

SUPPLEMENTARY CONDITIONS TO CCDC 2-2020

These Supplementary Conditions presuppose the use of the Standard Construction Document CCDC 2-2020 Stipulated Price Contract, English version. These “Supplementary Conditions” void, supersede or amend the “Agreement”, “Definitions” and “General Conditions” as hereinafter provided.

Where a Definition, a General Condition or paragraph of the Agreement or a General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining Agreement, Definitions, General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused, unless noted otherwise.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1 ARTICLE A-1 THE WORK

SC1.1	A-1.3	Amend Article A-1.3 by <u>deleting</u> all of the words after “ <i>Contract Documents</i> ” and <u>replace</u> them with the following: “attain .1 <i>Substantial Performance of the Work</i> by the 30th day of June in the year 2023 , .2 (if applicable) <i>Occupancy</i> by the ___ day of _____ in the year 20___, and .3 <i>Ready-for-Takeover</i> by the 30th day of the July in the year 2023 ”
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SC2 ARTICLE A-3 CONTRACT DOCUMENTS

SC2.1	A-3.1	<u>Add</u> the following documents to the list of <i>Contract Documents</i> in Article A-3.1 as follows: “ - Supplementary Conditions & Amendments to CCDC 2-2020 Stipulated Price Contract”.
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SC3 ARTICLE A-4 CONTRACT PRICE

SC3.1	A-4.4	<u>Delete</u> Article A-4.4 and <u>replace</u> it with the following: “4.4 The <i>Contract Price</i> shall remain fixed for the duration of the <i>Contract Time</i> , subject only to adjustments as provided for in the <i>Contract Documents</i> . For certainty, and without limiting the general application of the preceding sentence, the <i>Contractor</i> assumes all risks in connection with cost increases for overhead, <i>Products</i> , <i>Labour</i> , and <i>Construction Equipment</i> prescribed by the <i>Contract Documents</i> for the performance of the <i>Work</i> , and the <i>Contractor</i> assumes all responsibility for liabilities and additional costs that may arise as a result of the <i>Contractor’s</i> inclusion of any <i>Product</i> , <i>Construction Equipment</i> , <i>Supplier</i> , or <i>Subcontractor</i> in its calculation of the <i>Contract Price</i> .”
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SC4 ARTICLE A-5 PAYMENT

SC4.1	A-5.1	<p><u>Delete</u> Article A-5.1 in its entirety, including all subparagraphs and <u>replace</u> it with the following:</p> <p>“5.1 Subject to the provisions of the <i>Contract Documents</i> and the <i>Construction Act</i>, the <i>Owner</i> shall:</p> <ol style="list-style-type: none"> .1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> when due together with such <i>Value Added Taxes</i> as may be applicable to such payments, .2 upon <i>Substantial Performance of the Work</i> as certified by the <i>Consultant</i> and upon the expiry of the holdback period that follows the publication of the certificate of <i>Substantial Performance of the Work</i>, as stipulated in the <i>Construction Act</i>, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the holdback, together with such <i>Value Added Taxes</i> as may be applicable to such payment, less any amount stated in any <i>Notice of Non-Payment</i> that is published by the <i>Owner</i> in accordance with the <i>Construction Act</i>, .3 after <i>Ready-for-Takeover</i> has been achieved in accordance with the <i>Contract Documents</i> and the <i>Work</i> is complete, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> any unpaid balance of the <i>Contract Price</i> in accordance with GC 5.5 – FINAL PAYMENT, together with such <i>Value Added Taxes</i> as may be applicable to such payment.”
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SC5 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

SC5.1	Article A-6	<p><u>Delete</u> the text of ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (retaining the provisions setting out the addresses and email addresses of the <i>Owner</i>, <i>Contractor</i> and <i>Consultant</i>) and <u>replace</u> it with the following:</p> <p>“6.1 <i>Notices in Writing</i> between the parties or between them and the <i>Consultant</i> shall be addressed as set out below, and shall be deemed to have been received by the addressee as follows:</p> <ol style="list-style-type: none"> .1 if delivered by hand or commercial same-day courier, on the date of delivery, provided that if delivery is outside of normal business hours, then receipt will be deemed on the next <i>Working Day</i>, .2 if sent by overnight commercial courier, on the next <i>Working Day</i>, or .3 if sent by email, on the day on which written confirmation of receipt from the addressee, which shall include an automatic read receipt, is given, provided that if such confirmation is given outside of normal business hours, then receipt will be deemed on the next <i>Working Day</i>. <p>An address for a party may be changed by <i>Notice in Writing</i> to the other party setting out the new address in accordance with this Article A-6.”</p>
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SC6 *NEW* ARTICLE A-9 CONFLICT OF INTEREST

SC6.1	Article A-9	<p><u>Add</u> new Article A-9 CONFLICT OF INTEREST as follows:</p> <p>“ARTICLE A-9 CONFLICT OF INTEREST</p> <p>9.1 The <i>Contractor</i>, all of the <i>Subcontractors</i> and <i>Suppliers</i> and any of their respective advisors, partners, directors, officers, employees, and agents shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the <i>Owner</i>) with the provision of the <i>Work</i> pursuant to the <i>Contract</i>.</p> <p>9.2 The <i>Contractor</i> shall disclose to the <i>Owner</i>, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.</p> <p>9.3 A breach of this Article A-9.4 by the <i>Contractor</i>, any of the <i>Subcontractors</i>, or any of their respective advisors, partners, directors, officers, employees, and agents shall entitle the <i>Owner</i> to immediately terminate the <i>Contract</i> by delivering a <i>Notice in Writing</i> to this effect and without further formality, including without any of the requirements of GC 7.1, in addition to any other rights and remedies that the <i>Owner</i> has in the <i>Contract</i>, in law, or in equity.”</p>
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SC7 *NEW* ARTICLE A-10 TIME OF THE ESSENCE / LIQUIDATED DAMAGES

SC7.1	Article A-10	<p><u>Add</u> a new Article A-10 TIME OF THE ESSENCE / LIQUIDATED DAMAGES as follows:</p> <p>“ARTICLE A-10 TIME OF THE ESSENCE / LIQUIDATED DAMAGES</p> <p>10.1 Time is of the essence of the <i>Contract</i>, the performance of the <i>Work</i>, and in respect of all requirements of the <i>Contract Documents</i> that relate to the passage of time.</p> <p>10.2 It is understood, acknowledged, and agreed that the <i>Owner</i> has advised the <i>Contractor</i> of the critical importance that <i>Ready-for-Takeover</i> is achieved within the <i>Contract Time</i> and that one of the reasons that the <i>Contractor</i> was selected for the performance of the <i>Work</i> prescribed by the <i>Contract Documents</i>, and awarded this <i>Contract</i> by the <i>Owner</i>, is the <i>Contractor’s</i> representation and warranty that it will attain <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> within the <i>Contract Time</i> stated in Article A-1.3.</p> <p>10.3 The <i>Contractor</i> further acknowledges and understands that the <i>Owner</i> is responsible and must account to the community, faculty, students, visitors, and staff of Brock University. A failure by the <i>Contractor</i> to attain <i>Ready-for-Takeover</i> within the <i>Contract Time</i> will result in damages to the <i>Owner</i> and to the community, faculty, students, visitors, and staff of Brock University, which would be difficult or impractical to quantify but would nevertheless have a significant negative impact</p>
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		<p>on the <i>Owner</i> and its ability to provide the services the <i>Owner</i> is obliged to provide to the community, faculty, students, visitors, and staff of Brock University.</p> <p>10.4 Given that time is of the essence of this <i>Contract</i> and the significance of the requirement for the <i>Contractor</i> to achieve <i>Ready-for-Takeover</i> within the <i>Contract Time</i>, it is understood and agreed between the <i>Owner</i> and the <i>Contractor</i> that, without limiting the <i>Owner's</i> entitlement to any additional or other damages, in the event that it the <i>Contractor</i> fails to achieve <i>Ready-for-Takeover</i> within the <i>Contract Time</i>, the <i>Contractor</i> agrees to pay to the <i>Owner</i> (or the <i>Owner</i> may deduct same from the <i>Contract Price</i>) liquidated damages at a per diem rate of \$2,000 for each calendar day of delay beyond the prescribed date for achieving <i>Ready-for-Takeover</i> until <i>Ready-for-Takeover</i> is achieved and certified as such by the <i>Consultant</i></p> <p>10.5 The parties acknowledge that as of the effective date of this <i>Contract</i>, the amount of liquidated damages set forth in Article A-10.4 represents a good faith estimate on the part of the parties as to the actual potential damages that the <i>Owner</i> would suffer because of late completion of the <i>Project</i>. It is expressly acknowledged and agreed by and between the parties that the amount of such liquidated damages does not include any penalty. Notwithstanding the foregoing, where the <i>Project</i> is delayed beyond the <i>Contract Time</i>, the <i>Owner</i> shall be entitled to: (i) the liquidated damages as calculated pursuant to Article A-10.4, or (ii) in the event that the <i>Contractor</i> claims that this liquidated damages provision is invalid or unenforceable and the <i>Contractor</i> prevails on such a defence, the damages arising from the delay suffered by the <i>Owner</i> including, without limitation, consequential, special, incidental, and indirect damages, costs and other expenses incurred or suffered by the <i>Owner</i>.</p> <p>10.6 Liquidated damages will be assessed as incurred and reflected as deductions or set-off from amounts that may be due under any application for payment pending, or thereafter submitted, following the time that such liquidated damages are assessed. All liquidated damages not deducted from payments prior to final payment shall be deducted from the final payment to be made by the <i>Owner</i> to the <i>Contractor</i> pursuant to GC 5.5 – FINAL PAYMENT, and any amount of liquidated damages in excess of the final payment amount, shall be paid by the <i>Contractor</i> to the <i>Owner</i>, within 30 calendar days following a written demand by the <i>Owner</i> for such payment.</p> <p>10.7 The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or any other alternative claim that may be available to the <i>Owner</i>.”</p>
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AMENDMENTS TO THE DEFINITIONS

SC8 DEFINITIONS

<i>Revisions to Current Definitions</i>		
SC8.1	Payment Legislation /	<u>Delete</u> the Definition of <i>Payment Legislation</i> and <u>replace</u> it with “ <i>Construction Act</i> ” as follows:

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	Construction Act	<p>“Construction Act <i>Construction Act</i> means the <i>Construction Act</i>, R.S.O. 1990, c. C.30, as amended, including all regulations passed under it that are enforceable as of the date of execution of this <i>Contract</i>. For certainty, the first procurement process for the <i>Project</i> (i.e., the “improvement” as that term is defined in the <i>Construction Act</i>) was commenced on or after October 1, 2019.”</p>
SC8.2	Ready-for-Takeover	Amend the Definition of <i>Ready-for-Takeover</i> by <u>deleting</u> all the words after “as verified” and <u>replacing</u> them with “and approved by the <i>Owner</i> .”
SC8.3	Work	<p>In the definition of <i>Work</i>, <u>delete</u> the period at the end of the definition and <u>add</u> the following:</p> <p>“, including all work that can reasonably be inferred from or is incidental to same based on the judgment of a good, competent, and experienced <i>Contractor</i>.”</p>
<i>New Definitions</i>		
SC8.4	Adjudication	<p><u>Add</u> the following new definition:</p> <p>“Adjudication <i>Adjudication</i> means construction dispute interim adjudication as defined under the <i>Construction Act</i>.”</p>
SC8.5	Close-Out Documentation	<p><u>Add</u> the following new definition:</p> <p>“Close-Out Documentation <i>Close-Out Documentation</i> has the meaning given to it under GC 5.5.2.”</p>
SC8.6	Construction Schedule	<p><u>Add</u> the following new definition:</p> <p>“Construction Schedule <i>Construction Schedule</i> means the schedule for the performance of the <i>Work</i> provided by the <i>Contractor</i>, and approved by the <i>Owner</i>, pursuant to GC 3.4.1, including any amendments to the <i>Construction Schedule</i> made pursuant to the <i>Contract Documents</i> with the <i>Owner’s</i> prior written approval.”</p>
SC8.7	Excess Soil	<p><u>Add</u> the following new definition:</p> <p>“Excess Soil <i>Excess Soil</i> means “excess soil” as that term is defined under section 3 of the <i>Excess Soil Regulation</i>.”</p>
SC8.8	Excess Soil Regulation	<p><u>Add</u> the following Definition:</p> <p>“Excess Soil Regulation <i>Excess Soil Regulation</i> means O. Reg. 406/19: On-Site and Excess Soil Management to the <i>Environmental Protection Act</i>, R.S.O. 1990, c. E.19.”</p>
SC8.9	Final Pre-Invoice	<p><u>Add</u> the following new definition:</p> <p>“Final Pre-Invoice Submission Meeting <i>Final Pre-Invoice Submission Meeting</i> has the meaning given to it in GC 5.5.1.”</p>

	Submission Meeting	
SC8.10	Force Majeure	<p><u>Add</u> the following new definition:</p> <p>“Force Majeure <i>Force Majeure</i> means any cause, unknown at the effective date of the <i>Contract</i> and beyond either parties’ control, other than financial difficulties, bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the <i>Contract</i> and the event of <i>Force Majeure</i> did not arise from a parties’ default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. <i>Force Majeure</i> includes labour disputes, fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, (other than <i>Stop Work Orders</i>) acts of a public enemy, war, riot, sabotage, blockage, embargo, lightning, earthquake, <i>Inclement Weather</i>, acts of God, or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).”</p>
SC8.11	Inclement Weather	<p><u>Add</u> the following new definition:</p> <p>“Inclement Weather <i>Inclement Weather</i> means weather where one of the following conditions has been demonstrated to the satisfaction of the <i>Consultant</i>:</p> <ul style="list-style-type: none"> (a) rainfall exceeding 25 mm in a period of 24 hours, either occurring during normal working hours or commencing within 3 hours of the start of normal working hours; (b) snowfall exceeding 25 cm in a period of 24 hours, either occurring during normal working hours or commencing within 3 hours of the start of normal working hours; (c) ambient outside air temperature exceeding 35°C for more than 2 hours; or (d) ambient outside air temperature is below -25°C for more than 2 hours.”
SC8.12	Notice of Non-Payment	<p><u>Add</u> the following new definition:</p> <p>“Notice of Non-Payment <i>Notice of Non-Payment</i> means a notice of non-payment of holdback (Form 6) or a notice of non-payment (Form 1.1) under the <i>Construction Act</i>, as applicable to the circumstances.”</p>
SC8.13	Occupancy	<p><u>Add</u> the following new definition:</p> <p>“Occupancy <i>Occupancy</i> means full occupancy or use after completion of the whole of the <i>Project</i> as evidenced by a certificate of occupancy issued by the City of St. Catherines or other governmental authority having jurisdictions or, where no certificate is issued, the whole of the <i>Project</i> has been certified or deemed by the City of St. Catharines,</p>

		the Town of Thorold, or other governmental authority having jurisdictions to be compliant with the occupancy requirements of the Ontario Building Code.”
SC8.14	OHSA	<p><u>Add</u> the following new definition:</p> <p>“OHSA <i>OHSA</i> means the <i>Occupational Health and Safety Act</i>, RSO 1990, C.0.1, (Ontario) as amended.”</p>
SC8.15	Payment Period	<p><u>Add</u> the following new definition:</p> <p>“Payment Period <i>Payment Period</i> or ‘payment period’ means the fixed segments of time for which the <i>Contractor</i> shall be entitled to claim payment for <i>Work</i> performed during such period, as agreed upon by the <i>Owner</i> and the <i>Contractor</i> at the first pre-construction meeting. To be effective, such agreement must be in writing or reflected in the final and approved pre-construction meeting minutes. In the event that the <i>Owner</i> and the <i>Contractor</i> do not fix the segment of time for each <i>Payment Period</i> at the first pre-construction meeting, then each <i>Payment Period</i> shall be a one (1) month period during which <i>Work</i> was performed, with the start and end dates of each <i>Payment Period</i> deemed to be the first (1st) calendar day of the applicable month and the last calendar day of the same month, respectively.”</p>
SC8.16	Pre-Invoice Submission Meeting	<p><u>Add</u> the following new definition:</p> <p>“Pre-Invoice Submission Meeting <i>Pre-Invoice Submission Meeting</i> has the meaning given to it in GC 5.2.1.”</p>
SC8.17	Procurement Documents	<p><u>Add</u> the following new definition:</p> <p>“Procurement Documents <i>Procurement Documents</i> means those documents issued by the <i>Owner</i> as part of the competitive procurement to identify the successful <i>Contractor</i> for the <i>Contract</i>. The <i>Procurement Documents</i> shall form a part of the <i>Contract Documents</i>.”</p>
SC8.18	Procurement Response	<p><u>Add</u> the following new definition:</p> <p>“Procurement Response <i>Procurement Response</i> means the <i>Contractor’s</i> tender, bid, or proposal submitted to the <i>Owner</i> in response to a procurement process issued by the <i>Owner</i>. For greater certainty, the <i>Contractor’s Procurement Response</i> includes the <i>Contractor’s</i> original bid for the <i>Contract Price</i> (inclusive of cash allowances prescribed in the <i>Procurement Documents</i>, if any), as well as any alternative and separate price(s) solicited from the <i>Contractor</i> in the bid documents.”</p>
SC8.19	Proper Invoice	<p><u>Add</u> the following new definition:</p> <p>“Proper Invoice <i>Proper Invoice</i> means a “proper invoice” as that term is defined in Section 6.1 of the <i>Construction Act</i>, with the minimum requirements set out in Exhibit “1” of these Supplementary Conditions.”</p>

SC8.20	Proper Invoice Submission Date	<p><u>Add</u> the following new definition:</p> <p>“Proper Invoice Submission Date <i>Proper Invoice Submission Date</i> has the definition given to it under GC 5.2.2.”</p>
SC8.21	Restricted Period	<p><u>Add</u> the following new definition:</p> <p>“Restricted Period <i>Restricted Period</i> means the period of time between November 15 and December 31 (inclusive) of any given year throughout the duration of the <i>Contract</i>.”</p>
SC8.22	Submittals	<p><u>Add</u> the following new definition:</p> <p>“Submittals <i>Submittals</i> are documents or items required by the <i>Contract Documents</i> to be provided by the <i>Contractor</i>, such as:</p> <ol style="list-style-type: none"> .1 <i>Shop Drawings</i>, coordination drawings prepared by <i>Subcontractors</i>, samples, models, mock-ups to indicate details or characteristics, before the portion of the <i>Work</i> that they represent can be incorporated in the <i>Work</i>; and .2 as-built drawings and manuals to provide instructions to the operation and maintenance of the <i>Work</i>.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

SC9 GC 1.1 CONTRACT DOCUMENTS

SC9.1	1.1.3	<p><u>Delete</u> GC 1.1.3 in its entirety and <u>replace</u> it with the following:</p> <p>“1.1.3 The <i>Contractor</i> shall review the <i>Contract Documents</i>, including without limitation, for the purpose of facilitating co-ordination and execution of the <i>Work</i> by the <i>Contractor</i>. Such review by the <i>Contractor</i> shall be to the standard of care provided in GC 3.13.”</p>
SC9.2	1.1.4	<p><u>Delete</u> GC 1.1.4 in its entirety and <u>replace</u> it with the following:</p> <p>“1.1.4 Except for the obligation to complete the review prescribed in GC 1.1.3, and report the results as set out in this GC 1.1.4, the <i>Contractor</i> is not responsible for errors, omissions or inconsistencies in the <i>Contract Documents</i>. If there are errors, omissions or inconsistencies discovered by or made known to the <i>Contractor</i> as part of its review under GC 1.1.3 or at any time during the performance of the <i>Work</i>, the <i>Contractor</i> shall promptly report to the <i>Consultant</i> and shall not proceed with the <i>Work</i> affected until the <i>Contractor</i> has received corrected or additional information from the <i>Consultant</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 care and skill described in GC 3.13.”</p>

SC9.3	1.1.5.1	<p><u>Delete</u> GC 1.1.5.1 and <u>replace</u> with the following:</p> <p>“.1 the order of priority of documents, from highest to lowest, shall be:</p> <p>.1 Supplementary Conditions;</p> <p>.2 the Definitions;</p> <p>.3 the Agreement between the <i>Owner</i> and the <i>Contractor</i>;</p> <p>.4 the General Conditions;</p> <p>.5 Division 01 of the <i>Specifications</i></p> <p>.6 technical <i>Specifications</i>;</p> <p>.7 material and finishing schedules;</p> <p>.8 the <i>Drawings</i>;</p> <p>.9 the <i>Procurement Documents</i>; and</p> <p>.10 the <i>Procurement Response</i>.”</p>
SC9.4	1.1.9	<p><u>Add</u> the following to the end of GC 1.1.9:</p> <p>“The <i>Specifications</i> are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the <i>Contract Documents</i> will be construed to place responsibility on the <i>Owner</i> or the <i>Consultant</i> to settle disputes among the <i>Subcontractors</i> and <i>Suppliers</i> in respect to such divisions. The <i>Drawings</i> are, in part, diagrammatic and intended to convey the scope of the <i>Work</i> and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment, outlets and other elements. The <i>Contractor</i> shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the <i>Drawings</i>, including <i>Shop Drawings</i> and shall become familiar with conditions and spaces affecting these matters before proceeding with the <i>Work</i>. Where site conditions require reasonable minor changes in indicated locations and arrangements, the <i>Contractor</i> shall make such changes at no additional cost to the <i>Owner</i>. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the <i>Contractor</i> shall include such relocation in the <i>Work</i>, unless otherwise indicated on the <i>Drawings</i> or <i>Specifications</i>.”</p>

PART 2 ADMINISTRATION OF THE CONTRACT

SC10 GC 2.2 ROLE OF THE CONSULTANT

SC10.1	2.2.4	<p><u>Delete</u> GC 2.2.4 in its entirety.</p>
SC10.2	2.2.5	<p><u>Delete</u> GC 2.2.5 in its entirety and <u>replace</u> with the following:</p> <p>“2.2.5 Based on the <i>Consultant’s</i> observations and evaluation of the <i>Contractor’s Proper Invoice</i>, the <i>Consultant</i> shall determine the amounts owing to the <i>Contractor</i>, as provided for in section GC 5.3 – PAYMENT. Where the <i>Consultant</i> identifies an error, omission, discrepancy, or disagrees with the amount being claimed in the <i>Contractor’s Proper Invoice</i>, the <i>Consultant</i> shall also be responsible for preparing a <i>Notice of Non-Payment</i> for the <i>Owner</i> to issue to the <i>Contractor</i> within the time prescribed by the <i>Construction Act</i>.”</p>

SC10.3	2.2.6	In GC 2.2.6 <u>delete</u> the following words: “Except with respect to GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,”.
SC10.4	2.2.12	<u>Add</u> the following to the end of GC 2.2.12: “If, in the opinion of the <i>Contractor</i> , the <i>Supplemental Instruction</i> involves an adjustment in the <i>Contract Price</i> or in the <i>Contract Time</i> , it shall, within ten (10) <i>Working Days</i> of receipt of a <i>Supplemental Instruction</i> , provide the <i>Consultant</i> with a <i>Notice in Writing</i> to that effect. Failure to provide <i>Notice in Writing</i> within the time stipulated in this GC 2.2.12 shall be deemed an acceptance of the <i>Supplemental Instruction</i> by the <i>Contractor</i> , without any adjustment in the <i>Contract Price</i> or <i>Contract Time</i> .”

SC11 GC 2.4 DEFECTIVE WORK

SC11.1	2.4.1	Amend GC 2.4.1 by <u>adding</u> the following to the end of the paragraph: “The <i>Contractor</i> shall prioritize the correction of any defective <i>Work</i> which, in the sole discretion of the <i>Owner</i> , adversely affects the day-to-day operation of the <i>Owner</i> . Any defective <i>Work</i> that has been rejected by the <i>Consultant</i> shall be corrected by the <i>Contractor</i> within 5 <i>Working Days</i> of being notified of the defective <i>Work</i> , save and except where the defective <i>Work</i> cannot reasonably be corrected within such time period, in which case the <i>Contractor</i> shall, within that same 5 <i>Working Day</i> period, provide a written remediation plan to the <i>Owner</i> and the <i>Consultant</i> for the prompt correction of the defective <i>Work</i> for the <i>Owner’s</i> review and approval . Unless agreed otherwise in writing by the <i>Owner</i> , the <i>Contractor</i> shall complete all corrections to the defective <i>Work</i> within 5 <i>Working Days</i> of the <i>Owner</i> approving the remediation plan.”
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PART 3 EXECUTION OF THE WORK

SC12 GC 3.1 CONTROL OF THE WORK

SC12.1	3.1.3, 3.1.4, 3.1.5 & 3.1.6	<u>Add</u> new GC 3.1.3, 3.1.4, 3.1.5, and 3.1.6 as follows: 3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i> , all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the <i>Work</i> and shall further carefully compare such field measurements and conditions with the requirements of the <i>Contract Documents</i> . Where dimensions are not included or exact locations are not apparent, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain written instructions from the <i>Consultant</i> before proceeding with any part of the affected work. 3.1.4 Notwithstanding any discrepancies in the <i>Drawings</i> , <i>Specifications</i> , or other <i>Contract Documents</i> , the <i>Contractor</i> is responsible for performing all <i>Work</i> that is reasonably inferable from or incidental to that required by the <i>Contract Documents</i> based on the judgment and experience of a good and competent contractor.
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		<p>3.1.5 The <i>Contractor</i> is solely responsible for the quality of the <i>Work</i> and shall undertake any quality control activities specified in the <i>Contract Documents</i>.</p> <p>3.1.6 Notwithstanding any provision of the <i>Contract</i> which states or implies the contrary, any additional costs arising from labour disputes, strikes, lockouts, or union certification of one or any of the <i>Contractor's</i> workforce, labourers, <i>Subcontractors</i>, or <i>Suppliers</i>, shall be borne in their entirety by the <i>Contractor</i>. For clarity, the <i>Owner</i> shall not, in any circumstances, be responsible for additional costs incurred as a result of any labour dispute, disruption, or other labour issues for which the <i>Owner</i> is not responsible.”</p>
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SC13 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC13.1	3.2.2.1	<u>Delete</u> GC 3.2.2.1 in its entirety.
SC13.2	3.2.3.2	<p><u>Delete</u> GC 3.2.3.2 and <u>replace</u> it with the following:</p> <p>“.2 coordinate and schedule the activities and work of other contractors and <i>Owner's</i> own forces with the <i>Work</i> of the <i>Contractor</i> and connect as specified or shown in the <i>Contract Documents</i>;”.</p>
SC13.3	3.2.3.5	<p><u>Add</u> new GC 3.2.3.5 as follows:</p> <p>“.5 Subject to GC 9.4 CONSTRUCTION SAFETY, for the <i>Owner's</i> own forces and for <i>Other Contractors</i>, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in force at the <i>Place of the Work</i>, including all of the responsibilities of the “constructor”, pursuant to the <i>OHSA</i>.”</p>

SC14 GC 3.4 CONSTRUCTION SCHEDULE

SC14.1	3.4.1	<p><u>Delete</u> GC 3.4.1 in its entirety and <u>replace</u> it with the following:</p> <p>“3.4.1 The <i>Contractor</i> shall:</p> <p>.1 within 14 calendar days of award of this <i>Contract</i>, prepare and submit to the <i>Owner</i> and the <i>Consultant</i> for their review and acceptance, a baseline schedule (prepared using a scheduling software program approved by the <i>Owner</i>) indicating the critical path for the <i>Project</i>, including all predecessor activities and worker loading expressed in hours, and further demonstrating that the <i>Work</i> will be performed in conformity with the <i>Contract Time</i> and the <i>Contract Documents</i>. The <i>Contractor</i> shall provide the schedule information required by this GC 3.4.1 as original digital files (e.g., in .MPP format for Microsoft Project, etc.), in electronic PDF format, and in hard copy format. The schedule shall be prepared in collaboration with, and be supported by, the <i>Consultant</i>, <i>Subcontractors</i>, and <i>Suppliers</i> whose activities affect the critical path. Once accepted by the <i>Owner</i>, such schedule shall become the “Construction Schedule”. The <i>Construction Schedule</i> shall reference and include, at a minimum, the following completion milestones:</p> <p>(a) mobilization;</p>
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		<p>(b) <i>Products</i> delivery milestones that are either (i) identified in the <i>Specifications</i> to be included in a <i>Products</i> delivery schedule and/or (ii) are in respect of <i>Products</i> whose delivery is critical to the schedule for the completion of the <i>Work</i>;</p> <p>(c) dates for the submission, revision, and return of <i>Shop Drawings</i> and other <i>Submittals</i> as required pursuant to the <i>Contract Documents</i>;</p> <p>(d) <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> reflecting that such milestones will be achieved by no later than the dates specified in Article A-1.3; and</p> <p>(e) such other interim completion milestones stipulated in the <i>Contract Documents</i> or as the <i>Owner</i> may specifically request in writing prior to the execution of the <i>Contract</i>.</p> <p>Revisions to the <i>Construction Schedule</i> shall not be made without the prior written consent of the <i>Owner</i>.</p> <p>.2 provide the expertise and resources, such resources including sufficient staffing, labour, and equipment, as are necessary to maintain or improve progress under the <i>Construction Schedule</i> accepted by the <i>Owner</i> pursuant to GC 3.4.1.1 or any successor or revised <i>Construction Schedule</i> approved by the <i>Owner</i> pursuant to this GC 3.4;</p> <p>.3 continuously monitor the progress of the <i>Work</i> on a weekly basis relative to the baseline <i>Construction Schedule</i>, or any successor or revised schedule approved by the <i>Owner</i> pursuant to this GC 3.4, update the schedule on a monthly basis and advise the <i>Consultant</i> and the <i>Owner</i> by <i>Notice in Writing</i> of any variation from the baseline or slippage in the schedule;</p> <p>.4 if, after applying the expertise and resources required under GC 3.4.1.2, the <i>Contractor</i> forms the opinion that the variation or slippage in schedule reported pursuant to GC 3.4.1.3 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; and</p> <p>.5 keep and maintain an updated copy of the <i>Construction Schedule</i> at the <i>Place of the Work</i> at all times.”</p>
SC14.2	3.4.2	<p><u>Add new GC 3.4.2 as follows:</u></p> <p>“3.4.2 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 <i>Notice in Writing</i> of such to the <i>Owner</i> or the <i>Consultant</i> pursuant to GC 3.4.1.3, the <i>Contractor</i> shall, either at the request of the <i>Owner</i> or the <i>Consultant</i>, or on its own initiative after it delivers a <i>Notice in Writing</i> pursuant to GC 3.4.1.3, take appropriate steps to cause the actual progress of the <i>Work</i> to conform to the currently approved <i>Construction Schedule</i> or minimize the resulting delay. Within 5 calendar days of the request by the <i>Owner</i> or the <i>Consultant</i> or the notice being given pursuant to GC 3.4.1.3, the <i>Contractor</i> shall produce and</p>

		present to the <i>Owner</i> and the <i>Consultant</i> a plan demonstrating how the <i>Contractor</i> will achieve recovering the performance of the <i>Work</i> to align with the currently approved <i>Construction Schedule</i> . 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 GC 6.5 – DELAYS.”
SC14.3	3.4.3	<p><u>Add</u> new GC 3.4.3 as follows:</p> <p>“3.4.3 The <i>Contractor</i> shall not amend the <i>Construction Schedule</i> without the prior written consent of the <i>Owner</i>. Any revisions to the <i>Construction Schedule</i> approved by the <i>Owner</i> shall not be deemed to be an extension of the <i>Contract Time</i>. All requests by the <i>Contractor</i> for a revision to the <i>Construction Schedule</i> that include an extension to the <i>Contract Time</i> must be approved by the <i>Owner</i> through an executed <i>Change Order</i>.”</p>

SC15 GC 3.5 SUPERVISION

SC15.1	3.5.1	<p><u>Delete</u> the last sentence in GC 3.5.1 and <u>replace</u> it with the following:</p> <p>“The appointed representative and necessary assistants shall not be changed without the <i>Owner’s</i> prior written consent, which consent will not be unreasonably withheld. Further, the <i>Contractor</i> shall not employ or continue to employ on the <i>Work</i> anyone to whom the <i>Owner</i> may reasonably object. The <i>Consultant and Owner</i> shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the <i>Project</i> prior to commencement, and throughout performance, of the <i>Work</i>.”</p>
SC15.2	3.5.3, 3.5.4 & 3.5.5	<p><u>Add</u> new GC 3.5.3, 3.5.4, and 3.5.5 as follows:</p> <p>“3.5.3 Prior to the commencement of the <i>Work</i>, provide to the <i>Consultant</i> the list of names and contact information for the appointed representative, other supervisors, and necessary assistants. The appointed representative and necessary assistants must be those individuals listed in the prequalification submission submitted by the <i>Contractor</i> for the award of this <i>Contract</i>.</p> <p>3.5.4 The appointed representative and necessary assistants shall devote their time exclusively to the <i>Work</i>, this <i>Project</i>, and shall remain at the <i>Place of the Work</i> during working hours.</p> <p>3.5.5 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 incompetent or disorderly conduct or 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 at no additional cost to the <i>Owner</i>.”</p>

SC16 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

SC16.1	3.6.7, 3.6.8, & 3.6.9	<p><u>Add</u> new GC 3.6.7, 3.6.8, and 3.6.9 as follows:</p> <p>“3.6.7 The <i>Contractor</i> represents and warrants that it has confirmed the availability of its <i>Subcontractors</i> for the <i>Project</i> and, in particular, for the performance of their respective portions of the <i>Work</i> to ensure completion of the <i>Project</i> within the <i>Contract Price</i> and the <i>Contract Time</i>.</p> <p>3.6.8 The <i>Contractor</i> shall not change any of the <i>Subcontractors</i> or <i>Suppliers</i> without the <i>Owner’s</i> prior written consent.</p> <p>3.6.9 The <i>Contractor</i> shall provide the <i>Owner</i> with:</p> <ul style="list-style-type: none"> .1 a copy of any written notices of <i>Adjudication</i> the <i>Contractor</i> receives from any <i>Subcontractors</i> or <i>Suppliers</i>; .2 notice of the date on which the adjudicator relating to such <i>Adjudication</i> receives documents under section 13.11 of the <i>Construction Act</i>; and .3 the adjudicator’s determination of the <i>Adjudication</i> under section 13.13 of the <i>Construction Act</i>. <p>The <i>Contractor</i> shall ensure its contracts with <i>Subcontractors</i> and <i>Suppliers</i> and the contracts with sub-subcontractors (of every tier) contain equivalent obligations to this GC 3.6.9 and the <i>Contractor</i> shall forthwith upon receipt provide to the <i>Owner</i> any notices of <i>Adjudication</i> and related information it receives. The <i>Contractor</i> shall be liable to and indemnify the <i>Owner</i> for any losses, damages, costs, claims and proceedings the <i>Owner</i> incurs, suffers or receives as a result of the <i>Contractor’s</i> failure to comply with its obligations under this GC 3.6.10.”</p>
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SC17 GC 3.7 LABOUR AND PRODUCTS

SC17.1	3.7.1	<p>In GC 3.7.1 <u>add</u> the words, “..., agents, <i>Subcontractors</i> and <i>Suppliers</i>...” after the word “employees” in the first line</p> <p>-and-</p> <p><u>add</u> the words “and qualified” after the word “skilled” in the second line.</p>
SC17.2	3.7.4	<p><u>Add</u> new GC 3.7.4 as follows:</p> <p>3.7.4 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>

SC18 GC 3.8 SHOP DRAWINGS AND OTHER SUBMITTALS

SC18.1	GC 3.8	<u>Add</u> the words “AND OTHER SUBMITTALS” to the end of the title.
SC18.2	GC 3.8	Throughout all subparagraphs in GC 3.8 – SHOP DRAWINGS AND OTHER SUBMITTALS, <u>add</u> the words “and <i>Submittals</i> ” after the words “ <i>Shop Drawings</i> ” everywhere it appears.
SC18.3	3.8.2	<u>Add</u> the following to the end of GC 3.8.2: “The schedule referred to in this GC 3.8.2 shall be prepared jointly by the <i>Contractor</i> and the <i>Consultant</i> prior to the first application for payment. The schedule shall specify dates for the submission, review, and return of <i>Shop Drawings</i> and <i>Submittals</i> .”
SC18.4	3.8.7	Amend paragraph 3.8.7 by <u>deleting</u> the words “with reasonable promptness so as to cause no delay in the performance of the <i>Work</i> ” and <u>replacing</u> them with “within 10 <i>Working Days</i> or such longer period as may be reasonably required.”
SC18.5	3.8.8, 3.8.9, 3.8.10, 3.8.11 & 3.8.12	<u>Add</u> new GC 3.8.8, 3.8.9, 3.8.10, 3.8.11, and 3.8.12 as follows: 3.8.8 The <i>Contractor</i> shall provide <i>Shop Drawings</i> and <i>Submittals</i> in the form specified, or if not specified, as directed by the <i>Consultant</i> . 3.8.9 <i>Shop Drawings</i> and <i>Submittals</i> , provided by the <i>Contractor</i> to the <i>Consultant</i> shall indicate by stamp, date, and signature of the person responsible for the review. 3.8.10 <i>Shop Drawings</i> and <i>Submittals</i> which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the <i>Contractor</i> for the authority’s approval. 3.8.11 The <i>Contractor</i> shall provide revised <i>Shop Drawings</i> to correct those which the <i>Consultant</i> rejects as inconsistent with the <i>Contract Documents</i> , unless otherwise directed by the <i>Consultant</i> . The <i>Contractor</i> shall notify the <i>Consultant</i> in writing of any revisions to the <i>Shop Drawings</i> other than those requested by the <i>Consultant</i> . 3.8.12 The <i>Contractor</i> shall be responsible for managing coordination drawings to be prepared by <i>Subcontractors</i> , including ensuring that all required coordination drawings are submitted in accordance with the schedule referred to in GC 3.8.2, and that comments and revisions are communicated as between the <i>Contractor</i> , <i>Consultant</i> , and the applicable <i>Subcontractors</i> .”

SC19 *NEW* GC 3.9 USE OF THE WORK

SC19.1	GC 3.9	<u>Add</u> new GC 3.9 – USE OF THE WORK as follows: “ GC 3.9 USE OF THE WORK 3.9.1 The <i>Contractor</i> shall confine <i>Construction Equipment</i> , <i>Temporary Work</i> , storage of <i>Products</i> , waste products and debris, and operations of employees and
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		<p><i>Subcontractors</i> to limits indicated by laws, ordinances, permits, or the <i>Contract Documents</i> and shall not unreasonably encumber the <i>Place of the Work</i>.</p> <p>3.9.2 The <i>Contractor</i> shall not load or permit to be loaded any part of the <i>Work</i> with a weight or force that will endanger the safety of the <i>Work</i>.</p> <p>3.9.3 The <i>Owner</i> shall have the right to enter or occupy the <i>Place of the Work</i> in whole or in part for the purpose of placing fittings and equipment, or for other use before <i>Substantial Performance of the Work</i>, if, in the opinion of the <i>Consultant</i>, such entry and occupation does not prevent or substantially interfere with the <i>Contractor</i> in the performance of the <i>Contract</i> within the <i>Contract Time</i>. Such entry or occupation shall neither be considered as acceptance of the <i>Work</i> or in any way relieves the <i>Contractor</i> from its responsibility to complete the <i>Contract</i>."</p>
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SC20 *NEW* GC 3.10 CUTTING AND REMEDIAL WORK

SC20.1	GC 3.10	<p>Add new GC 3.10 – CUTTING AND REMEDIAL WORK as follows:</p> <p>"GC 3.10 CUTTING AND REMEDIAL WORK</p> <p>3.10.1 The <i>Contractor</i> shall perform the cutting and remedial work required to make the affected parts of the <i>Work</i> come together properly. Such cutting and remedial work shall be performed by specialists familiar with the <i>Products</i> affected and shall be performed in a manner to neither damage nor endanger the <i>Work</i>.</p> <p>3.10.2 The <i>Contractor</i> shall coordinate the <i>Work</i> to ensure all cutting and remedial work required is kept to a minimum."</p>
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SC21 GC 3.11 CLEANUP

SC21.1	GC 3.11	<p>Add new GC 3.11 - CLEANUP as follows:</p> <p>"GC 3.11 CLEANUP</p> <p>3.11.1 The <i>Contractor</i> shall comply with all requirements for cleanup at the <i>Place of the Work</i> as specified in the <i>Contract Documents</i>.</p> <p>3.11.2 Before applying for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall remove waste products and debris and shall leave the <i>Place of the Work</i> clean and suitable for use or occupancy by the <i>Owner</i>. All products, tools, <i>Construction Equipment</i> and <i>Temporary Work</i> not required for the performance of any remaining <i>Work</i> shall be removed by the <i>Contractor</i>.</p> <p>3.11.3 As a condition precedent to final payment, the <i>Contractor</i> shall remove any remaining products, tools, <i>Construction Equipment</i>, <i>Temporary Work</i>, waste products and debris from the <i>Place of the Work</i>, to the satisfaction of the <i>Owner</i>.</p> <p>3.11.4 In the event that the <i>Contractor</i> fails to remove waste and debris as provided in this GC 3.11, then the <i>Owner</i> or the <i>Consultant</i> may give the <i>Contractor</i> twenty-four (24) hours <i>Notice in Writing</i> to meet its obligations respecting cleanup. Should</p>
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		the <i>Contractor</i> fail to meet its obligations pursuant to this GC 3.11 within the twenty-four (24) hour period next following delivery of the <i>Notice in Writing</i> , the <i>Owner</i> may remove such waste and debris and deduct from payments otherwise due to the <i>Contractor</i> , the <i>Owner's</i> costs for such cleanup.”
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SC22 *NEW* GC 3.12 EXCESS SOIL MANAGEMENT

SC22.1	GC 3.12	<p>Add new GC 3.12 – EXCESS SOIL MANAGEMENT as follows:</p> <p>“GC 3.12 EXCESS SOIL MANAGEMENT</p> <p>3.12.1 The <i>Contractor</i> shall be solely responsible for the proper management of all <i>Excess Soil</i> at the <i>Place of the Work</i> and for performance of the <i>Work</i> in compliance with the rules, regulations and practices required by the <i>Excess Soil Regulation</i> until such time as <i>Ready-for-Takeover</i> is achieved. Without restricting the generality of the previous sentence, the <i>Contractor's</i> responsibility under this GC 3.12 includes the designation, transportation, tracking, temporary and/or final placement, record keeping, and reporting of all <i>Excess Soil</i> in connection with the <i>Work</i> all in compliance with the <i>Excess Soil Regulation</i>.</p> <p>3.12.3 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, their agents, officers, directors, administrators, employees, consultants, successors and assigns from and against the consequences of any and all health and safety infractions committed directly by the <i>Contractor</i>, or those for whom it is responsible at law, under the <i>Excess Soil Regulation</i>, or any environmental protection legislation, including the payment of legal fees and disbursements on a substantial indemnity basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance.”</p>
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SC23 *NEW* GC 3.13 CONTRACTOR STANDARD OF CARE

SC23.1	GC 3.13	<p>Add new GC 3.13 – CONTRACTOR STANDARD OF CARE as follows:</p> <p>“GC 3.13 CONTRACTOR STANDARD OF CARE</p> <p>3.13.1 In performing its services and obligations under the <i>Contract</i>, the <i>Contractor</i> shall exercise a 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 <i>Contractor's</i> obligations, duties and responsibilities shall be interpreted in accordance with this standard. The <i>Contractor</i> shall exercise the same standard of due care and diligence in respect of any <i>Products</i>, personnel, or procedures which it may recommend to the <i>Owner</i> or employ on the <i>Project</i>.</p> <p>3.13.2 The <i>Contractor</i> further represents, covenants and warrants to the <i>Owner</i> that:</p> <p>.1 the personnel it assigns to the <i>Project</i> are appropriately experienced;</p>
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		<p>.2 it has a sufficient staff of qualified and competent personnel to replace any vacancy, subject to the <i>Owner's</i> approval, resulting from death, incapacity, removal or resignation; and</p> <p>.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>
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PART 4 ALLOWANCES

SC24 GC 4.1 CASH ALLOWANCES

SC24.1	4.1.3	In GC 4.1.3 <u>delete</u> the words “through the <i>Consultant</i> ” and <u>replace</u> them with “in writing.”
SC24.2	4.1.4	<p><u>Delete</u> GC 4.1.4 in its entirety and <u>replace</u> it with the following:</p> <p>“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, by the <i>Consultant</i> at the <i>Owner'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.”</p>
SC24.3	4.1.7	<p><u>Delete</u> GC 4.1.7 in its entirety and <u>replace</u> it with the following:</p> <p>“4.1.7 Immediately after the commencement of the <i>Work</i>, the <i>Contractor</i> shall submit to the <i>Owner</i> and the <i>Consultant</i> for their review and approval, a schedule that shows when the items called for under cash allowances and items that are specified to be <i>Owner</i> purchased (and <i>Contractor</i> installed or connected) are required to be ordered and delivered to the <i>Place of the Work</i> to avoid delaying the progress of the <i>Work</i>.”</p>
SC24.4	4.1.8, 4.1.9 & 4.1.10	<p><u>Add</u> new GC 4.1.8, 4.1.9, and 4.1.10 as follows:</p> <p>“4.1.8 The <i>Owner</i> reserves the right to call, or to have the <i>Contractor</i> call, for competitive bids for portions of the <i>Work</i> to be paid for from cash allowances. The list of bidders invited to submit a quote for <i>Work</i> subject to a cash allowance shall be approved in writing by the <i>Owner</i>. The successful bidder shall enter into a subcontract with the <i>Contractor</i> pursuant to GC 3.6 – SUBCONTRACTORS AND SUPPLIERS</p> <p>4.1.9 The <i>Contractor</i> shall submit to the <i>Consultant</i> and the <i>Owner</i> as required, before submission of final application for payment, copies of invoices and statements from the <i>Suppliers</i> furnishing material and equipment purchased under cash allowances in accordance with the <i>Specifications</i>.</p> <p>4.1.10 Where stated in the <i>Specifications</i>, certain cash allowance items must be priced by obtaining competitive quotations. If competitive quotations are not required, a complete breakdown of net costs of labour and materials (all trades) is required.”</p>

PART 5 PAYMENT

SC25 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC25.1	GC 5.1	Delete GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety and delete all additional references throughout the <i>Contract</i> to GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER.
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SC26 GC 5.2 APPLICATIONS FOR PAYMENT

SC26.1	GC 5.2	<p>Delete GC 5.2 in its entirety including all subparagraphs thereunder and <u>replace</u> it with the following:</p> <p>“5.2.1 On a <i>Working Day</i> that is not more than 5 calendar days prior to the end of a <i>Payment Period</i>, or at such other time agreed to by the <i>Owner</i> and the <i>Contractor</i> in writing, a representative of the <i>Contractor</i>, the <i>Owner</i> and the <i>Consultant</i> shall participate in a meeting to discuss and review the <i>Work</i> completed during the <i>Payment Period</i>, including quantities if applicable (the “Pre-Invoice Submission Meeting”). The <i>Contractor</i> shall bring with it to the <i>Pre-Invoice Submission Meeting</i> the following:</p> <ul style="list-style-type: none"> .1 a draft of its anticipated application for payment for the applicable <i>Payment Period</i>; .2 the schedule of values submitted in accordance with GC 5.2.7, and approved by the <i>Owner</i> in accordance with GC 5.2.7; .3 <i>Subcontractor</i> and <i>Supplier</i> invoices and supporting materials; .4 receipts for reimbursable expenses (where expressly permitted by the <i>Contract</i>, if at all); .5 accounts and records documenting the cost of performing the <i>Work</i> attributable to any <i>Change Order</i> or <i>Change Directive</i>; .6 any visual documentation (photos, videos, diagrams) evidencing the progress of the <i>Work</i>; and .7 any other documents reasonably required by the <i>Contract Documents</i>, the <i>Owner</i> or <i>Consultant</i>. <p>5.2.2 Within 5 calendar days following the <i>Pre-Invoice Submission Meeting</i>, the <i>Contractor</i> shall deliver to the <i>Owner</i>, with a copy to the <i>Consultant</i>, its application for payment that complies with the requirements of GC 5.2.3 for <i>Work</i> performed during a <i>Payment Period</i> (the “Proper Invoice Submission Date”), provided that if the fifth (5th) calendar day following a <i>Pre-Invoice Submission Meeting</i> falls on a calendar day that is not a <i>Working Day</i>, the <i>Proper Invoice Submission Date</i> shall be deemed to fall on the next <i>Working Day</i>. However, the following shall apply to the delivery of all <i>Contractor</i> applications for payment:</p> <ul style="list-style-type: none"> .1 If the <i>Contractor</i> fails to deliver its application for payment, at the interval prescribed in GC 5.2.2, subject to written approval by the <i>Owner</i>, the
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		<p><i>Contractor</i> shall not be entitled to submit its application for payment until the next prescribed interval. Should the <i>Owner</i> decide to accept an application for payment submitted after the applicable <i>Proper Invoice Submission Date</i> (which the <i>Owner</i> is under no obligation to do), such acceptance shall not be construed as a waiver of any of the <i>Owner's</i> rights, or as a waiver or release of the <i>Contractor's</i> obligations to strictly comply with the requirements prescribed in this GC 5.2 – APPLICATIONS FOR PAYMENT.</p> <p>.2 If an application for payment is delivered by the <i>Contractor</i> to the <i>Owner</i> on a day that is prior to an eligible <i>Proper Invoice Submission Date</i>, the application for payment will not be considered or reviewed by the <i>Owner</i> or the <i>Consultant</i> until the earliest eligible <i>Proper Invoice Submission Date</i> as identified in GC 5.2.2, at which point the application for payment will be deemed to have been received by the <i>Owner</i> and the <i>Consultant</i> for the purpose of review and evaluation.</p> <p>.3 Notwithstanding any other provision of this <i>Contract</i>, the <i>Contractor</i> shall not deliver an application for payment for consideration as a <i>Proper Invoice</i> by the <i>Owner</i>, during the <i>Restricted Period</i>.</p> <p>.4 The <i>Owner</i> and the <i>Contractor</i> hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of this GC 5.2 – APPLICATIONS FOR PAYMENTS.</p> <p>5.2.3 Applications for payment submitted under GC 5.2.2 shall be given in accordance with the following requirements:</p> <p>.1 be in a form prescribed, or otherwise approved in writing, by the <i>Owner</i>;</p> <p>.2 applications for payment shall include all of the requirements for a <i>Proper Invoice</i> prescribed by the <i>Construction Act</i> and this <i>Contract</i>;</p> <p>.3 be delivered to the <i>Owner</i> and to the <i>Consultant</i> in the same manner as a <i>Notice in Writing</i>;</p> <p>.4 unless directed otherwise by the <i>Owner</i> in writing, be delivered to the <i>Owner's</i> representative listed in Article A-6; and</p> <p>.5 be dated the last day of the applicable <i>Payment Period</i>.</p> <p>5.2.4 The parties hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of GC 5.2.2 and GC 5.2.3.</p> <p>5.2.5 Upon receiving the <i>Contractor's</i> application for payment submitted in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT, the <i>Owner</i> and the <i>Consultant</i> will assess whether all of the requirements for a <i>Proper Invoice</i> are satisfied within 3 <i>Working Days</i>. If the application for payment does not meet the requirements for a <i>Proper Invoice</i>, the application for payment will be returned to the <i>Contractor</i> with reasons from the <i>Owner</i> or the <i>Consultant</i> setting out why the application for payment does not meet the requirements for a <i>Proper Invoice</i>. The <i>Contractor</i> may then resubmit the application for payment with all required information within 3 <i>Working Days</i> of the <i>Contractor's</i> receipt of the <i>Owner's</i> or <i>Consultant's</i> reasons.</p>
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		<p>For clarity,</p> <ul style="list-style-type: none"> .1 if an application for payment does not include all of the requirements for a <i>Proper Invoice</i> required by GC 5.2.3.2, it shall not be considered a “Proper Invoice” for the purposes of the <i>Construction Act</i>. The <i>Owner</i> shall have no obligation to make a payment and the time periods set out in GC 5.3 - PAYMENTS and Section 6.4 of the <i>Construction Act</i> shall not apply until the <i>Contractor</i> has submitted an application for payment that includes all information required by GC 5.2.3.2; .2 if the <i>Contractor</i> fails, refuses, or neglects to resubmits its application for payment within three (3) <i>Working Days</i> after it is returned in accordance with this GC 5.2.5, the <i>Contractor</i> shall be deemed to have failed to deliver its application for payment and GC 5.2.2.1 shall apply; .3 where the <i>Contractor</i> disagrees with the <i>Owner’s</i> or the <i>Consultant’s</i> assessment that some of the requirements for a <i>Proper Invoice</i> required by GC 5.2.3.2 are missing from its application for payment, nothing in this GC 5.2.5 shall prevent the <i>Contractor</i> from resubmitting the same application for payment without any additional or new information; and .4 the <i>Owner</i> reserves the right, in its sole, absolute and unfettered discretion, to waive an error or minor irregularity or to permit the <i>Contractor</i> to correct an error or minor irregularity in any application for payment delivered by the <i>Contractor</i> for the purposes of deeming an application for payment a “Proper Invoice” within the meaning of the <i>Construction Act</i>, but the <i>Owner</i> shall be under no obligation to exercise this right. <p>5.2.6 The requirements of GC 5.2 – APPLICATIONS FOR PAYMENT are of the essence.</p> <p>5.2.7 The <i>Contractor</i> shall submit to the <i>Consultant</i>, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the <i>Work</i>, aggregating the total amount of the <i>Contract Price</i>, so as to facilitate evaluation of applications for payment. The schedule of values shall be made out in such form as specified in the <i>Contract Documents</i> or, where no such form is specified, as the <i>Owner</i> may reasonably direct and, once accepted by the <i>Owner</i>, shall be used as the basis for applications for payment.</p> <p>5.2.8 Applications for payment for <i>Products</i> manufactured but not yet delivered to the <i>Place of the Work</i> will not be considered. Applications for payment for <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i>, provided such <i>Products</i> are <i>Project</i> specific and cannot readily be used elsewhere, may be considered for payment on an individual basis and shall be supported by such evidence as the <i>Consultant</i> may reasonably require to establish the value and delivery of the <i>Products</i></p> <p>5.2.9 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 GC 13.1 - OWNERSHIP OF MATERIALS.”</p>
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SC27 GC 5.3 PAYMENT

<p>SC27.1</p>	<p>5.3.1</p>	<p><u>Delete</u> GC 5.3.1 in its entirety, including all subparagraphs thereunder, and <u>replace</u> it with the following:</p> <p>"5.3.1 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> that is a <i>Proper Invoice</i> and by no later than 10 calendar days after the receipt of the <i>Proper Invoice</i>:</p> <p>.1 the <i>Consultant</i> will either:</p> <p>(a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a progress payment certificate in the amount applied for by the <i>Contractor</i> in the <i>Proper Invoice</i>, or</p> <p>(b) issue to the <i>Owner</i>, with a copy to the <i>Contractor</i>, a certificate for payment for an amount determined by the <i>Consultant</i> to be properly due to the <i>Contractor</i> after applying any credits, withheld amounts, or other set-offs which the <i>Consultant</i> has determined that the <i>Owner</i> is entitled to notwithstanding any notice of dispute or disagreement that the <i>Contractor</i> may have served, along with the <i>Consultant's</i> reasons why an amount other than what is claimed in the <i>Proper Invoice</i> is properly due to the <i>Contractor</i>, which finding the <i>Owner</i> may accept or amend prior to the <i>Owner</i> issuing a <i>Notice of Non-Payment</i>, if any, in accordance with GC 5.3.2;</p> <p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 PAYMENT,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.3.2,</p> <p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p> <p>5.3.2 In the event that the application for payment delivered by the <i>Contractor</i> pursuant to GC 5.2 - APPLICATIONS FOR PAYMENT does not include the requirements for a <i>Proper Invoice</i> and the <i>Contractor</i> refuses to amend and resubmit its application for payment or where the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, then the <i>Owner</i> shall within 14 calendar days of receipt of the application for payment, issue a <i>Notice of Non-Payment</i> (Form 1.1).</p> <p>5.3.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties and the assistance of the <i>Consultant</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either party may issue a notice of <i>Adjudication</i> in the applicable form prescribed under the <i>Construction Act</i>. Any</p>
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		<p>portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.3.1.2.</p> <p>5.3.4 Provided that the <i>Owner</i> complies with its obligations under the <i>Construction Act</i>, and subject to any interim determination of an adjudicator in accordance with any <i>Adjudication</i>, and where applicable, a final determination made in accordance with the dispute resolution processes prescribed by this <i>Contract</i>, the <i>Owner</i> shall be entitled to claim in a <i>Notice of Non-Payment</i> a right to deduct from or, set off against, any payment of the <i>Contract Price</i>:</p> <ul style="list-style-type: none"> .1 any amount expended by the <i>Owner</i> in exercising the <i>Owner's</i> rights under this <i>Contract</i> to perform any of the <i>Contractor's</i> obligations that the <i>Contractor</i> has failed to perform; .2 any damages, costs or expenses (including, without limitation, reasonable legal fees and expenses) incurred by the <i>Owner</i> as a result of the failure of the <i>Contractor</i> to perform any of its obligations under the <i>Contract</i>; .3 any other amount owing from the <i>Contractor</i> to the <i>Owner</i> under this <i>Contract</i>. <p>5.3.5 The <i>Contractor</i> represents, warrants, and covenants to the <i>Owner</i> that it is familiar with its prompt payment and trust obligations under the <i>Construction Act</i> and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under the <i>Construction Act</i> including, without limitation, section 8.1 of the <i>Construction Act</i>. Evidence of the <i>Contractor's</i> compliance under this GC 5.3.5 will be made available to the <i>Owner</i> within 5 <i>Working Days</i> following receipt by the <i>Contractor</i> of a <i>Notice in Writing</i> making such request."</p>
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SC28 GC 5.4

SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

SC28.1	GC 5.4	<p><u>Delete</u> GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK in its entirety and <u>replace</u> it with the following:</p> <p>“GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK</p> <p>5.4.1 When the <i>Contractor</i> considers that <i>Substantial Performance of the Work</i> has been achieved, the <i>Contractor</i> shall prepare and submit to the <i>Consultant</i> and the <i>Owner</i> a comprehensive list of items to be completed or corrected and apply for a review by the <i>Consultant</i> and the <i>Owner</i> to establish <i>Substantial Performance of the Work</i>. Failure to include an item on the list does not alter the responsibility of the <i>Contractor</i> to complete the <i>Contract</i>.</p> <p>5.4.2 No later than ten (10) calendar days after receipt of the <i>Contractor's</i> list and application, the <i>Consultant</i> will complete a review of the <i>Project</i> to verify the validity of the application. No later than seven (7) calendar days after completing the review, the <i>Consultant</i> will notify the <i>Contractor</i> whether the <i>Project</i> has attained <i>Substantial Performance of the Work</i> and fix the date of <i>Substantial Performance</i></p>
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		<p><i>of the Work</i> in a certificate which shall meet the requirements of the <i>Construction Act</i> for a 'certificate of substantial performance'.</p> <p>5.4.3 Within seven (7) calendar days of receiving a signed copy of the certificate of substantial performance (as described in GC 5.4.2), the <i>Contractor</i> shall publish a copy of such certificate in the Daily Commercial News and deliver suitable evidence of such publication to the <i>Consultant</i> and the <i>Owner</i>. If the <i>Contractor</i> fails to publish the certificate and deliver evidence of same to the <i>Owner</i> and the <i>Consultant</i>, the <i>Owner</i> may publish the certificate and back-charge the <i>Contractor</i> its reasonable costs for doing so.</p> <p>5.4.4 After publication of the certificate of the <i>Substantial Performance of the Work</i>, the <i>Contractor</i> may submit an application for payment of the outstanding <i>Construction Act</i> holdback amount, which application for payment shall:</p> <ul style="list-style-type: none"> .1 include all of the requirements listed in EXHIBIT "1" - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE, as applicable to the application for payment of the holdback amount; and .2 include a statement that the <i>Contractor</i> has not received any written notices of lien or any claims for liens from any <i>Subcontractor</i> or <i>Supplier</i>. <p>5.4.5 The <i>Construction Act</i> holdback amount shall become due and payable the day immediately following the expiration of the holdback period prescribed by the <i>Construction Act</i>, subject to the occurrence of any of the following:</p> <ul style="list-style-type: none"> .1 the preservation of a lien in respect of the <i>Project</i> that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>; .2 receipt by the <i>Owner</i> of a written notice of lien that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>; or .3 prior to the expiry of 40 calendar days following the publication of the certificate of <i>Substantial Performance of the Work</i>, the <i>Owner</i> publishes a <i>Notice of Non-Payment</i> of holdback in accordance with the <i>Construction Act</i>, setting out the amount of holdback that will not be paid, which may include non-payment to secure the correction of deficiencies and/or the completion of the <i>Work</i>. <p>5.4.6 For release of <i>Construction Act</i> holdback on subcontract work which is 100% complete prior to the release of holdback contemplated under GC 5.4.5, the <i>Contractor</i> may make application to the <i>Owner</i> and the <i>Consultant</i> by written request for a review by the <i>Consultant</i> to determine the date of completion of the subcontract and shall submit such supporting material as the <i>Consultant</i> may in its discretion require, including:</p> <ul style="list-style-type: none"> .1 Description of the scope of <i>Work</i> included in the subcontract. .2 Declaration of Last Supply by the <i>Subcontractor</i> as prescribed in subsection 31(5) of the <i>Construction Act</i> (Form 7). .3 Certificate of Completion of Subcontract as prescribed in subsection 33(1) of the <i>Construction Act</i> (Form 10).
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		<p>.4 Workplace Safety & Insurance Board clearance certificate for the <i>Contractor</i>, the <i>Subcontractor</i> concerned, and any other <i>Subcontractors</i> and <i>Suppliers</i> who have provided any services to the <i>Subcontractor</i>.</p> <p>.5 Statutory declaration by an officer of the <i>Subcontractor</i> in the form CCDC Document 9B - 2001.</p> <p>.6 <i>Contractor's</i> written acknowledgement to the <i>Owner</i> that the requirements of the <i>Contract Documents</i> will not be altered by early release of the <i>Construction Act</i> holdback of the completed subcontracts.</p> <p>.7 Confirmation by the bonding company that it has been notified of the intent to claim early release of holdback and does not object.</p> <p>.8 sufficient evidence to the <i>Owner's</i> reasonable satisfaction that, as of the date of the <i>Contractor's</i> application, no claims for lien have been preserved against the <i>Place of the Work</i> that have not been vacated by the posting of security, discharged, or otherwise addressed in accordance with GC 5.8 – CONSTRUCTION LIENS.</p> <p>Notwithstanding the foregoing, the <i>Owner</i> shall be entitled to retain out of the holdback amount any sums required by law to satisfy any liens against the <i>Work</i> or other third party monetary claims against the <i>Contractor</i> which are enforceable against the <i>Owner</i> or otherwise in accordance with the <i>Owner's</i> rights of retention provided in this <i>Contract</i>.”</p>
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SC29 GC 5.5 FINAL PAYMENT

SC29.1	GC 5.5	<p><u>Delete</u> GC 5.5 in its entirety, including all subparagraphs thereunder and <u>replace</u> it with in the following:</p> <p>“5.5.1 When <i>Ready-for-Takeover</i> has been achieved in accordance with GC 12.1 – READY-FOR-TAKEOVER and the <i>Contractor</i> considers the <i>Work</i> is complete, and after the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i> have attended a <i>Pre-Invoice Submission Meeting</i> analogous to the requirement in GC 5.2.1 (the “Final Pre-Invoice Submission Meeting”), the <i>Contractor</i> may submit an application for final payment to the <i>Owner</i> and to the <i>Consultant</i>, which application for payment shall:</p> <p>.1 include all of the requirements set out in GC 5.2.3, including without limitation those requirements listed in EXHIBIT “1” - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE that are specific to an application for final payment; and</p> <p>.2 if applicable, (a) a certificate from the <i>Consultant</i> or written confirmation from the <i>Owner</i> that the deficiencies or incomplete <i>Work</i> waived by the <i>Owner</i> pursuant to GC 12.1.2 have been fully rectified as of the date of the <i>Contractor's</i> application for final payment, and/or (b) written confirmation, signed by the <i>Owner</i> and the <i>Contractor</i>, that the <i>Contract Price</i> has been reduced by a specified amount in exchange for the <i>Owner</i> releasing the <i>Contractor</i> of its obligation to rectify the certain outstanding deficiencies</p>
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		<p>and/or incomplete <i>Work</i> waived by the <i>Owner</i> pursuant to GC 12.1.2, as detailed in such written confirmation.</p> <p>5.5.2 No later than 5 calendar days prior to the <i>Final Pre-Invoice Submission Meeting</i>, the <i>Contractor</i> will, if not already provided, submit to the <i>Consultant</i> all closeout documentation required by the <i>Contract Documents</i>, including but not limited to, warranties, manuals, guarantees, as-built drawings and all other relevant literature from suppliers and manufacturers including, but not limited to, where applicable (the “Close-Out Documentation”):</p> <ul style="list-style-type: none"> .1 equipment, maintenance, and operations manuals; .2 equipment specifications, data sheets and brochures, parts lists and assembly drawings, performance curves and other related data; .3 line drawings, value charts and control sheets sequences with description of the sequence of operations; .4 warranty documents; .5 guarantees; .6 certificates; .7 service and maintenance reports; .8 <i>Specifications</i>; .9 <i>Shop Drawings</i>; .10 coordination drawings; .11 testing and balancing results and reports; .12 <i>Commissioning</i> and quality assurance documentation; .13 distribution system diagrams; .14 spare parts; .15 samples; .16 existing reports and correspondence from authorities having jurisdiction in the <i>Place of the Work</i>; and .17 other materials or documentation required to be submitted under the <i>Contract</i>. <p>5.5.3 The <i>Close-Out Documentation</i> shall constitute requirements for the <i>Proper Invoice</i> for final payment.</p>
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		Subject to the foregoing, the <i>Owner</i> shall release the holdback in accordance with the <i>Construction Act</i> .”
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SC30 *NEW* GC 5.8 CONSTRUCTION LIENS

SC30.1	GC 5.8	<p><u>Add</u> new GC 5.8 – CONSTRUCTION LIENS as follows:</p> <p>“GC 5.8 CONSTRUCTION LIENS</p> <p>5.8.1 Notwithstanding any other provision in the <i>Contract</i>, the <i>Owner</i> shall not be obligated to issue a certificate, and the <i>Owner</i> shall not be obligated to make payment to the <i>Contractor</i>, if at the time such certificate or payment was otherwise due:</p> <ul style="list-style-type: none"> .1 a claim for lien has been registered against the <i>Project</i> lands by a <i>Subcontractor</i> or a <i>Supplier</i> that has not been vacated or discharged by the <i>Contractor</i> in accordance with the requirements of this <i>Contract</i>, or .2 if the <i>Owner</i> or a mortgagee of the <i>Project</i> lands has received a written notice of a lien that has not been resolved by the <i>Contractor</i> through the posting of security or otherwise. <p>5.8.2 In the event a construction lien arising from the performance of the <i>Work</i> is preserved by a <i>Subcontractor</i> or a <i>Supplier</i> of any tier, or a written notice of a lien is given to the <i>Owner</i> by a <i>Subcontractor</i> or <i>Supplier</i>, or a construction lien action is commenced against the <i>Owner</i> by a <i>Subcontractor</i> or a <i>Supplier</i> of any tier, or the <i>Contractor</i> has registered a claim for lien against title to the <i>Place of the Work</i> then the <i>Contractor</i> shall, at its own expense:</p> <ul style="list-style-type: none"> .1 within 10 calendar days of registration of a claim for lien, or delivery of a claim for lien by a <i>Subcontractor</i> or <i>Supplier</i> to the Clerk of the <i>Owner</i>, vacate the lien by posting security with the Ontario Superior Court in accordance with s. 44 of the <i>Construction Act</i> or procure a discharge of the lien. If the lien is merely vacated, the <i>Contractor</i> shall, if requested, undertake the <i>Owner’s</i> defence of any subsequent action commenced by a <i>Subcontractor</i> or <i>Supplier</i> in respect of the lien being claimed, at the <i>Contractor’s</i> sole expense; .2 within 10 calendar days of receiving notice from the <i>Owner</i> of a written notice of a lien being given to the <i>Owner</i> by a <i>Subcontractor</i> or <i>Supplier</i>, post security with the Ontario Superior Court of Justice so that the written notice of a lien no longer binds the parties upon whom it was served; and .3 satisfy all judgments and pay all costs arising from such <i>Subcontractor</i> or <i>Supplier</i> construction lien(s) and actions and fully indemnify the <i>Owner</i> against all costs and expenses arising from same, including legal costs on a full indemnity basis. <p>5.8.2 In the event that the <i>Contractor</i> fails or refuses to comply with its obligations pursuant to GC 5.8.2, the <i>Owner</i> shall, at its option, be entitled to take all steps necessary to address any such construction liens including, without limitation and in addition to the <i>Owner’s</i> rights under GC 5.8.3, the posting of security with the</p>
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		<p>Ontario Superior Court of Justice to vacate the claim for lien or written notice of lien, and in so doing will be entitled to a full indemnity from the <i>Contractor</i> for all legal fees, security, disbursements and other costs incurred and will be entitled to deduct same from amounts otherwise owing to the <i>Contractor</i>.</p> <p>5.8.3 In the event that any <i>Subcontractor</i> or <i>Supplier</i> of any tier preserves a claim for lien with respect to the <i>Work</i>, or the <i>Contractor</i> registers a claim for lien against title to the <i>Place of the Work</i>, the <i>Owner</i> shall have the right to withhold, in addition to the statutory holdback, the full amount of said claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien or written notice of lien and to bring a motion to vacate the registration of said claim for lien and any associated certificate of action in respect of that lien, in accordance with Section 44 of the <i>Construction Act</i>, by paying into court as security the amount withheld.</p> <p>5.8.4 Nothing in this GC 5.8 serves to preclude the <i>Contractor</i> from preserving and perfecting its lien, in accordance with the <i>Construction Act</i>, in the event of non-payment by the <i>Owner</i>.”</p>
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PART 6 CHANGES IN THE WORK

SC31 GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

SC31.1	6.1.2	<p><u>Insert</u> the following sentence at the end of GC 6.1.2:</p> <p>“This requirement is of the essence of the <i>Contract</i> and it is the express intention of the parties that any claims by the <i>Contractor</i> for a change in the <i>Contract Price</i> and/or <i>Contract Time</i> shall be barred unless there has been strict compliance with PART 6 - CHANGES IN THE WORK. No verbal dealings between the parties and no implied acceptance of alterations or additions to the <i>Work</i> and no claims that the <i>Owner</i> has been unjustly enriched by any alteration or addition to the <i>Work</i>, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this <i>Contract</i>, an increase to the <i>Contract Price</i>, or a claim for any extension of the <i>Contract Time</i>.”</p>
SC31.2	6.1.3 to 6.1.9	<p><u>Add</u> new GC 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, and 6.1.9 as follows:</p> <p>“6.1.3 Where a change in the <i>Work</i> involves additions, deletions, or other revisions to the <i>Work</i>, the <i>Contract Price</i> shall be increased only by the net actual value of the change in the <i>Work</i>, including taxes, but excluding <i>Value Added Taxes</i>, plus the following:</p> <ul style="list-style-type: none"> .1 subject to GC 6.1.3.5, <i>Contractor’s</i> percentage fee for work performed by the <i>Contractor’s</i> own forces: 10%; .2 subject to GC 6.1.3.5, <i>Contractor’s</i> percentage fee for work performed by a <i>Subcontractor’s</i> forces (<u>excluding</u> the <i>Subcontractor’s</i> percentage fee specified in GC 6.1.3.3): 5%; .3 subject to GC 6.1.3.5, <i>Subcontractor’s</i> percentage fee for work performed by a <i>Subcontractor’s</i> own forces: 10%;

		<p>.4 if a <i>Subcontractor</i> retains another subcontractor (sub-subcontractor), no additional percentage fee shall be charged to the <i>Owner</i> for the sub-subcontract work;</p> <p>.5 percentage fee may not be charged on changes in the <i>Work</i> where there is a net decrease to the <i>Contract Price</i>.</p> <p>6.1.4 Costs for the following items shall be considered to be included in the <i>Contractor's</i> and <i>Subcontractor's</i> percentage fees specified in GC 6.1.3:</p> <p>.1 <i>Contractor's</i> site and head office expenses;</p> <p>.2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel;</p> <p>.3 Temporary site office, including costs for telephone and facsimile machine;</p> <p>.4 Small tools (valued less than \$2,000);</p> <p>.5 Record drawings (per <i>Owner's</i> AutoCAD layering standard);</p> <p>.6 Clean-up and disposal of waste materials;</p> <p>.7 Insurance and bonding premiums subject to the following:</p> <p>(a) additional bonding and insurance costs will not be accepted as forming part of the cost associated with <i>Change Orders</i> or <i>Change Directives</i> unless the change can be demonstrated as materially affecting risk. Flow through charges from the surety and/or insurer to the <i>Contractor</i> must be substantiated by the surety and/or insurer as "materially affecting risk" in accordance with CCDC 21 — Guide to Construction Insurances, paragraph 5.8 "Material" Changes in Risk.</p> <p>(b) Material risk must be defined by the surety and/or insurer and the definition made available to all named parties of the bonds and insurance policies.</p> <p>(c) If a material risk can be demonstrated and is acceptable to all parties, then the obligee and/or named insured is entitled to receive a new bond and/or insurance policy reflecting the change in the <i>Contract Price</i>, and the premium for the increase to the bonds and/or insurance policy may then be separated from the overhead mark-up and included as a separate line item in the cost of the change in the <i>Work</i>.</p> <p>6.1.5 Labour costs shall be the actual, prevailing rates at the <i>Place of the Work</i> paid to the workers, plus statutory charges on labour including statutory workers' insurance, employment insurance, Canada Pension, vacation pay, medical and health benefits.</p> <p>6.1.6 Quotations for changes in the <i>Work</i> shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from <i>Subcontractors</i> and <i>Suppliers</i>, submitted in a format acceptable to the <i>Consultant</i>. Fees for <i>Contractor</i> owned equipment shall be substantiated by quotations or fee schedules provided by equipment rental companies independent of the <i>Contractor</i>.</p> <p>6.1.7 When additions, deletions, or other revisions to the <i>Work</i> covering related work or substitutions are involved in a change to the <i>Work</i>, payment, including overhead and profit on net increases to the <i>Contract Price</i> only, shall be calculated on the</p>
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		<p>basis of the net difference to the <i>Contract Price</i>, if any, with respect to the change in the <i>Work</i>.</p> <p>6.1.8 If any change or deviation in, or omission from the <i>Work</i> is made by which the amount of <i>Work</i> to be performed is decreased, or if the whole or a portion of the <i>Work</i> is dispensed with, no compensation is claimable by the <i>Contractor</i> for any loss of anticipated profit in respect thereof.</p> <p>6.1.9 The <i>Contractor</i> shall submit sufficiently detailed information with each <i>Change Order</i> or <i>Change Directive</i>, showing effect of changes in the <i>Work</i> on <i>Contract Time</i>, via critical path methodology.”</p>
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SC32 GC 6.2 CHANGE ORDER

SC32.1	6.2.1	In GC 6.2.1 delete the words “a method of adjustment or an amount of adjustment for the Contract Price, if any,” and <u>replace</u> them with “using the method of adjustment to the Contract Price prescribed by Owner, through the Consultant, in accordance with GC 6.2.3, if an adjustment is at all necessary,”
SC32.2	6.2.3	<p><u>Add</u> new GC 6.2.3 as follows:</p> <p>“6.2.3 The value of a change shall be determined in one or more of the following methods as prescribed by the <i>Owner</i> in writing, through the <i>Consultant</i>:</p> <p>.1 (Lump Sum) by estimate and acceptance of a lump sum, which shall include as part of the lump sum, the permitted markup(s) for changes in the <i>Work</i> set out in GC 6.1.3. In the case of a change in the <i>Work</i> to be valued in accordance with a lump sum method, the <i>Contractor</i> shall present to the <i>Consultant</i> for approval a detailed estimate of the costs of the <i>Contractor</i> and the involved <i>Subcontractors</i> including products, labour itemized by man hours, labour burden and the percentage fee of each of the involved <i>Subcontractors</i> shown separately; or,</p> <p>.2 (Unit Prices) by unit prices established in the <i>Contract Documents</i> or subsequently agreed upon. Unit prices shall include the permitted markup(s) for changes in the <i>Work</i> set out in GC 6.1.3, and shall be the total cost to the <i>Owner</i>. Adjustment to the <i>Contract Price</i> shall be based on a net quantity difference from the original quantity; or,</p> <p>.3 (Time and Material Costs) by the amount of the actual cost of expenditures and savings to perform the work attributable to the change, valued in accordance with GC 6.3.7, plus the permitted markup(s) for changes in the <i>Work</i> set out in GC 6.1.3, and as follows:</p> <p>(a) If the change results in a net increase in the <i>Contractor’s</i> cost, the <i>Contract Price</i> shall be increased by the amount of the net increase in the <i>Contractor’s</i> cost, plus the <i>Contractor’s</i> percentage fee on such net increase in accordance with GC 6.1.3.</p> <p>(b) If the change results in a net decrease in the <i>Contractor’s</i> cost, the <i>Contract Price</i> shall be decreased by the amount of the net decrease</p>

		in the <i>Contractor's</i> cost, without adjustment for the <i>Contractor's</i> percentage fee.”
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SC33 GC 6.3 CHANGE DIRECTIVE

SC33.1	6.3.3	<u>Delete</u> GC 6.3.3 in its entirety.
SC33.2	6.3.6	<u>Delete</u> GC 6.3.6 and <u>replace</u> it with the following: “6.3.6 The adjustment in the <i>Contract Price</i> for a change carried out by way of a <i>Change Directive</i> shall be determined by the amount of the actual cost of expenditures and savings to perform the work attributable to the change, valued in accordance with GC 6.3.7, plus the permitted markup(s) for changes in the <i>Work</i> set out in GC 6.1.3, and as follows: (a) If the change results in a net increase in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be increased by the amount of the net increase in the <i>Contractor's</i> cost, plus the <i>Contractor's</i> percentage fee on such net increase in accordance with GC 6.1.3. (b) If the change results in a net decrease in the <i>Contractor's</i> cost, the <i>Contract Price</i> shall be decreased by the amount of the net decrease in the <i>Contractor's</i> cost, without adjustment for the <i>Contractor's</i> percentage fee.”
SC33.3	6.3.7.1(4)	<u>Delete</u> GC 6.3.7.1(4).
SC33.4	6.3.7.7	Amend GC 6.3.7.7 by <u>deleting</u> the words “described in paragraph 6.3.7.1” and <u>replacing</u> them with “approved by the <i>Owner</i> in writing and in advance of any such expenses being incurred;”
SC33.5	6.3.7.9	Amend GC 6.3.7.9 by <u>adding</u> the following to the end of the paragraph: “...when specifically requested by the <i>Owner</i> or as directed by the <i>Consultant</i> .”.
SC33.6	6.3.7.10	Amend GC 6.3.7.10 by <u>adding</u> the following to the end of the paragraph: “, provided that such amounts are not caused by negligent acts, omissions, or default of the <i>Contractor</i> or <i>Subcontractor</i> .”.
SC33.7	6.3.7.13	<u>Delete</u> GC 6.3.7.13.
SC33.8	6.3.7.15	<u>Delete</u> GC 6.3.7.15.
SC33.9	6.3.7.17	<u>Delete</u> GC 6.3.7.17 in its entirety including all subparagraphs.
SC33.10	6.3.11	<u>Delete</u> GC 6.3.11 and <u>replace</u> it with the following: “6.3.11 The value of the <i>Work</i> performed as a result of a <i>Change Directive</i> shall not be eligible to be included in progress payments until the amount, including the

		method for determining the amount, of such <i>Change Directive</i> has been determined.”
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SC34 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC34.1	6.4.1	<p><u>Delete</u> GC 6.4.1 and <u>replace</u> it with the following:</p> <p>“6.4.1 Having regard to the amount of time between the <i>Owner</i> issuing the procurement documents and the closing date of the procurement, as well as any requirement for proponents to attend a tour of the <i>Place of the Work</i> during the procurement process, the <i>Contractor</i> confirms that, prior to submitting its bid, it carefully investigated the current conditions at the <i>Place of the Work</i>, and applied to that investigation the degree of care and skill described in GC 3.13.1. If the <i>Contractor</i> has failed, neglected, or refused to conduct such careful investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the <i>Work</i> which could make the <i>Work</i> more expensive or more difficult to perform than was contemplated at the time the <i>Contract</i> was executed. No claim by the <i>Contractor</i> will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the <i>Contract</i>.”</p>
SC34.2	6.4.2	<p>Amend GC 6.4.2 by:</p> <p>(a) <u>adding</u> a new first sentence as follows:</p> <p>“Having regard to the <i>Contractor’s</i> obligation to investigate the <i>Place of the Work</i> under GC 6.4.1, if the <i>Contractor</i> believes that the conditions of the <i>Place of the Work</i> differ materially from those reasonably anticipated to exist and generally recognized as inherent in construction activities of similar projects, differ materially from those indicated in the <i>Contract Documents</i>, or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1, then the <i>Contractor</i> shall deliver a <i>Notice in Writing</i> to the <i>Owner</i> and <i>Consultant</i> no later than five (5) <i>Working Days</i> after the first observation of such conditions by the <i>Contractor</i> or its <i>Subcontractor</i> or <i>Supplier</i>. No adjustment to the <i>Contract Price</i> or extension of <i>Contract Time</i> shall be made for unknown or discovered conditions unless <i>Notice in Writing</i> is delivered in accordance with this GC 6.4.2.”</p> <p>-and-</p> <p>(b) amending the second sentence, in the second line, following the word “materially” by <u>adding</u> the words “or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1.”</p>

SC35 GC 6.5 DELAYS

SC35.1	6.5.1	<p>In the last sentence of GC 6.5.1, <u>delete</u> the words “reasonable costs incurred by the <i>Contractor</i> as a result of such delay” and <u>replace</u> them with the following:</p> <p>“reasonable direct costs directly flowing from the delay, but excluding any consequential, indirect, or special damages (including, without limitation, loss of profits, loss of opportunity, or loss of productivity).”</p>
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SC35.2	6.5.2	<p><u>Delete</u> GC 6.5.2 in its entirety and <u>replace</u> it with the following:</p> <p>“6.5.2 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by a stop work order issued by a court or other public authority and providing that such order was issued on account of a direct breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes by the <i>Owner</i>, <i>Other Contractor(s)</i>, or the <i>Consultant</i>, and relating to the <i>Work</i> or the <i>Place of the Work</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. The <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable direct costs directly flowing from the delay, but excluding any consequential, indirect or special damages (including, without limitation, loss of profits, loss of opportunity or loss of productivity).”</p>
SC35.3	6.5.3	<p><u>Delete</u> GC 6.5.3 in its entirety and <u>replace</u> with the following:</p> <p>“6.5.3 If the performance of the <i>Work</i> or the performance of any other obligation(s) of a party to this <i>Contract</i> is delayed by <i>Force Majeure</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> in consultation with the <i>Owner</i> and the <i>Contractor</i> shall agree. The extension of time shall not be less than the time lost as a result of the <i>Force Majeure</i> event causing the delay, unless the <i>Contractor</i> agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the <i>Contract Time</i> attributable to the <i>Force Majeure</i> event, the <i>Owner</i> and the <i>Contractor</i> shall execute a <i>Change Order</i> issued by the <i>Consultant</i> indicating the length of the extension to the <i>Contract Time</i> and confirming that there are no costs payable by either party to the other for the extension of <i>Contract Time</i>.</p> <p>.1 Notwithstanding the foregoing, the <i>Owner</i>, through the <i>Consultant</i>, may issue a <i>Change Directive</i> requiring the <i>Contractor</i> to undertake those specific actions identified in the <i>Change Directive</i> as the <i>Contractor</i> can reasonably and safely initiate to remove or relieve either the <i>Force Majeure</i> or its direct or indirect effects on the <i>Project</i>, in which case the <i>Contract Price</i> will be adjusted in accordance with GC 6.3.7. If the <i>Contractor</i> fails within the time period specified in the <i>Change Directive</i> to take such action, then the <i>Owner</i> may, at its sole and absolute discretion and after it has given written notice to the <i>Contractor</i>, take some or all of such actions to partially or wholly remove or relieve such <i>Force Majeure</i> or its direct or indirect effects, and thereafter require the <i>Contractor</i> to resume the performance of the <i>Work</i>.”</p>
SC35.4	6.5.4	<p><u>Delete</u> GC 6.5.4 in its entirety and <u>replace</u> it with the following:</p> <p>“6.5.4 No extension or compensation shall be made for delay or impact on the <i>Work</i> unless <i>Notice in Writing</i> of a claim is given to the <i>Owner</i>, with a copy to the <i>Consultant</i>, not later than ten (10) <i>Working Days</i> after the commencement of the delays or impact on the <i>Work</i>, provided however, that, in the case of a continuing cause of delay or impact on the <i>Work</i>, only one <i>Notice in Writing</i> of claim shall be necessary.”</p>
SC35.5	6.5.6, 6.5.7,	<p><u>Add</u> new GC 6.5.6, 6.5.7, 6.5.8, and 6.5.9 as follows:</p>

	6.5.8 & 6.5.9	<p>“6.5.6 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by an act or omission of the <i>Contractor</i> or anyone 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>Owner</i> may decide in consultation with the <i>Consultant</i> and 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 sub-consultants, project managers, or others employed or engaged by the <i>Owner</i>, and in particular, the costs of the <i>Consultant’s</i> services during the period between the date of <i>Ready-for-Takeover</i> stated in Article A-1 herein, as the same may be extended through the provision of these General Conditions, and any later or actual date of <i>Ready-for-Takeover</i> achieved by the <i>Contractor</i>.</p> <p>6.5.7 In the event of a suspension or delay in the performance of the <i>Work</i>, regardless of the reason, the <i>Contractor</i> shall be and remain responsible for the care, maintenance and protection of the <i>Work</i>.</p> <p>6.5.8 No claim for delay shall be made by the <i>Contractor</i> and the <i>Contract Time</i> shall not be extended due to climatic conditions (other than <i>Inclement Weather</i>) or arising from the <i>Contractor’s</i> efforts to maintain the <i>Contract Schedule</i>.</p> <p>6.5.9 Regardless of the reason or cause of delay, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> .1 have a duty to mitigate the expenses or costs which may be incurred as a result of any delay, which mitigation measures shall include, but not be limited to, reducing the number of the <i>Contractor’s</i> and <i>Subcontractor’s</i> personnel at the <i>Place of the Work</i>, reducing the amount of supplies or the use of <i>Equipment</i>, and there shall be no reimbursement for any costs or expenses that could reasonably have been mitigated; and .2 keep such records and documentation as may be necessary to support any claim for reimbursement for expenses or costs which may be incurred as a result of any delay, including any records or documentation which demonstrates compliance with GC 6.5.9.1, and there shall be no reimbursement for any costs that are not sufficiently supported by such necessary records and documentation, as determined by the <i>Consultant</i>.”
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SC36 GC 6.6

CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC36.1	6.6.5	<p><u>Delete</u> GC 6.6.5 and <u>replace</u> it with the following:</p> <p>“6.6.5 The <i>Consultant’s</i> findings, with respect to a claim made by either party, will be given by <i>Notice in Writing</i> to both parties within 30 <i>Working Days</i> after receipt of the claim described in GC 6.6.3 by the <i>Consultant</i>, or within such other time period as may be agreed by the parties and the <i>Consultant</i>.”</p>
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SC37 PART 7 DEFAULT NOTICE

SC38 GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

SC38.1	7.1.2	In GC 7.1.2 <u>delete</u> the words “and if the <i>Consultant</i> has given a written statement to the <i>Owner</i> and <i>Contractor</i> which provides the detail of such neglect to perform the <i>Work</i> properly or such failure to comply with the requirements of the <i>Contract</i> to a substantial degree, ”.
SC38.2	7.1.4.2 & 7.1.4.3	<p><u>Delete</u> GC 7.1.4.2 and <u>replace</u> it with the following new subparagraphs GC 7.1.4.2 and 7.1.4.3:</p> <p>“.2 terminate the <i>Contractor’s</i> right to continue with the <i>Work</i> in whole or in part (and where the termination relates to the whole of the remaining <i>Work</i>, the <i>Owner</i> shall also publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i>; or</p> <p>.3 terminate the <i>Contract</i>, and publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i>.”</p>
SC38.3	7.1.7, 7.1.8 & 7.1.9	<p><u>Add</u> the follow new GC 7.1.7, 7.1.8, and 7.1.9:</p> <p>“7.1.7 The <i>Owner</i> may terminate the <i>Contract</i> at any time for any or no reason and without cause upon 30 calendar days’ <i>Notice in Writing</i> to the <i>Contractor</i>. In such event, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed including reasonable profit, for loss sustained upon <i>Products</i> and <i>Construction Equipment</i>, and such other damages as the <i>Contractor</i> may have sustained as a result of the termination of the <i>Contract</i>, but in no event shall the <i>Contractor</i> be entitled to be compensated for any loss of profit on unperformed portions of the <i>Work</i>, or indirect, special, or consequential damages incurred.</p> <p>7.1.8 Immediately upon termination, the <i>Contractor</i> shall provide <i>Notice in Writing</i> to its <i>Subcontractors</i> and <i>Suppliers</i>, advising of the effective date of termination. The parties will generally assist each other to the extent reasonable to wind-up, with the least amount of inconvenience and disruption possible, their involvement with each other and the <i>Place of the Work</i>.</p> <p>7.1.9 The <i>Contractor</i> shall co-operate with the <i>Owner</i> and do everything reasonably within its power at all times to minimize the amount of the <i>Owner’s</i> obligations in the event of a termination under this GC 7.1. Should the <i>Contractor</i> fail or refused to comply with the terms and conditions under this GC 7.1, the <i>Owner</i> may be entitled to set-off against any outstanding amount owed to the <i>Contractor</i>.”</p>

SC39 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC39.1	7.2.1	Amend GC 7.2.1 by <u>deleting</u> the period at the end of the sentence and <u>adding</u> the following: "and within 5 <i>Working Days</i> publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i> ."
SC39.2	7.2.2	<u>Delete</u> GC 7.2.2 and <u>replace</u> it with the following: "7.2.2 If the <i>Work</i> is suspended or otherwise delayed for a period of 40 consecutive <i>Working Days</i> or more under a stop work order issued by a court or other public authority on account of a breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes directly by the <i>Owner</i> or the <i>Owner's</i> other contractor(s), and relating to the <i>Work</i> or the <i>Place of the Work</i> , the <i>Contractor</i> may, without prejudice to any other right or remedy the <i>Contractor</i> may have, terminate the <i>Contract</i> by giving the <i>Owner Notice in Writing</i> to that effect."
SC39.3	7.2.3.1	<u>Delete</u> GC 7.2.3.1 in its entirety.
SC39.4	7.2.3.3	<u>Delete</u> subparagraph 7.2.3.3 and replace it with the following: ".3 The <i>Owner</i> fails to pay the <i>Contractor</i> when due the amounts certified by the <i>Consultant</i> (except where the <i>Owner</i> has issued a <i>Notice of Non-Payment</i> or otherwise has a <i>bona fide</i> claim for setoff) or awarded by <i>Adjudication</i> , arbitration, or a court, or".
SC39.5	7.2.3.4	Amend GC 7.2.3.4 by deleting the words ", except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,".
SC39.6	7.2.5	<u>Delete</u> GC 7.2.5 and <u>replace</u> it with the following: "7.2.5 If the <i>Contractor</i> terminates the <i>Contract</i> under the conditions described in this GC 7.2, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of termination. The <i>Contractor</i> shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and construction machinery and equipment. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses."
SC39.7	7.2.6 & 7.2.7	<u>Add</u> new GC 7.2.6 and 7.2.7 as follows: "7.2.6 If the <i>Contractor</i> suspends the <i>Work</i> or terminates the <i>Contract</i> in accordance with this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the <i>Contractor</i> shall leave the <i>Place of the Work</i> and the <i>Work</i> in a secure condition as required by jurisdictional authorities applicable to the <i>Place of the Work</i> and as required by the <i>Contract Documents</i> . 7.2.7 Notwithstanding any provision of the <i>Contract</i> that states or implies the contrary, the <i>Contractor</i> shall not, in any circumstances where it suspends the <i>Work</i> or terminates the <i>Contract</i> , be entitled to recover from or advance a claim against the <i>Owner</i> for any indirect, consequential or special damages, costs claimed to have incurred for loss of productivity, or any lost profits."

PART 8 DISPUTE RESOLUTION

SC40 GC 8.2 ADJUDICATION

<p>SC40.1</p>	<p>8.2.2 to 8.2.7</p>	<p><u>Add</u> new GC 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.6, and 8.2.7 as follows:</p> <p>“8.2.2 Save and except where the <i>Contractor</i> has given an undertaking, in accordance with the <i>Act</i>, to refer a dispute to <i>Adjudication</i>, prior to delivering a notice of <i>Adjudication</i> in a form prescribed by the <i>Act</i>, the parties agree to first address all disputes with at least one in-person meeting with the <i>Owner’s</i> representative, the <i>Consultant’s</i> representative, and the <i>Contractor’s</i> representative. The parties agree that such steps will be taken to resolve any disputes in a timely and cost-effective manner.</p> <p>8.2.3 Notwithstanding any other provisions in PART 8 DISPUTE RESOLUTION, the parties shall engage in <i>Adjudication</i> proceedings as required by, and in accordance with, the <i>Construction Act</i>.</p> <p>8.2.4 The following procedures shall apply to any <i>Adjudication</i> the parties engage in under the <i>Construction Act</i>:</p> <p>.1 any hearings shall be held at a venue within the jurisdiction of the <i>Place of the Work</i> or such other venue as the parties may agree and which is acceptable to the adjudicator;</p> <p>.2 the <i>Adjudication</i> shall be conducted in English;</p> <p>.3 each party may be represented by counsel throughout an <i>Adjudication</i>;</p> <p>.4 there shall not be any oral communications with respect to issues in dispute that are the subject of an <i>Adjudication</i> between a party and the adjudicator unless it is made in the presence of both parties or their legal representatives; and</p> <p>.5 a copy of all written communications between the adjudicator and a party shall be given to the other party at the same time.</p> <p>8.2.5 Any documents or information disclosed by the parties during an <i>Adjudication</i> are confidential and the parties shall not use such documents or information for any purpose other than the <i>Adjudication</i> in which they are disclosed and shall not disclose such documents and information to any third party, unless otherwise required by law, save and except the for the adjudicator.</p> <p>8.2.6 If the <i>Contractor</i> fails to comply with any of the notice requirements set out in the <i>Contract</i>, including the time limits set out in any of the following:</p> <p>.1 GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS;</p> <p>.2 GC 6.5 – DELAYS;</p>
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		<p>.3 GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE;</p> <p>.4 PART 8 DISPUTE RESOLUTION</p> <p>.5 GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES</p> <p>.6 GC 9.3 – ARTIFACTS AND FOSSILS; or</p> <p>.7 GC 9.5 - MOULD</p> <p>in respect of any claim or dispute, the <i>Contractor</i> shall have no entitlement whatsoever (including to an increase in the <i>Contract Price</i>, or an extension of <i>Contract Time</i>) in the context of an <i>Adjudication</i> under the <i>Construction Act</i> and waives the right to make any such claims or disputes in an <i>Adjudication</i>. This GC 8.2.6 shall operate conclusively as an estoppel and bar in the event such claims or disputes are brought in an <i>Adjudication</i> and the <i>Owner</i> may rely on this GC 8.2.6 as a complete defence to any such claims or disputes.</p> <p>8.2.7 The parties hereby acknowledge and agree,</p> <p>.1 that counterclaims, claims of set-off or the exercise or use of other contractual rights that permit the <i>Owner</i> to withhold, deduct or retain from monies otherwise owed to the <i>Contractor</i> under the <i>Contract</i> may be referred to, and included as part of, <i>Adjudications</i> under the <i>Construction Act</i>;</p> <p>.2 that disputes related to the termination or abandonment of the <i>Contract</i>, as well as any disputes that arise or are advanced following the termination or abandonment of the <i>Contract</i>, shall not be referred to <i>Adjudication</i> under the <i>Construction Act</i>;</p> <p>.3 that notice(s) of <i>Adjudication</i>, with respect to any dispute or claim relating to the <i>Project</i>, shall not be given, and no <i>Adjudication</i> shall be commenced following <i>Contract</i> completion, <i>Contract</i> abandonment, or termination of the <i>Contract</i>;</p> <p>.4 that any <i>Adjudication</i> between the <i>Contractor</i> and a <i>Subcontractor</i> or a supplier that relates to an <i>Adjudication</i> between the <i>Owner</i> and the <i>Contractor</i> shall be joined together to be adjudicated by a single adjudicator, provided that the adjudicator agrees to do so, and the <i>Contractor</i> shall include a provision in each of its contracts that contain an equivalent obligation to this GC 8.2.7.4; and</p> <p>.5 that, other than where the <i>Contractor</i> is obliged to commence an <i>Adjudication</i> pursuant to an undertaking under the <i>Construction Act</i>, neither the <i>Owner</i> nor the <i>Contractor</i> shall commence an <i>Adjudication</i> during the <i>Restricted Period</i>.</p> <p>8.2.8 The parties acknowledge and agree that no <i>Adjudication</i>, arbitration, action, suit or other proceeding may be brought by the <i>Contractor</i> against the <i>Owner</i> in respect of a claim for an increase to the <i>Contract Price</i> as set out in GC 6.6, before the <i>Consultant</i> has issued its findings in respect of same, pursuant to GC 6.6.5. For greater clarity and without limiting the foregoing, the amount applied for in each <i>Proper Invoice</i> shall not include any amounts pertaining to the <i>Contractor's</i> claim</p>
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		for an increase in <i>Contract Price</i> unless and until the <i>Consultant</i> has issued a <i>Notice in Writing</i> to the <i>Contractor</i> regarding the validity of such claim, as provided for in GC 6.6.5. However, nothing in this GC 8.2.8 shall prevent a <i>Contractor</i> from commencing an <i>Adjudication</i> where, pursuant to the <i>Construction Act</i> , the <i>Contractor</i> is required to give an undertaking to a <i>Subcontractor</i> to commence an <i>Adjudication</i> following delivery of a <i>Notice of Non-Payment</i> .”
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SC41 GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

SC41.1	8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.6, 8.3.7 & 8.3.8	<u>Delete</u> GC 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.6, 8.3.7, and 8.3.8 in their entirety.
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PART 9 PROTECTION OF PERSONS AND PROPERTY

SC42 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC42.1	9.1.1.1	<u>Delete</u> GC 9.1.1.1 in its entirety and <u>replace</u> it with the following: “.1 errors in the <i>Contract Documents</i> which the <i>Contractor</i> could not have reasonably discovered applying the standard of care described in paragraph 3.13.1;”.
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SC43 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC43.1	9.2.1	Amend GC 9.2.1 by <u>inserting</u> the following to the end of the paragraph: “For the purposes of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, <i>Excess Soil</i> shall not be considered a ‘toxic and hazardous substance’.”
SC43.2	9.2.6	<u>Amend</u> GC 9.2.6 by <u>adding</u> the following words after the word “responsible” in the second line: “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.”.
SC43.3	9.2.8	<u>Amend</u> GC 9.2.8 by <u>adding</u> the following words after the word “responsible” in the second line: “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.”.
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SC44 GC 9.4 CONSTRUCTION SAFETY

SC44.1	9.4.1	<u>Delete</u> GC 9.4.1 in its entirety and <u>replace</u> it with the following: “9.4.1 The <i>Contractor</i> shall be solely responsible for construction safety at the <i>Place of the Work</i> and for compliance with the rules, regulations, and practices required by the <i>OHS</i> A, including, but not limited to those of the “constructor”, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i> . The <i>Contractor</i> ’s health and safety program documentation shall be made available for review by the <i>Owner</i> or <i>Consultant</i> immediately upon request. Without limiting the foregoing, the <i>Contractor</i> shall be solely responsible for construction safety in respect of the <i>Consultant</i> , <i>Subcontractors</i> and <i>Suppliers</i> , the <i>Owner</i> ’s own forces, <i>Other Contractors</i> , and all persons attending the <i>Place of the Work</i> during the course of the <i>Project</i> .”
SC44.2	9.4.2	Amend GC 9.4.2 by <u>adding</u> the following words after “and the <i>Contractor</i> ”: “, <i>Subcontractors</i> and <i>Suppliers</i> ”.
SC44.3	9.4.3	Amend GC 9.4.3 by <u>adding</u> the following words after “and the <i>Contractor</i> ”: “, <i>Subcontractors</i> and <i>Suppliers</i> ”.
SC44.4	9.4.4	<u>Delete</u> GC 9.4.4 in its entirety.
SC44.5	9.4.5	<u>Delete</u> GC 9.4.5 in its entirety and <u>replace</u> it with the following: “9.4.5 Prior to the commencement of the <i>Work</i> , the <i>Contractor</i> shall submit to the <i>Owner</i> : .1 a current WSIB clearance certificate; .2 copies of the <i>Contractor</i> ’s insurance policies having application to the <i>Project</i> or certificates of insurance, at the option of the <i>Owner</i> ; .3 documentation of the <i>Contractor</i> ’s in-house safety-related programs; .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under the <i>OHS</i> A.”
SC44.6	9.4.6 to 9.4.13	<u>Add</u> new GC 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10, 9.4.11, 9.4.12, and 9.4.13 as follows: “9.4.6 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i> , its agents, trustees, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under <i>OHS</i> A and any other occupational health and safety

		<p>legislation in force at the <i>Place of the Work</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.</p> <p>9.4.7 The <i>Owner</i> will instruct its other contractors and/or its own forces of the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the <i>Contractor</i> with respect to occupational health and safety and related matters. The text of such instruction is attached to these Supplementary Conditions as Appendix "1".</p>
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PART 10 GOVERNING REGULATIONS

SC45 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC45.1	10.2.3	<p>Amend GC 10.2.3 by <u>inserting</u> the following sentence to the end of the paragraph:</p> <p>"Without limiting the generality of this GC 10.2.3, the <i>Contractor</i> is responsible for procuring, and, as a part of the <i>Contract Price</i>, paying for, all permits, approvals and disposal fees, costs and expenses as required by the <i>Excess Soil Regulation</i> for the performance of the <i>Work</i>."</p>
SC45.2	10.2.5	<p>In GC 10.2.5, <u>add</u> the following words to the beginning of the paragraph: "Subject to GC 1.1.3,"</p> <p>-and-</p> <p><u>add</u> the following to the end of the second sentence:</p> <p>"...and no further <i>Work</i> on the affected components of the <i>Contract</i> shall proceed until these directives have been obtained by the <i>Contractor</i> from the <i>Consultant</i>."</p>
SC45.3	10.2.7	<p>Amend paragraph 10.2.7 after the words "authorities having jurisdiction" in the second line, <u>add</u> the words "which changes were not, or could not have reasonably been known to the <i>Owner</i> or to the <i>Contractor</i>, as applicable, at the time of bid closing and which changes did not arise as a result of a public emergency or other <i>Force Majeure</i> event".</p>

SC46 GC 11.1 INSURANCE

SC46.1		<p><u>Delete</u> GC 11.1 INSURANCE in its entirety, including all paragraphs thereunder, and <u>replace</u> with the following:</p> <p>"GC 11.1 INSURANCE</p> <p>11.1.1 Without restricting the generality of GC 13.1 - INDEMNIFICATION, the <i>Contractor</i> shall provide, maintain and pay for, at its sole cost and expense, the insurance coverages set out in the latest version of section 00 73 00 of the Brock University Design Standards."</p>
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		<p>11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay, at its sole cost and expense, for the following insurance coverages:</p> <ul style="list-style-type: none"> .1 General Liability Insurance: The Contractor shall maintain at all times during the Project, from the date of commencement of the Work and for six (6) years following Substantial Performance of the Work, a Commercial General Liability insurance policy in accordance with the following: <ul style="list-style-type: none"> .1 The insurance policy shall have limits of not less than \$5,000,000.00 per occurrence and in the aggregate and a deductible of not more than \$10,000.00; .2 The insurance policy shall include all standard coverages required of Contractors including but, not limited to: Bodily Injury & Property Damage; Personal Injury; Non-Owned automobile; Tenant's Legal Liability; Medical Payments; Contingent Employers Liability; Owners & Contractor's Protective; Broad form Property damage; Cross Liability; Severability of Interest, Blanket Contractual Liability; Difference in Conditions endorsement; Completed Operations (24 months); .3 The insurance policy shall be in the name of the Contractor and include, or in the case of a single, blanket policy, be endorsed to name, the Owner and the Consultant as additional insureds, but only with respect to liability arising from the operations of the Contractor with regard to the Work. .2 Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance in respect of licensed vehicles from the date of commencement of the Work until one year after the date of Substantial Performance of the Work, with limits of not less than \$5,000,000 inclusive per incident for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Contractor. .3 "Broad Form" Property Insurance: The Contractor shall maintain a "Broad form" property insurance policy in the joint names of the Contractor, the Owner and the Consultant. The policy shall also include as insureds all Subcontractors. The "Broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of: <ul style="list-style-type: none"> .1 10 calendar days after the date of Substantial Performance of the Work; .2 on the commencement of use or occupancy of any part or section of the Work unless such use or occupancy is for construction purposes, habitational, office, or parking purposes, or for the
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		<p>installation, testing and commissioning of equipment forming part of the Work;</p> <p>.3 when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.</p> <p>.5 Boiler and Machinery Insurance: The Contractor shall maintain boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall also include as insureds all Subcontractors. 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 Substantial Performance of the Work.</p> <p>.6 Professional Liability Insurance: The Contractor shall maintain or cause to be maintained at all times during the Project, Professional Liability (Errors & Omissions) insurance in an amount of not less than \$5,000,000 any one claim and in the aggregate and said policy shall be in the form of project liability insurance in force for a period of six (6) years following the completion of the Project.</p> <p>.7 Contractors' Equipment Insurance: The Contractor shall maintain contractor's equipment insurance in respect of the Construction Equipment from the date of commencement of the Work until one year after the date of Substantial Performance of the Work.</p> <p>.8 Environmental/Pollution liability insurance providing coverage for first party property damage and site clean-up and any third party claims for bodily injury, property damage and clean-up arising from the operations of the Supplier and its contractors in the performance of the work with a limit of not less than Five Million (\$5,000,000.00) per occurrence and in the aggregate.</p> <p>11.1.2 Except as otherwise specifically provided to the contrary, all required insurance policies shall contain or be endorsed to contain the following provisions:</p> <p>.1 Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, or any change in ownership of all or any portion of the Project shall not affect coverage provided to the additional insureds (and their respective directors, officers, employees, agents and consultants), and</p> <p>.2 The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability, and</p>
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SC47 *NEW* GC 11.2 CONTRACT SECURITY

SC47.1	GC 11.2	<p><u>Add</u> new GC 11.2 – CONTRACT SECURITY as follows:</p> <p>“GC 11.2 CONTRACT SECURITY</p> <p>11.2.1 The <i>Contractor</i> shall provide a performance bond, and a labour and material payment bond, each issued by a surety company acceptable to <i>Owner</i> and licensed under the <i>Insurance Act</i> (Ontario) to write surety and fidelity insurance, in the amounts and forms as follows:</p> <ul style="list-style-type: none"> .1 the amount of performance bond shall be equal to not less than 50% of the <i>Contract Price</i>, in the form prescribed by the <i>Construction Act</i> (Form 32). .2 the amount of labour and material payment bond shall be equal to not less than 50% of the <i>Contract Price</i>, in the form prescribed by the <i>Construction Act</i> (Form 31). <p>11.2.2 The bonds provided in accordance with GC 11.2.1 shall guarantee the faithful performance of the <i>Contract</i> in accordance with the <i>Contract Documents</i>, including the requirements for warranties provided for the GC 12.3 WARRANTY, and the payment of all obligations incurred in the event of the <i>Contractor’s</i> default, including but not limited to the following:</p> <ul style="list-style-type: none"> .1 the payment of legal, accounting, architectural, engineering and other expenses of the <i>Consultant</i> incurred by the <i>Owner</i> in determining the extent of <i>Work</i> executed and any additional <i>Work</i> required as a result of the interruption of the <i>Work</i>, and its completion; and .2 the payment of additional expenses to the <i>Owner</i> in the form of security guard services, light, heat, power, loss of use of premises, and other related costs, payable over the period between the default of the <i>Contract</i> and completion of the <i>Work</i>. <p>11.2.3 Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the <i>Owner</i> for and against costs and expenses (including legal and <i>Consultant</i> services and court costs) arising out of or as a consequence of any default of the <i>Contractor</i> under this <i>Contract</i>.</p> <p>11.2.4 The <i>Contractor</i> shall be responsible for notifying the surety company of any changes made to the <i>Contract</i> during the course of construction.</p> <p>11.2.5 The premiums for bonds required by the <i>Contract Documents</i> shall be included in the <i>Contract Price</i>.</p> <p>11.2.6 Should the <i>Owner</i> require additional bonds by the <i>Contractor</i> or any of his <i>Subcontractors</i>, after the receipt of bids for the <i>Work</i>, the <i>Contract Price</i> shall be increased by all direct costs attributable to providing such bonds. The <i>Contractor</i> shall promptly provide the <i>Owner</i>, through the <i>Consultant</i>, with any such bonds that may be required.”</p>
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PART 12 OWNER TAKEOVER

SC48 GC 12.1 READY-FOR-TAKEOVER

SC48.1	12.1.1	<p><u>Delete</u> GC 12.1.1 in its entirety and <u>replace</u> it with the following:</p> <p>“12.1.1 <i>Ready-for-Takeover</i> shall be achieved when all of the following has occurred, as verified and approved by the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 <i>Substantial Performance of the Work</i> has been achieved, as certified by the <i>Consultant</i>; .2 a permit for <i>Occupancy</i> of the <i>Place of the Work</i> has been obtained from the authorities having jurisdiction; .3 the <i>Work</i> to be performed under the <i>Contract</i> has satisfied the requirements for deemed completion in accordance with Section 2(3) of the <i>Construction Act</i>, .4 final cleaning and waste removal, as required by the <i>Contract Documents</i>; .5 the <i>Contractor</i> has delivered to the <i>Consultant</i> and the <i>Owner</i> all inspection certificates from authorities having jurisdiction with respect to any component of the <i>Work</i> which has been completed; .6 subject only to GC 12.1.2, the entire <i>Work</i> has been completed to the requirements of the <i>Contract Documents</i>, including completion of all items on the punch list prepared at the time of <i>Substantial Performance of the Work</i> and the <i>Work</i> is being used for its intended purpose, and is so certified by the <i>Consultant</i>; .7 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> in a collated and organized matter, all <i>Close-Out Documentation</i> and any other materials or documentation required by the <i>Contract Documents</i>; .8 subject only to GC 12.1.2, all <i>Products</i>, systems and components of the <i>Project</i> have been commissioned and certified for operation and accepted by the <i>Owner</i> and <i>Consultant</i>, and 9 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> full and complete as-built drawings and <i>Specifications</i> revised by the <i>Contractor</i> to reflect the as-built state of the <i>Work</i>, clearly showing changes to the <i>Drawings</i> and <i>Specifications</i> from the original <i>Contract Documents</i>, all of which have been approved by the <i>Owner</i> acting reasonably.”
SC48.2	12.1.2	<p><u>Delete</u> GC 12.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>“12.1.2 The <i>Owner</i> may, in its sole, absolute, and unfettered discretion, waive compliance with a requirement, or a part thereof, for achieving <i>Ready-for-</i></p>

		<i>Takeover</i> set out in GC 12.1.1.6 to 12.1.1.9 (inclusive). Where the <i>Owner</i> exercises the discretion afforded under this GC 12.1.2, the <i>Contractor</i> shall be required to comply with GC 5.5.1.2 as part of its application for final payment and the <i>Owner</i> and the <i>Contractor</i> , in consultation with the <i>Consultant</i> , shall establish a reasonable date for completing the <i>Work</i> .”
SC48.3	12.1.3	<u>Delete</u> GC 12.1.3 in its entirety and <u>replace</u> it with the following: “12.1.3 When the <i>Contractor</i> considers the <i>Work Ready-for-Takeover</i> , it shall submit a written application to the <i>Owner</i> and the <i>Consultant</i> for review.”
SC48.4	12.1.4	<u>Delete</u> paragraph 12.1.4 and <u>replace</u> it with the following: “12.1.4 The <i>Consultant</i> and the <i>Owner</i> will review the <i>Work</i> and the requirements of GC 12.1.1 to verify the validity of the <i>Contractor’s</i> application and will promptly, and in any event, no later than 10 <i>Working Days</i> after receipt of the <i>Contractor’s</i> application: .1 advise the <i>Contractor</i> in writing that <i>Ready-for-Takeover</i> has not been achieved and give reasons why; or .2 the <i>Owner</i> shall verify and approve that <i>Ready-for-Takeover</i> has been achieved and the <i>Consultant</i> shall certify and confirm in writing to the <i>Owner</i> and the <i>Contractor</i> the date the <i>Ready-for-Takeover</i> was achieved. Such certification by the <i>Consultant</i> , for all intents and purposes, shall be equivalent to certification of “Total Performance of the <i>Work</i> .”
SC48.5	12.1.5	<u>Delete</u> GC 12.1.5 in its entirety and <u>replace</u> it with the following: “12.1.5 Following the confirmation of the date of <i>Ready-for-Takeover</i> by the <i>Consultant</i> and as confirmed by the <i>Owner</i> , the <i>Contractor</i> may submit a final application for payment in accordance with GC 5.5 – FINAL PAYMENT.”
SC48.6	12.1.6	<u>Delete</u> GC 12.1.6 in its entirety.

SC49 GC 12.2

EARLY OCCUPANCY

SC49.1	GC 12.2	<u>Delete</u> GC 12.2 – EARLY OCCUPANCY BY THE OWNER in its entirety, including all subparagraphs thereunder and <u>replace</u> it with the following: “12.2.1 The <i>Owner</i> reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the <i>Project</i> even though the <i>Work</i> may not have reached <i>Substantial Performance of the Work</i> , provided that such taking possession and use will not unduly interfere, in any material way, with the progress of the <i>Work</i> . The taking of possession or use of any such portion of the <i>Project</i> shall not be deemed to be the <i>Owner’s</i> acknowledgement or acceptance of the <i>Work</i> or <i>Project</i> nor shall it relieve the <i>Contractor</i> of any of its obligations under the <i>Contract</i> .”
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		12.2.2 Whether the <i>Project</i> contemplates <i>Work</i> by way of renovations in buildings which will be in use or be occupied during the course of the <i>Work</i> or where the <i>Project</i> involves <i>Work</i> that is adjacent to a structure which is in use or is occupied, the <i>Contractor</i> , without in any way limiting its responsibilities under this <i>Contract</i> , shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures.”
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SC50 GC 12.3 WARRANTY

SC50.1	12.3.2	<u>Amend</u> GC 12.3.2 by <u>adding</u> the following to the beginning of the sentence: “Subject to GC 3.13.1, ”.
SC50.2	12.3.3	<u>Amend</u> GC 12.3.3 by <u>inserting</u> the words “either itself or” before “through the <i>Consultant</i> ” in the first line.
SC50.3	12.3.7 to 12.3.15	<p><u>Add</u> new GC 12.3.7, 12.3.8, 12.3.9, and 12.3.10 as follows:</p> <p>12.3.7 The <i>Contractor</i> shall provide fully and properly completed and signed copies of all warranties and guarantees required by the <i>Contract Documents</i>, containing:</p> <ul style="list-style-type: none"> .1 the proper name of the <i>Owner</i>; .2 the proper name and address of the <i>Project</i>; .3 the date the warranty commences, which shall be at the “date of <i>Ready-for-Takeover</i>” unless otherwise agreed upon by the <i>Consultant</i> in writing; .4 a clear definition of what is being warranted and/or guaranteed as required by the <i>Contract Documents</i>; .5 a clear statement that the warranty is for the direct benefit of the <i>Owner</i>; and .6 the signature and seal (if required by the governing law of the <i>Contract</i>) of the company issuing the warranty, countersigned by the <i>Contractor</i>. <p>12.3.8 The <i>Contractor</i> shall commence or correct any deficiency within 5 <i>Working Days</i>’ receipt of <i>Notice in Writing</i> from the <i>Owner</i> or <i>Consultant</i>, and complete the work as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to ongoing business of the <i>Owner</i>, operational as designed, all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the <i>Contractor</i> fail to commence or correct any deficiency within 5 <i>Working Days</i>’ receipt of <i>Notice in Writing</i>, or to provide emergency service within 24 hours of a request made, by fax and/or email during normal business hours by the <i>Owner</i>, the <i>Owner</i> is authorized, regardless of GC 3.1, to carry out necessary repairs or replacements at the <i>Contractor</i>’s expense.</p>

		<p>12.3.9 Should any <i>Work</i> be repaired or replaced during the time period for which it is covered by the specified warranty, the warranty period shall recommence for one year from the date of acceptance of the corrected work.</p> <p>12.3.10 Nothing in these warranty provisions shall be deemed to alter, in any manner whatsoever, the warranty rights to which the <i>Owner</i> would otherwise be entitled by statute, elsewhere in the <i>Contract Documents</i>, or otherwise.”</p>
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PART 13 INDEMNIFICATION AND WAIVER

SC51 GC 13.1 INDEMNIFICATION

SC51.1	GC 13.1	<p><u>Delete</u> GC 13.1 – INDEMNIFICATION in its entirety and <u>replace</u> it with the following:</p> <p>“13.1.1 The <i>Contractor</i> shall indemnify and hold the <i>Owner</i>, its agents, employees and assigns harmless from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable to the <i>Contractor’s</i> or any <i>Subcontractor’s</i> or any <i>Supplier’s</i> performance or non-performance of the <i>Contract</i>, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the <i>Contractor</i> will save harmless the <i>Owner</i> from all claims made by any party other than the <i>Contractor</i> itself, financial or otherwise, relating to labour and materials furnished by the <i>Contractor</i> or by others for the <i>Work</i>.</p> <p>13.1.2 The <i>Owner</i> shall indemnify and hold the <i>Contractor</i>, its agents and employees harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the <i>Contractor’s</i> performance of the <i>Contract</i> which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the <i>Place of the Work</i>.</p> <p>13.1.3 Notwithstanding the provisions of GC1.1 - CONTRACT DOCUMENTS, GC 1.1.6, GC13.1 - INDEMNIFICATION shall govern over the provisions of GC 1.3.1 of GC1.3 – RIGHTS AND REMEDIES.”</p>
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SC52 GC 13.2 WAIVER OF CLAIMS

SC52.1	13.2.3, 13.2.4 &13.2.5	<p><u>Delete</u> paragraphs 13.2.3, 13.2.4 & 13.2.5 (the “<i>Deleted Waiver Provisions</i>”) are deleted in their entirety, together with all references to the <i>Deleted Waiver Provisions</i> throughout the <i>Contract</i>. For clarity, all provisions of the <i>Contract</i> that reference the <i>Deleted Waiver Provisions</i> otherwise remain in full force and effect.</p>
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SC53 *NEW* PART 14 OTHER PROVISIONS

SC53.1	PART 14	<p><u>Add</u> new PART 14 – OTHER PROVISIONS as follows:</p> <p>“PART 14 OTHER PROVISIONS</p>
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		<p>GC 14.1 OWNERSHIP OF MATERIALS</p> <p>14.1.1 Unless otherwise specified, all materials existing at the <i>Place of the Work</i> at the time of execution of the <i>Contract</i> shall remain the property of the <i>Owner</i>. 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 as its property when notified in writing to do so by the <i>Consultant</i>.”</p>
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EXHIBIT “1”**Requirements for a “Proper Invoice”**

To satisfy the requirements for a *Proper Invoice*, the following criteria, as may be applicable in each case, must be included with the *Contractor’s* application for payment:

- (a) be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) be in writing;
- (c) contain the *Contractor’s* name, telephone number and mailing address and contact information of the *Contractor’s* project manager;
- (d) contain the title of the *Project* and the *Owner’s* contract number or purchase order number under which the *Work* was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (e) contain the *Contractor’s* unique invoice number (in the case of a revised invoice also include the original invoice # and date);
- (f) contain the date the written bill, invoice, application for payment, or request for payment is being issued by the *Contractor*;
- (g) identify the period of time in which the labour and/or materials were supplied to the *Owner*;
- (h) reference to the provisions of the *Contract* under which payment is being sought (GC 5.3 – PAYMENT for progress payments or GC 5.7 – FINAL PAYMENT for final payment, etc.);
- (i) a description, including quantities where appropriate, of the labour and/or materials, or a portion thereof, that were supplied and form the basis of the *Contractor’s* request for payment
- (j) the amount the *Contractor* is requesting to be paid by the *Owner* set out in a statement identifying the price for the labour and/or materials, separating out any statutory or other holdbacks, set offs and HST;
- (k) a sworn statutory declaration in the form of a CCDC 9A-2018;
- (l) attach a current Workplace Safety and Insurance Board clearance certificate;
- (m) if requested by the *Owner*, attach an updated and current construction schedule acceptable to the *Owner* in accordance with GC 3.4 – CONSTRUCTION SCHEDULE;

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- (n) the following statement: “Provided this *Proper Invoice* complies with the requirements of the Contract and the *Construction Act*, R.S.O. 1990, c. C.30, and provided no *Notice of Non-Payment* is issued by the *Owner*, payment is due within 28 days from the date the *Proper Invoice* is received by the *Owner*;
- (o) the name, title, telephone number and mailing address of the person at the place of business of the *Contractor* to whom payment is to be directed;
- (p) in the case of the *Contractor’s Proper Invoice* for final payment, sufficient evidence of the *Contractor’s* compliance with GC 3.11 – CLEANUP.

APPENDIX “1”

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

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

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

Signed: _____