

**SUPPLEMENTARY CONDITIONS TO THE  
STIPULATED PRICE CONTRACT (CCDC 2-2008)**

These Supplementary Conditions of the Stipulated Price Contract (CCDC 2-2008) (the “**Supplementary Conditions**”) constitute a Contract Document and shall apply to all the Work.

Where any article, paragraph or subparagraph in the Agreement Between Owner and Contractor is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any article, paragraph or subparagraph in the Agreement Between Owner and Contractor is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

The Contract shall constitute the entire and only agreement between the parties hereto relating to the subject matter hereof, superseding any previous agreements or understandings. There are no agreements, understandings or covenants between the parties of any kind, expressed or implied, oral or otherwise, pertaining to the Work which have not been set forth or specified herein. The Contract cannot be modified except by an instrument in writing signed by an authorized representative or representatives, as the case may be, of each party.

If any paragraph or provision of the Contract is held illegal or unenforceable or is otherwise stricken, then any and all remaining paragraphs of the Contract shall remain valid and binding upon the parties. If any covenant set forth herein is found to be illegal or unenforceable, it is the intention of the parties that such covenant shall not thereby be terminated, but shall be deemed amended to the extent necessary to render it valid and enforceable.

The Contractor represents and warrants that: (a) it is competent to perform the Work; (b) it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose; and (c) it has, or will arrange for those Subcontractors used by it to have, the necessary licenses and insurances as so required.

The Contractor shall: (a) carry out the Work in a diligent and efficient manner to the highest industry standard; (b) select and employ on the Work a sufficient number of properly qualified personnel, provide efficient and effective inspection and quality control procedures and provide administration and other support to its employees to the extent necessary to properly carry out the Work; (c) perform the Work in accordance with standards of quality acceptable to the Owner acting reasonably and in full conformity with all the requirements of the Contract; (d) provide effective and efficient supervision to ensure that the quality of workmanship is as stated in the Contract; and (e) comply with rules, regulations and policies established by the Owner from time to time, including, without limitation, the Owner’s Code of Business Conduct and Ethics Policy, which policy is available for access by the Contractor on the Owner’s website, <https://riocan.com/about/corporate-governance/>.

<u>SC#</u>	<u>GC#</u>	<u>Supplementary Conditions</u>
<b>A-3 CONTRACT DOCUMENTS</b>		
SC#1	A-3	Add the following new paragraphs 3.2 and 3.3 to Article A-3 of the Agreement – CONTRACT DOCUMENTS:
	“3.2	If either the Specifications or Procurement Documents provide for more than one improvement to be made under the Contract, and such improvements are to be made to lands that are not contiguous, then, if specified in the Specifications or Procurement Documents and if permitted under the applicable Construction Act, each such improvement is deemed to be made and performed under a separate Construction Contract for the purposes determining Substantial Performance of the Work and completion of the Construction Contract, and for any other

		purpose under the applicable Construction Act, and the relevant provisions of this Contract will be deemed amended accordingly.
	3.3	Paragraph 3.2 will apply to all of the Contractor's contracts with its Subcontractors and Suppliers working on each such improvement on a pass through basis. The Contractor shall include in all of its contracts with Subcontractors and Suppliers (and ensure the same is included in all subcontracts of every tier), as applicable, notice of such deeming of separate contracts for such purposes, and shall ensure that it separates the Work and the supply of Products for each such improvement."
<b>A-5 PAYMENT</b>		
SC#2	5.3:	Delete paragraph 5.3 of Article A-5 of the Agreement – PAYMENT in its entirety and replace with the following:
	"5.3	Interest  .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the greater of one per cent per annum above the bank rate and the minimum rate required under the Construction Act on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
		.2 Interest shall apply at the rate and in the manner prescribed by Section 5.3.1 of this Agreement on the amount of any claim advanced and for which the Contractor is thereafter entitled to payment, either pursuant to Part 8 – Dispute Resolution of the General Conditions, or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid."
<b>A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING</b>		
SC#3	6.1	Add the following new paragraph 6.2 to Article A-6 of the Agreement – NOTICES:
	"6.2	In addition to the addresses, requirements and timelines set out in paragraph 6.1, the following applies:  .1 for the purposes of the prompt payment provisions under the applicable Construction Act, if any, and for the purposes of Part 5 – PAYMENT,  (i) applications for payment and Proper Invoices will be considered given or delivered by the Contractor to the Owner when they are received by the Owner through the Owner's online procurement systems/portal/software, or as otherwise provided for by the Owner in a Notice in Writing delivered to the Contractor; and  (ii) notices of non-payment will be considered to have been given or delivered by the Owner to the Contractor when they have been sent by the Owner and such sending can be verified; and

		<p>.2 for the purposes of adjudication or any notices of a dispute under the applicable Construction Act, any notices, communications or delivery of documents to be given under the applicable Construction Act will:</p> <p>(i) in the case of the Owner, be given by the Contractor to the individuals and locations indicated in the Owner's Notice in Writing delivered to the Contractor prior to the commencement of the Work, with a copy to: Senior Vice-President (Developments), RioCan Management, 2300 Yonge Street, Suite 500, Toronto, Ontario, M4P 1E4, together with an e-mail copy to: <a href="mailto:constructionnotices@riocan.com">constructionnotices@riocan.com</a>; and</p> <p>(ii) in the case of the Contractor, be given by the Owner to individuals and locations indicated in the Contractor's bid submission."</p>
SC#4	Definitions:	<p>Add the following new definitions:</p> <p><b>“Applicable Law.</b> Applicable Law means all public laws, statutes, ordinances, codes, acts, orders, by-laws, rules, regulations, Governmental Consents, binding policies and guidelines, and requirements of all Governmental Authorities, which now or hereafter, may be applicable to and enforceable against the Work or any part thereof, including those relating to employment, zoning, building, life/safety, environment and health.</p>
		<p><b>Construction Act</b> Construction Act means the construction or lien legislation applicable to the Work or the Place of the Work.</p>
		<p><b>Governmental Authority.</b> Governmental Authority means any government, parliament, legislature, regulatory authority, utility, agency, commission, board, court or instrumentality of Canada, the province or the city or any subdivision thereof having jurisdiction over the Owner or the Project.</p>
		<p><b>Governmental Consent.</b> Governmental Consent means any license, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval, or authority to be issued or provided by, or written contract between the Owner and a Governmental Authority.</p>
		<p><b>Owner's Representative.</b> Owner's Representative means any firm or individual engaged by the Owner to monitor the Project on its behalf or to represent it in any other capacity during the construction of the Project. Unless the Owner notifies the Contractor of a change in the Owner's Representative, the Owner's Representative for the Project is: _____</p>
		<p><b>Person.</b> Person includes any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity howsoever designated or constituted.</p>
		<p><b>Procurement Documents.</b> The Procurement Documents are the procurement, tender or bid documents issued by or on behalf of the Owner for this Contract, and include any related request for qualifications, instructions to bidders, request for proposal or bids, or similar tender documents, and any related addenda.</p>

		<p><b>Project Materials.</b> Project Materials has the meaning assigned to that term in paragraph 1.1.9.</p>
		<p><b>Proper Invoice</b> Proper Invoice means an application for payment containing the information that is required for the application for payment to constitute a “proper invoice” under the Construction Act and this Contract, including the following:</p> <ol style="list-style-type: none"> <li>1. all of the information specified to be included in a proper invoice as set out in the Construction Act, and including: <ol style="list-style-type: none"> <li>(i) the Contractor’s name and address;</li> <li>(ii) the date of the application for payment and the period during which the Work was performed;</li> <li>(iii) information identifying the authority, whether in the Contract or otherwise, under which the Work was performed;</li> <li>(iv) a description, including quantity where appropriate, of the Work performed and Products supplied;</li> <li>(v) the amount payable for the Work performed, and the payment terms; and</li> <li>(vi) the name, title, telephone number and mailing address of the person to whom payment is to be sent;</li> </ol> </li> <li>2. an original Statutory Declaration;</li> <li>3. the total amount of expenditures to date and the total estimated expenditures to be made for the remaining balance of the Work;</li> <li>4. satisfactory evidence of good standing under worker's compensation legislation applicable to the Place of the Work as evidenced by a Certificate of Clearance issued by the applicable worker's compensation authority prior to the release of any monthly progress payment;</li> <li>5. any certificates, inspection reports, or data resulting from commissioning and testing required under the Contract Documents confirming the satisfactory completion of such commissioning and testing for completed portions of the Work; and</li> <li>6. any additional information that the Owner or the Consultant may reasonably require.</li> </ol>
		<p><b>Statutory Declaration.</b> The form of the Statutory Declaration to be delivered by the Contractor upon applications for progress payment, release of holdback and final payment is attached to this Contract as Exhibit “2”.</p>
		<p><b>Time Schedule.</b> Time Schedule has the meaning assigned to that term in paragraph 3.5.1.”</p>
SC#5	Definitions:	Delete the definition of “Change Directive” and replace with the following new definition:
		<p><b>Change Directive.</b> Change Directive means an instruction or an authorization (including a field instruction) for a change, which is signed by the Consultant and is issued at the Project site in order to prevent a delay, and is subsequently documented as a Change Order.</p>
<b>GENERAL CONDITIONS</b>		
SC#6	GC-1.1.3:	Add the following sentence at the end of paragraph 1.1.3: “The Contract, including the Contract Documents, constitutes the entire agreement between the Owner and the Contractor with respect to the Work.”

SC#7	GC-1.1.7:	<p>Delete the introduction line to paragraph 1.1.7 and substitute with the following: “In the event of conflicts between the Contract Documents, the following shall apply:</p> <ul style="list-style-type: none"> <li>.1 pre-existing constructed works take precedence over drawing dimensions and details. Prior to fabrication of any item dependent upon accurate dimensions or details of any pre-existing constructed works, the Contractor shall take field measurements of such pre-existing constructed works,</li> <li>.2 figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing,</li> <li>.3 drawings of a later date shall govern over those of an earlier date,</li> <li>.4 detailed drawings shall govern over general drawings, and</li> <li>.5 specifications, finish schedules, legends, and general notes shall govern over drawings and the order of priority of the foregoing, from highest to lowest, shall be: <ul style="list-style-type: none"> <li>(a) specifications;</li> <li>(b) finish schedules;</li> <li>(c) legends; and,</li> <li>(d) general notes.</li> </ul> </li> <li>.6 The order of priority of documents, from highest to lowest, shall be: <ul style="list-style-type: none"> <li>(a) the Agreement between the Owner and the Contractor;</li> <li>(b) the Definitions;</li> <li>(c) the Supplementary General Conditions;</li> <li>(d) the General Conditions; and</li> <li>(e) the Procurement Documents.</li> </ul> </li> </ul> <p>Where certain work is shown on the Drawings but is not described in the Specifications, the Contractor shall include such work in the Contract Price in accordance with a reasonable standard of acceptance based on projects of a similar nature or type. Prior to executing the Work, the Contractor shall draw the matter to the attention of the Consultant.”</p>
SC#8	GC-1.1:	Delete all of paragraphs 1.1.9 to 1.1.10 and replace them with the following as new paragraphs 1.1.9 and 1.1.10:
	“1.1.9	All Drawings and Specifications, computations, sketches, test data, survey results, models, photographs, renderings and other materials prepared by the Contractor in connection with the performance of its obligations under this Agreement (the “ <b>Project Materials</b> ”) shall be the property of the Owner. The Contractor hereby undertakes not to design any other project containing designs which are similar in any material respects with the Project. The Contractor hereby releases the copyright in the Drawings and Specifications and any copyright it might have in any models, plans, designs and copies thereof relating to the Project (to the extent that the same may be used in the Project in favour of the Owner).

	1.1.10	If this Agreement is terminated, the Contractor shall promptly deliver to the Owner a complete set of all Project Materials in the Contractor's possession, including all design documents prepared or obtained by the Contractor together with any pre-design, conceptual design or other studies prepared by the Contractor. If the Contractor fails to comply with its obligations under this paragraph, the owner shall be entitled, in addition to any other remedies to which it may be entitled, to appropriate equitable relief, including the remedy of specific performance as money damages will be an inadequate remedy with respect to the receipt of such Project Materials by the Owner."
SC#9	GC-1.1.11:	Add the following as new paragraph 1.1.11:
	"1.1.11	The Consultant shall furnish to the Contractor without charge, one reproducible set of Drawings and two copies of the Specifications, exclusive of those required by jurisdictional authorities and the executed Contract Documents."
SC#10	GC-1.4.1:	Delete paragraph 1.4.1 and replace it with the following:
		"The Contractor shall not assign the Contract or a portion thereof without the written consent of the Owner, which consent may be arbitrarily withheld for any reason which the Owner, in its uncontrolled discretion, considers sufficient. For greater certainty, the consent of the Contractor will not be required for an assignment by the Owner to an affiliated or related entity. No assignment of the Contract or a portion thereof will relieve the Owner or the Contractor from any obligation under the Contract."
SC#11	GC-1.5 and GC-1.6:	Add the following new General Conditions GC 1.5 – CONFIDENTIALITY and GC 1.6 – OWNER'S REPRESENTATIVE after GC 1.4 – ASSIGNMENT:
	<b>"GC-1.5</b>	<b>CONFIDENTIALITY</b>
	1.5.1	The Owner and the Contractor shall keep confidential all matters respecting technical, commercial and legal issues relating to or arising out of the Work or the performance of the Contract and shall not, without the prior written consent of the other party, disclose such matters, except in strict confidence, to its professional advisors.
	1.5.2	The matters that are subject to the confidentiality requirements of this GC 1.5 – CONFIDENTIALITY shall not include information that: (i) has become generally available to the public other than as a result of a disclosure by the other party or any of its representatives; (ii) was available to the other party or its representatives on a non-confidential basis before the date of this Agreement; or (iii) becomes available to the other party or its representatives on a non-confidential basis from a Person other than the first-mentioned party or any of its representatives who is not, to the knowledge of such other party or its representatives, otherwise bound by confidentiality obligations to such first-mentioned party in respect of such information or otherwise prohibited from transmitting the information to the other party or its representatives.
	<b>GC-1.6</b>	<b>OWNER'S REPRESENTATIVE</b>
	1.6.1	The Owner shall designate an Owner's Representative authorized to act on the Owner's behalf and shall specify in written notice to the Contractor any limits on the representative's authority.
	1.6.2	Subject to any notified limitations in authority, the Contractor may rely upon any written instructions or directions provided by the Owner's Representative.

	1.6.3	The Owner's Representative shall take all reasonable steps to be accessible to the Contractor during performance of the Contract and shall render any necessary decisions or instructions promptly to avoid delay in the performance of the Contract."
SC#12	GC-2.2.7:	Delete the words "Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER," from paragraph 2.2.7 and add the following sentence at the end of the paragraph: "and shall make findings as to the performance thereunder by both parties to the Contract."
SC#13	GC-2.2.19:	Add the following new paragraph 2.2.19 after paragraph 2.2.18:
	"2.2.19	In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract, or of any other matter, it shall not be obligatory upon the Consultant to specify minutely or in detail everything required, nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Consultant, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice."
SC#14	GC 2.4.8	Add new paragraph 2.3.8 as follows:  "2.3.8 On a bi-weekly basis, or as otherwise requested by the Owner, acting reasonably, the Contractor, the Consultant, and the Owner shall meet to discuss progress of the Work and verify certificates for payment as described in paragraph 2.2.5."
SC#15	GC-3.1:	Add the following new paragraphs 3.1.3 to 3.1.7 after paragraph 3.1.2:
	"3.1.3	Time is of the essence of this Contract. The Contractor shall commence the Work on the date first set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK and proceed with the Work in an orderly fashion so as to ensure that the Work is complete by the second date set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.
	3.1.4	The Contractor shall keep the Owner and the Consultant informed of the progress of the Work, on a regular basis (at least weekly) and at any reasonable time the Owner may request. The Contractor shall at all times perform the Work in accordance with the Contract Time.
	3.1.5	The Contractor is solely responsible for the quality of the work and shall undertake any quality control activities specified in the Contract Documents or, if none are specified, as may be reasonably required to ensure such quality.
	3.1.6	The Contractor shall at all times perform the Work required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the Work, and in accordance with the Contract Time and any revisions thereto, in order to maintain the desired development and construction schedule for the Project, and in order not to delay the Work or any Project. The Contractor shall at all times provide sufficient personnel to accomplish its Work within the time limits required by the Owner.
	3.1.7	The Contractor agrees that, notwithstanding anything to the contrary contained in the Contract, it shall fully comply with any policies or procedures of the Owner which are relevant to any activity of the Contractor to be performed under the Contract, provided that they have been made available to the Contractor. The Contractor further agrees that it will use reasonable efforts to inquire from the Owner if such policies or procedures exist for any activity of the Contractor to

		be performed under the Contract. The Owner agrees that it will use reasonable efforts to communicate to the Contractor policies or procedures it may have, relevant to any such activity.”
SC#16	GC-3.2.2:	Delete all of paragraph 3.2.2.2.
SC#17	GC-3.2.3:	Insert the following wording at the end of paragraph 3.2.3.3: “Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies in the work of other contractors or Owner’s own forces.
SC#18	GC-3.2.7:	Add the following as new paragraph 3.2.7 after paragraph 3.2.6:
	“3.2.7	The Owner shall have the right to enter upon and take possession of the Work in whole or in part for the purpose of placing fittings and equipment or for other use before completion of the Contract if such entry and taking of possession does not prevent or interfere with the Contractor’s efforts to complete the Work in the time specified. Such entry and taking of possession shall not be considered as acceptance of the Work nor shall it in any way relieve the Contractor from his responsibilities under the Contract.”
SC#19	GC-3.4.1:	Delete the second and third sentences from paragraph 3.4.1.
SC#20	GC-3.5.1:	Delete the word “monthly” in the second line of paragraph 3.5.1.2 and replace it with “weekly”.
SC#21	GC-3.6.1:	Replace the last sentence with the following: “The appointed representative shall not be removed or replaced without the approval of the Owner, such approval not to be unreasonably withheld, provided that the appointed representative is replaced with an appointed representative of similar qualifications.”  Insert at the end of the paragraph the sentence “The Contractor shall give the Owner and the Consultant ten (10) days written notice prior to changing the appointed representative.”
SC#22	GC-3.6.2:	Delete the words “, except with respect to Article A-6 of the Agreement - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING” from the end of paragraph 3.6.2.
SC#23	GC-3.7.2:	Delete the words “Should the Owner not object” in the third line of paragraph 3.7.2 and replace them with “Upon obtaining the written approval of the Owner”.
SC#24	GC-3.8.4:	Add the following new paragraph 3.8.4 after paragraph 3.8.3:
	“3.8.4	If the Owner specifically requests the Contractor to have work performed at overtime rates in order to complete the Work (or any change in the Work) or any part thereof earlier than the Contractor would otherwise be obliged to finish such Work (or change in the Work) or any part thereof under the Contract Documents, the additional net cost of such overtime (less any savings realized by the Contractor through the earlier completion of the Work) shall be chargeable to the Owner.”
SC#25	GC-3.10.1:	Add the following to the end of the paragraph 3.10.1:  “or as the Consultant may reasonably request. The Contractor shall submit all Drawings in triplicate and in reproducible form. The Contractor shall also provide “as built” Drawings upon completion of the Work.”
SC#26	GC 3.10.7	Insert the words “in a timely manner” following the words “, provided to such authority” and the words “to ensure no delays in the Project Schedule” at the end of paragraph 3.10.7.



SC#27	GC-3.10.8:	Delete the word “applicable” before “field measurements” in paragraph 3.10.8.1.
SC#28	GC 3.14	Add new GC 3.14 – APPLICABLE LAWS as follows:  “GC 3.14 APPLICABLE LAWS  3.14.1 Contractor shall at all times be responsible for obtaining all required approvals for the Work and shall at all times comply with all applicable laws in the performance of its obligations hereunder. Applicable laws shall include any and all applicable domestic, federal, provincial, territorial, regional, municipal or local statutes, laws, by-laws, rules, regulations, codes (including design and building codes), ordinances, permits, decrees, writs, injunctions, orders or the like, of any governmental authority, applicable to the Contractor, or to the performance of the Work.”
SC#29	GC 3.15	Add new GC 3.15 – OPERATIONAL RISKS as follows:  “GC 3.15 OPERATIONAL RISKS  “3.15.1 Before starting Work, the Contractor shall inform itself of the exact locations of all utilities and structures, and once the utilities are located, by the applicable utility company, or once the Contractor discovers, or once a reasonably prudent contractor ought to have discovered, the actual location of the utilities, the Contractor shall be liable for damages to them as a result of any act or omission, whether or not the result of negligence, by those for whom it is responsible, except to the extent that such damages are caused by the Owner’s negligence or wilful misconduct. Unless otherwise specified, the Contractor shall temporarily support or relocate such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the owners of the utilities and structures at the cost of the Owner.”
SC#30	GC-4.1.4:	Replace the words “but not” with the word “and” in the fourth line of paragraph 4.1.4.
SC#31	GC-4.1.8:	Add the following new paragraph 4.1.8 after paragraph 4.1.7:
	“4.1.8	The Consultant may direct the Contractor to bid work for which payment is made from a cash allowance.”
SC#32	GC-5.1:	Replace the heading of “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” with “GC 5.1 ESTIMATES”, and delete GC 5.1 in its entirety and replace it with the following:
	“GC 5.1  5.1.1	<b>ESTIMATES</b>  On the 25th day of each month during the Contract Time, the Contractor will deliver to the Consultant a draft of the Contractor’s proposed application for payment for all of the Work performed by the Contractor in that month, in order to facilitate and expedite payments under GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT, including an estimate of the Work to be performed and Products to be delivered at the date of such application for payment but before the end of that month, and including any reports or certificates confirming the satisfactory completion of any commissioning and testing required by the Contract Documents for any completed part of the Work that the Contractor will include in its application for payment.

	5.1.2	The Contractor shall review with the Consultant and the Owner, at a scheduled time, the draft application for payment and the percentage of the Work completed for each item indicated in the schedule of values. This procedure shall be complied with for each draft application for payment.
	5.1.3	Nothing in paragraph 5.1.2 is intended to condition, pre-condition, prevent or delay the Contractor's right to submit its applications for payment in accordance with this Contract and the Construction Act."
SC#33	GC-5.2:	Delete paragraphs 5.2.1 and 5.2.2, and replace them with the following:
	"5.2.1	Provided that the Contractor has submitted the proposed application in accordance with paragraph 5.1.1, the Contractor shall submit its applications for payment to the Consultant and the Owner monthly as the Work progresses no earlier than the 7 <sup>th</sup> calendar day, and no later than the 12 <sup>th</sup> calendar day, after the end of the month to which the application for payment relates. An application for payment delivered after that time period may be treated by the Owner as an application for payment delivered in respect of the next monthly payment period.
	5.2.2	The Contractor shall ensure that each application for payment for Work complies with the requirements set out in this Contract, and will include as part of it application for payment of all the documents and information required in this Part 5 – PAYMENT and required for a Proper Invoice, including any reports or certificates confirming the satisfactory completion of any commissioning and testing required under the Contract Documents for any completed part of the Work. The Contractor's application for payment will indicate any and all changes, updates or revisions made to the draft application for payment submitted under paragraph 5.1.1. The Owner may, in its discretion, reject any application for payment that does not comply with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT or GC 5.3 – PROGRESS PAYMENT, or the Owner may withhold up to the full amounts otherwise payable in relation to that application for payment until such application for payment includes all of the documents and information required under this Part 5 – PAYMENT and for a Proper Invoice."
SC#34	GC-5.2:	Delete paragraphs 5.2.4 to 5.2.7, and replace them with the following:
	"5.2.4	Before the Contractor submits each application for payment, the Contractor will check the progress of the Work on site to establish the value of the Work performed. If requested by the Consultant or the Owner, the Contractor shall carry out such check with the Consultant or the Owner. It is understood and agreed that no payment shall be claimed for Products stored at the Place of the Work, or elsewhere, unless the Owner shall agree that they have been delivered no earlier than is reasonably required to meet the construction schedule.
	5.2.5	Each Contractor's application for payment shall be in a form prescribed by the Owner and shall contain all of the documents and information required for a Proper Invoice.
	5.2.6	Each Contractor's application for payment shall be supported by invoices, payrolls, equipment rental schedules and such other evidence as the Owner or Consultant shall require to support the application for payment and copies thereof shall be supplied to the Owner by the Contractor upon request. Except for the Contractor's first application for payment, each application shall also be accompanied by such evidence as Owner may require establishing payment and satisfaction by the Contractor of all items with respect to the Work for which the Contractor has been previously paid, such as receipts, Statutory Declarations and releases from Subcontractors and Products Suppliers arising out of or in connection with the Work, and statutory declarations from the Contractor, in such form as may be required by Owner. Upon receipt of a written request from the Owner, the Contractor shall also make available to the Owner the Contractor's files setting forth the addresses of all Subcontractors, labourers and Products Suppliers and the

		names of all labourers involved in the Work, and Owner shall have the right to make and retain copies of the same.
	5.2.7	The Contractor shall submit to the Owner and Consultant at least fourteen (14) days before the first application for payment, a schedule of values of the various parts of the Work, divided so as to facilitate evaluation of applications for payment.
	5.2.8	This schedule shall be made out in such form and supported by such evidence as to its correctness as the Owner or Consultant may direct and when approved by the Owner and Consultant shall be used as the basis for applications for payment, unless it is found to be in error.
	5.2.9	When making application for payment, the Contractor shall submit a statement based upon this schedule which statement shall be made out in such form and supported by such evidence as to its correctness as the Owner or Consultant may direct.”
SC#35	GC-5.3.1.3:	Delete paragraph 5.3.1.3 and replace with the following:
	“3	subject to the certifications set out in the Consultant’s certificate for payment and applicable provisions of the Construction Act, including the delivery of a notice of non-payment under the Construction Act (if applicable in the jurisdiction of the Place of the Work), the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 days after the date that the Consultant or the Owner receives the Contractor’s application for payment and Proper Invoice in accordance with this Contract.”
SC#36	GC-5.3:	Add the following new paragraphs 5.3.2 to 5.3.5 to the end of GC-5.3:
	“5.3.2	The application by the Contractor for a certificate of payment will constitute a representation by the Contractor to the Owner that: (1) the Work has progressed to the point indicated; (2) the quality of the Work is in accordance with the Contract Documents; and (3) the Contractor is entitled to payment under the Contract Documents in the amount certified.
	5.3.3	The Consultant or the Owner may decline to approve an application for payment and may withhold a certificate for payment in whole or in part, to the extent necessary to protect the Owner, if in the Consultant’s opinion the Contractor is unable to make representations to the Owner as provided in paragraph 5.3.2 of this GC 5.3 – PROGRESS PAYMENT. The Consultant or the Owner may also decline to approve any application for payment or, because of subsequently discovered evidence, testing or subsequent inspections, the Consultant or the Owner may provide for a withholding of funds to offset a previous payment made pursuant to any certificate for payment previously issued or the Owner may refuse to make payment, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
		.1 defective work not remedied;
		.2 third party claims filed or reasonable evidence indicating possible filing of such claims;
		.3 failure of the Contractor to make payments promptly to Subcontractors, Suppliers or for labour, Products or equipment;
		.4 damage to work of other contractors; or
		.5 unsatisfactory prosecution of the Work by the Contractor or any Subcontractor.

	5.3.4	No payment made by the Owner under this Contract nor any partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of any portion of the Work or any Products which are not in accordance with the requirements of the Contract Documents.
	5.3.5	If the Owner has reasonable grounds for believing that any amount included in previous applications for payment of the Contractor or paid to the Contractor by the Owner has not been paid to Subcontractors, Suppliers or other third parties to whom such amounts are due, then the Owner may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is provided to the Owner by the Contractor.”
SC#37	GC-5.4:	Add the following at the beginning of paragraph 5.4.1:
	“5.4.1	Subject to paragraph 3.2 and 3.3 of Article A-3 – CONTRACT DOCUMENTS,”
SC#38	GC-5.4:	Add the following new paragraphs 5.4.4 to 5.4.5 at the end of GC-5.4:
	“5.4.4	The Contractor shall submit, with the written application for a certificate of Substantial Performance of the Work, all guarantees, warranties, and certificates, distribution system diagrams, (any spare parts or materials left over to the Contractor and required by Owner), and any other materials or documentation required to be submitted under the Contract, together with written proof, acceptable to Owner and Consultant, that the Work has been substantially performed in conformity with the requirements of the municipal or governmental authorities and utilities having jurisdiction.
	5.4.5	The acceptance by the Contractor of the certificate of Substantial Performance of the Work, or the acceptance of a certificate by a Subcontractor or for any payment due thereunder shall constitute a waiver by either the Contractor, or the Subcontractor, as the case may be, of all claims whatsoever against the Owner under this Contract or any trade contract whether for a change in the Contract Price, extension of Contract Time, or otherwise, except those made in writing prior to the Contractor’s application for payment upon Substantial Performance of the Work and still unsettled.”
SC#39	GC-5.5.1:	Delete paragraph 5.5.1.1 and replace with the following:
	“.1	submit an application for payment of the holdback amount containing all of the information and documents required of a Proper Invoice, a complete list of deficiencies and including all final reports and certificates confirming satisfactory completion of all commissioning and testing required by the Contract Documents, to the extent applicable, and all manuals, as-built drawings and other turnover documents required under the Contract Documents.”
SC#40	GC-5.5.2:	Replace the words “statement as provided in paragraph 5.5.1” in paragraph 5.5.2 with “Statutory Declaration”.
SC#41	GC-5.5:	Delete and replace paragraph 5.5.3 with the following:

	“5.5.3	Notwithstanding the foregoing, if the Contractor has not provided the documents required by the General Conditions by the 30th day after the publication of the certificate of Substantial Performance of the Work (or the completion of the Work, whichever is earlier), the Owner, at its discretion, shall be entitled to withhold an amount equal to up to the full amount of statutory holdback as security for the Contractor’s delivery of the outstanding document(s) and information. In the event of a withholding under this paragraph 5.5.3, the Owner shall pay the withheld amount to the Contractor upon the Contractor’s delivery of such documents and information.”
SC#42	GC-5.5.4:	Delete “the holdback amount authorized by the certificate for payment of the holdback amount” and replace with “the statutory holdback amount and any other holdback amount authorized by the certificate for payment of the holdback, subject to the delivery by the Owner of a notice of non-payment under the Construction Act”.
SC#43	GC-5.5.6:  “5.5.6	Add the following as new paragraph 5.5.6:  If the Work includes more than one improvement to be made under the Contract, and such improvements are deemed to be made and performed under separate contracts pursuant to the Procurement Documents or the Specifications, and paragraphs 3.2 and 3.3 of Article A-3 – CONTRACT DOCUMENTS, then, pursuant to the Construction Act, the Owner shall release holdback in accordance with this GC 5.5 upon the issuance of a certificate of Substantial Performance of the Work for each such improvement.”
SC#44	GC-5.7.1:	Delete paragraph 5.7.1 and replace it with the following:
	“5.7.1	When the Contractor considers that the Work is completed (as defined in the applicable Construction Act), the Contractor shall submit an application for final payment containing all of the documents and information required under the Contract or for a Proper Invoice and including all final reports and certificates confirming satisfactory completion of all required commissioning and testing, to the extent applicable.”
SC#45	GC-5.7.4:	Delete paragraph 5.7.4 and replace it with the following new paragraphs 5.7.4 and 5.7.5:
	“5.7.4	Subject to the provisions of paragraph 10.4.1 of the GC 10.4 – WORKERS COMPENSATION, the delivery of a notice of non-payment by the Owner (if required under the applicable Construction Act), and any lien legislation applicable to the Place of the Work, the Owner shall, no later than 28 calendar days after the issuance of a final certificate for payment, pay the Contractor as provided in Article A-5 of the Agreement – PAYMENT.”

	“5.7.5	The Contractor shall submit, with the application for final payment upon total completion, a Statutory Declaration and a written statement that the Work has been performed to the requirements of the Contract Documents, and itemizing approved changes in the Work and Consultant’s written instructions and modifications indicated by the authorities having jurisdiction and such other materials or documentation as may be required to be submitted under the Contract Documents.”
	GC 5.10	<p>Add new GC 5.10 - LIENS as follows:</p> <p>“GG 5.10 LIENS</p> <p>5.10.1 Notwithstanding anything else in this GC 5, the Owner shall not be obligated to issue a certificate for payment in accordance with the Contract, and the Owner shall not be obligated to make payment to the Contractor, if at the time such certificate or payment was otherwise due:</p> <p>(i) a claim for lien has been registered against the Project site;</p> <p>(ii) the Owner has received a written notice of lien, or</p> <p>(iii) the Owner reasonably believes that any party may retain or has retained any right, title or interest to Products or materials in respect of which an application for payment has been made including, without limitation, a claim under the Personal Property Security Act (Ontario) or similar legislation applicable to the Place of the Work, a lien, attachment or secured claim.</p> <p>For clarity, the Owner’s entitlement to withhold payment to the Contractor pursuant to this paragraph 5.10 shall be limited to claims for liens registered by the Subcontractors, Suppliers and those for whom the Contractor is otherwise responsible.”</p>
SC#46	GC-6.1.2:	Delete all of paragraph 6.1.2 and replace it with the following new paragraphs 6.1.2 and 6.1.3:
	“6.1.2	No Changes in the Work shall proceed without a written Change Order or Change Directive signed by the Owner and no claim for any change in the Contract Price or for any extension or alteration of the Contract Time shall be valid except as shown on the Change Order or Change Directive, as the case may be. This requirement is of the essence and it is the express intention of the parties hereto that any claims for a change in the Contract Price shall be based, and that the Contract Time shall be altered, only upon strict compliance with the requirements of GC 6 - CHANGES IN THE WORK. Accordingly, no course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for payment under this Contract or any extension of the Contract Time without a Change Order or Change Directive.
	6.1.3	If any change or deviation in, or omission from the Work is made by which the amount of work to be done is decreased, or if the whole or a portion of the work is dispensed with, no compensation is claimable by the Contractor or any Subcontractor for any loss of anticipated profit in respect thereof.”
SC#47	GC-6.3:	Delete all of paragraphs 6.3.2 and 6.3.3.
SC#48	GC-6.3.6:	Change the wording “without” in paragraph 6.3.6.2 to “with.”

		Add the following new paragraph 6.3.6.4 after paragraph 6.3.6.3:
	“6.3.6.4	Upon receipt of a Change Directive, the Contractor shall provide the Owner a non-binding written estimate of the costs associated with the related change in the Work within two (2) days of receiving any such Change Directive.”
SC#49	GC-6.3.14:	Add the following as new paragraph 6.3.14 after paragraph 6.3.13:
	“6.3.14	Notwithstanding anything in this Contract to the contrary, the Owner, without invalidating the Contract, may make minor adjustments in the Work consistent with the intent of the Contract Documents by delivering a Change Directive. Such adjustments in the Work shall not involve adjustment to the Contract Price or the Contract Time if they are within the general scope of the Work, if the Change Directive indicates that no adjustment shall be made to the Contract Price or the Contract Time as a result thereof and if such minor adjustments are reasonably inferable in the Contract Documents even though not expressly included.”
SC#50	GC-6.4.5:	Add the following new paragraph 6.4.5 after paragraph 6.4.4:
	“6.4.5	Notwithstanding anything in the Contract to the contrary, the Contractor has investigated for itself the character of the Work and of all local conditions which might affect its obligations and has satisfied itself as to the nature and extent of the Work to be done under the Contract Documents and as to the facilities and difficulties attending the execution of the Work, including subsurface conditions. Notwithstanding anything in the Contract to the contrary, to the extent the Contractor has not so investigated, it is willing to assume and does hereby assume responsibility for all loss and damage from any cause whatsoever which such an investigation might have avoided and agrees to indemnify the Owner from all risk thereof and of conditions arising and developing in the course of the Work which might make it more onerous and more expensive to fulfil or perform than was contemplated or known when this Contract was signed. Notwithstanding anything in the Contract to the contrary, the Contractor acknowledges and declares that in entering into this Contract it did not and does not rely upon the information furnished by the Owner, its officers and employees and the Contractor confirms its understanding and awareness that any information from such source or sources was approximate and speculative only and was and is not in any manner guaranteed by the Owner.”
SC#51	GC-6.5.1:	Add after the words “provisions of the Contract Documents” the following: “and provided the Contractor has given the Owner Notice in Writing in a timely fashion of the action or omission that has given rise to such delay”.
SC#52	GC-6.5.3:	Immediately after the words “labour disputes” in paragraph 6.5.3.1, delete the words “, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractor’s association, of which the Contractor is a member or to which the Contractor is otherwise bound)” and replace them with the words “that do not involve the Contractor or that are decreed for its members by a recognized contractor’s association of which the Contractor is a member or to which the Contractor is otherwise bound (subject to paragraphs 6.5.4 and 6.5.5).”  Delete paragraph 6.5.3.3 in its entirety.  Delete end of the last sentence in 6.5.3 after the word “Owner”, namely: “Consultant, or anyone employed or engaged by them directly or indirectly”.
SC#53	GC-6.5.4:	Insert the words “and the Owner” following the words “given to the Consultant” and replace “10 Working Days” with “3 Working Days”.

SC#54	GC 6.5.5	Delete this paragraph in its entirety.
SC#55	GC-6.5.6:	Add the following new paragraphs 6.5.6 to 6.5.8 after paragraph 6.5.5:
	“6.5.6	No extension shall be made for delay arising from a labour dispute that is decreed for its members by a recognized contractor’s association of which the Contractor is a member or to which the Contractor is otherwise bound if the Contractor, before entering into this Contract or commencing the Work, had or should have had knowledge that or a reasonable grounds for believing that the Work would be delayed by such a labour dispute and did not so inform the Owner.
	6.5.7	If there is a delay in the performance of any portion of the Work, the Contractor shall use its reasonable best efforts to re-arrange and re-schedule the Work so as to minimize the ultimate delay in the completion of the Work. The Contractor shall be responsible for the care, maintenance and protection of the Work in the event of any shutdown. The Contractor will co-operate with the Owner and the Consultant to avoid labour complications.
	6.5.8	Any adjustment to the Contract Time and the Contract Price required as a result of GC 6.5 - DELAYS shall be made as provided in GC 6.1 - OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.”
SC#56	GC-7.1.4:	Add the following words after the words “subsequently agreed in writing by the parties,”:
		“or if the Contractor is delayed for 180 days or longer in the performance of the Work and notwithstanding anything else herein provided,”.
SC#57	GC-7.1.7:	Add the following new paragraph 7.1.7 after paragraph 7.1.6:
	“7.1.7	In addition to the rights set out in GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT, if the Owner has reasonable grounds for believing and does believe that the Contractor will not fulfill his contractual obligations hereunder, then the Owner shall also be entitled, on the giving of seven (7) days’ Notice in Writing, to terminate the Contractor’s right to continue with the Work in whole or in part or terminate the Contract, and in such event the Contractor shall be entitled to be paid for all work performed to the date of termination and the Contractor shall, at the request of the Owner, assign to the Owner all of its rights under any Subcontracts that the Owner may specify and the Owner shall thereafter assume all obligations under such Subcontracts.”
SC#58	GC-7.2.3:	Delete the following wording from paragraph 7.2.3.4: “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,”.
SC#59	GC 8.2:	Add the following new paragraphs 8.2.9 and 8.2.10 after 8.2.8:
	“8.2.9	Notwithstanding anything else in this Contract, in the event of a dispute relating to payment arising prior to the completion of the Work, the parties may adjudicate such dispute in accordance with the Construction Act. If the Contractor issues a notice of adjudication to the Owner, it will include with such notice a description of the reasons for its dispute that includes a reference to the applicable application for payment and Proper Invoice, all Notices in Writing demanding payment, authority for the claim under the Contract (including copies of any applicable Change Order, Change Directive, requests for any related change, and written approval of any related change).



	8.2.10	The parties acknowledge and agree that the adjudication of a payment dispute in accordance with the Construction Act will not stay, pause, withdraw, terminate, discontinue, or prejudice any mediation, arbitration, or court proceeding that relates to the same matter and that was commenced prior to the delivery of a notice of adjudication under the Construction Act, unless the parties otherwise agree in writing.”
SC#60	GC 8.3.1	<p>Replace paragraphs 8.3.1 with the following:</p> <p>“8.3.1 For any dispute, neither Party may suspend the performance of its obligations under the Contract, including remedying any material breach under GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT, while the Parties are following for that dispute the dispute resolution procedures contemplated under the Contract. Notwithstanding the preceding sentence, and without prejudice to paragraph 2.4.3 of GC 2.4 – DEFECTIVE WORK, the Owner may, acting reasonably, withhold payment of disputed amounts in invoices while the parties are making efforts to resolve the dispute over those amounts. The Owner will pay these amounts promptly after the dispute is resolved, to the extent it is resolved in the Contractor’s favour.</p> <p>8.3.2 The Contractor may suspend the Work if a dispute relates to Work that must be performed before additional Work can be performed, as appropriate, to protect public health and safety or the environment, or as otherwise authorized in the Contract Documents.”</p>
SC#61	GC 8.3.2	Renumber paragraph 8.3.2 as paragraph 8.3.3.
SC#62	GC-9.1.5:	Add the following new paragraph 9.1.5 to the end of GC-9.1:
	“9.1.5	If the Contractor has caused damage to the work of another contractor on the Project, the Contractor agrees upon due notice to settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor’s expense. The Contractor shall satisfy a final order or judgment against the Owner and pay the costs incurred by the Owner arising from such action.”
SC#63	GC-9.2.7:	Delete paragraph 9.2.7.4.
SC#64	GC-9.2.8:	Add the following language after the word “Owner” in paragraph 9.2.8.4: “ and the Consultant, their agents and employees,”.
SC#65	GC-9.2.10:	Add the following new paragraph 9.2.10 after paragraph 9.2.9:
	“9.2.10	The Contractor shall indemnify and hold harmless the Owner, Consultant, other consultants, Subcontractors, Suppliers and their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were brought onto or made at the Place of the Work after the Contractor commenced the Work. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.”
SC#66	GC-9.4.1:	Delete the following from paragraph 9.4.1: “Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS,”.

SC#67	GC-9.4:	Add the following new paragraph 9.4.2 after paragraph 9.4.1:
		<p>Add new paragraphs 9.4.2, 9.4.3 and 9.4.4 as follows:</p> <p>"9.4.2 The Contractor agrees, in addition to the obligations set forth elsewhere in the Contract, to comply with all applicable legislation, rules, regulations and practices pertaining to employment standards, human rights, occupational health and safety, labour relations, workers' compensation, pay equity and employment equity and all other legislation applicable to its employees. The Contractor will ensure that all of its employees and all of the employees of any Subcontractor and any agent of the Contractor are covered by worker's compensation insurance or other similar legislative compensation scheme in force at the Place of the Work.</p> <p>9.4.3 Prior to the commencement of the Work, the Contractor shall submit to the Owner:</p> <ol style="list-style-type: none"> <li>.1 a current Workplace Safety &amp; Insurance Board Clearance Certificate if the Project is in Ontario, or equivalent documentation in other jurisdictions;</li> <li>.2 copies of the Contractor's insurance policies having application to the Project or certificates of insurance, at the option of the Owner;</li> <li>.3 documentation setting out the Contractor's in-house safety programs;</li> <li>.4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "constructor" under the Occupational Health and Safety Act if the Project is in Ontario, or equivalent documentation in other jurisdictions.</li> </ol> <p>9.4.4 The Contractor shall indemnify, save harmless, and defend the Owner, its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the Contractor under the relevant occupational health and safety act for the Province where the Project is situated, including the payment of legal fees and disbursements on a solicitor and client basis."</p>
SC#68	GC-9.5.2:	Add the following language after the word "Owner" in paragraph 9.5.2.4: "and the Consultant, their agents and employees,".
SC#69	GC-9.5.3:	Delete paragraph 9.5.3.4.
SC#70	GC-10.1.2:	Delete paragraph 10.1.2 and replace it with the following:
	"10.1.2	<p>Any increase or decrease in cost to the Contractor due to changes in government sales taxes, custom duties or excise taxes occurring after the date of the tender shall increase or decrease the Contract Price accordingly. For greater certainty, the parties agree that the Contractor is not entitled to any mark-up for profit, overhead or otherwise in connection with any increase in taxes or duties and that the Contract Price will be increased only by the actual amount of increased taxes or duties actually paid to the government. If any such taxes or duties be retroactively reduced, the Owner shall be entitled to withhold payment to the Contractor of a sum equal to the amount of such tax or duty reduction but only after the Contractor has received the benefit of such tax or duty reduction."</p>
SC#71	GC-10.1.3:	Add the following new paragraph 10.1.3 at the end of GC 10.1 – TAXES AND DUTIES:

	“10.1.3	When an exemption from or recovery of, government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor shall, at the request of the Owner (or his agent) assist, join in, or make 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 Owner. The Contractor agrees to endorse over to the Owner any cheques received from governmental authorities as may be required to implement the foregoing.”
SC#72	GC-10.2.2:	Add an “and” before “rights of servitude” in paragraph 10.2.2 and delete remainder of the paragraph, namely: “, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the Contractor.”
SC#73	GC-10.2.3:	Delete the wording “and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit” and replace with the following sentence: “and all necessary permits, licenses and certificates, and fees shall include the approval of Drawings and Specifications required by applicable provincial labour legislation.”
SC#74	GC-10.2.5:	Delete the word “not” in the first line of paragraph 10.2.5 and replace it with “, to the extent only of the Contractor’s expertise, experience and knowledge,”.
SC#75	GC-10.2.6:	Delete the words “knowing it to be” in the second line of paragraph 10.2.6 and replace them with “that is”.
SC#76	GC-10.2.7:	Delete paragraph 10.2.7 in its entirety.
SC#77	GC-12.1:	Delete all of paragraph 12.1.1 and replace it with the following:  “12.1.1 The Contractor shall indemnify, hold harmless, and defend the Owner, its 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 Contractor, its servants, agents or Subcontractors, in performing the Work or to any negligent acts or omissions of the Contractor, its servants, agents or subcontractors. This indemnification shall specifically include, but not be limited to, compliance or non-compliance with the occupational health & safety act governing the Place of the Work and under legislation or ordinances applying to such Work
SC#78	GC-12.2:	Add new paragraph 12.2.11 as follows:  “12.2.11 Notwithstanding any provision to the contrary in this Contract, the Contractor expressly waives and releases the Owner and any of the Owner’s consultants, servants, employees or agents, from all claims, in any way related to the Contract for:  (i) indirect losses; and  (ii) consequential damages;  including, without limiting the generality of the foregoing, claims for loss of profit, extra, extended or unallocable overheads or any indirect increased cost or expense.”
SC#79	GC-12.3.1:	Delete paragraph 12.3.1 and replace with the following:

	“12.3.1	The Contractor warrants that the Work is free from any defect in workmanship and materials and complies in all respects with the provisions of the Contract Documents and the Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work which appear (i) in the case of Work covered by the extended warranties set out in the Specifications, prior to the end of the extended warranty period and (ii) in the case of all other Work, prior to and during the period of one year from the date of Substantial Performance of the Work. The Contractor shall also pay at his own expense for any damage to other work or property or to Persons resulting from any defects or deficiencies in the Work which appear during the warranty period. The carrying out of the replacement work and the making good of all defects shall be executed at such time as is convenient to the Owner and this may entail overtime work on the part of the Contractor. Additional charges for overtime work in this regard shall be borne by the Contractor at his expense. These warranties shall enure to the benefit of any subsequent owner of the Project or any part thereof.”
SC#80	GC-12.3.3:	Delete the words “, through the Consultant,” and “one year” from paragraph 12.3.3.
SC#81	GC-12.3.4:	Add “Except for the provisions of paragraph 12.3.6 and” to the beginning of paragraph 12.3.4.  Delete “one year warranty period” at the end of paragraph 12.3.4 and replace it with “warranty periods specified in the Contract Documents.”
SC#82	GC-12.3.6:	Delete paragraph 12.3.6 in its entirety and replace it with the following:
	“12.3.6	The Contractor shall be responsible for obtaining Product warranties in excess of one year on behalf of the Owner from the manufacturer. The Product warranties shall be issued by the manufacturer in favour of the Owner or if not issued to the Owner extended warranties beyond the standard one year warranty after the date of acceptance of the Work will be assigned to the Owner. The Contractor shall ensure that such warranties commence on the date of completion of the Work as approved of by the Consultant and the Owner. The Contractor shall remain jointly liable with the manufacturer to the Owner with respect to such Products Warranties to the extent required in the Contract Documents, notwithstanding any limitation in the manufacturer’s warranty.”
SC#83	GC-12.3.7:	Insert the following new paragraph 12.3.7 after paragraph 12.3.6:

		<p>“12.3.7 If any defect is corrected under the conditions of GC 12.3 – WARRANTY, the time period for the warranty in that particular item in the Work shall begin again from the date when the defect is corrected and if such defect be corrected more than once the time period for warranty applicable shall begin again from the latest date when such defect is corrected.”</p> <p>12.3.9 The foregoing warranty in paragraph 12.3.1 shall not limit the extended warranty on any items of equipment or material called for elsewhere in the specifications.</p> <p>12.3.10 The Contractor shall, to the extent permitted by manufacturers and suppliers, assign to the Owner, the benefit of any guarantee or warranty by any manufacturer or supplier in addition to the warranty as provided in Subsection 12.3.6 above.</p> <p>12.3.11 The Contractor shall commence to correct any deficiency within 5 Working Days after receiving a notice from the Owner, and complete the Work as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to the ongoing business of the Owner operational as designed, in which case all necessary corrections and/or installation of temporary replacements shall be carried out immediately as an emergency service. Should the Contractor fail to provide this emergency service within 8 hours of a request made during normal business hours of the Contractor, the Owner is authorized, regardless of paragraph GC 3.1.1 of the General Conditions to carry out all necessary repairs or replacements at the Contractor’s expense.</p> <p>12.3.12 The carrying out of replacement work and the making good of defects that are the responsibility of the Contractor shall be at the sole cost of the Contractor and shall be executed at times convenient to the Owner.”</p>
SC#84	GC 13.1	<p>Add Part 13 – MISCELLANEOUS as follows:</p> <p>“GC 13.1 – SET OFF</p> <p>13.1.1 The Owner shall be entitled to deduct from or set off against any payment of the Contract Price and any other amounts payable by the Owner to the Contractor under this Agreement:</p> <ul style="list-style-type: none"> <li>.1 Any amount expended by the Owner in exercising the Owner’s rights under this Agreement to perform any of the Contractor’s obligations that the Contractor has failed to perform;</li> <li>.2 Any amount paid by the Owner directly to Subcontractors in respect of Work for which the Owner previously paid the Contractor;</li> <li>.3 Any damages, costs or expenses (including, without limitation, reasonable legal fees and expenses) incurred by the Owner as a result of the failure of the Contractor to perform any of its obligations under this Agreement;</li> <li>.4 A reasonable amount on account of any outstanding Work or any outstanding deficiencies; and,</li> <li>.5 Any other amount owing from the Contractor to the Owner under this Agreement.”</li> </ul>

————— END OF SUPPLEMENTARY CONDITIONS —————

**Exhibit "2"**

**Statutory Declaration**

**TO BE MADE BY THE CONTRACTOR WHEN APPLYING FOR PROGRESS PAYMENT  
OR FOR RELEASE OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON  
SUBSTANTIAL OR TOTAL PERFORMANCE**

C A N A D A	)	IN THE MATTER OF THE CONTRACT
	)	BETWEEN •,
PROVINCE OF ONTARIO	)	OWNER AND •
	)	COMPANY, CONTRACTOR FOR THE
	)	•WORK ON PREMISES
TO WIT:	)	LOCATED AT •,
	)	IN THE PROVINCE OF ONTARIO
	)	

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of ONTARIO, do hereby DECLARE THAT:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the Contractor named in the Contract abovementioned, and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the performance of the Work (as defined in the Contract) and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
3. There are no claims for lien registered against the Owner or the Place of the Work (as defined in the Contract) and I am not aware of any grounds supporting any claim for lien against the Owner. The Contractor has not received any notice of adjudication or other claim from any Subcontractor or Supplies relating to the Work that it has not previously disclosed to the Owner.
4. I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

**DECLARED** before me at the [City/Town/etc.] \_\_\_\_\_ )  
of [name] \_\_\_\_\_ )  
in the Province of Ontario \_\_\_\_\_ )  
day of [month] 200\_ \_\_\_\_\_ ) \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner, etc.