepare current <i>As-Built Drawings</i> during the course of the <i>Work</i> , which current <i>As-Built Drawings</i> shall be maintained by the <i>Contractor</i> and made available to the <i>Consultant</i> for review with each application for progress payment. The <i>Consultant</i> may retain a reasonable amount and up to a maximum of the amounts outlined in paragraph 5.4.6, from any progress payment for the value of the <i>As-Built Drawings</i> not presented for review until the <i>As-Built Drawings</i> are presented for review.
SC 34	<u>Delete</u> subparagraph 5.3.1.3 in its entirety and <u>substitute</u> new subparagraph 5.3.1.3: 5.3.1.3 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 or before 28 calendar days after receipt of a Proper Invoice
SC 35	<u>Delete</u> paragraph 5.4.3 in its entirety and <u>substitute</u> new paragraph 5.4.3: 5.4.3 As a precondition to, and immediately prior to, any application being made for the issuance of the certificate of Substantial Performance of the <i>Work</i> , the <i>Contractor</i> , in consultation with, and agreement of, the <i>Consultant</i> , the <i>Project Manager</i> and the <i>Owner</i> , shall establish reasonable dates, and furnish detailed specifics, for finishing the <i>Work</i> and correcting deficiencies.
SC 36	<u>Add</u> new paragraphs 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8 and 5.4.9: 5.4.4 Within 7 calendar days of receiving a copy of the certificate of <i>Substantial Performance of the Work</i> signed by the <i>Consultant</i> , the <i>Contractor</i> shall publish a copy of the

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	<p>certificate in a construction trade newspaper (as that term is defined in the <i>Construction Lien Act</i>) and shall provide to the <i>Consultant</i> and the <i>Owner</i> the date of publication and the name of the construction trade newspaper in which the publication occurred. If the <i>Contractor</i> fails to comply with this provision, the <i>Owner</i> may publish a copy of the certificate and charge the <i>Contractor</i> with the costs so incurred.</p> <p>5.4.5 <i>Prior</i> to submitting its written application for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i> all:</p> <ul style="list-style-type: none"> .1 guarantees; .2 warranties; .3 certificates; .4 testing and balancing reports; .5 distribution system diagrams; .6 spare parts; .7 maintenance manuals; .8 samples; .9 existing reports and correspondence from authorities having jurisdiction in the <i>Place of the Work</i>; .10 shop drawings; .11 completed As-Built Drawings; .12 inspection certificates <p>and other materials or documentation required to be submitted under the <i>Contract</i>, together with written proof acceptable to the <i>Owner</i> and the <i>Consultant</i> that the <i>Work</i> has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the <i>Place of the Work</i>.</p> <p>5.4.6 Where the <i>Contractor</i> is unable to deliver the documents and materials described in paragraph 5.4.5, then, provided that none of the missing documents and materials interferes with the use and occupancy of the <i>Project</i> in a material way, the failure to deliver shall not be grounds for the <i>Consultant</i> to refuse to certify <i>Substantial Performance of the Work</i>. If the <i>Contractor</i> fails to deliver any of the documents or materials required described in paragraph 5.4.5 the <i>Consultant</i> shall retain from payments otherwise owing to the <i>Contractor</i> under this <i>Contract</i> the amount described in paragraph 5.4.7 and retain such amount until such documents and materials are delivered.</p> <p>5.4.7 The amount to be retained by the <i>Consultant</i> as contemplated in subparagraphs 5.2.10 and 5.4.6 is as follows:</p> <ul style="list-style-type: none"> .1 where the <i>Contract Price</i> is greater than \$35,000,000 and less than \$50,000,000, the amount to be retained is \$50,000. <p>5.4.8 Should the <i>As-Built Drawings</i> not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.5 by the earlier of 60 days following publication of the certificate of Substantial Performance of the Work and the submission of the <i>Contractor's</i> application for final payment under paragraph 5.7.1 of General Condition 5.7 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.2.10 or 5.4.7 may be used by the <i>Owner</i> to defray the cost of preparing or replacing the documents or materials, or <i>As-Built Drawings</i> which the <i>Contractor</i> failed to deliver.</p>

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	<p>5.4.9 Together with the submission of its written application for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i> and to the <i>Owner</i> a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the <i>Contractor</i> and any <i>Subcontractor</i> or <i>Supplier</i>, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the <i>Contractor</i> and the <i>Owner</i>, and this disclosure shall, at a minimum:</p> <ol style="list-style-type: none"> .1 identify the parties involved; .2 identify the dollar amount in dispute; .3 provide a brief statement summarizing the position of each party; .4 include copies of any correspondence or documents in support of either party's position; .5 include copies of any documents of any court or arbitration process related to the matter; .6 identify the dispute or claim between the <i>Contractor</i> and the <i>Owner</i> to which the matter relates; and .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter. <p>The disclosure requirements detailed herein are of a continuing nature and survive completion of the <i>Work</i>. Accordingly, the <i>Contractor</i> shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available.</p>
SC 37	<p><u>Add</u> new subparagraph 5.5.1.3: 5.5.1.3 submit a statement that no written notices of lien have been received by it.</p>
SC 38	<p><u>Delete</u> from line 1 of paragraph 5.5.2, the words, "the statement" and <u>substitute</u> the words: "the documents".</p>
SC 39	<p><u>Delete</u> paragraph 5.5.3 in its entirety.</p>
SC 40	<p><u>Delete</u> paragraph 5.7.1 in its entirety and <u>substitute</u> new paragraph 5.7.1: 5.7.1 When the <i>Contractor</i> considers that the <i>Work</i> is completed, the <i>Contractor</i> shall submit an application for final payment. The <i>Contractor's</i> application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 and any outstanding and undelivered <i>As-Built Drawings</i>. Except where the <i>Owner</i> has exercised its rights pursuant to paragraph 5.4.8 and acquired or prepared the outstanding documents and materials and <i>As-Built Drawings</i>, the <i>Contractor</i> shall not be entitled to final payment until all of the undelivered documents and materials and <i>As-Built Drawings</i> have been delivered to the <i>Owner</i>.</p>
SC 41	<p><u>Delete</u> from the first line of paragraph 5.7.2 the words, "calendar days" and <u>substitute</u> the words: "Working Days".</p>
SC 42	<p><u>Delete</u> from paragraph 5.7.4 the words, "calendar days" and <u>substitute</u> the words: "Working Days".</p>
SC 43	<p><u>Add</u> new paragraph 5.7.5: 5.7.5 Prior to the release of the finishing holdback provided for under the <i>Construction Act</i>, the <i>Contractor</i> shall submit:</p> <ol style="list-style-type: none"> .1 <i>Contractor's</i> written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;

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	.2 a Statutory Declaration CCDC 9A-2001; .3 a final Workplace Safety & Insurance Board Clearance of Certificate.
SC 44	Add the following to paragraph 6.1.2: “All such changes require approval by a representative of the <i>Owner</i> with proper signing authority.”
SC 45	<p><u>Add</u> the following paragraphs:</p> <p>6.1.3 Unit prices included in the Contract, or prices pro rata thereto, will be used in the first instance in pricing changes.</p> <p>6.1.4 Where work is added pursuant to GC 6.2 Change Order or GC 6.3 <i>Change Directive</i>, the <i>Contract Price</i> shall be increased only by the net actual value of the work added including taxes, but excluding <i>Value Added Taxes</i>, plus the following, identified and applied separately:</p> <p>.1 <i>Contractor’s</i> mark-up on work by its own forces: Overhead: 7% Profit: 5%</p> <p>.2 <i>Contractor’s</i> mark-up on <i>Subcontractor’s</i> work: Overhead: 5% Profit: 5%</p> <p>.3 <i>Subcontractor’s</i> mark-up on its own work: Overhead: 7% Profit: 5%</p> <p>6.1.5 “Overhead” percentage identified above includes without limitations all site and head office costs including head office personnel, insurance and bonding, traveling costs, financing costs including hold back; the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the Work; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and licences and permits, except when these are special for particular item or work as well as any delay claims.</p> <p>6.1.6 Labour costs shall be the actual, prevailing rates at the Place of Work paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.</p> <p>6.1.7 Quotations for changes to the Work shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from Subcontractors and Suppliers.</p> <p>6.1.8 Unit and Alternative Prices included in the Contract include Supply, Installation, Products, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.</p> <p>6.1.9 The <i>Owner</i>, through the <i>Consultant</i>, reserves the right to authorize payment for changes in the Work by means of Cash Allowance Disbursement Authorizations.</p> <p>6.1.10 When both additions and deletions covering related work or substitutions are involved in a change to the Work, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the Work.</p>

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	6.1.11 If any change or deviation in, or omission from the Work is made by which the amount of Work to be performed is decreased, or if the whole or a portion of the Work is dispensed with, no compensation is claimable by the <i>Contractor</i> for any loss of anticipated profit in respect thereof.
SC 46	<p><u>Delete</u> paragraph 6.2.1 in its entirety and <u>substitute</u> new paragraph 6.2.1:</p> <p>6.2.1 When a change in the <i>Work</i> is proposed or required by the Owner, the <i>Consultant</i> shall provide the <i>Contractor</i> with written description of the proposed change in the <i>Work</i> as <i>approved by the Owner</i>. The <i>Contractor</i> shall promptly present, in a form acceptable to the <i>Consultant</i>, a method of adjustment or an amount of adjustment for the <i>Contract Price</i>, if any, and the adjustment in the <i>Contract Time</i>, if any, for the proposed change in the <i>Work</i>. The <i>Contractor</i> shall also provide the following:</p> <ul style="list-style-type: none"> .1 The method of adjustment or an amount of adjustment for the <i>Contract Price</i>, if any, and the adjustment in the <i>Contract Time</i>, from the <i>Subcontractors</i> on the <i>Subcontractors'</i> letterhead. .2 Quotations submitted by the <i>Subcontractors</i> and the <i>Contractor</i> shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.”
SC 47	<u>Delete</u> from line 1 of Paragraph 6.2.2 “or to the method to be used to determine the adjustments”.
SC 48	Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads “The adjustment to the <i>Contract Price</i> for a change carried out by way of <i>Change Directive</i> shall be determined on the basis of the costs of the <i>Contractor's</i> actual expenditures and savings attributable to the <i>Change Directive</i> valued in accordance with paragraph 6.3.7 and paragraph 6.1.4”
SC 49	<u>Delete</u> subparagraph 6.3.7.1(1) and replace it with: “(1) carrying out the <i>Work</i> , including necessary supervisory services;”
SC 50	<u>Delete</u> subparagraph 6.3.7.1(2) and replace it with: “(2) intentionally left blank.”
SC 51	Amend subparagraph 6.3.7.1(3) so that, as amended, it reads: “(3) engaged in the preparation of <i>Shop Drawings</i> , fabrication drawings, coordination drawings and <i>As-Built Drawings</i> : or...”
SC 52	<u>Amend</u> subparagraph 6.3.7.1(4) so that, as amended, it reads: “(4) including clerical staff engaged in processing changes in the <i>Work</i> .”
SC 53	<p><u>Add</u> new paragraph 6.4.5:</p> <p>6.4.5 If the <i>Contractor</i> was given access to the <i>Place of the Work</i> prior to the submission of the bid on which the <i>Contract</i> was awarded, then the <i>Contractor</i> confirms that it carefully investigated the <i>Place of the Work</i> and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the <i>Contractor</i> is not entitled to an adjustment to the <i>Contract Price</i> 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, or which could have been reasonably inferred from the material provided with the <i>Contract Documents</i>. In those circumstances, should a claim arise, the <i>Contractor</i> will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of</p>

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	restrictions placed on its access or inferred the existence of the conditions from the material provided with the <i>Contract Documents</i> .
SC 54	<u>Delete</u> the period at the end of paragraph 6.5.1, and <u>substitute</u> the following words: “, but excluding any consequential, indirect or special damages.”
SC 55	<u>Delete</u> the period at the end of paragraph 6.5.2, and <u>substitute</u> the following words: “, but excluding any consequential, indirect or special damages. This GC 6.5.2, does not apply to a stop work order issued, required or attributable to laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.”
SC 56	Add the following after GC 6.5.3.4: “or 5. a COVID-19 Change,”
SC 57	<u>Add</u> new paragraph 6.5.6. 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 directly or indirectly employed or engaged by the <i>Contractor</i> , or by any cause within the <i>Contractor’s</i> control, then the <i>Contract Time</i> may 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 the result of such delay, including, but not limited to, the cost of all additional services required by the <i>Owner</i> from the <i>Consultant</i> or any subconsultants, project managers, or others employed or engaged by the <i>Owner</i> in respect of the additional <i>Contract Time</i> .
SC 58	Add the following after GC 6.6.6: “6.6.7 Notwithstanding GC 6.5.2 and GC 6.5.3, the <i>Contractor</i> may claim for the reasonable costs incurred by the <i>Contractor</i> as the result of a COVID-19 Change including costs arising from a stop work order issued, required or attributable to laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing. Reasonable costs include: <ol style="list-style-type: none"> 1. the net actual incremental cost of the <i>Contractor’s</i> labour and payroll burden after any governmental support programs, 2. the net actual change in cost of materials related to changes in exchange rate and duties based on quotes received at the time of bidding as compared to actual invoices with appropriate documentation, 3. the cost of demobilization, 4. the cost to secure the job site, 5. the cost of secure storage for materials, 6. standby charges not exceeding 10 Working Days in the aggregate, or as may otherwise be pre-approved in writing by the <i>Owner</i>. 6.6.8 For greater certainty, the reasonable costs incurred by the <i>Contractor</i> as a result of a COVID-19 Change shall not include: <ol style="list-style-type: none"> .1 the <i>Contractor’s</i> head office personnel and overhead costs, .2 the <i>Contractor’s</i> profit, .3 markup on costs, .4 administration costs, .5 standby charges (except as allowed pursuant to GC 6.6.7.6), ”

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	<p>.6 the cost of rental equipment that can be returned except as agreed in writing by the <i>Owner</i>,</p> <p>.7 costs incurred by Subcontractors,</p> <p>.8 any consequential, indirect or special damages,</p> <p>.9 any loss of profit or opportunity costs and damages, both direct and indirect,</p> <p>.10 arising from or caused by such delay, and regardless of whether any such costs, damages or claims are made or incurred by the <i>Contractor</i> or any Subcontractor.”</p> <p>6.6.9 Notwithstanding GC 6.6.3 and GC 6.6.4, for claims related to COVID-19 Changes the following apply:</p> <p>.1 The detailed account of the amount claimed required under GC 6.6.3 shall be submitted to the <i>Consultant</i> within ten (10) Working Days of the commencement of COVID-19 Change.</p> <p>.2 The further interim accounts required under GC 6.6.4 shall be provided at the end of each month of a continuing delay.</p> <p>.3 Any claim associated with re-starting the Work is to be quantified within thirty (30) days of such time that authorization to re-commence the Work has been provided.”</p>
SC 59	<u>Delete</u> paragraph 7.2.2 in its entirety.
SC 60	<u>Delete</u> subparagraph 7.2.3.1 in its entirety.
SC 61	<u>Delete</u> subparagraph 7.2.3.3 in its entirety and <u>substitute</u> new subparagraph 7.2.3.3: 7.2.3.3 the <i>Owner</i> fails to pay the <i>Contractor</i> when due the amount certified by the <i>Consultant</i> or awarded by arbitration or a court, except where the <i>Owner</i> has a bona fide claim for set off, or
SC 62	<u>Delete</u> from subparagraph 7.2.3.4, the words: ", except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"
SC 63	<u>Delete</u> last sentence of 8.1.3 and <u>substitute</u> the following sentence: "If it is subsequently determined that such instructions were at variance with the <i>Contract Documents</i> , the <i>Owner</i> shall pay the <i>Contractor</i> costs incurred by the <i>Contractor</i> in carrying out such instructions which the <i>Contractor</i> was required to do beyond the requirements of the <i>Contract Documents</i> , including costs resulting from interruption of the <i>Work</i> ."
SC 64	<p>Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14.</p> <p>8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the <i>Owner</i> and the <i>Contractor</i> shall give the <i>Consultant</i> a written notice containing:</p> <p>a) a copy of the notice of arbitration</p> <p>b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this <i>Contract</i>, and;</p> <p>c) any claims or issues which the <i>Contractor</i> or the <i>Owner</i>, as the case may be, wishes to raise in relation to the <i>Consultant</i> arising out of the issues in dispute in the arbitration</p> <p>8.2.10 The <i>Owner</i> and the <i>Contractor</i> agree that the <i>Consultant</i> may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the <i>Consultant</i>:</p> <p>a) has a vested or contingent financial interest in the outcome of the arbitration;</p>

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	<p>b) gives the notice of election to the <i>Owner</i> and the <i>Contractor</i> before the arbitrator is appointed;</p> <p>c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,</p> <p>d) agrees to be bound by the arbitral award made in the arbitration.</p> <p>8.2.11 If an election is made under paragraph 8.2.10, the <i>Consultant</i> may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.</p> <p>8.2.12 The arbitrator in the arbitration in which the <i>Consultant</i> has elected under paragraph 8.2.10 to become a full party may:</p> <p>a) on application of the <i>Owner</i> or the <i>Contractor</i>, determine whether the <i>Consultant</i> has satisfied the requirements of paragraph 8.2.10, and;</p> <p>b) make any procedural order considered necessary to facilitate the addition of the <i>Consultant</i> as a party to the arbitration.</p> <p>8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the <i>Consultant</i> to any sub-consultant;</p> <p>8.2.14 In the event of notice of arbitration given by the <i>Consultant</i> to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.</p>
SC 65	<p>Insert new subparagraph 8.2.15 as follows:</p> <p>8.2.15 As permitted by the Ontario Construction Act 13.5(4), the parties hereby agree that an adjudication under the Ontario Construction Act may address more than one matter.</p>
SC 66	<p><u>Delete</u> subparagraph 9.1.1.1 in its entirety and <u>substitute</u> new subparagraph 9.1.1.1: “9.1.1.1 errors in the <i>Contract Documents</i> which the <i>Contractor</i> could not have discovered applying the standard of care described in paragraph 3.14.1;”</p>
SC 67	<p><u>Delete</u> paragraph 9.1.2 in its entirety and <u>substitute</u> the following new paragraph 9.1.2: “9.1.2 Before commencing any <i>Work</i>, the <i>Contractor</i> shall determine the locations of all underground utilities and structures indicated in or inferable from the <i>Contract Documents</i>, or that are inferable from an inspection of the <i>Place of the Work</i> exercising the degree of care and skill described in paragraph 3.14.1.”</p>
SC 68	<p><u>Add</u> new paragraph 9.1.5: “9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the <i>Contractor</i> shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the <i>Contractor</i>, without first consulting the <i>Owner</i> and receiving written instructions as to the course of action to be followed from either the <i>Owner</i> or the <i>Consultant</i>. Where, however, there is danger to life, the environment, or public safety, the <i>Contractor</i> shall take such emergency action as it deems necessary to remove the danger.”</p>
SC 69	<p><u>Add</u> new paragraph 9.1.6: “9.1.6 The <i>Contractor</i> shall be responsible for securing the <i>Place of Work</i> at all times and shall take all reasonable precautions necessary to protect the <i>Place of Work</i>, its contents, materials (including <i>Owner</i>-supplied materials) and the public from loss or damage during and after working hours. Where the <i>Consultant</i> or the <i>Owner</i> deems</p>

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	the provision of security guard services to be necessary, the <i>Contractor</i> shall provide those services at the <i>Owner's</i> expense."
SC 70	<u>Add</u> new subparagraph 9.2.5.5 9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price
SC 71	<u>Add</u> to paragraph 9.2.6 after the word "responsible", the following new words: "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," <u>Add</u> to paragraph 9.2.8 after the word "responsible", the following new words: "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,"
SC 72	<u>Delete</u> paragraph 9.4.1 in its entirety and <u>substitute</u> new paragraph 9.4.1 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 applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i> .
SC 73	<u>Add</u> new paragraphs 9.4.2, 9.4.3 and 9.4.4: 9.4.2 Prior to the commencement of the <i>Work</i> , the <i>Contractor</i> shall submit to the <i>Owner</i> : .1 a current Workplace Safety & Insurance Board 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 setting out the <i>Contractor's</i> in-house safety programs; .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "constructor" under the <i>Occupational Health and Safety Act</i> . 9.4.3 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i> , its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under the <i>Occupational Health and Safety Act</i> , 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, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages. 9.4.4 The <i>Owner</i> undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the <i>Contractor</i> with respect to occupational health and safety and related matters. Prior to admission to the <i>Place of the Work</i> , the <i>Contractor</i> may, as a

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	<p>condition of admission, require any other contractor or the <i>Owner's</i> own forces to sign a written acknowledgement in the following form:</p> <p><i>Acknowledgement</i> <i>The undersigned acknowledges that the Work it will perform on behalf of the Owner requires it to enter a Place of the Work which is under the total control of a Contractor that has a Contract with the Owner, pursuant to which the Contractor has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the "constructor" under the Occupational Health and Safety Act, as well as responsibility to co-ordinate and schedule the activities of our Work with the Work of the Contractor under its Contract. The undersigned agrees to comply with the Contractor's directions and instructions with respect to health, safety, co-ordination, and scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's Contract with the Owner, as the case may be. The undersigned also agrees to have the Contractor named as an additional insured on any comprehensive liability insurance policy, where such insurance is required.</i></p> <p><i>Name: _____</i> <i>Title: _____</i> <i>Date: _____</i></p>
SC 74	<p>Add to subparagraph 9.5.2.3 immediately before the comma, the following new words: "and as a result of the delay"</p>
SC 75	<p>Add new paragraph 10.1.3: 10.1.3 Where the <i>Owner</i> is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or <i>Value Added Taxes</i> applicable to the <i>Contract</i>, the <i>Contractor</i> shall, at the request of the <i>Owner</i>, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the <i>Owner</i>. The <i>Contractor</i> agrees to endorse over to the <i>Owner</i> any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.</p>
SC 76	<p>Add to the end of paragraph 10.2.4 the following words: "The <i>Contractor</i> shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the <i>Building Code</i>. The <i>Contractor</i> shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern."</p>
SC 77	<p>Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.4.1, the".</p>
SC 78	<p>Delete GC 10.2.7 and replace with the following: "10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction, including COVID-19 Changes, which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.</p>
SC 79	<p>Add to subparagraph 10.4.1 immediately after the first comma, the following new words: "again with each application for progress payment, and"</p>
SC 80	<p>Add to the beginning of subparagraph 10.4.2 the following new words: "The <i>Contractor</i> shall ensure that each <i>Subcontractor</i> complies with the workers' compensation legislation at the <i>Place of the Work</i> and that all <i>Subcontractors</i> purchase</p>

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	worker's compensation coverage, whether or not required to do so under the applicable legislation."
SC 81	<p>Add new paragraph 10.4.3:</p> <p>10.4.3 Where a <i>Subcontractor</i> is not required to participate in the insurance plan provided for under the workers' compensation legislation, the <i>Contractor</i> shall require the <i>Subcontractor</i> to provide a sworn declaration of its exemption as a condition of the <i>Subcontractor's</i> admission to the <i>Place of Work</i>. When requested by the <i>Owner</i>, the <i>Contractor</i> shall require the <i>Subcontractor</i> to provide a letter of exemption under the workers' compensation legislation.</p>
SC 82	<p>Delete GC 11.1.1 and replace with the following: Without restricting the generality of GC 12.1 - INDEMNIFICATION, the <i>Contractor</i> shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:</p> <p>.1 Commercial General Liability insurance 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 insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the <i>Contractor</i> with regard to the <i>Work</i>. Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$20,000,000, within any policy year with respect to completed operations and a deductible of not more than \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 and IBC Form 2320. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:</p> <ol style="list-style-type: none"> a. Name the Owner as an additional insured b. Cross-liability and severability of interest c. Blanket Contractual d. Products and Completed Operations e. Premises and Operations Liability f. Personal Injury Liability g. Contingent Employers Liability h. Work performed on Behalf of the Named Insured by Sub-Contractors i. Broad Form Property Damage j. Firefighting Expenses k. Elevator and Hoist Liability l. Attached Machinery – while loading & unloading <p>Commercial General Liability insurance shall be maintained from the date of commencement of the <i>Work</i> until one year from the date of <i>Substantial Performance of the Work</i>. Liability coverage shall be provided for completed operations hazards from the date of <i>Substantial Performance of the Work</i>, as set out in the certificate of <i>Substantial Performance of the Work</i>, on an ongoing basis for a period of 6 years following <i>Substantial Performance of the Work</i>, and;</p> <ol style="list-style-type: none"> a. If applicable to the construction project described in the Agreement, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. b. To achieve the desired limits, umbrella or excess liability insurance may be used. c. The <i>Owner</i> reserves the right to request, in addition to the Commercial General Liability Insurance coverage, Wrap-up Liability. The Wrap-up Liability policy shall be

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	<p>in the names of the <i>Owner, Contractor, Consultant</i> and all <i>Subcontractors, Architects, Engineers, and any other agents or professionals</i> involved in performing a part or parts of the <i>Work</i>. Limits and coverages shall be in compliance with the provisions outlined above under section GC 11.1.1.1</p> <p>.2 Automobile Liability Insurance from the date of commencement of the <i>Work</i> until one year after the date of <i>Substantial Performance of the Work</i>. Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$10,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the <i>Contractor</i>.</p> <p>.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the <i>Work</i>. Aircraft and Watercraft Liability Insurance, if applicable, the <i>Contractor</i> shall provide and maintain with respect to any non-owned aircraft or watercraft connected to the project, liability insurance in an amount not less than \$5,000,000 advise per occurrence for Third Party Liability including Passenger Hazards.</p> <p>.4 Broad Form Builders' Risk Insurance written in the joint names of the <i>Contractor, Owner, Consultant</i> and <i>Subcontractors</i>, and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall have limits of not less than 1.1 times the Contract Price and the full value as stated in the Agreement. Should the Owner provide any property to be incorporated into the structure, the policy must be endorsed to include the Owner's property. Coverage shall be maintained during the term of the contract and until 10 calendar days after the date of Substantial Performance of the <i>Work</i>. The Builders' Risk shall:</p> <ol style="list-style-type: none"> a. Be endorsed to grant permission to occupy prior to the completion or acceptance of the entire work. b. Not be less than the insurance coverage provided by IBC Forms 4042 and 4047 or their equivalent replacement. c. Include the installation, testing, commissioning and subsequent use of any machinery and equipment including boilers, pressure vessels or vessels under vacuum. d. Apply to all products, labour, equipment and supplies of every nature, the property of the Owner or Contractor or for which the Owner or Contractor may have assumed responsibility (whether on site or in transit), that is to be used in or pertaining to site preparation, erection, fabrication, construction or reconstruction of the structure. e. Be subject to a waiver of coinsurance. f. Include coverage for materials while in transit, awaiting installation or stored at off-site locations. Coverage shall be in an amount equal to the value of the material. g. (on Contractor purchased policies) provide that in the case of a loss or damage payment shall be made to the Owner and the Contractor as their respective interests may appear, the Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurer. When the extent of the loss or damage is determined, the Design Builder shall proceed to restore the <i>Work</i>. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to a reasonable extension of Contract Time <p>.6 The Boiler and Machinery Policy shall be written in the joint names of the <i>Contractor, Owner, Consultant, and Subcontractors</i> and underwritten by an insurer licensed to conduct business in the Province of Ontario. 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>. The policy</p>

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	<p>limit shall equal the replacement value of all permanent or temporary boilers and pressure vessels and other insurable objects forming part of the work. The <i>Contractor</i> may elect to carry the testing, commissioning and subsequent use of these objects under the Boiler and Machinery Policy.</p> <p>.7 Contractors' Equipment Insurance 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>.8 The <i>Contractor</i> shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.</p> <p>.9 The <i>Contractor</i> shall provide and maintain coverage for all equipment used in the project during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the <i>Contractor</i> in the performance of the <i>Work</i>. The coverage will also include rental expense. Coverage is to be carried 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>
SC 83	<p><u>Delete</u> paragraph 11.1.2 in its entirety and <u>substitute</u> new paragraph 11.1.2:</p> <p>11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the <i>Work</i> and upon any 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 and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the <i>Work</i>.</p>
SC 84	<p><u>Add</u> new subparagraph 11.1.9:</p> <p>11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is <u>deleted</u> and <u>replaced</u> with the following: "(including flood, earthquake, testing, and commissioning)".</p>
SC 85	<p>Delete GC 11.2.1 and replace with the following: The <i>Contractor</i> shall provide a 100% Performance and 100% Labour and Material Bond.</p>
SC 86	<p><u>Delete</u> General Condition 12.1 – INDEMNIFICATION in its entirety and <u>substitute</u>:</p> <p>12.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, the <i>Consultant</i>, and their respective agents, appointees, directors, officers and employees from and against claims, demands, losses, expenses, costs, damages, actions, suits or proceedings that arise out of or are attributable to the <i>Contractor's</i> performance of the <i>Contract</i>. Nothing in this paragraph 12.1, shall limit any claim that the <i>Owner</i> may have under the insurance coverage to be provided under General Condition 11.1 - INSURANCE.</p>
SC 87	<p><u>Delete</u> paragraph 12.1.1 and replace with the following:</p> <p>12.1.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, and the <i>Consultant</i>, their directors, officers, agents and employees from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the <i>Contractor</i>, its servants, agents or Subcontractors, in performing the <i>Work</i>. This indemnification shall specifically include, but not be limited to:</p>

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	<p>.1 compliance or non-compliance with the Occupational Health and Safety Act at the Place of the Work and under legislation or ordinances applying to such Work; and</p> <p>.2 fungi and fungal derivatives (mould) directly or indirectly caused by, arising out of, related to, occasioned by or attributable to the Work</p> <p><u>Delete</u> 12.1.2, 12.1.3 and 12.1.4 in their entirety.</p> <p><u>Add</u> the following paragraph 12.1.2:</p> <p>12.1.2 Without limiting the generality of paragraph 12.1.1, the <i>Contractor</i> shall, at its sole expense, assume the defence of any claim against each indemnified party or the conduct of any proceeding brought to enforce any claim against each indemnified party through legal counsel acceptable to the indemnified party. In such event, (i) the <i>Contractor</i> shall prosecute the defence or proceedings in good faith and with due diligence; (ii) the indemnified party shall co-operate and shall be entitled to participate with the <i>Contractor</i> in maintaining such defence or proceedings; and (iii) notwithstanding the <i>Contractor's</i> obligation to indemnify and save harmless the indemnified party, no settlement or admission of liability binding on the indemnified party may be made without its prior written consent, which shall not be unreasonably withheld or delayed. If the <i>Contractor</i> does not participate in or assume the defence of a claim against an indemnified party or the conduct of any proceeding brought to enforce any claim against an indemnified party, then the costs and expenses (including legal fees and disbursements) incurred by the indemnified party to defend the claim or to conduct the proceedings brought to enforce the claim shall be paid by the <i>Contractor</i>. If the parties to the claim include both (i) the <i>Contractor</i>, and (ii) one or more indemnified parties and the representation of both (i) the <i>Contractor</i>, and (ii) one or more of the indemnified parties by the same counsel or other professional advisors would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), then each such indemnified party may elect at any time to assume control of the defence of any claim against it or the conduct of any proceeding brought to enforce any claim against it, but the costs and expenses (including legal fees and disbursements) incurred by that indemnified party shall be paid by the <i>Contractor</i>.</p>
SC 88	<p><u>Add</u> new clause 12.1.1.3.</p> <p>12.1.1. 3. The <i>Contractor</i> shall indemnify and hold harmless the <i>Consultant</i>, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the <i>Contractor's</i> performance of the <i>Contract</i>, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the <i>Contractor</i> or anyone for whose acts the <i>Contractor</i> may be liable, and made in writing within a period of 6 years from the date of <i>Substantial Performance of the Work</i> as set out in the certificate of <i>Substantial Performance of the Work</i>, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the <i>Place of Work</i>.</p>
SC 89	<p><u>Delete</u> the reference to "395 calendar days" in the last line of paragraph 12.2.2 and <u>substitute</u> "120 calendar days".</p>
SC 90	<p><u>Delete</u> the last sentence of subparagraph 12.2.3.4 and <u>substitute</u>: "Substantial defects or deficiencies" mean those defects or deficiencies in the <i>Work</i> where the reasonable cost of repair of such defects or deficiencies, as determined by the Consultant, exceeds:</p>

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	<p>.1 if the <i>Contract Price</i> is \$2 million or less, the sum of \$50,000, before Value Added Taxes;</p> <p>.2 if the <i>Contract Price</i> exceeds \$2 million, the sum of \$100,000, before Value Added Taxes;</p> <p>but, in any event, a defect or deficiency in the <i>Work</i> which affects the <i>Work</i> to such an extent or in such a manner that a significant part or the whole of the <i>Work</i> is unfit for the purpose intended by the <i>Contract Documents</i> shall be deemed to be a “substantial defects or deficiencies” regardless of the cost of repair.</p>
SC 91	Amend paragraph 12.2.5 by adding ",12.2.3.4" immediately after the reference to paragraph 12.2.3.3.
SC 92	Delete from the first line of paragraph 12.3.2 the word, “The” and <u>substitute</u> the words: "Subject to paragraph 3.4.1, the
SC 93	Add new PART 13 as follows: PART 13 OTHER PROVISIONS
SC 94	Add new GC13.1 as follows: GC 13.1 OWNERSHIP OF MATERIALS 13.1.1 All <i>Work</i> and <i>Products</i> delivered to the <i>Place of the Work</i> by the <i>Contractor</i> shall be the property of the <i>Owner</i> . The <i>Contractor</i> shall remove all surplus or rejected materials when notified in writing to do so by the <i>Consultant</i> .
SC 95	Add new GC13.2 as follows: GC 13.2 CONSTRUCTION LIENS 13.2.1 In the event that a claim for lien is registered against the <i>Project</i> by a <i>Subcontractor</i> or <i>Supplier</i> , and provided the <i>Owner</i> has paid all amounts properly owing under the <i>Contract</i> , then the <i>Contractor</i> shall, at its own expense: .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing. 13.2.2 In the event that the <i>Contractor</i> fails to conform with the requirements of paragraph 13.2.1, the <i>Owner</i> may fulfil those requirements without <i>Notice in Writing</i> to the <i>Contractor</i> and set off and deduct from any amount owing to the <i>Contractor</i> , all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the <i>Owner</i> to the <i>Contractor</i> , then the <i>Contractor</i> shall reimburse the <i>Owner</i> for all of the said costs and associated expenses.
SC 96	Add new GC13.3 as follows: 13.3.1 In <i>addition</i> to the obligations assumed by the <i>Contractor</i> pursuant to General Condition 3.7 – SUBCONTRACTORS AND SUPPLIERS, the <i>Contractor</i> agrees to discharge all liabilities incurred by it for labour, materials, services, <i>Subcontractors</i> and <i>Products</i> , used or reasonably required for use in the performance of the <i>Work</i> , except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.
SC 97	Add new GC13.4 as follows: 13.4.1 The <i>Contractor</i> shall maintain and keep accurate <i>Project</i> records (which means all tangible records, documents, computer printouts, electronic information, books, plans,

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	<p><i>Drawings, Specifications, accounts or other information relating to the Work) in its office in accordance with requirements of law, but in any event for not less than 6 years from Substantial Performance of the Work or until all claims have been settled. During this time, the Contractor shall allow the Owner access to the Project records during normal business hours upon the giving of reasonable notice. The Contractor shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the Subcontractors and Suppliers to incorporate them into every level of contract thereunder for any part of the Work.</i></p>
	END OF SUPPLEMENTARY CONDITIONS

END OF SECTION