FORM OF AGREEMENT

BETWEEN:

The Corporation of the Town of New Tecumseth

(referred to as the “Town”)

AND:

[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

**New Construction of a Fire Hall, Fire #4, in the community of Alliston, ON**

is comprised of the following documents, which are collectively referred to as the “Contract”:

1. this document in addition to **CCDC2-2020, as amended herein**;
2. the Schedule of Deliverables, Rates, and Specific Provisions, attached hereto as Schedule 1;
3. the Supplemental Terms and Conditions, attached hereto as Schedule 2;
4. the **RFP P25-02 New Construction of a Fire Hall, Fire #4, in the community of Alliston**, including any addenda, (the “Solicitation Document”); and
5. all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS** **WHEREOF** the parties hereto have executed this Agreement as of the date written below.

The Corporation of the Town of New Tecumseth

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Title: |  |
| Date of Signature: |  |

I have the authority to bind the Town.

[\*\*Insert Supplier’s Full Legal Name\*\*]

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Title: |  |
| Date of Signature: |  |

I have the authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

As further described in the Solicitation Document, construct the new fire station, a one-story building with approximately 12,600 square feet, and a helical pile foundation. Site servicing and grading works are also required, including drainage, the installation of a temporary gravel access road for contractor laydown and parking, a new gravel road to permit public access to the adjacent sports fields, and the removal and reinstatement of a berm embankment.

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Town to the Supplier under the Contract shall not exceed [\*insert maximum contract amount\*] ($xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[\*insert personnel and rate information or replace this section with other applicable form of rate breakdown\*]

C. Payment Terms

The payment terms for the Contract are as follows: monthly invoices, submitted along with a progress payment. Progress payments on account of work authorized, including under cash allowances, shall be included in the monthly certificate for payment and accompanied by the specified photographs and other requirements as further described in the Solicitation Document. In addition to any express requirement of a Proper Invoice as stipulated in the Construction Act, R.S.O. 1990, as amended, and the specifications, the following additional requirements apply.

The Town shall pay the Supplier for the Deliverables in accordance with the Rates within twenty-eight (28) days of receipt by the Town of a satisfactory and proper invoice from the Supplier requesting payment for Deliverables that have been received and accepted by the Purchaser. Electronic funds transfer is the standard and preferred method of payment.

All invoices submitted by the Supplier must include the Supplier’s business name, mailing address, and HST number, Supplier contact title, telephone number, and email address, invoice date, invoice number, payment terms (Net 28), due date, the Town’s name and address, Town contact full name, project name and location, contract execution date, period during which the services and materials were supplied, itemized description, including quantity where appropriate, of the services and materials that were supplied, delivery date and delivery location(s), original contract value, revised contract value, total progress billed to date, less previous period progress billings, current period progress billing (amount invoiced, exclusive of HST), all applicable holdback deduction values, all applicable holdback release values, subtotal, less HST, the amount of HST value, shown separately, total amount payable, detailed breakdown of schedule of items and prices and supporting documentation, and where applicable, WSIB clearance certificate and statutory declaration of progress payment distribution by Supplier.

The Purchase Order number must appear on all documentation relating to the Contract, including, but not limited to, invoices and delivery/packing slips. Invoices that do not include the applicable Purchase Order number, item number and order description shall not be processed, and shall be returned to the Supplier until the appropriate information is provided.

Invoice to be received in Accounts Payable, electronic submission, at [ap@newtecumseth.ca](mailto:ap@newtecumseth.ca%20). Invoice submission will not be accepted during the period of December 23 to January 1 of any given year.

Unless otherwise specified, invoices shall be submitted on the 1st or 15th day of every month, for the previous months Deliverables that have been received and accepted by the Purchaser.

D. Town and Supplier Representatives

The Town Representative and contact information for the Contract is:

[\*insert name and title of the Town’s representative in charge of the contract and contact details, including mailing address and email address\*]

The Supplier Representative and contact information for the Contract is:

[\*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address\*]

E. Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables.

F. Specific Provisions

\*Insert any additional contract performance terms or modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from the Supplier’s Submission or negotiated changes to the Solicitation Document, if applicable\*]

Schedule 2 - Supplemental Terms and Conditions

Supplementary Conditions to CCDC 2-2020 Stipulated Price Contract

The Articles of the Standard Construction Document CCDC 2-2020, Stipulated Price Contract are hereby amended as follows:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A-1 The Work**

Title of the Work: New Construction of a Fire Hall, Fire #4, in the community of Alliston, ON

Place of the Work: 6365 14th Line, New Tecumseth, ON ;

Consultant: Alaimo Architecture Inc.

Commence Work: Immediately upon execution of the contract

Ready for Takeover: Within 18 months of commencement

**A-3 Contract Documents**

This section to be completed and finalized at the time of agreement preparation, and will include this Contract Cover, completed and signed, the CCDC2 2020 Document, completed and signed, Contract Drawings, Addenda, Request for Tender #T21-22. Successful Bidders Submission, Supplementary Conditions, , Project Specific Supplementary Conditions etc.

1. this Contract Cover, completed and signed
2. the Schedule of Deliverables, Rates, and project
3. Specific Provisions, attached hereto as Schedule 1;
4. the Supplemental Terms and Conditions, attached hereto as Schedule 2;
5. the CCDC2 2020 Document, completed and signed, as amended herein;
6. the **RFP P24-05 New Construction of a Fire Hall, Fire #4, in the community of Alliston**, including any addenda, (the “Solicitation Document”); and
7. all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”) and conditions of award (i.e. Performance Bond, Labour and Material Payment Bond).

**A-4 Contract Price**

Section 4.1 - Contract Price: To be determined based on awarded contract price excluding HST

Section 4.2 – 13% HST based on awarded contract price

Section 4.3 – To be determined based on the addition of the previous values in Section 4.1 plus

Section 4.2.

**A-5 Payment**

Section 5.1 - Holdback: Basic Holdback 10%, or as required under the Construction Act, whichever is greater, and a separate holdback for finishing work, where required.

Section 5.3 – Delete the paragraph in its entirety: 5.3 Interest

**A-6 Receipt of And Addresses for Notices in Writing**

To be filled in upon preparation of Agreement

**A-7 Language of The Contract**

Section 7.1 – It is anticipated that the Agreement will be prepared in English only, however if there is a discrepancy between the French and English version, then the English version will prevail.

The General Conditions of the Standard Construction Document CCDC 2-2020, Stipulated Price Contract are hereby amended as follows:

**GENERAL CONDITIONS**

Add new paragraph:

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by the Supplemental Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

**PART 1 GENERAL PROVISIONS**

**GC 1.1 Contract Documents**

Add new sentence to the end of paragraph 1.1.9:

The Specifications 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 Contract Documents will be construed to place responsibility on the Consultant to settle disputes among Subcontractors and Suppliers or as between them and the Contractor with respect to such divisions.

**PART 2 ADMINISTRATION OF THE CONTRACT**

**GC 2.3 Review and Inspection of The Work**

Add new paragraph:

2.3.8 The Owner or Consultant will conduct periodic reviews of the Work in progress, to determine general conformance with the requirements of the Contract Documents. Such reviews, or lack thereof, shall not give rise to any claims by the Contractor in connection with construction safety at the Place of the Work, responsibility for which belongs exclusively to the Contractor.

Contractor covenants that all their employees and subcontract employees are knowledgeable in and follow the regulations which pertain to their duties which are included in the Occupational Health and Safety Act (R.S.O.), 1990, as amended and any regulations made pursuant to the Acts, and any other applicable legislation. For the purposes of the Occupational Health and Safety Act, the General Contractor is the ‘employer’ and shall hold obligation for safety on the project, even in circumstances where it does not employ the workers performing the actual construction work on the project. Neither the Owner nor its consultants intend to be the ‘employer’, ‘constructor’, or ‘safety officer’ of the construction work, nor do they professes to have the skill, expertise or knowledge to accept responsibility for same, which it expressly delegates to the Contractor, notwithstanding that from time to time either may send its employees or representatives to the worksite to perform inspections, monitor the site for quality control, and to monitor the progress of work. Any personnel sent to the site by the Town is for the protection of the Owner's interest in the work and shall not relieve the Contractor of the responsibility to ensure all protective measures are in place to safeguard the workplace prior to work being undertaken by any party. In any event, the Contractor covenants that it is the ‘constructor’, the ‘employer’ of all workers, the expert in its field and in construction health and safety best practices and is therefore solely responsible for control over the workplace, the workers on the site, and the safety of the work, the workers, and all personnel accessing the jobsite.

**GC 2.4 Defective Work**

Add new subparagraph 2.4.1.1:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Owner of the Consultant.

**PART 3 EXECUTION OF THE WORK**

**GC 3.1 Control of The Work**

Add new paragraph 3.1.3:

3.1.3 Prior to commencing the Work, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for the proper completion 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 in the Contract Documents, the Contractor shall immediately notify the Consultant in writing and obtain Supplemental Instructions from the Consultant before proceeding with any part of the affected work.

**GC 3.4 Construction Schedule**

Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall,

.1 within 15 days following the award of the Contract, prepare and submit to the Owner

and the Consultant for their review and acceptance, a construction schedule that indicates the timing of the activities of the Work and provides sufficient detail of the critical events and they inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time and in accordance with the Contract Documents. Unless otherwise agreed to in writing, in advance by the Owner and the Contractor, when required by the Specifications to employ construction scheduling software, the Contractor shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the Work to be monitored in relation to the critical path established in the schedule. The Contractor shall provide the construction schedule and any successor or revised schedules to the Owner in electronic format and paper copy. When required by the Specifications to employ construction scheduling software, the Contractor shall provide the construction schedule to the Owner in editable format, together with a record version in PDF format. Once accepted by the Owner and the Consultant, the construction schedule submitted by the Contractor shall become the baseline construction schedule;

.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the Owner pursuant to General Condition 3.4 Construction Schedule;

.3 monitor the progress of the Work on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the Owner pursuant to General Condition 3.4 Construction Schedule, 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 schedule; and

.4 if, after applying the expertise and resources required under subparagraph 3.4.1.2, the Contractor forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.4.1.3 cannot be recovered by the Contractor, it shall, in the same notice, indicate to the Consultant and the Owner if the Contractor intends to apply for an extension of the Contract Time as provided in PART 6 of the General Conditions – CHANGES IN THE WORK.

Add new paragraph 3.4.2:

3.4.2 If, at any time, it should appear to the Owner or the Consultant that the actual progress of Work is behind schedule or is likely to become behind schedule, or if the Contractor has given notice of such to the Owner or the Consultant pursuant to subparagraph 3.4.1.3, the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the schedule or minimize the resulting delay 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, then the Contractor shall proceed in accordance with General Conditions 6.5 – DELAYS.

**GC 3.5 Supervision**

Add to the end of paragraph 3.5.1 after the words “except for valid reason” the following; “, and upon the Contractor obtaining the Owner’s written consent, which consent will not be unreasonably withheld”.

Add paragraph 3.5.3;

3.5.3 The Owner may, at any time during the course of the Work, request the replacement of the appointed representative (s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the Owner’s operations. Immediately upon receipt of the request, the Contractor shall make arrangements to appoint an acceptable replacement.

**GC 3.7 Labour and Products**

Delete paragraph 3.7.3 and replace with new paragraph 3.7.3:

3.7.3 Unless otherwise specified in the Contract Documents, Products provided shall be new and as specified. The Contractor shall not provide substitutions for specified Products without the express written consent of the Consultant and the Owner.

Add new paragraph 3.7.4

3.7.4 The foreperson of each trade engaged on the work must be able to speak and understand the English language well enough to comprehend and carry out all instructions issued and to work in complete coordination with other trades.

**GC 3.8 Shop Drawings**

Add new paragraph:

3.8.8 Reviewed shop drawings shall not authorize changes in Contract Price and/or Contract Time.

Add New General Condition 3.9

**GC 3.9 Performance by Contractor**

3.9.1 In performing its services and obligations under the Contract, the Contractor shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the performance of the Contractor’s obligations, duties, and responsibilities shall be judged against this standard. The Contractor shall exercise the same standard of care, skill, and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

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

.1 the personnel it assigns to the Project are appropriately experienced.

.2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to Owner’s approval, in the event of death, incapacity, removal or resignation; and

.3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform its work under the Contract.

**PART 5 PAYMENT**

**GC 5.1 Financing Information Required of The Owner**

Delete entire clause

**GC 5.2 Application for Payment**

Paragraph 5.2.2, first line: change "dated the last day" to read "dated as of the last day"

Add new paragraphs 5.2.8, and 5.2.9;

5.2.8 The Contractor shall submit with each application a current Certificate of Clearance from the Workplace Safety and Insurance Board.

5.2.9 The Contractor shall prepare current As-Built Drawings during the course of the Work, which current As-Built Drawings shall be maintained by the Contractor and made available to the Consultant and the Owner for review upon reasonable request. The Owner/Consultant may retain a reasonable amount from any progress payment for the value of the As-Built Drawings not presented for review until the As-Built Drawings are presented for review.

**GC 5.5 Final Payment**

Add new paragraph:

5.5.5 There shall be no certification of progress payments by the Consultant after Substantial Performance until Final Payment. The Owner reserves the right to contract out uncompleted deficiencies if same have not been completed within a reasonable amount of time, as reasonably determined by the Owner or Consultant, without prejudice to any other right or remedy and without affecting warranty period.

Add new article

**GC 5.8 No Claims for Anticipated Profit**

5.8.1 If any change or deviation in, or omission from the Work is made by which the cost of Work to be done is decreased, or if the whole or any portion of the Work is dispensed with, or if the Contractor should stop work or terminate the Contract in accordance with the provisions of GC 7.2, no compensation shall be claimable by the Contractor or Subcontractor for any loss of anticipated profits in respect thereof.

**PART 6 CHANGES IN THE WORK**

**GC 6.2 Change Order**

add new paragraphs 6.2.3 and 6.2.4:

6.2.3 Allowance for overhead and profit shall be limited to ten percent (10%) for Contractor’s work, or where work is subcontracted, for Subcontractor’s work. The Contractor shall be entitled to five percent (5%) of a Subcontractor’s total cost. Overhead and profit may not be charged on credits to the Contract. Where a change involves both extras and credits, overhead and profit shall apply only to the net extra of the change, if any.

6.2.4 The costs for the following items shall be considered to be included in the allowance for overhead and profit:

.1 Contractor’s head office expenses, including estimating and accounting services.

.2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel.

.3 Temporary site office including costs for telephone and facsimile machine.

.4 Small tools.

.5 Construction safety program.

.6 Insurance and bonding premiums.

.7 Shop and record drawings.

.8 Clean up and disposal of waste materials.

**GC 6.4 Concealed or Unknown Conditions**

Add new paragraph 6.4.5:

6.4.5 If the Contractor was given access to the Place of the Work prior to the submission of the bid on which the Contract was awarded, then the Contractor confirms that it carefully investigated the Place of the Work and, in doing so, applied to that investigation a degree of care and skill required by paragraph 3.9.1. In those circumstances, notwithstanding the provisions of 6.4.1, the Contractor is not entitled to an adjustment to the Contract Price or to an extension of the Contract Time for conditions which could reasonable have been ascertained by the Contractor by such careful investigation, or which could have been reasonably inferred from the material provided with the Contract Documents. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation, because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the Contract Documents.

**GC 6.5 Delays**

paragraph 6.5.1, third line, after “with the Contractor” add: “and as accepted in writing by the Owner.”

paragraph 6.5.2, fifth line, after “with the Contractor” add: “and as accepted in writing by the Owner.”

paragraph 6.5.3, eighth line, after “Contractor”, add: “and as accepted in writing by the Owner.”

paragraph 6.5.4, first line, after “Consultant” add: “and accepted by the Owner”.

add new paragraphs 6.5.6, and 6.5.7:

* + 1. If the Contractor or his subcontractors or suppliers are responsible for the delay in the progress of the work he shall, without additional cost to the Owner, work such overtime, and acquire and use for the execution of the Work such additional labour and equipment as necessary, in the opinion of the Owner and/or it’s representative, to avoid delay in the final completion of the work, in order to attain the Ready-for-Takeover date stipulated in the Agreement between the Owner and Contractor.

6.5.7 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone directly or indirectly employed or engaged by the Contractor, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including, but not limited to, the cost of all additional services required by the Owner from the Consultant or any subconsultants, project managers, or others employed or engaged by the Owner. This amount is not, and shall not be deemed a penalty, but is a fair estimate of the actual costs resulting from the delay, and shall be charged in addition to all other costs provided for in the Contract Documents.

**PART 7 DEFAULT NOTICE**

**GC 7.2 Contractor’s Right to Suspend the Work Or Terminate The Contract**

delete subparagraph 7.2.3.1

delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:

7.2.3.3 the Owner fails to pay the Contractor when due the un-contested amount indicated on a Proper Invoice or awarded by adjudication, arbitration, or court, except where the Owner has a bona fide claim for set off, or

paragraph 7.2.4, second line:

change “5 Working Days” to “10 Working Days”.

paragraph 7.2.5 third and fourth lines:

delete: “and such other damages as the Contractor may have sustained as a result of the termination of the Contract.”

**PART 8 DISPUTE RESOLUTION**

**GC 8.1 Authority of The Consultant**

Delete paragraphs 8.1.1, 8.1.2, and 8.1.3 in entirety.

**GC 8.3 Negotiation, Mediation and Arbitration**

Delete paragraphs 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.3.5, 8.3.6, 8.3.7, and 8.3.8 in entirety.

**GC 8.4 Retention of Rights**

Delete paragraphs 8.4.1, and 8.4.2 in entirety.

**PART 9 PROTECTION OF PERSONS AND PROPERTY**

**GC 9.1 Protection of Work and Property**

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.9.1;

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in or inferable from the Contract Documents, or that are inferable from an inspection of the Place of the Work exercising the degree of care and skill described in paragraph 3.9.1

**GC 9.2 Toxic and Hazardous Substances**

Add new subparagraph 9.2.5.5

9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price

Delete subparagraph 9.2.7.4 in its entirety.

Add to subparagraph 9.2.8.3 immediately before the comma, the following new words:

“and as a result of the delay”

Add new paragraph 9.2.10

9.2.10 For the purposes of this General Condition the term toxic and hazardous substances shall be taken to mean and shall be limited to only designated substances as currently defined by applicable statutory and regulatory requirements.

**PART 10 GOVERNINGREGULATIONS**

**GC 10.1 Taxes and Duties**

add new paragraph:

10.1.3 The Contractor shall, at the request of the Owner, assist, join in, or at Owner’s expense, make application on behalf of the Owner for any exemption, recovery or refund. Provide the Owner with copies, or where required originals of records, invoices, purchase orders or other documentation as may be necessary to support such application.

**GC 10.2 Laws, Notices, Permits and Fees**

add to paragraph 10.2.2:

The Contractor shall pay construction damage deposits levied by municipality in connection with the issuance of a building permit.

Add to the end of paragraph 10.2.4 the following words:

“the Contractor shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The Contractor shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern.”

**GC 10.3 Patent Fees**

Delete paragraph 10.3.2 in its entirety

**PART 11 INSURANCE**

**GC 11.1 Insurance**

Delete paragraph 11.1.1 and replace with the following paragraph 11.1.1:

11.1.1 Without restricting the generality of GC 13.1 – IDEMNIFICATION, the Contractor shall provide, maintain, and pay for the following insurance coverages, in effect at the time of bid closing, the requirements of which are specified hereinafter. prudent:

Add to the end of subparagraph 11.1.1.1 the following words:

“General Liability Insurance from an insurer licensed in the province of Ontario, for Five (5) Million Dollars ($5,000,000.00), per occurrence with an annual aggregate limit of no less than Ten (10) Million Dollars ($10,000,000), to the Corporation of the Town of New Tecumseth, Ontario, and Alaimo Architecture Incorporated, against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor’s operations under this Contract.

In addition, the General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement.

The Corporation, and the Consultant must be included as an “Additional Insured” on the relevant documents.

Sudden and Accidental Environmental Liability Insurance from an insurer licensed in the province of Ontario, for Two (2) Million Dollars ($2,000,000.00), per occurrence, to indemnify and hold harmless the Corporation of the Town of New Tecumseth, Ontario and Alaimo Architecture Incorporated.

Environmental Liability must include asbestos operations.”

Add to the end of subparagraph 11.1.1.2 the following words:

Ontario Standard Vehicle Liability Insurance from an insurer licensed in the province of Ontario, (for all licensed vehicles & equipment) for Two (2) Million Dollars ($2,000,000.00), per occurrence for and against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.”

Add to paragraph 11.1.2, second line, after “confirmation of coverage”, the following new words:

“by means of valid Certificate of Insurances for the required insurances, endorsed and identifying additional insureds as specified herein,”

Add to the end of paragraph 11.1.2 the following words:

The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty (30) days written notice to the Owner and the Consultant in the event of cancellation, coverage reductions, or any other changes.

delete paragraphs 11.1.6, 11.1.7, and 11.1.8 in their entirety.

**GC 12.3 Warranty**

change paragraph 12.3.2 to read:

12.3.2 The Contractor expressly warrants and guarantees to the Owner that the Work performed by the Contractor and by all workers, suppliers and Subcontractors of the Contractor conforms to the requirements of the Contract Documents and is performed in a safe and careful manner.

Add new paragraph 12.3.7

12.3.7 The warranty period shall recommence for corrected work once work is complete.

**GC 13.1 Indemnification**

Delete the first sentence in paragraph 12.1.1 and substitute new first sentence in paragraph 12.1.1:

13.1.1 Without restricting the parties obligation to indemnity as described in paragraphs 12.1.4 and 12.1.5 the Contractor shall indemnify and hold harmless the Owner from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings where in respect to losses suffered by them or in respect to claims by third parties that arise out of or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:

delete sub-paragraph 12.1.6.2 in its entirety.