

**APPENDIX 3
SUPPLEMENTARY CONDITIONS**

ITT #24-480-12

SUPPLEMENTARY GENERAL CONDITIONS to Standard Construction Document CCDC 2 - 2020 made between *the District of Parry Sound Social Services Administration Board*, as *Owner*, and [*Contractor*], as *Contractor*, dated _____ with respect to the shelter renovations at 3A Beechwood Drive in Parry Sound, ON.

Standard Form of *Contract*

The Standard Construction Document CCDC2 (2020), Stipulated Price *Contract* between the *Owner* and the *Contractor*, shall be considered complete only as amended and supplemented by the following supplementary general conditions.

ARTICLE A - 4 CONTRACT PRICE

DELETE paragraph 4.4 and replace it with the following:

- 4.4 For greater certainty the total amount payable by the *Owner* to the *Contractor* shall be the amount stated in Article 4.3 above, subject only to any Change Order or Change Directive.

ARTICLE A - 5 PAYMENT

DELETE paragraph 5.1.2 and replace it with the following:

- 5.1.2 On the expiry of the statutory lien holdback period following the *Substantial Performance of the Work*, as certified by the *Consultant*, and if no lien claims are outstanding, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such Value Added Taxes as may be applicable to such payment, and"

AMEND paragraph 5.1.3 with the following:

- 5.1.3 Add the words: "as certified by the *Consultant*," after the word "payment".

DELETE paragraph 5.2.2 and replace with the following:

- 5.2.2 Interest on late payments, if any, will be in accordance with the *Payment Legislation*.

ADD new paragraph 5.3 as follows:

- 5.3 As such payments become due, the *Contractor* shall, in accordance with the terms of its agreements with any Subcontractors, Suppliers and workmen, pay all of its Subcontractors, Suppliers and workmen in full on account of work properly performed or Products properly supplied, as applicable, less any holdback monies retained in compliance with the *Payment Legislation*. The *Contractor* may, subject to the provisions of the *Payment Legislation*, hold back

a portion of payments certified to be payable to a Subcontractor provided that:

- 5.3.1 It relates to Work that the *Contractor* believes is incomplete or deficient;
- 5.3.2 It takes immediate action against the Subcontractor in question such that either the Subcontractor or another Subcontractor repairs the deficient Work forthwith; and
- 5.3.3 It removes any and all liens from title immediately upon notification that a lien or liens has been registered on title if the lien is not caused by lack of payment by the *Owner* and, to this end, the *Contractor* may vacate the lien or liens by paying the appropriate amount into court together with such additional security or costs that the court may require. If the *Contractor* fails to remove a lien on title, the *Owner* may do so and may, without limiting its other rights or remedies under this contract, deduct such costs from any amounts due to the *Contractor* hereunder.

ARTICLE A - 9 TIME IS OF THE ESSENCE

ADD the following new Article 9.1:

- 9.1 The *Contractor* acknowledges and agrees that it is responsible to marshal its resources and those of its *Subcontractors* and *Suppliers* in a manner which will permit timely attainment of the *Substantial Performance of the Work*. The *Contractor* agrees that time is of the essence of this *Contract*.

DEFINITIONS

Definition 6 – AMEND the definition of “*Contract Documents*,” by adding the words “and agreed upon in writing” at the end of the definition.

ADD the following definitions:

“Approved Construction Schedule” shall be the schedule provided in accordance with Article A-1.3 and further defined in GC3.4.

“Force Majeure” means any cause, beyond either parties’ control, other than bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the *Contract* and the event of *Force Majeure* did not arise from a party’s default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. *Force Majeure* includes: labour disputes; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining permits or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions; but only if substantially beyond the weather norms of the *Place of the Work*, or acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).

“Key Personnel” means the individuals named in named in the Contractor’s Schedule D to Bid Form.

“Owner’s Representative” shall mean the Housing Services Corporation.

“Proper Invoice” shall be comprised of and shall include:

- (a) a written requisition for payment which must include:
 - (i) the *Contractor’s* name, address and HST number;
 - (ii) the date of the Proper Invoice and the period during which the services or materials were supplied which shall be to the end of the month in question;
 - (iii) information identifying this *Contract* (by its date) and/or any other authority, whether in the *Contract* or otherwise, under which the services or materials were supplied;
 - (iv) the name, title, telephone number and mailing address of the person to whom payment is to be sent; and
 - (v) any other information that may be prescribed under the *Payment Legislation*;
- (b) a statement showing the total value of the Work performed and the Products delivered to the Place of Work to the end of the period that is the subject of the Proper Invoice (the “**Completed Value**”) less the total of all amounts previously payable and invoiced and the total of all previous holdback amounts, and include a statement of the proportion that the Completed Value is to the total amount of the *Contract* as of the date of the Proper Invoice; and
- (c) a valid Workplace Safety Insurance Board (“**WSIB**”) Clearance Certificate certifying that the *Contractor* was registered with the WSIB Board as an Employer throughout the duration of the *Contract*.

“Property Manager” shall mean Charles Darrow Housing Co-operative Inc.

“Restricted Period” shall mean the period of time between December 3 to the second Tuesday of the new year (inclusive) of any given calendar year throughout the duration of the *Contract*.

GC 1.1 CONTRACT DOCUMENTS

REPLACE paragraph 1.1.3 with the following:

- 1.1.3 “The Contractor shall review the Contract Documents and report promptly to the Consultant and Owner any error, inconsistency or omission the Contractor may discover or any doubt as to the meaning or intent. Unless the Contractor fulfills this requirement,

subsequent claims by the Contractor for extra compensation will not be accepted. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant or has had the meaning of intent clarified.”

REPLACE paragraph 1.1.8 with the following:

ADD the following new paragraphs 1.1.12 to 1.1.14:

- 1.1.12 If the *Contractor* believes that there is some discrepancy, omission, error or departure from the applicable By-laws in the *Contract Documents* or *Consultant’s* instructions, the *Contractor* shall immediately cease work on the portion affected until resolved with the *Consultant* and instructed to proceed.
- 1.1.13 The *Contractor* will be provided with up to two sets of *Contract Documents*. Additional sets will be provided at the *Contractor’s* expense.
- 1.1.14 The *Contract Documents* are to be interpreted as a whole, although they are arranged in divisions for convenience and clarity. The *Contractor* is responsible for all the *Work*, regardless of the division of the *Work* in the *Contract Documents*, and such division does not impose any obligation of the *Consultant*, *Project Manager*, or upon the *Owner* as arbiter to establish limits, or responsibility between the *Contractor* and the *Subcontractors*.

GC 2.2 ROLE OF THE CONSULTANT

ADD to the end of paragraph 2.2.12 the following:

“If in the opinion of the *Contractor* a Supplemental Instruction involves an adjustment in *Contract Price* or *Contract Time*, the *Contractor*, shall within ten (10) Working Days of receipt of Supplemental Instruction advise the *Consultant* and *Owner* in writing accordingly. Failure to provide written notification within the time stipulated shall preclude the *Contractor* from making a claim for an adjustment in the *Contract Price* or *Contract Time* as a result of the Supplemental Instruction”

ADD the following new paragraph 2.2.19:

- 2.2.19 The *Consultant* shall be the payment certifier for the purposes of the *Payment Legislation* determinations in respect of the *Contract* and all lien holdback funds released pursuant to the *Contract*.

GC 2.4 DEFECTIVE WORK

ADD the words “, at its expense,” after the word “*Contractor*” in the first line of GC 2.4.1.

GC 3.1 CONTROL OF THE WORK

ADD the following new paragraphs 3.1.3 to 3.1.7:

- 3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected *Work*.
- 3.1.4 The *Contractor* shall render all necessary assistance to the *Consultant*, and if required shall take and furnish *Consultant* with levels, measurement, or anything else required by the *Consultant* on the *Work* or the *Place of Work* as the case may be. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the inspection of the *Work* by the *Consultant*.
- 3.1.5 The *Contractor* understands that the *Work* must be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned in the *Contract Documents*. The *Contractor* will be held to provide all labour and materials necessary for the entire completion of the *Work* intended and shall not avail himself of any unintentional error or omission in the *Contract Documents*, should such error exist.
- 3.1.6 The *Owner* will not allow any claim for extra payments to the *Contractor* for any extra work made necessary because of difficulties and encounters due to conditions of the *Place of the Work* that were visible upon or reasonable inferable from and examination at the *Place of Work*.
- 3.1.7 Any inspection and testing performed by the *Owner* or under any cash allowance is solely for the *Owner's* own information and shall not relieve the *Contractor* from his/her responsibility under the *Contract* for the proper conduct of the *Work* and for conducting whatever tests that are necessary to ascertain that the *Work* is in accordance with the *Contract*.

GC. 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

AMEND clause 3.2.3.4 with the following:

- 3.2.3.4 Add to the end of the last sentence "Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies of other *Contractor's* work except as to those of which they were not reasonably discoverable."

GC 3.4 CONSTRUCTION SCHEDULE

DELETE Section 3.4 in its entirety and replace with the following:

“3.4.1 The parties acknowledge that the Approved Construction Schedule is attached as Appendix A hereto that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract* Time and in accordance with the *Contract* Documents.

3.4.2 The *Contractor* shall:

- (a) Provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the Approved Construction Schedule referred to in paragraph 3.4.1 or any successor or revised schedule accepted by the *Owner*;
- (b) Monitor the progress of the *Work* on a weekly basis relative to the Approved Construction Schedule referred to in paragraph 3.4.1, or any successor or revised schedule accepted by the *Owner*, update the schedule on a monthly basis, and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and
- (c) If, after applying the expertise and resources required under paragraph 3.4.2.1, the *Contractor* forms the opinion that the slippage in schedule reported in paragraph 3.4.2.2 cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.4.2.2, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract* Time as provided in PART 6- CHANGES IN THE WORK.

3.4.3 If at any time it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to 3.4.2.2, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract* Price in relation to a schedule recovery plan, the *Contractor* shall proceed with PART 6 — CHANGES IN THE WORK."

GC 3.5 SUPERVISION

REPLACE paragraph 3.5.1 with the following:

3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place or Places of the Work* while *Work* is being performed. The *Contractor's* appointed representative(s), as identified to the

Consultant prior the start of the *Work*, shall not be changed except for valid reasons, and then only where the *Contractor* has obtained the written consent of the *Consultant*, acting reasonably, and the *Consultant* has agreed to the proposed successor representative.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

REPLACE paragraph 3.6.4 with the following:

- 3.6.4 If the *Owner* objects to the employment of a proposed *Subcontractor* or *Supplier* and such objections are determined to be unreasonable, the *Owner* agrees to pay such additional amounts, if any, that the *Contractor* shall be obliged to pay by virtue of the *Owner's* objection. Such an objection will not be considered unreasonable if the *Owner* or its *Consultant* has experience of unsatisfactory performance from that *Subcontractor* or *Supplier* on prior jobs.

REPLACE paragraph 3.6.6 with the following:

- 3.6.6 The *Consultant* may, upon reasonable request and at their discretion, provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified by payment.

GC 3.7 LABOUR AND PRODUCTS

ADD the following new paragraphs 3.7.4 to 3.7.7:

- 3.7.4 *Products*, which are specified by their proprietary names, or by parts of catalogue number, shall form the basis for the *Specifications* and the *Contract*. No substitutes for these may be used without the *Consultant's* approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper review by the *Consultant*. In applying for permission to use substitutes, the *Contractor* shall prove to the *Consultant's* satisfaction that the substitute is equal to or better than the specified product. Each application shall be accompanied by a complete list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.
- 3.7.5 The *Contractor* shall use all products in strict accordance with the Manufacturer's directions except where specified otherwise. Whenever specific reference to *Manufacturers'* directions or instruction is made in *Specifications*, the *Contractor* shall submit copies of such instruction or direction, or both, for approval to the *Consultant* before commencing such work.
- 3.7.6 Whenever more than one product is specified for one use, the *Contractor* may select for this use any of the products so specified unless the *Specification* or *Drawings* indicate otherwise.

3.7.7 The *Contractor* shall ensure that all materials are delivered on site in original containers and packages with labels and seals intact and that they are protected from the elements and visible for inspection by the *Consultants*.

GC 3.8 SHOP DRAWINGS

AMEND paragraph 3.8.3.1 with the following:

3.8.3.1 In the third line after the words “or will do so”, add the words “prior to performing the relevant work.”

ADD the following new paragraph 3.8.8:

3.8.8 Reviewed shop drawings shall not authorize a *Change Order* or *Change Directive*.

ADD the following General Conditions:

GC 3.9 USE OF THE WORK

3.9.1 The *Contractor* shall confine Construction Equipment, Temporary Work, storage of Products, waste products and debris, and operations of employees and Subcontractors to limits indicated by laws, ordinances, permits, instructions of the *Consultants*, or the Contract Documents.”

3.9.2 The *Contractor* may be requested at any time to suspend noisy or otherwise objectionable operations during certain functions. Should such operations cause undue interference with the said functions, the *Contractor* will be expected to extend the fullest co-operation and courtesy in this regard.

3.9.3 If the existing building remains occupied during the contract, the *Contractor* shall execute the work to cause minimum interference to the occupants and personal effects. Moreover, the *Contractor* shall maintain access to the building facilities at all times during the *Contract*.

3.9.4 The *Contractor* shall assume that all work will be carried out during normal working hours based on a 5-day week. After contract award, permission may be granted from the *Owner* to work outside these limitations provided the request is presented by the *Contractor* in written format fifteen (15) working days prior to construction. The *Owner* reserves the right to offer this option (i.e. weekend work) only upon confirmation with present tenants.

GC 3.10 CLEAN UP

3.10.1 The *Contractor* shall keep the building and site free from accumulation of dirt debris and excess materials. The *Contractor* shall remove the debris from the sites at the close of each working day or more often if required.

3.10.2 The *Contractor* shall perform final clean-up after completion of entire work.

GC 3.11 STANDARD OF CARE

3.11.1 In performing its services and obligations under the *Contract*, the *Contractor* 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 *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the *Owner*.

3.11.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

- (a) The personnel it assigns to the Project are appropriately experienced;
- (b) It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
- (c) There are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

3.11.3 The *Contractor* shall at all times be responsible for obtaining all required approvals for the *Work* and shall at all times comply with all applicable laws in the performance of its obligations hereunder. Applicable laws shall include any and all applicable domestic, federal, provincial, territorial, regional, municipal or local statutes, laws, by-laws, rules, regulations, codes (including design and building codes), ordinances, permits, decrees, writs, injunctions, orders or the like, of any governmental authority, applicable to the *Contractor*, or to the performance of the *Work*.

GC 3.12 KEY PERSONNEL

3.12.1 The *Contractor* shall not replace any of the *Key Personnel*, as specified in the *Contractor's* Schedule D to Bid Form without the prior written approval of the *Owner*. If any of the *Key Personnel* become unavailable to perform the *Work*, then the *Contractor* shall promptly designate a replacement(s) who shall be subject to the *Owner's* written approval. The *Owner* shall be entitled to complete information on any such replacement of the *Key Personnel*, including a current resume.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

REPLACE paragraphs 5.2.1 with the following:

5.2.1 Applications for payment on account as provided in Article A-4 – CONTRACT PRICE shall be made as follows:

5.2.1.1 The *Contractor* may make an application for payment by submitting a Proper Invoice to the *Owner* and Payment Certifier as the Work progresses on the 1st day of each month, or the next Working Day thereafter (each an “**Invoice Due Date**”). Any written bill or other request for payment that would otherwise comprise a Proper Invoice but is provided on a date other than an Invoice Due Date shall be deemed to have been given to the *Owner* on the new following Invoice Due Date. The *Contractor* shall ensure that the *Contractor’s* agreements with each Subcontractor and Supplier require the delivery of invoices accordingly. Applications for payment shall not be delivered by the *Contractor* or received by the *Owner* during the *Restricted Period*.

5.2.1.2 Based on its examination of such claim for payment, the Payment Certifier shall issue a certificate for payment in such form as the *Owner* may require.

AMEND paragraphs 5.2.4 to 5.2.6 with the following:

5.2.4 Replace “to the *Consultant*” with “to the *Owner* and the *Consultant*”.

5.2.5 Replace “as the *Consultant*” with “as the *Owner* and the *Consultant*”.

5.2.6 Replace “as the *Consultant*” with “as the *Owner* and the *Consultant*”.

ADD the following at the end of paragraph 5.2.7:

5.2.7 “Each application for payment shall also include a declaration that no written notices of lien have been received by it.”

ADD the following new paragraph:

5.2.9 After the site review for Substantial Performance and when applying for release of the holdback, the *Contractor* shall submit to the *Consultant* all specified warranties, records, maintenance manuals, a Certificate of Clearance from Worker’s Compensation, Statutory Declaration and proof of publication of Substantial Performance.

GC 5.3 PAYMENT

ADD the following new paragraph:

5.3.2 The *Owner* may deduct from any amounts due or to become due to the *Contractor*, any sum or sums owing by *Contractor* to the *Owner*, including compensation for any breach by the *Contractor* of any part of this *Contract*, or to the *Owner* discharging any liens by the *Contractor* or by any Subcontractor.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

AMEND paragraph 5.4.1.2 by adding the following to the last sentence:

5.4.1.2 “provided that no liens are registered against the Project.”

ADD the following new paragraph 5.4.1.3:

5.4.1.3 in consultation with the Owner and the Contractor establish the value of retention monies to be held back and released upon completion of incomplete work or deficiencies.

DELETE paragraph 5.4.2 in its entirety.

ADD the following new paragraphs 5.4.7 to 5.4.10:

5.4.7 When the *Contractor* considers that the Work is substantially performed or if permitted by the *Construction Act (Ontario)* a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, with *one Working Day*, deliver to the Consultant and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the *Contract*.

5.4.8 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

5.4.9 The *Contractor* shall publish, in a construction trade newspaper in the area of the location of the Work, a copy of the Certificate of Substantial Performance of the Work within seven (7) days of receiving a copy of the Certificate signed by the *Consultant*, and the *Contractor* shall provide suitable evidence of the publication to the *Consultant* and *Owner*, including the date of publication and the name of the construction trade newspaper. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish and back charge the *Contractor* its reasonable costs for doing so.

5.4.10 Prior to submitting its application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all guarantees, warranties, certificates, testing and balancing results, distribution system diagrams, spare parts, maintenance manuals, and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the Work has been substantially performed in conformance with the requirements of municipal, government and utilities authorities having jurisdiction.

GC 5.5 FINAL PAYMENT

DELETE paragraph 5.5.1 in its entirety and replace with the following:

5.5.1 When the *Contractor* has attained *Ready-for-Takeover* of the *Work*, the *Contractor* shall submit an application for final payment. The *Contractor* must, when applying for final payment, provide the *Consultant* with:

- (a) a statement based on the schedule of values for the relevant portion of the Work together with details of any variances from the Construction Budget and an explanation thereof;
- (b) a statutory declaration of the *Contractor* confirming that all accounts for labour, subcontracts, Products, construction machinery and equipment, and amounts owing to Subcontractors and Suppliers and other indebtedness incurred by the *Contractor* in the Completion of the Work, other than amounts properly retained as a holdback or identified as being in dispute, have been paid in full;
- (c) a Workplace Safety and Insurance Board Certificate of Clearance; and
- (d) evidence satisfactory to the *Consultant*, the *Owner* and the *Lender* that there are no liens registered against or otherwise claimed in respect of any portion of the Project.

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

ADD the following new paragraphs 6.1.3 to 6.1.5:

- 6.1.3 No work in excess of the estimated quantities indicated on the bid form shall be carried out without written authorization from the *Consultant* and the *Owner*.
- 6.1.4 Any extra work which is carried out without authorization from the *Consultant* and the *Owner* will be entirely at the *Contractor's* own risk and expenses.
- 6.1.5 Contemplated Change Notice
 - (a) Submission of Quotation
 - (i) If the *Owner* determines that the cost of the work will be affected due to a contemplated change, the *Contractor* shall submit a quotation to the *Owner* in accordance with the instructions specified herein.
 - (ii) Quotations for Contemplated Change Notices must include a detailed breakdown of all labour, material, plant and equipment costs incurred by the *Contractor*. Quotations from subcontractors involved in the change must also be supported by similarly detailed breakdowns of the subcontractors' costs. All quotations must be fully supported with invoices and payroll records, and hourly rates can only be net payroll costs plus allowed markup.
 - (iii) It is the responsibility of the *Contractor* to ensure that all subcontractors' quotations included in the *Contractor's* quotation to the *Consultant* are fair and reasonable in view of the terms expressed herein.
 - (iv) The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.

- (v) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the *Contractor* and the *Owner*.
 - (vi) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
 - (vii) Mark-ups referred to in Sections 6.1.5.4 and 6.1.5.5 below are not to be included in the hourly labour rates.
 - (viii) Credit for work deleted will only be for the work directly associated with the changes stipulated in the particular Contemplated Change Notice.
 - (ix) When a change deletes work which has not yet been performed, the *Owner* is entitled to an adjustment in the *Contract Price* equal to the cost the *Contractor* would have incurred had the work not been deleted.
 - (x) Mark-ups referred to in Sections 6.1.5.4 and 6.1.5.5 below shall not be applied to any credit amounts for deleted work.
 - (xi) In those cases where the change involves additions and deletions to the work, the percentage mark-ups referred to in Sections 4 and 5 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the *Contract Price*. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
 - (xii) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the *Contractor* shall identify and *Contractor* include the resulting cost in the breakdown of its quotation to the *Owner*.
 - (xiii) The work shall conform to the contract documents unless otherwise stated in the, Change Order signed by the *Owner*. The Contemplated Change Notice shall identify all changes to the schedule.
 - (xiv) Upon acceptance of the *Contractor's* quotation by the *Owner*, the *Owner* shall prepare and issue the formal Change Order.
- (b) Labour Rates
- (i) Hourly Labour Rates
 - (A) The hourly labour rates listed in the *Contractor's* quotation shall be limited to the base rate of pay plus all applicable payroll burdens.

- (c) Material, Plant and Equipment Costs
 - (i) Costs
 - (A) The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the *Contractor* or subcontractor and said costs are to include all applicable discounts.
- (d) Allowances on Work by Own Forces
 - (i) Markup
 - (A) *Contractor's* mark-up on its own work:
Overhead/Profit 10%
 - (ii) The mark-up shall include all of the costs of all labour, material, plant and equipment furnished or supplied by the *Contractor* or subcontractor that is required by the contemplated change, shall be added to the *Contractor's* or subcontractor's quotation as full compensation for:
 - (A) All supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
 - (B) Miscellaneous additional costs related to:
 - (I) The purchase or rental of material, plant and equipment.
 - (II) The purchase of small tools and supplies.
 - (III) Safety and protection measures.
 - (IV) Permits, bonds, insurance, engineering, as-built drawings, commissioning and site office.
- (e) Allowances on Work by Subcontractors
 - (i) Markup
 - (A) *Contractor's* mark-up on each individual Subcontractor's work:
Overhead/Profit 5%
 - (B) The mark-up shall include the total of all quotations received from subcontractors, shall be added to the *Contractor's* quotation as full compensation for:

- (I) All supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
- (II) Miscellaneous costs related to:
 - (1) Safety and protection measures.
 - (2) Permits, bonds, insurance, engineering, as-built drawings, commissioning and site office.
- (III) Subcontractor's mark-up on its own work:

| | |
|-----------------|-----|
| Overhead/Profit | 10% |
|-----------------|-----|

GC 6.2 CHANGE ORDER

ADD the following new paragraphs 6.2.3 to 6.2.4:

6.2.3 The *Contractor* shall observe the following procedure when submitting a claim for a change in the *Contract Price* and if applicable, a change in the *Contract Time*:

- (a) The claim must set out the value of the changes (referred to in the notice of contemplated change) in sufficient detail for a proper assessment to be made including breakdowns of labour and materials for the Contractor and each Subcontractor. The valuations must indicate that additional sums for overhead and profit are included as set out herein.
- (b) The claim must indicate that the total value of the changes (referred to in the notice of contemplated change) is the product of the quantity of work involved and of the applicable unit price as set out in the Schedule of Contract Unit Prices or such other unit price as may be agreed upon. Unit prices include all additional sums for overhead and profit. No additional mark-ups are permitted for valuations submitted under this method.
- (c) The claim must set out the value of the changes (referred to in the notice of contemplated change) and be accompanied by the signed time sheets, invoices and vouchers to enable to proper assessment to be made. The valuation must indicate that additional sums for overhead and profit are included as set out herein.

6.2.4 Where changes in the work are to be established by cost and a percentage fee for overhead and profit, the following percentages shall apply:

- (a) The *Contractor* shall be entitled to a mark up for combined overhead and profit of 10% on work he performs.

- (b) Subcontractors shall be entitled to a mark up for combined overhead and profit of 10% on work he performs.
- (c) The *Contractor* shall be entitled to a mark up for combined overhead and profit of 10% on work performed by Subcontractors.

GC 6.5 DELAYS

AMEND paragraphs 6.5.1 with the following:

6.5.1 After the word “delay” in the last sentence add “provided that it can be clearly shown that the *Contractor’s* forces cannot work efficiently elsewhere on the Project and that the incurred cost is limited to that which could not reasonably have been avoided; and the reimbursement of costs exclude consequential, indirect or special damages.”

DELETE the last sentence of paragraph 6.5.2 and replace with the following:

6.5.2 “For the purposes of this Section a “stop work order” means an order impacting the Place of the Work only and does not include a general order preventing work on construction sites generally.”

AMEND paragraph 6.5.3.4 as follows:

6.5.3.4 Insert the words “lack of financial resources or” immediately following the words “other than”.

ADD a new paragraphs 6.5.6 and 6.5.7 as follows:

6.5.6 For clarity in the event of a delay that is not subject to Sections 6.5.1, 6.5.2, or 6.5.3, the costs associated with such delay and of implementing the remedial plan contemplated in Section 5.3.5 shall be at the sole expense of the *Contractor*.

6.5.7 If the performance of the *Work* or the performance of any other obligation(s) of a party to this *Contract* is delayed by *Force Majeure*, then the *Contract Time* shall be extended for such reasonable time as the *Owner* and the *Contractor* shall agree. The extension of time shall not be less than the time lost as a result of the *Force Majeure* event causing the delay, unless the *Contractor* 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 *Contract Time* attributable to the *Force Majeure* event, the *Owner* and the *Contractor* shall execute a *Change Order* indicating the length of the extension to the *Contract Time* and confirming that there are no costs payable by either party to the other for the extension of *Contract Time*.

- (a) Notwithstanding the foregoing, the *Owner* may issue a *Change Directive* requiring the *Contractor* to undertake those specific actions identified in the *Change Directive* as the *Contractor* can reasonably and safely initiate to remove or relieve either the *Force Majeure* or its direct or indirect effects on the *Project*, in which

case the *Contract Price* may be adjusted in accordance with GC 6.3. If the *Contractor* fails within the time period specified in the *Change Directive* to take such action, then the *Owner* may, at its sole and absolute discretion and after it has given written notice to the *Contractor*, take some or all of such actions to partially or wholly remove or relieve such *Force Majeure* or its direct or indirect effects, and thereafter require the *Contractor* to resume the performance of the *Work*.”

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

AMEND paragraph 7.1.1 with the following:

7.1.1 Add to the end of the paragraph: “If a Performance Bond has been provided by the *Contractor* guaranteeing faithful performance of the *Work*, the *Owner* shall give written notice to the Surety invoking the terms of the bond.”

AMEND paragraph 7.1.3.1 with the following:

7.1.3.1 Insert the words “and is diligently proceeding with” immediately following the word “commences”.

AMEND paragraph 7.1.4.2 with the following:

7.1.4.2 Add to the end of the last sentence, “by written notice to the *Contractor*.” Add the following sentence: “If a Performance Bond has been provided by the *Contractor*, the *Owner* will provide the Surety with a copy of such notice.”

ADD the following new clause 7.1.5.5:

7.1.5.5 invoke the terms of the Performance Bond if such Bond has been provided under the *Contract*.

ADD the following new paragraphs 7.1.7 and 7.1.8:

7.1.7 Notwithstanding any other term or condition in this *Contract*, the *Owner* may exercise the right to terminate the *Contract* without cause by giving ten (10) days written notice to the *Contractor*, specifying the date upon which such termination becomes effective.

7.1.8 In the event of termination pursuant to paragraph 7.1.7, the *Owner* shall be entitled to take possession of the Place of the Work, the Work, and the Products and, at the option of the *Owner*, and upon agreement on mutually acceptable rental rates to be paid to the *Contractor*, utilize the Construction Equipment to the extent the *Owner* deems necessary to complete the *Work*, and the *Contractor* shall be paid, within 28 days of the date than an application for payment containing the information and documents required of a Proper Invoice is received by the *Consultant*, for the following, without duplication, but subject to ARTICLE A-5, PAYMENT and the other requirements in the *Contract Documents*

dealing with payment (including the submission of statutory declarations and evidence of compliance with worker's compensation legislation), as applicable:

- (a) the value proportionate to the *Contract Price*, of the *Contract Price*, of the applicable Work performed up to the effective date of termination; plus
- (b) reasonable demobilization costs paid by the *Contractor* which have been pre-approved by the *Consultant* or *Owner*, in writing; plus
- (c) Subcontractor and Supplier cancellation costs reasonably paid, which have been pre-approved by the *Consultant* in writing, by the *Contractor* as a result of such termination; plus
- (d) ten percent (10%) of *Contractor's* profits for the outstanding Work in with the *Contract*.

Except for the amounts referred to in this paragraph 7.1.8, the *Contractor* shall not be entitled to any additional reimbursement, remuneration or damages resulting from the termination in accordance with paragraph 7.1.7, including indirect, consequential, special, incidental or other damages of any nature whatsoever such as, without limitation, loss of opportunity, goodwill, profit, or revenue.

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

AMEND paragraph 7.2.2 with the following:

7.2.2 After the word "*Owner*", add the words "15 Working Days.'" and add the following at the end of the paragraph: "For the purposes of this Section an "order" means an order impacting the Place of the Work only and does not include a general order preventing work on construction sites generally.

AMEND paragraph 7.2.4 with the following:

7.2.4 Replace "5 Working Days" with "fifteen (15) Working Days."

ADD at the end of paragraph 7.2.5 the following:

7.2.5 "Any damages to which the *Contractor* may be entitled to under this section shall exclude any indirect, special, consequential, or punitive damages and no event shall such damages exceed the profit expected by the *Contractor* if it had fulfilled the contract requirements, together with its reasonable out of pocket costs arising as a result of such termination."

ADD the following new paragraph 7.2.6:

7.2.6 If the *Contractor* stops the work or terminates the *Contract* as provided for in paragraph 7.2.1 to 7.2.4 above, the *Contractor* shall ensure the site and the work is left in a secure condition as required by governing authorities having jurisdiction and the *Contract*

Documents. All costs for rented equipment required for continuous security the site to be transferred to the *Owner* at this time.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

ADD the following new paragraphs 8.3.9 to 8.3.16:

8.3.9 Within five (5) days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

- (a) a copy of the notice of arbitration;
- (b) a copy of supplementary conditions 8.3.9 to 8.3.15 of this *Contract*; and
- (c) any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

8.3.10 The *Owner* and *Contractor* agree that the *Consultant* may elect, within ten (10) days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

- (a) has a vested or contingent financial interest in the outcome of the arbitration;
- (b) gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed
- (c) agrees to be part to the arbitration within the meaning of the rules referred to in paragraph 8.3.6; and
- (d) agrees to be bound by the arbitral award made in the arbitration.

8.3.11 If the *Consultant* is not given the written notice required under paragraph 8.3.9, both the *Owner* and the *Contractor* are stopped from pursuing an action, counter claim or other proceeding or making an application against the *Consultant* arising out of the issues in dispute in the arbitration between the *Owner* and the *Contractor* under paragraph 8.3.6.

8.3.12 If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the *Consultant* receives a copy of the notice of arbitration.

8.3.13 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a fully party may:

- (a) on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10; and

- (b) make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.14 In the event of notice of arbitration given by a consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10 and is deemed to be bound by the arbitration proceeding.

8.3.15 The award of an arbitrator shall be final and binding upon the Parties and shall be enforceable by them in any Court of competent jurisdiction.

8.3.16 Adjudication:

- (a) The Construction Dispute Interim Adjudication procedure set forth in Part II.1 of the *Construction Act* applies to all disputes related to the Prompt Payment of Invoices under the *Construction Act* under this *Contract* that may be referred to an adjudication thereunder.
- (b) The *Contractor* agrees to provide the *Owner* with written notice of any adjudication under the *Construction Act* of which the *Contractor* is aware involving the *Contractor* or any worker, subcontractor or supplier of the *Contractor* or any worker, subcontractor or supplier of any of same (whether or not the *Contractor* is also a party to such adjudication), which written notice shall include full particulars of such dispute known to the *Contractor*.
- (c) The *Contractor* shall ensure that its contracts with its Subcontractors and Suppliers (and their contracts with their subcontractors and suppliers) have a clause comparable to the immediately preceding paragraph, so as to ensure that all parties to the construction supply chain are receiving notice of any adjudications lower down on such supply chain.

GC 9.1 PROTECTION OF WORK AND PROPERTY

REPLACE subparagraph 9.1.1.1 with the following:

- 9.1.1.1 “errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in GC 3.11 STANDARD OF CARE.”

ADD the following new paragraphs 9.1.5 to 9.1.21:

- 9.1.5 The *Contractor* shall protect adjacent property and building against damage, by suitable means and approved by *Consultant*, which may occur as a result of the repairs.
- 9.1.6 The *Contractor* shall not close or obstruct nor store materials in roadways, sidewalks or passageways without prior approval from the *Owner*.
- 9.1.7 The *Contractor* shall not interfere with the use of the safe passage to and from the buildings and adjacent public sidewalks and roads.

- 9.1.8 The *Contractor* shall conduct the repair operation in such a manner as to minimize interference with roadways, sidewalks, alleys or passageways.
- 9.1.9 The *Contractor* shall take all precautions and provide all required protection to ensure the safety of the general public and the workmen in accordance with the current edition of the Occupational Health and Safety Act and Regulations for Construction Projects.
- 9.1.10 The *Contractor* shall comply with all Acts, Regulations and Statutes as stipulated by the Ministry of Labour (Occupational Health and Safety Act and Regulations for: Construction Projects; and Window Cleaning) including proper installation of swing stage equipment and associated tieback safety systems. The *Contractor* shall include all costs associated with the above in the submitted bid.
- 9.1.11 The *Contractor* shall take the necessary precautions to keep the dust, dirt and noise to an acceptable level as directed by the *Owner*. The *Contractor* shall also comply with the laws, ordinances, rules and regulations relating to the work in connection with the above.
- 9.1.12 The *Contractor* shall supply and install suitable protection for patio furniture, slabs, lawn, flowerbeds and other landscaped items and furnishings.
- 9.1.13 The *Contractor* shall provide suitable protection for all entrance and exit ways into all buildings, all fresh-air intakes, telephone, hydro and mechanical rooms, elevator shafts and all plumbing against dust, dirt, construction debris, water and fumes.
- 9.1.14 The *Contractor* shall provide protection for all entrances and exit ways, floors, walls and all standing fixtures, against spillage of materials and/or damage during the construction period.
- 9.1.15 The *Contractor* shall provide covered walkways to ensure safe passage to and from the buildings and adjacent public sidewalks and roads at all building entrances and exits. All costs associated with the above shall be included in the submitted bid.
- 9.1.16 The *Contractor* shall not store materials or use equipment in a manner, which would load the surface beyond its design capacity.
- 9.1.17 The *Contractor* shall maintain all exterior openings in the building weather-tight at all times. The *Contractor* shall provide all temporary protection, enclosures, tarpaulins and other materials as may be required to prevent entry of all elements.
- 9.1.18 The *Contractor* shall protect all light fixtures and existing signage from damage.
- 9.1.19 Should the Work be closed down for any cause, the *Contractor* shall assume all responsibility for protecting the Work during such period.
- 9.1.20 Due consideration shall be given to fire safety in the building. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard.
- 9.1.21 Any person not following stipulated safety regulations shall be dismissed.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

AMEND paragraph 9.2.7.4 and 9.2.8.4 as follows:

9.2.7.4 Substitute the word "*Contractor*" with "*Contractor and the Consultant*".

9.2.8.4 Substitute the word "*Owner*" with "*Owner and the Consultant*".

9.4 CONSTRUCTION SAFETY

DELETE entirely paragraph 9.4.4 and replace with the following:

9.4.4 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the *OHSA*, 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 *Work*. Without limiting the foregoing, the *Contractor* shall be solely responsible for construction safety in respect of its *Consultants*, other *Consultants*, *Subcontractors* and *Suppliers*, the *Owner's* own forces, and other contractors, subcontractors, and suppliers during the course of the *Project*. Without limiting the generality of the foregoing, the *Contractor* shall comply with the occupational health and safety laws and any orders, recommendations, and restrictions made by the federal, provincial or municipal governments during the COVID-19 emergency relating to worker safety and physical distancing, including as they apply to the *Place of the Work*. The *Contractor* shall indemnify and hold harmless the *Owner* for any fines, penalties or other costs imposed or assessed on or incurred by the *Owner* arising from the *Contractor's* failure to comply with the applicable health and safety laws and any orders, recommendations, and restrictions related to the COVID-19 emergency.

GC 10.1 TAXES AND DUTIES

DELETE entirely the paragraph 10.1.2.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

AMEND clause 10.2.2:

10.2.2 Remove the word "*Owner*" and insert the word "*Contractor*". Remove the words "except for" and insert the word "including". Add the following sentence: "*The Owner will reimburse the Contractor for the Building Permit fee.*"

GC 10.3 PATENT FEES

AMEND paragraph 10.3.1 with the following:

10.3.1 Add to the end of the first sentence "and such royalties or fees shall be deemed to have been included in the *Contract Price*."

GC 11.1 INSURANCE

DELETE paragraph 11.1 .1 in its entirety and REPLACE with the following:

11.1.1 Without restricting the generality of GC 2.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the insurance coverages as specified in CCDC 41 – CCDC Insurance Requirements.

ADD the following new paragraphs 11.1.9 to 11.1.10:

11.1.9 The *Contractor* shall submit a Certificate of Insurance, which states that all requirements of the *Contract* are included in the policy coverage. This certificate must be submitted prior to commencement of the Work.

11.1.10 The *Contractor* shall name the *Owner, the Owner’s Representative, Property Manager* and the *Consultant* as additional insured.

Add the following General Condition:

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall promptly provide and pay for a Performance Bond in the amount of 50% of the Estimated *Contract* Price covering the performance of the *Contract* (for a period of 2 years from Ready-for-Takeover) including the requirements of GC 12.3 WARRANTY.

11.2.2 The *Contractor* shall also promptly provide and pay for a Labour and Materials Payment Bond in the amount of 50% of the Estimated *Contract* Price.

11.2.3 If the Contract Documents require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract. The form of such bonds shall be in accordance with the latest addition of the CCDC approved bond forms.

11.2.4 Where the *Contract* falls within the purview of bond requirements under section 85.1 of the *Construction Act* (Ontario), the bonding under paragraphs 11.2.1 and 11.2.2 shall be in the prescribed form under the *Construction Act* (Ontario).

GC 12.1 READY-FOR-TAKEOVER

ADD new paragraphs 12.1.1. 9 and 12.1.1.10 as follows:

12.1.1.9 The cost of completion of the Project, including, without limitation, the cost of correction of a known defect or last supply of services and materials, but excluding any landscaping or other exterior work which is incomplete due to the seasonal delays is not more than the lesser of: (a) 1 per cent of the *Contract* Price; and (b) \$5,000.

12.1.1.10 All other requirements as stipulated in the Contract Documents.

12.1.2 DELETE paragraph 12.1.2 in its entirety.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

AMEND 12.2.3 by adding the following to the beginning of the paragraph:

12.2.3 “Unless agreed to by the Owner and Contractor, each acting reasonably,”

AMEND 12.2.4 by adding the following to the beginning of the paragraph:

12.2.4 “Unless agreed to by the Owner and Contractor, each acting reasonably,”

GC 12.3 WARRANTY

AMEND paragraph 12.3.1, 12.3.4 and 12.3.5 as follows:

12.3.1 Replace “one year from the date when Ready-for-Takeover has been attained” with “two (2) years from that Ready-for-Takeover has been attained.”

12.3.4 Replace “one year warranty period” with “two (2) year warranty period.”

12.3.5 Replace “one year warranty period” with “two (2) year warranty period.”

ADD the following new paragraphs:

12.3.7 The *Contractor* shall ensure that all warranties, guarantees or other obligations for work, services or materials performed or supplied by any subcontractor, supplier or other person in or about the Work, are in the name of, and enforceable by, the *Owner*. Until expiry of the relevant warranty rights against the *Contractor*, the *Owner* shall not directly exercise any rights under such warranty, guarantees or other obligation without first notifying the *Contractor* thereof and giving the *Contractor* the opportunity to correct the relevant defect, or cause it to be corrected.

12.3.8 Upon certified completion of any item of work carried under warranty, the warranty period shall re-commence from the date of the completed warranty work for that particular item of work.

12.3.9 The *Contractor* shall begin to remedy defect not later than 15 days after written notice thereof by the *Consultant* or *Owner*.

12.3.10 The *Contractor* shall cause a warranty inspection to be made just prior to the termination of the warranty period to list all outstanding deficiencies to be corrected by the *Contractor* at no cost to the *Owner*. It is understood that the making good of such deficiencies shall include all labour and materials, including the repair or replacement of

adjacent materials which are damaged by the work of the repair, and shall specifically include the painting of any new material that is required.

12.3.11 Neither the *Consultant's* final certificate nor payment thereunder shall relieve the *Contractor* from their responsibility hereunder.

GC 13.1 INDEMNIFICATION

13.1.1 AMEND paragraph 13.1.1 by adding "and the Owner's Representative" after the word "other" in the first sentence.

CCDC 41 INSURANCE REQUIREMENTS

AMEND paragraph 1 as follows:

1. General liability insurance in the amount of \$5,000,000 for any one occurrence which shall:
 - (i) include a broad form of property damage endorsement and coverage for personal injury, contractual liability, products and completed operations, and \$2,000,000 non-owned automobile;
 - (ii) be endorsed to name the Owner and Owner's Representative (and any other party that the Owner may reasonably require) as an additional insured with respect to liability arising out of the operations and Services of the Consultant, its employees, agents, subconsultants and representatives;
 - (iii) constitute primary coverage and not coverage in excess of, or contributory with, any insurance otherwise available to the Owner; and
 - (iv) provide the Certificate Holders with thirty (30) days' notice of cancellation.

AMEND paragraph 2 as follows:

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

DELETE paragraphs 3, 4, 6 and 8 in their entirety.

(End of Section)