TORONTO DISTRICT SCHOOL BOARD: SUPPLEMENTARY CONDITIONS, CCDC2 (2020) STIPULATED PRICE CONTRACT

The Agreement of the Stipulated Price Contract, CCDC-2 2020 is hereby amended herein in accordance with the terms below. These amendments void, supersede, or amend the Articles, Schedules, Definitions and General Conditions as hereinafter provided and form part of the *Contract Documents*.

SUPPLEMENTARY ARTICLES

SA1 ARTICLE A-3 CONTRACT DOCUMENTS

1. Add the following to the *Contract Documents*:

    - Toronto District School Board: Supplementary Conditions, CCDC2 (2020) Stipulated Price Contract
    - Addendums
    - Divisions 0 through 48 of the Specifications
    - Material and finishing schedules
    - Drawings
    - Construction Schedule
    - Request for Proposal - Instructions to Bidders and Standard Terms and Conditions
    - Purchase Order

SA2 ARTICLE A-4 CONTRACT PRICE

1. Delete paragraph 4.4 in its entirety and replace with the following:

    "4.4 The *Contract Price* shall be the total compensation payable to the *Contractor* for the completion of all demolition, construction, and commissioning of the *Work* as specified in the *Drawings*, *Shop Drawings*, and *Specifications*. The *Contractor* shall not be entitled to a change in the *Work* under Part 6 of the General Conditions – CHANGES IN THE WORK or the payment of additional compensation of any kind unless such a change to *the Contract Price* is authorized by a *Change Directive* or *Change Order*."

2. Add new paragraph 4.6 as follows:

    "4.6 The *Contract Price* is the agreed amount for all the *Work*, including all risks, hazards, and difficulties in connection therewith assumed by the *Contractor* in performing the *Work*. The *Contractor* acknowledges that it has fully reviewed the plans, *Drawings*, *Specifications* and other *Contract Documents* which comprise the *Work*, has inspected the *Place of the Work* and all conditions under which the *Work* will be performed and has satisfied itself that the *Work* as specified in the *Contract Documents* can be performed for the all-inclusive sum of the *Contract Price* without any claim for additional compensation. It is intended that all work and services required for completion of the *Work* and for the construction and administration of the *Project* shall be supplied for the *Contract Price*, including all such work that is in the *Contract Documents* or is reasonably inferable from the *Drawings*, *Specifications* and the *Contract Documents* as being necessary to produce the intended results."

SA3 ARTICLE A-5 PAYMENT

1. Delete paragraphs 5.2.1(1) and 5.2.1(2) in their entirety and replace with "2% per annum".

2. Add new paragraph 5.3 as follows:

"5.3 Applications for payment submitted by the *Contractor* must include the following to be considered a *Proper Invoice* under the *Act*:

.1 The *Contractor*'s name and address;
.2 The *Contractor*'s HST registration number;
.3 The date of the application for payment and the period during which work, services or materials were supplied;
.4 Information identifying the authority under which work, services or materials were supplied;
.5 A description, including quantity where appropriate, of the work, services or materials that were supplied, including a description of the total amount actually supplied and the amount remaining as of the date of the application for payment;
.6 The amount payable for the work, services or materials that were supplied and the payment terms;
.7 The name, title, telephone number and mailing address of the person to whom payment is to be sent;
.8 Approved *Change Orders* signed by the *Owner*, *Consultant* and *Contractor* applicable to any work, services or materials for which payment is being requested;
.9 *Change Directives* applicable to any work, services or materials for which payment is being requested;
.10 Copy of successful testing and commissioning reports where specified in the *Specifications*;
.11 Certificate(s) of Insurance with respect to the insurance coverages required by this Agreement;
.11 Workplace Safety & Insurance Board ("**WSIB**") Clearance Certificate; and
.12 Statutory Declaration CCDC 9A-2018."

SA4 ARTICLE A-7 LANGUAGE OF THE CONTRACT

1. Delete "French#" in the second line of the paragraph.

SA5 ARTICLE A-9 TIME OF THE ESSENCE

1. Add new Article A-9 as follows:

"9.1 Time shall be of the essence for this *Contract* and under all *Contract Documents*. The *Contractor* shall vigorously prosecute the *Work* when and as required by the *Owner*, maintaining at all times a rate of progress satisfactory to the *Owner* and adequate to ensure full and timely performance of the *Work*.

The *Contractor* shall coordinate the *Work* with the work of other phases of the *Project*, including the work of other contractors, if any, so as not to delay or hinder such work. In order to maintain its schedule and facilitate the work of others, the *Contractor* shall work overtime, increase the size and number of crews, work multiple shifts, increase the capacity of equipment, change the sequencing of the *Work*, change the means and methods of performing the *Work*, submit a plan or schedule for improving progress, or take such other measures as directed by *Owner* and, except as otherwise provided in this *Contract*, all such measures shall be at *Contractor*'s expense."

SA6 ARTICLE A-10 FLOW THROUGH PROVISION

1. Add new Article A-10 as follows:

"10.1 The requirements, terms and conditions of this *Contract* and the *Contract Documents* shall be binding upon *Subcontractors* and *Suppliers*. In the event of any conflict between the terms of this *Contract* and another contract, subcontract or agreement, the terms of this *Contract* and the *Contract Documents* shall govern."

SUPPLEMENTARY DEFINITIONS

The *Definitions* of this *Contract* of the are hereby amended as follows:

SD1 Add new definition "Act" as follows:

Act
Act means the *Construction Act*, R.S.O. 1990, c. C-30 as amended, and all regulations thereto.

SD2 Add new definition "Allowable Mark-Ups for Changes" as follows:

Allowable Mark-Ups for Changes
Allowable Mark-Ups for Changes means the permissible mark-ups associated with any adjustment of the *Contract Price* pursuant to GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE which shall be inclusive of *Overhead* and profit and shall be as follows:

.1 for work performed by the *Contractor* (but not its *Subcontractors*), a total mark- up of not more than 10% for changes of $50,000.00 or less and not more than 5% for changes in excess of $50,000.00 of the actual net increase or, in respect of a *Change Order*, the estimated net increase in the cost of such *Work* as determined in accordance with paragraph 6.2;

.2 for work performed by a *Subcontractor* (and excluding any *Work* performed by the *Contractor*), a total mark-up by the *Contractor* of not more than 5% of the amount payable to such *Subcontractor* for such work;

.3 The *Contractor* shall not accept any mark-up by its *Subcontractors* of more than 10% for changes of $50,000.00 or less or more than 5% for changes in excess of $50,000.00. The *Contractor* is not entitled to be paid any amounts by the *Owner* that are in excess of these thresholds;

.4 The net increase in cost shall be the actual or estimated increase in costs attributable to the change less the actual or estimated decrease in costs attributable to the change.

In connection with any adjustment of the *Contract Price*, the *Contractor* shall not be allowed a mark-up on account of *Overhead* and profit as follows:

.1 no mark-up for *Overhead* and profit will be permitted in respect of *Value Added Taxes*;

.2 no mark-up for *Overhead* and profit will be permitted with respect to unit prices proposed in the bid submissions, including but not limited to unit prices, alternate unit prices, separate unit prices, and itemized pricing;

.3 no mark-up or deduction for *Overhead* and profit will be permitted in respect of a net decrease or credit in the cost of the *Work* as a result of a *Change Order*; and

.4 the *Allowable Mark-Ups for Changes* shall be inclusive of *Overhead* and profit."

SD3 Add new definition "As-Built Drawings" as follows:

As-Built Drawings
As-Built Drawings means drawings prepared by the *Contractor* and/or the *Consultant* (as applicable) by marking on a copy of the *Drawings* the changes to the *Drawings* which occur during construction including, but not limited to, the exact location of major building components and structures shown on the *Drawings*. *As-Built Drawings* shall be in computer-aided design (CAD) format, as well as in paper and pdf formats.

SD4 Add new definition "Certificate of Payment Form" as follows:

Certificate of Payment Form
Certificate of Payment Form means the standard form provided by the *Consultant* and/or *Owner*, if any.

SD5 Add new definition "Construction Schedule" as follows:

Construction Schedule
Construction Schedule means the schedule for the *Project* prepared by the *Contractor* and approved by the *Owner* as revised and/or updated from time to time pursuant to the *Owner*'s written approval.

SD6 Amend the definition of "Consultant" as follows:

Add at the end of the first sentence the words "or such other person or entity as may be designated as the *Consultant* by written notice given by the *Owner* to the *Contractor* from time to time. Within the *Contract Documents*, 'Architect' and 'Engineer' shall be deleted and replaced with 'Consultant'."

SD7 Amend the definition of "Contract Documents" as follows:

Add at the end of the sentence the words "in writing".

SD8 Add new definition of "Force Majeure" as follows:

Force Majeure
Force Majeure means an event for which neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this *Contract*, for any failure or delay in fulfilling or performing any term of this *Contract* (except for any obligations to make previously owed payments hereunder) when and to the extent such failure or delay is caused by or results from events which effect the *Place of the Work* and are beyond the impacted party's (the "**Impacted Party**") reasonable control, including the following force majeure events (the "**Force Majeure Events**"): (a) flood, fire, earthquake or explosion; (b) war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest; (c) acts or orders by any governmental authority in respect of the *Place of the Work*, excluding such acts or orders resulting from defective or non-confirming work or failure by the *Contractor* to comply with relevant health and safety laws and regulations; (d) national or provincial emergency; (e) labour strikes; (f)

epidemic, pandemic or other disease outbreak; and (g) other similar events beyond the reasonable control of the Impacted Party.

SD9 Add new definition "Hazardous Substance" as follows:

Hazardous Substance
In addition to substances generally recognized as hazardous substances or characterized as such under applicable legislation, *Hazardous Substance* shall mean and include any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property, plant or animal life or harm or impair the health of any individual.

SD10 Add new definition "Issued For Construction Drawings" as follows:

Issued For Construction Drawings
Issued for Construction Drawings (IFC) refers to a set of bid drawings and specifications that have been modified to include all the changes in the documents due to relevant addenda, selection of alternate pricing options, and other negotiated changes.

SD11 Add new definition "Mould" as follows:

Mould
Mould means as defined by CCA82 2004 Mould Guideline for the Canadian Construction Industry Canadian Construction Association Standard Construction Document Form #CCA 82 – 2004 Mould Guidelines for the Construction Industry (CCA82) or the most recent version thereof.

SD12 Add new definition "Owner's Representative" as follows:

Owner's Representative
Owner's Representative shall mean an individual appointed by the *Owner* as the *Owner's Representative* with respect to the *Contract*. This individual will be identified in writing to the *Contractor* at the time of contract award. If this *Owner's Representative* changes during construction, the *Owner* will notify the *Contractor* in writing of such change.

SD13 Add new definition "Overhead" as follows:

Overhead
Overhead shall mean and shall be strictly limited to the following costs which shall not be reimbursable or payable to the *Contractor*:

.1 the *Contractor*'s head office and site office expenses, including stationary, courier, facsimile and long-distance telephone communications, photocopying and printing, postage and other office supplies and other general office and administrative expenses;

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.2 salaries, wages and benefits of the *Contractor*'s head office personnel and of superintendents, non-working foremen, engineers, timekeepers, estimators, accountants, clerks, watchmen and similar personnel employed directly on the *Work* and contributions, assessments and taxes for such items as unemployment insurance, provincial health insurance, workers' compensation and Canada Pension Plan based thereon (it being acknowledged that salaries, wages and benefits of labourers and working foremen and contributions, assessments and taxes based thereon are reimbursable costs under GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE);

.3 the cost for use of temporary offices, sheds, trailers, or other temporary facilities including the cost of telephone, electrical power, water, heat and all other utilities supplied thereto or consumed therein;

.4 travel and subsistence expenses;

.5 premiums for insurance or bonds required under the *Contract* including any extensions or increases thereto; and

.6 the cost of licenses and permits required by the *Contractor* in connection with the *Work* except for the building permit, the cost of which shall be paid by the *Owner*.

SD14 <u>Add</u> new definition "Schedule of Values" as follows:

Schedule of Values
Schedule of Values means the schedule of values provided by the *Contractor* in a format agreed to by the *Consultant* and/or *Owner* which shall include without limitation:

.1 information identifying the *Place of the Work* and the *Contract*;

.2 the date on which the *Schedule of Values* was issued;

.3 a numbered and itemized list of the *Work* performed with said list identifying the specific work activities, *Products* and labour supplied and the actual or, where the actual cost cannot be ascertained, the estimated cost associated with each item;

.4 the total dollar amount of the *Work* completed and the value of the remaining work as of the date the *Schedule of Values* is issued;

.5 the estimated percent of completion achieved in respect of each division of work as outlined in the *Specifications*;

.6 the value of holdback being retained in accordance with the *Act*.

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SD15 Add new definition "Subcontract" as follows:

Subcontract
Subcontract means all subcontracts and supply agreements in respect of the performance of any part of the *Work* or the supply of any other labour or materials in connection with the *Work* which are entered into by the *Contractor* with a *Subcontractor* or *Supplier*.

SD16 Amend the definition of "Substantial Performance of the Work" as follows:

Delete the definition in its entirety and replace with the following:

"*Substantial Performance of the Work* shall have the same meaning as defined in the *Act*, and the parties expressly acknowledge and agree that the *Project* shall only be deemed to be ready for use when all of the following have occurred:

a) the *Contract* is substantially performed within the meaning of the *Act* and is so certified by the *Consultant* and a certificate of substantial performance is issued by the *Consultant* and published in accordance with the *Act*;

b) all *Work* which has been completed has been performed substantially to the requirements of the *Contract Documents* including, without limitation, in accordance with all *Drawings* and *Specifications* and is so certified by the *Consultant*;

c) the work complies with the requirements specified in the Ontario *Building Code Act, 1992*, S.O. 1992, c.23 and its Regulations; and

d) the *Contractor*, in consultation with the *Consultant*, have prepared and delivered to the *Consultant* and the *Owner* a "punch list" which is a particularized list of all items of the *Work* which are incomplete, outstanding, deficient or defective and in general non-conformance with the *Contract Documents* as determined by the *Owner* and/or *Consultant* in their sole discretion, and remain to be completed or rectified with projected completion dates for each item specified."

SD17 Add new definition "Total Performance" as follows:

Total Performance
Total Performance shall have been attained when (i) the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FORTAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FORTAKEOVER; and, (ii) the *Work* is completed, including the correction of all deficiencies identified by the *Consultant*.

GENERAL CONDITIONS

SC1 GC 1.1 CONTRACT DOCUMENTS

1. Delete the second sentence in paragraph 1.1.1 and replace with the following:

   "The parties agree that the *Contract Price* shall be consideration for any and all work and services required for completion of the *Work* and for the construction and administration of the *Project*, including all such work that is depicted and described in the *Contract Documents* or is reasonably inferable from the *Drawings*, *Specifications* and *Contract Documents* as being necessary to produce the intended results of the *Contract Documents*. The *Contractor* represents and warrants that it has reviewed the *Contract Documents* and that the *Contract Documents*, including all *Drawings* and *Specifications*, are fully adequate to take into account all construction work, labour and materials necessary to bring about completion of the *Work* in accordance with the *Contract Price*. The *Contractor* agrees that it must immediately notify the *Owner* and *Consultant* in writing of any errors, inconsistencies, or omissions contained in the *Contract Documents*."

2. Delete paragraph 1.1.5.1 in its entirety and replace with the following:

   ".1 the order of priority of documents from highest to lowest shall be:

   i. the Agreement between the *Owner* and the *Contractor* (including the Schedules to the Agreement), as amended by the Supplementary Conditions;
   ii. the Definitions, as amended by the Supplementary Conditions;
   iii. Supplementary Conditions;
   iv. the General Conditions, as amended by the Supplementary Conditions;
   v. Addendums;
   vi. Division 01 of the *Specifications*;
   vii. Technical *Specifications*;
   viii. Material and finishing schedules;
   ix. *Drawings*;
      1. Drawings of larger scale shall govern over those of smaller scale of the same date;
      2. Dimensions shown on Drawings shall govern over dimensions scaled from Drawings;
      3. Amended or later dated documents shall govern over earlier documents of the same type;
      4. Noted materials and annotations shall govern over graphic indications;
   x. Issued for Constructions Drawings
   xi. Request for Tender – Instructions to Bidders and Standard Terms and Conditions; and
   xii. Purchase Order

3. Add new paragraph 1.1.12 as follows:

"1.1.12 The *Contractor* shall be provided with electronic versions of the *Contract Documents*. The *Owner* will not provide the *Contractor* with paper copies of the *Contract Documents*. Print copies may be purchased from the *Consultant*. The *Contractor* shall be solely responsible for the provision and dissemination of electronic and/or hard copies of the *Contract Documents* to all *Subcontractors* and *Suppliers*."

SC2 GC 1.3 RIGHTS AND REMEDIES

1. Add new paragraph 1.3.3 as follows:

"1.3.3 The *Owner*'s rights and the *Contractor*'s obligations under GC 13.1 - INDEMNIFICATION and other indemnification provisions, provisions of the *Contract* dealing with warranties or the correction of defective or non-conforming *Work* and any other provisions of the *Contract* that contemplates continuing rights and obligations shall survive the expiry of the earlier of the *Contract Time*, *Total Performance* or termination of the *Contract*."

SC3 GC 1.4 ASSIGNMENT

1. Delete paragraph 1.4.1 and replace with the following:

"1.4.1 The *Owner* shall have the absolute right to assign the *Contract* to any person or entity as may be designated by the *Owner* by written notice given by the *Owner* to the *Contractor*. The *Contractor* shall not assign the *Contract* or a portion thereof without the written consent of the *Owner*, which consent will not be unreasonably withheld."

SC4 GC 1.5 PROJECT REQUIREMENTS

1. Add new General Condition 1.5 as follows:

"1.5.1 The *Contractor* represents, covenants, and warrants to the *Owner* that:

(a) it has the necessary high degree of experience and expertise required to enable it to perform the services required by the *Contract Documents*;

(b) the personnel it assigns to the *Project* are qualified, competent and highly experienced;

(c) it has a sufficient staff of qualified and competent personnel to replace its designated supervisor, subject to the *Owner*'s approval, in the event of death, incapacity or resignation;

(d) 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*; and

(e) if the *Contractor* is not maintaining the *Construction Schedule*, consistent with its obligations under this *Contract*, then at the request of the *Owner* or the *Consultant*, it shall increase its efforts on the *Project* including the addition of more personnel to the *Project* during regular times and during periods of time for which overtime may be required at no additional cost to the *Owner*."

SC5 GC 1.6 EXAMINATION OF THE SITE

1. Add new General Condition 1.6 as follows:

"1.6.1 The *Contractor* represents and warrants that, prior to entering into the *Contract*, it has visited and carefully examined the *Place of Work* in accordance with the standards described in GC 1.5 and GC 1.7.1 and satisfied itself as to the scope and character of the *Work* and all conditions affecting the *Work*, including, without limitation, the *Owner*'s use and occupancy requirements, physical conditions of the *Place of Work*, the nature and location of the *Work*, conditions relating to the transportation, and the handling and storage of materials, proximity to labour, materials, services, utilities and facilities, access to the site, weather conditions and other aspects and matters regarding the completion of the *Work* in accordance with the *Contract Time* and *Contract Price* or that, not having acted in accordance with the standards described in GC 1.5 and GC 1.7.1 or not having attended and examined the *Place of the Work*, the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* which might or could make the *Work* more expensive or more onerous to fulfill, including safety and toxic or hazardous conditions and which would have been revealed by the *Contractor* acting in accordance with the standards described in GC 1.5, and GC 1.7."

SC6 GC 1.7 DILIGENCE CARE AND SKILL

1. Add new General Condition 1.7.1 to 1.7.4 as follows:

"1.7.1 In performing the *Work*, the *Contractor* shall at all times exercise the standard of diligence, care and skill that would normally be provided by an experienced, skilled and prudent contractor supplying similar services in a timely and good and workmanlike manner.

1.7.2 In performing its obligations under this *Contract*, the *Contractor* shall act in good faith and furnish appropriate skill and judgment. The *Contractor* shall also co-operate with the *Consultant* and the *Owner* in furthering the interests of the *Owner*. The *Contractor* shall always furnish sufficient business administration, superintendence, and an adequate supply of workers and materials. The *Contractor* shall perform the *Work* in an expeditious manner consistent with the best interests of the *Owner*.

1.7.3 The *Contractor* shall perform the *Work* in a good and workmanlike manner, using new materials, in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*.

1.7.4 The *Contractor* acknowledges that both time and quality are of the essence. The *Contractor* will perform the *Work* and cause the *Subcontractors* and *Suppliers* to perform the *Work* in accordance with the *Construction Schedule*, as amended from time to time, and in a professional manner."

SC7 GC 1.8 DOCUMENT REVIEW

1. Add new General Condition 1.8 as follows:

"1.8 The *Contractor* acknowledges that prior to submitting its bid for the *Work* and/or *Services*, it thoroughly reviewed the drawings and specifications, bid documents and other *Contract Documents* for the *Project* and that it is sufficiently familiar with the *Drawings* and *Specifications*, bid documents and other *Contract Documents*. The *Contractor* further acknowledges that the *Owner*, in entering into this *Contract*, is relying on the *Contractor*'s review of the *Drawings* and *Specifications* to substantiate that they are sufficiently complete, coordinated, constructible and otherwise adequate to take into account all work, labour and material required for the completion of the *Project* for the *Contract Price*.

The *Contractor* shall immediately report to the *Consultant* any error, inconsistency or omission the *Contractor* may discover in the *Contract Documents*. 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.*"

SC8 GC 2.2 ROLE OF THE CONSULTANT

1. In paragraph 2.2.4, delete the word "determine" and replace with the words "make recommendations as to".

2. In paragraph 2.2.6, delete the words "Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,".

3. In paragraphs 2.2.8, 2.2.9, and 2.2.10, delete the word "findings" and replace with the word "recommendations".

SC9 GC 2.3 REVIEW AND INSPECTION OF THE WORK

1. In paragraph 2.3.1, add the words "and the *Owner*" immediately after the words "the *Consultant*" in the second sentence.

2. In paragraph 2.3.2, add the words "and the *Owner*" immediately after the words "the *Consultant*" in the second and fourth lines of paragraph 2.3.2.

3. In paragraph 2.3.3, add the words "and the *Owner*" immediately after the words "the *Consultant*".

4. Add new paragraph 2.3.8 as follows:

"2.3.8 The *Contractor* shall review the *Construction Schedule* and shall study the characteristics of the *Place of the Work* and the requirements of the *Project* in order to ensure that progress of the *Work* proceeds in a manner consistent with the requirements of the *Construction Schedule*."

SC10 GC 2.4 DEFECTIVE WORK

1. Delete paragraph 2.4.3 in its entirety and replace it with the following:

"2.4.3 If, in the opinion of the *Consultant*, it is not expedient to correct defective work or work not performed in conformity with the *Contract Documents*, the *Owner* may deduct from amounts otherwise due to the *Contractor*, said deduction being the greater of (i) the difference in value between the work as performed and the work as required by the *Contract Documents*; or, (ii) the cost to rectify the defective, substandard, or non-conforming work. If the *Owner* and the *Contractor* do not agree on the difference in value or the cost to rectify the work, they shall refer the matter to the *Consultant* for a recommendation."

2. Add new subparagraph 2.4.4 as follows:

"2.4.4 To the extent that the *Owner* has suffered costs, damages or loss as a result of any defective work or the removal, replacement or re-execution of defective work, the *Owner* shall be entitled to set-off such reasonable costs, damages and loss against the *Contract Price* and/or amounts owing to the *Contractor*.

SC11 GC 3.1 CONTROL OF THE WORK

1. In paragraph 3.1.2, add the words "and shall coordinate the *Work* so as not to unnecessarily interfere with, interrupt, obstruct, delay or otherwise affect the work of others" immediately after the word "*Contract*".

SC12 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

1. Delete paragraphs 3.2.2.1 and 3.2.2.2 in their entirety.

2. In paragraph 3.2.3.4, add the following to the end of the paragraph:

"Failure by the *Contractor* to do so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of *Other Contractors* or the *Owner*'s forces except those deficiencies not then reasonably discoverable."

3. Add new subparagraph 3.2.7 to 3.2.8 as follows:

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"3.2.7 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall require its own forces and those of any other contractors, *Subcontractors*, and *Suppliers* to comply with the *Contractor*'s role as "constructor" as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1 (or such other similar legislation applicable to the *Place of the Work*) and with the *Contractor*'s safety programs and procedures in force at the *Place of the Work*."

3.2.8 The *Contractor* confirms and acknowledges that performance of work by *Other Contractors* or by the *Owner*'s own forces will not nullify or otherwise void the warranties and other contractual obligations the *Contractor* has pursuant to this Agreement. The entry or performance of work by *Other Contractors* or the *Owner*'s own forces shall not constitute acceptance of the *Work* performed by the *Contractor*."

SC13 GC 3.4 CONSTRUCTION SCHEDULE

1. Delete subparagraph 3.4.1 in its entirety and replace it with the following:

"3.4.1 The *Contractor* shall:

.1 within ten (10) calendar days of executing this Agreement, 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 their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. The construction schedule shall permit the *Owner* and *Consultant* to monitor the progress of the *Work* in relation to the critical path of construction established in the schedule. The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and hard copy. The construction schedule shall specify that the *Work* is to commence immediately upon the execution of this Agreement and shall specify the date upon which the *Contractor* shall achieve *Substantial Performance of the Work*. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule, which is defined herein as the *Construction Schedule*;

.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the *Construction Schedule* (including any revision thereto);

.3 monitor the progress of the *Work* relative to the *Construction Schedule* (including revisions thereto) and submit to the *Consultant* and *Owner* any updated versions of the *Construction Schedule* on the first *Working Day* of each month in both electronic form and hard copies; and,

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.4 provide sufficient labour for the steady progress of the *Work* including overtime work if required to meet the scheduled rate of completion provided for in the *Construction Schedule*, and comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1 and/or the *Owner*'s Construction Division H & S policy (whichever discloses the higher standard) and all material times;

.5 complete the *Work* as rapidly as possible and in a manner which is consistent with good and safe practice, and do so in accordance with the *Construction Schedule*, including any revisions thereto;

.6 subject to the provisions of GC 6.5 DELAYS, provide overtime work without change to the *Contract Price* if such work is deemed necessary to meet the *Construction Schedule*; and

.7 coordinate the performance of the *Work* in a manner which mitigates and minimizes all potential disruptions to ongoing operations occurring at the *Place of the Work*."

2. Add new subparagraphs 3.4.2 to 3.4.4 as follows:

"3.4.2 Prior to the submitting the first application for payment to the *Owner* and the *Consultant* the first application for payment, the *Contractor* shall provide a revised version of the *Construction Schedule* which shall include the delivery schedule for *Products* whose delivery is critical to the schedule for 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, or if the *Contractor* has given notice of such delay to the *Owner* or the *Consultant* in accordance with this Agreement, either at the request of the *Owner* or the *Consultant*, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of a request by the *Owner* or the *Consultant* for the *Work* to be accelerated, the *Contractor* shall produce and present to the *Owner* and the *Consultant* a plan demonstrating how the *Contractor* will achieve conformity of the last accepted *Construction Schedule* or mitigate any delays."

3.4.4 The Contractor is responsible for performing the *Work* within the *Contract Time* and *Contract Price*. Any schedule submissions revised from the accepted baseline *Construction Schedule* during construction shall not be deemed to be approved extensions to the *Contract Time* or increases to the *Contract Price*. All extensions to the *Contract Time* or increases to the *Contract Price* must be made in accordance with this Agreement."

SC14 GC 3.5 SUPERVISION

1. In paragraph 3.5.1, delete the second sentence and replace with the following:

"The representative shall not be changed except for valid reasons and only with the *Owner*'s prior written consent, which consent will not be unreasonably withheld. If the *Owner* requests in writing that the representative be changed, the *Contractor* shall proceed with such change within 10 *Working Days* of the written notice."

2. Add new paragraph 3.5.3 as follows:

"3.5.3 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner,* other contractors or their employees."

SC15 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

1. Add new subparagraphs 3.6.7 to 3.6.10 as follows:

"3.6.7 Substitution of any *Subcontractor* and/or *Suppliers* after submission of the *Contractor*'s bid will not be accepted unless a valid reason is given in writing to and approved by the *Owner*, who may withhold their approval in their sole and absolute discretion. The reason for substitution must be provided to the *Owner* and to the original *Subcontractor* and/or *Supplier* and the *Subcontractor* and/or *Supplier* shall be given the opportunity to reply to the *Contractor* and *Owner*. The *Contractor* shall be fully aware of the capability of each *Subcontractor* and/or *Supplier* included in its bid, including but not limited to technical ability, financial stability and ability to maintain the proposed construction schedule.

3.6.8 The *Contractor* shall, in the case of its *Subcontractors*, be held responsible for and shall ensure that they obtain all necessary permits, fees, licenses, certification of inspections and all insurance in connection with the *Work* as may be required by the laws, ordinances, rules, regulations and codes relating to the *Work* and as may be required by this *Contract*.

3.6.9 Subcontracting by the *Contractor*, including where specifically approved by the *Owner*, shall not be construed as relieving the *Contractor* from any obligations under the *Contract*.

3.6.10 Where provided in the *Contract*, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*, and upon such assignment, the *Owner* shall have no further liability to any party for such contract."

SC16 GC 3.7 LABOUR AND PRODUCTS

1. Add new subparagraphs 3.7.4 to 3.7.8 as follows:

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"3.7.4 The *Contractor* shall use and install all manufactured materials, equipment, appliances and *Products* strictly in accordance with the manufacturer's specifications unless otherwise indicated in the *Contract Documents*."

3.7.5 The *Contractor* shall not substitute any materials, equipment or *Products* for those specified or use any method other than the installation method specified without first obtaining the prior written consent to do so. Each application for consent to use substituted material, equipment, *Product* or installation method shall be made in writing to the *Owner* and the *Consultant*, and shall:

.1 Identify the material, equipment, *Product* or method to be substituted;
.2 Identify the substitute;
.3 Provide the name of the manufacturer of the substitute and the manufacturer's address;
.4 Provide the name of the *Supplier* and their address;
.5 Provide a reason for proposing the substitute;
.6 Provide details and a description of alternatives, if applicable.

The *Contractor* shall assume responsibility to determine that the substituted material, equipment or *Product* meets the space requirements shown in the drawings and described in the specifications. The *Contractor* shall also be responsible for any additional costs incurred in connection with the installation of any such substituted material, equipment or *Product*.

3.7.6 The *Contractor* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the *Work*, including cooperation to attempt to avoid stoppages of the *Work*, trade union jurisdictional disputes and other labour disputes. Any costs arising from a labour dispute shall be at the sole expense of the *Contractor*.

3.7.7 All *Products* and materials paid for by the *Owner* are deemed to be the property of the *Owner* but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The *Contractor* is responsible for the safe on-site storage of *Products* and for their protection (including *Products* which may be supplied by the *Owner*). Such storage shall be managed to avoid endangering persons or property and shall also avoid contamination to the *Products*. The *Contractor* shall ensure that the price agreed to with a *Subcontractor* or *Supplier* includes the cost of delivery and storage of all *Products*. The *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*. Notwithstanding that ownership of the *Work* and *Products* may vest in the *Owner*, the risk of all losses or potential losses associated with the *Work* and *Products* shall remain with the *Contractor* until the *Work* and *Products* are accepted and assumed by the *Owner* as otherwise set out in the *Contract*.

3.7.8 Notwithstanding any other term in this *Contract*, fluctuations in the price and cost of *Products*, materials and labour for the *Work* shall be a risk which is solely borne by the *Contactor* and shall not form the basis for any change in the *Contract Price*."

SC17 GC 3.8 SHOP DRAWINGS

1. In subparagraph 3.8.3.1, delete the words "or will do so".

2. In subparagraph 3.8.3, add the words ", and" at the end of paragraph 3.8.3.2 and add a new sub paragraph 3.8.3.3 as follows: ".3 the *Contractor* has or will affix the *Contractor*'s stamp and the issuance date on all such *Shop Drawings*."

3. Add new subparagraphs 3.8.8 to 3.8.13 as follows:

"3.8.8 The *Contractor* shall be responsible for any additional costs incurred by the *Owner* arising from re-submission of *Shop Drawings* in excess of two submissions."

3.8.9 The review of *Shop Drawings* by the *Consultant* does not authorize a change in quantity, *Contract Price* and/or the *Contract Time*.

3.8.10 The *Contractor* shall maintain copies of all *Contract Documents* on site and red line all changes or modifications, with revised dimensions, that will serve as the basis for the preparation of as-built drawings, including for all construction trades.

3.8.11 The *Contractor* shall prepare a *Shop Drawings* schedule acceptable to the *Owner* and the *Consultant* prior to the first application for payment. A draft of the proposed *Shop Drawings* schedule shall be submitted by the *Contractor* to the *Consultant* and the *Owner* for approval. The draft *Shop Drawings* schedule shall clearly indicate the phasing of *Shop Drawings* submissions. The *Contractor* shall periodically re-submit the *Shop Drawings* schedule to correspond to any changes in the *Construction Schedule*.

3.8.12 Certain *Specifications* sections may require the *Shop Drawings* to bear the seal and signature of a professional engineer. Such professional engineers must be registered in the jurisdiction of the *Place of the Work* and shall have expertise in the area of practice reflected in the *Shop Drawings*.

3.8.13 The *Contractor* shall cause all temporary structures at the *Place of the Work* to adhere to all requirements and mandates of authorities having jurisdiction thereover, including without limitation the provision of stamped and engineered *Shop Drawings* of scaffolds to the municipality or Ministry of Labour."

SC18 GC 4.1 CASH ALLOWANCES

1. Add new paragraph 4.1.8 as follows:

   "4.1.8 The cash allowance shall not be used for anything other than its intended purpose pursuant to the *Contract Documents* unless otherwise agreed to by the *Owner* in writing."

SC19 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

1. Delete paragraph 5.1.1 in its entirety.

SC20 GC 5.2 APPLICATION FOR PAYMENT

1. Delete paragraph 5.2.2 in its entirety and replace with the following:

   "Applications for payment shall be dated the 25th day of the agreed monthly payment period and the amount claimed shall be the value which is proportionate to the amount of the *Work* performed at the last day of the agreed monthly payment period. The *Contractor* is to use the *Certificate of Payment Form* provided by the *Consultant* / *Owner*, if any."

2. Delete subparagraph 5.2.4 in its entirety and replace with the following:

   "Within ten (10) days of a written request of a *Schedule of Values* by the *Consultant*/*Owner* (as applicable), the *Contractor* shall submit to the *Consultant*/*Owner* (as applicable) a *Schedule of Values* for the parts of the *Work*, aggregating the total amount of the *Contract Price*."

3. Add new subparagraphs 5.2.9 to 5.2.10 as follows:

   "5.2.9 Any *Products* delivered to the *Place of the Work* may be included in the monthly application for payment at the sole discretion of the *Owner*, after which they shall not be removed from the *Place of the Work*."

   5.2.10 The *Contractor*'s invoice must include their H.S.T. Registration Number."

SC21 GC 5.3 PAYMENT

1. Add new subparagraphs 5.3.2 to 5.3.5 as follows:

   "5.3.2 With the second and all subsequent applications for payment, except the final payment and release of holdback applications, the *Contractor* shall submit a Statutory Declaration on CCDC Form 9A. When submitting Statutory Declaration CCDC Form 9A, the *Contractor* shall delete or shall be deemed to have deleted the words "(2) payments deferred by agreement, or" and "(3) accounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

5.3.3 Prior to submission of the first application for payment, the *Contractor* shall submit a current WSIB Clearance Certificate applicable to the scope of work under this *Contract* pursuant to the *Workplace Safety and Insurance Act* ("**WSIA**"). WSIB coverage must be maintained throughout the term of the *Contract* and any optional extensions. The *Owner* may request proof of coverage at any time during performance of the *Contract*. Failure to furnish proof of WSIB coverage shall be cause for termination at the sole discretion of the *Owner*. The *Contractor* covenants and agrees to pay when due, and to ensure that each of its *Subcontractors* pays when due, all amounts required to be paid by it or its *Subcontractors* pursuant to the WSIA and/or the *Workplace Safety and Insurance Amendment Act, 2008* ("**WSIAA**").

5.3.4 If the *Contractor* or any of its *Subcontractors* fail to pay when due all amounts required to be paid by it or its *Subcontractors* pursuant to the WSIA and/or the WSIAA, the *Owner* shall have the right, in addition to and not in substitution of any other right it may have pursuant to the *Contract* or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA which was unpaid by the *Contractor* or its *Subcontractors* and to deduct such amount from any amount otherwise due to the *Contractor* together with all costs incurred by the *Owner* in connection therewith.

5.3.5 With each application for payment, the *Contractor* shall submit a WSIB Clearance Certificate or its Provincial equivalent."

SC22 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT HOLDBACK

1. Delete subparagraph 5.4.2 in its entirety.

2. Add new subparagraphs 5.4.7 to 5.4.9 as follows:

"5.4.7 The *Contractor* shall submit, with the application for *Substantial Performance of the Work*, all guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, operational manuals, *As-Built Drawings*, and specifications, spare parts, maintenance materials and any 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, governmental and utility authorities having jurisdiction.

Failure to submit all the foregoing materials and documentation in conformance with the *Contract Documents* shall be grounds for the *Consultant* to reject the *Contractor*'s application for *Substantial Performance of the Work*.

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5.4.8 Immediately following the issuance of a certificate of substantial performance for the *Work* or any designated portion thereof, the *Contractor* shall immediately publish a copy of the certificate of substantial performance in a construction trade newspaper in accordance with the *Act*. The construction trade newspaper shall be subject to approval by the *Owner*. Upon publication, the *Contractor* shall provide to the *Consultant* and the *Owner* a copy of the certificate of publication from the construction trade newspaper.

5.4.9 Before applying for *Substantial Performance of the Work*, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner,* other contractors or their employees, or ongoing work and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner.* The *Contractor* shall remove products, tools, equipment*,* and *Temporary Work* not required for the performance of the remaining work."

SC23 GC 5.5 FINAL PAYMENT

1. Delete paragraph 5.5.1 in its entirety and replace with the following:

   "When the *Contractor* has achieved completion of the *Work*, the *Contractor* shall submit an application for final payment. The *Contractor* must, when applying for final payment, provide the *Consultant*/*Owner* (as applicable) with:

   (a) a *Schedule of Values* which is current as of the date of submission of the application;
   (b) a CCDC Form 9A statutory declaration in the form, amended as required by this *Contract*;
   (c) proof of the insurance required by the *Contract*;
   (d) a WSIB clearance certificate or its provincial equivalent; and
   (e) evidence satisfactory to the *Consultant* and the *Owner* that there are no liens registered against or otherwise claimed in respect of the *Work*."

2. In paragraph 5.5.4, delete the words "5 calendar days" and replace with "20 calendar days".

3. Add new paragraph 5.5.5 as follows:

   "5.5.5 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, equipment*, Temporary Work,* and waste products and debris, other than those resulting from the work of the *Owner,* other contractors, or their employees."

SC24 GC 5.8 WITHHOLDING OF PAYMENT FOR THE WORK

1. Add new General Condition 5.8 as follows:

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"5.8.1 In the event that a construction lien claim arising out of or attributable to the *Work*, *Products*, or *Equipment* is registered or claimed against the *Place of the Work*, the *Contractor* agrees at its sole expense to promptly cause such lien and any certificate of action related thereto to be discharged, or vacated from title to the *Place of the Work* by order of a Court of competent jurisdiction. If the *Contractor* fails to do so within a reasonable time which shall not exceed eight (8) *Working Days*, the *Owner* may, at its sole discretion and at the *Contractor*'s sole expense, take such actions and make such payments as may be necessary to cause such lien and any certificate of action to be vacated or discharged and the *Owner* may deduct from the next succeeding applications for payment all amounts so paid. The *Contractor* agrees that, in addition to bringing a motion to vacate the lien or making a direct payment to a lien claimant, the *Owner* may also bring a motion for a positive injunction and an order compelling the *Contractor* to vacate the lien. Except for liens which arise as a result of the *Owner's* failure to make payments when due, the *Contractor* acknowledges and hereby irrevocably agrees that any lien claims made in respect of the *Work*, *Products*, or *Equipment* supplied to the *Place of the Work* shall cause irreparable harm to the *Owner* and agrees that such harm shall be a just cause for bringing a motion for a mandatory injunction. The *Contractor* shall indemnify, defend and hold harmless the *Owner* from all claims, causes of action, suits, losses, damages, costs and expenses arising out of or in connection with any such lien.

5.8.2 Notwithstanding any other term in the *Contract*, the *Consultant* or the *Owner* may decline to approve any payment or application for payment and may withhold any certificate for payment, including a certificate for payment of holdback or a final certificate for payment, in whole or in part, to the extent necessary to protect the *Owner* and the *Owner* may withhold such funds as may be necessary to offset any previous payment made to the *Contractor* or to protect the *Owner* from loss because of:

1. evidence of the *Contractor*'s failure to make payments to *Subcontractors* or *Suppliers*;
2. damage to work of other contractors;
3. claims by third parties arising out of the *Contract*;
4. the *Contractor*'s failure to obtain a discharge of or to vacate liens in accordance the terms of the *Contract*;
5. *Work* that is defective or is not in conformance with the *Contract Documents* and has not been remedied in accordance with the requirements of the *Contract*;
6. the *Owner* determining that the *Contractor* is not reasonably progressing toward *Substantial Performance of the Work* in accordance with the *Construction Schedule*; and
7. The *Contractor*'s failure to comply with any material provision of the *Contract*.

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5.8.3 When the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to the provisions of the *Contract*, the *Owner* shall be entitled after ten (10) *Working Days* written notice to the *Contractor* to apply such portion of the *Contract Price* withheld towards the costs of any required remedial work, or for damages or losses arising under the *Contract*."

SC25 GC 6.2 CHANGE ORDER

1. In paragraph 6.2.1, add the following words to the end of the paragraph: "The *Contract Price*, including authorized adjustments thereto strictly in accordance with Part 6 of the *Contract*, is the total amount payable by the *Owner* to the *Contractor* for the performance of the *Work*, including all risks, hazards and difficulties therewith assumed by the *Contractor* under the *Contract* and the only permitted changes hereunder shall be as a direct result of a request from the *Owner* directing a change to either the quantity or quality of the services or materials in the *Work*."

2. In the third line of paragraph 6.2.1, add the words "in accordance with paragraph 6.2.3" immediately after the words "*Contract Price*, if any,".

3. Add new paragraph 6.2.3 to 6.2.5 as follows:

"6.2.3 Any adjustment to the *Contract Price* required as a result of a *Change Order* shall be determined by one of the following methods as agreed to by the *Contractor* and the *Owner*:

.1 A lump sum (excluding *Value Added Taxes*) in an amount agreed between the *Contractor* and the *Owner* based on an estimate of the actual net increase or decrease in costs of the *Work* resulting from the *Change Order* together with *Allowable Mark-Ups for Changes*. In the event of a net decrease in the costs of the *Work* as a result of *Change Order*, there shall be no deduction for the *Contractor*'s overhead and profit. Such estimate shall be prepared by the *Contractor* and reviewed by the *Consultant*/*Owner* and shall be substantiated by an itemized cost breakdown which shall be satisfactory to the *Consultant*/*Owner* and identify the *Allowable Mark-Ups for Changes*; or

.2 The actual net increase or decrease in costs to the *Contractor* resulting from the *Change Order* together with, in the case of an increase in net costs, *Allowable Mark-Ups for Changes*. In the event of a net decrease in the costs of *Work* as a result of a *Change Order*, there shall be no deduction for the *Contractor*'s overhead and profit. The net actual increase or decrease in costs shall be substantiated by actual invoices.

The *Contractor* shall prepare and submit to the *Consultant*/*Owner* (as applicable) proposed pricing for any proposed change in the *Work* in an acceptable form (together with full back up or a detailed cost breakdown) within fifteen (15) *Working Days* after notice of the proposed change is given to the *Contractor* by the *Owner* pursuant to paragraph 6.2.1.

6.2.4 The actual net cost increase or decrease attributable to a *Change Order* shall be determined based on the reimbursable costs identified in paragraph 6.2.3 but shall exclude the *Overhead* and profit. The *Contractor* acknowledges that *Overhead* shall not be reimbursable costs under paragraph 6.2.3 and shall be included in the *Allowable Mark-Ups for Changes*.

6.2.5 A *Change Order* shall be a final determination of or adjustment to the *Contract Time* and *Contract Price*. There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever (including, without limitation, claims for loss of productivity) based on the aggregate number, scope or value of changes in the *Work*. For greater clarity, the *Contractor* agrees to waive any and all claims related to delays or impacts on productivity based on the aggregate number, scope, or value of changes in the *Work*."

SC26 GC 6.3 CHANGE DIRECTIVE

1. In subparagraph 6.3.6.1, delete the words "the *Contractor*'s percentage fee on such net increase" and replace with the words "*Allowable Mark-Ups for Changes*".

2. In subparagraph 6.3.6.2, delete the words ", without adjustment for the *Contractor*'s percentage fee".

3. In subparagraph 6.3.6.3:

   a. delete the words "as specified in the *Contract Documents*" increase" and replace with the words "the *Allowable Mark-Ups for Changes*"; and

   b. add the words "in writing" immediately after the word "parties".

4. Delete subparagraph 6.3.7 in its entirety.

5. In subparagraph 6.3.8, delete the words "of any item under any cost element referred to in paragraph 6.3.7" and replace with the words "of the *Work* as specified in paragraph 6.3.6".

SC27 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. In paragraph 6.4.2, delete the word "finding" and replace with the words "recommendation which shall not be binding on the *Owner*".

2. Add new paragraph 6.4.5 and 6.4.6 as follows:

   "6.4.5 The *Contractor* acknowledges and declares its understanding and awareness that any information contained in the *Contract Documents* furnished by the *Owner* is approximate, represents an attempt to provide the best information, and is not in any manner guaranteed by the *Owner*. The *Contractor* shall carry out its own investigations and satisfy itself and the *Consultant* as to the accuracy of the information furnished by the *Owner*."

SC28 GC 6.5 DELAYS

1. Delete paragraph 6.5.1 and replace with the following:

   "6.5.1 Notwithstanding the cause of any delay or hindrance, the *Contractor* shall not be entitled to reimbursement of any losses, costs or damages of any kind with respect to *Force Majeure Events*, delays or hindrances during performance of the *Work*, or any claim for loss of productivity or other impact claims, or for any costs or losses incurred as a result of being required to accelerate the *Work* or perform the work out of sequence."

2. In paragraph 6.5.2, delete the last sentence.

3. In paragraph 6.5.3.1:

   a. in the first line of the paragraph, add the words "(other than labour disputes resulting from the act or omission of the *Contractor*)" immediately after the words "labour disputes";
   b. in the first line of the paragraph, delete the words "lock-outs (including";
   c. at the end of the paragraph, delete the closing bracket.

4. In paragraph 6.5.3.2, add the words "(other than fire caused by the acts or omissions of the *Contractor*)" immediately after the word "fire".

5. In paragraph 6.5.3.4, add the words "other than lack of financial resources" immediately after the words "*Contractor*'s control".

6. Add new paragraphs 6.5.6 to 6.5.9 as follows:

   "6.5.6 For the purpose of paragraph 6.5.3.3, the term "abnormally adverse weather conditions" shall apply only where one of the following conditions has been demonstrated to the satisfaction of the *Consultant*:

   .1 Rainfall exceeds 25 mm in 24 hours.
   .2 Snowfall exceeds 25 cm in 24 hours.
   .3 Ambient outside air temperature exceeds 30 °C for more than two hours.
   .4 Ambient outside air temperature is below -25 °C for more than two hours.
   .5 When the wind speed is 50km/h or more but only on days where the performance of the Work requires crane operation.

   In the case of .1 and .2, the majority of the rainfall or snowfall either must have occurred during normal working hours as specified in the *Contract Documents* or must have commenced within three hours of the start of normal working hours.

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6.5.7 Where the *Contractor* claims that a delay has occurred due to abnormally adverse weather conditions, the *Contractor* shall, on the date such delay has occurred, inform the *Consultant* of their intent to claim for such delay and indicate which work activities have been delayed. The *Contractor* shall submit to the *Consultant* their final claim for such delay within five (5) *Working Days* of the occurrence, complete with full supporting documentation from Environment Canada indicating what weather event caused the delay and the hours during which the event occurred.

6.5.8 An extension to the *Contract Time* due to abnormally adverse weather conditions will only be granted if the work activity that has been delayed is part of the *Work*'s critical path according to the latest accepted schedule revision at the time of such weather event. The extension of the *Contract Time* shall be limited to the duration of the weather event.

6.5.9 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, there shall be no extension of the *Contract Time* and the *Contractor* shall bear all costs of additional labour required to maintain the *Construction Schedule* and *Contract Time*. The *Contractor* acknowledges that the *Contract Time* is of the essence and is a material term of the *Contract*. 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,

.1 the cost of all additional services required by the *Owner* from the *Consultant* or any project managers, or others employed or engaged by the *Owner*; and

.2 all costs and expenses related to the relocation of students and staff members, including the rental or leasing related costs of alternative space for students and staff.

The *Owner* reserves the right to set-off these costs against payment to the *Contractor* or call on any bond, surety or security posted in respect of these costs.

SC29 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

1. Add the following words to the end of paragraph 6.6.1: "within five (5) *Working Days* of the time the *Contractor* becomes aware of circumstances or events giving rise to an increase in the *Contract Price*, failing which the *Contractor* waives entitlement to any increase in the *Contract Price*".

2. Delete paragraph 6.6.3 in its entirety and replace with the following:

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"6.6.3 If the *Contractor* intends to make a claim for an increase to the *Contract Price* for any reason, the *Contractor* shall provide *Notice in Writing* to the *Owner* and to the *Consultant* of any claim for an increase in the *Contract Price* advising of its intent to make such a claim and outlining all circumstances giving rise to such a claim within five (5) *Working Days* of the events giving rise to such claim. Failure to provide such notice shall disentitle the *Contractor* from claiming such increase in the *Contract Price* and the *Contractor* shall be deemed to have waived any such claim."

SC30 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

1. In paragraph 7.1.1, add the words "or becomes bankrupt, insolvent, or takes the benefit of any other legislation for the protection from creditors or of bankrupt or insolvent debtors," immediately after the word "insolvency" in the second line of the paragraph.

2. In paragraph 7.1.2, delete the words "and if the *Consultant* has given a written statement to the *Owner* and the *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree".

3. Delete paragraph 7.1.3.2 in its entirety and replace with the following:

   ".2 provides the *Owner* with a schedule for such correction which shall be acceptable to the *Owner* in its sole and absolute discretion and shall contain information specifying:

   i. how the correction of the default will impact the critical path of construction;
   ii. what *Work* is being accelerated to mitigate or minimize the impact of the correction of the default on the critical path of construction;
   iii. the total number of days needed for the correction of the default;
   iiii. the total number of days of delay associated with the correction of the default,

   and,"

4. Add new paragraph 7.1.5.5 as follows:

   ".5 Give notice to all *Suppliers* and *Subcontractors* under *Subcontracts* that have been assigned to the *Owner*, or its designate, that the *Owner* is exercising its right to assume all of the rights and to perform all of the obligations, from the date of the assumption, of the *Contractor* under such *Subcontracts* and directing the *Subcontractors* and *Suppliers* to disregard any notices or instructions from the *Contractor* after the date of such notice from the *Owner*. Notwithstanding the foregoing, the *Owner* shall not be liable, and the *Contractor* shall remain liable for any payments to the *Suppliers* and/or *Subcontractors* up to the date of such notice from the *Owner*."

5. Add new paragraph 7.1.7 as follows:

"7.1.7 The *Owner* reserves the right to stop any work creating undue noise or that otherwise disrupts the *Owner*'s use or the carrying out of *Owner*'s responsibilities. Any such work will have to be carried out at a time mutually agreeable to the *Owner* and the *Contractor* at no additional cost to the *Owner*."

SC31 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. Delete paragraph 7.2.3.1 in its entirety.

2. In paragraph 7.2.3.4, delete the words "except for GC 5.1- FINANCING INFORMATION REQUIRED OF THE OWNER,".

3. In paragraph 7.2.5, add the word "direct" immediately" after the word "other".

4. Add new paragraph 7.2.6 as follows:

"7.2.6 The withholding of any certificate for payment or of any progress, holdback or final payments as a result of the *Contractor*'s failure to pay a *Subcontractor* or *Supplier* to protect the *Owner*'s interests in the event of the registration of a lien or receipt of notice of a lien, or otherwise pursuant to the terms of this *Contract*, shall not constitute a default under GC 7.2.3 permitting the *Contractor* to claim that the *Owner* is in default of the *Owner*'s contractual obligations. For greater clarity, the withholding of monies as per the *Contract* terms and conditions shall not constitute a default under GC 7.2.3."

SC32 GC 8.1 AUTHORITY OF THE CONSULTANT

1. In the third line of paragraph 8.1.1, delete the word "findings" and replace with the words "the recommendation which shall not be binding on the *Owner*".

2. In the second line of paragraph 8.1.2, delete the words "a finding" and replace with the words "a recommendation which shall not be binding on the *Owner*".

SC33 GC 8.3 NEGOTIATION, MEDITATION AND ARBITRATION

1. Delete paragraphs 8.3.6, 8.3.7, and 8.3.8 in their entirety and replace with the following:

"8.3.6 By giving a *Notice in Writing* to the *Contracto*r and the *Consultant*, within ten (10) *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, the *Owner* may in its sole discretion, refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*."

SC34 GC 9.1 PROTECTION OF WORK AND PROPERTY

1. In paragraph 9.1.3, add the following words at the end of the paragraph: "or for paying the cost for another contractor to make good such damage if the *Contractor* fails to do so or the *Owner* elects to use another contractor, at its discretion".

2. Add new paragraphs 9.1.5 and 9.1.6 as follows:

   "9.1.5 The *Contractor* shall not undertake to repair and/or replace any damage whatsoever to adjoining property or provide any third parties with any acknowledgement that the same occurred without first consulting the *Owner* and receiving written instructions as to the course of action to be followed. Where the damage to third party property was caused by the *Contractor*, its subcontractors, or those for whom the *Contractor* is responsible at law, the *Contractor* shall (after receiving instruction from the *Owner*) deal directly with the owner of the damaged third-party property and repair same at the *Contractor*'s sole cost and expense.

   9.1.6 Notwithstanding paragraph 9.1.5, where there is danger to life or property, the *Contractor* may take such emergency action as is necessary to remove the danger and shall indemnify and hold harmless the *Owner* and the *Consultant*, their respective partners, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties (the "**Claims**") that arise out of, or are attributable to such action, except to the extent that such actions were reasonable in the circumstances and except where such Claims do not arise from the negligence of the *Contractor*."

SC35 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1. Delete paragraph 9.2.2 in its entirety and replace with the following:

   "In order to determine whether any toxic or hazardous substances or materials are present at the *Place of the Work*, the *Owner* retained an environmental consultant to conduct an environmental review of the *Place of the Work* and prepare a report of the results of such review. Such report, a copy of which is in the tender documents, is hereinafter referred to as the 'Environmental Report'."

2. In paragraph 9.2.3, add the following words to the end of the paragraph: "The *Contractor* shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials at the *Place of the Work* that are disclosed by the *Owner* pursuant to the Environmental Report or otherwise become known to exist on or after the date of commencement of the *Work*".

3. Delete paragraph 9.2.4 in its entirety and replace with the following:

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"9.2.4 The *Contractor* shall be responsible for taking all necessary steps, in accordance with applicable legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials, including mould, which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*, as disclosed by the *Owner* pursuant to the Environmental Report, or which are brought onto or permitted to be brought onto the site by the *Contractor* and/or anyone for whom it is responsible on or after the date the *Contractor* commenced the *Work*, the cost of such *Work* being included in the *Contract Price*. For the purposes of this *Contract*, the *Contractor* shall not be liable for the following toxic or hazardous substances (the "**Excluded Substances**") that:

(a) were at the *Place of the Work* prior to the date that the *Contractor* commenced the *Work*, but which were not disclosed by the *Owner* pursuant to the Environmental Report;

(b) were at the *Place of the Work* prior to the date that the *Contractor* commenced the *Work* and were disclosed by the *Owner* pursuant to the Environmental Report but which are of a type or category that was not properly identified or categorized in the Environmental Report;

(c) were at the *Place of the Work* prior to the date that the *Contractor* commenced the *Work* and were disclosed by the *Owner* pursuant to the Environmental Report but which are in amounts or concentrations in excess of the amounts or concentrations specified in the Environmental Report or no amount or concentration was so specified for such substances in the Environmental Report; or

(d) are present at the *Place of the Work* as a result of the willful acts or negligence of the *Owner* or any persons for whom it is responsible in law.

If pursuant to a *Change Order* or *Change Directive* the *Owner* requires the *Contractor* to dispose of, store or otherwise render harmless any Excluded Substances, the *Contract Price* and *Contract Time* shall be adjusted accordingly."

4. In the third and fourth lines of paragraph 9.2.5.2, delete the words "which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4".

5. Delete paragraph 9.2.8 in its entirety and replace it with the following:

"The *Contractor* shall indemnify and save harmless the *Owner* (including its affiliates), the *Consultant* and their respective partners, officers, directors, agents and employees, its agents and employees, from and against claims, demands, losses, costs, expenses, damages, actions, suits or proceedings (including any claims resulting from bodily injury, death, and damage to property of any person) arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials at the *Place of the Work* as a result of (i) acts or negligence of the *Contractor*, its *Subcontractors* or *Suppliers* or any persons for whom they are respectively responsible in law or (ii) any default by the *Contractor* in the performance of the *Work* or any of its other obligations under the *Contract*.

The *Contractor* shall leave the *Place of the Work* clean and in full compliance with the requirements of all laws, regulations, guidelines, directives and by-laws, including without limitation, any environmental protection legislation in force at the *Place of the Work* or such other applicable provincial or federal legislation, and all guidelines issued thereunder. The foregoing obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph."

SC36 GC 9.4 CONSTRUCTION SAFETY

1. Delete paragraphs 9.4.4 and 9.4.5 in its entirety and replace them with the following:

"9.4.4(a) Without in any way limiting the generality of any other provision of this *Contract*, the *Contractor* shall assume and be solely responsible for compliance with all aspects of the health and safety laws, regulations, and policies (including, without limitation, *OHSA*) applicable to the *Work* in the Province in which the *Work* is undertaken, including, without limitation, fulfilling and performing all of the responsibilities, duties and obligations of a "Constructor" under *OHSA* or its provincial equivalent, for the *Project*.

The *Contractor* shall initiate, maintain, and supervise all safety precautions and programs in connection with the *Project*. Prior to the commencement of the *Work*, the *Contractor* shall obtain the written confirmation from the Ministry of Labour in the requisite Provincial jurisdiction that the *Contractor* is "Constructor" in relation to the *Project* for the duration of and in relation to the *Work* and the *Contractor* shall, where necessary, file a Notice of Project with such Ministry of Labour designating itself as "Constructor". The *Contractor* shall indemnify and hold harmless the *Owner* from any liability for claims, damages or penalties, including legal fees and disbursements to defend any offences, arising from the *Contractor*'s failure to fulfill the obligations under this paragraph, including failure to comply with the obligations of the "Constructor" in accordance with applicable legislation. Without prejudice to any other right or remedy which may be available to the *Owner*, failure of the *Contractor* or any of its *Subcontractors* or *Suppliers* to fulfill any of the responsibilities described in this paragraph may result in immediate suspension of the *Work* by the *Owner* or termination of the *Contract* by the *Owner*. Furthermore the *Owner* may set-off against any amounts due to the *Contractor* any amount for which the *Owner* becomes liable as a result of the breach by the *Contractor* of this provision or as a result of any fines or penalties levied under *OHSA* or any other relevant Provincial health and safety legislation in force in the Province in which the *Work* is undertaken. The *Contractor* hereby represents and warrants to the *Owner* that appropriate health and safety instruction and training is or shall be provided to the *Contractor*'s employees, *Subcontractors* and *Suppliers* (to the extent same shall have access to the *Place of the Work*) before the *Work* is commenced and agrees to provide to the *Owner*, if requested, proof of such instruction and training.

(b) The *Contractor* and its *Subcontractors* will be responsible for the health and safety of their workers in accordance with all applicable federal, provincial and municipal laws, regulations and codes relating thereto including without limitation the *OHSA* or its Provincial equivalent applicable to the *Work* in the Province in which the *Work* is undertaken.

(c) The *Contractor* shall comply and shall cause its *Subcontractors* to comply with all federal, provincial and municipal laws, regulations and codes concerning construction safety, building by-laws and occupational health and safety applicable to the *Work* and safety standards and rules established during the progress of the *Work*.

(d) The *Contractor* shall furnish a copy of its company safety plan to the *Owner* within ten (10) *Working Days* of execution of the *Contract* and prior to commencement of the *Work*."

SC37 GC 9.5 MOULD

1. Delete the first two lines in paragraph 9.5.3 and replace them with the following:

   "If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall, at its sole option retain another contractor or retain the *Contractor* to take all necessary steps to safely remediate and dispose of the mould, and shall at the *Owner*'s expense:"

2. Delete paragraph 9.5.4 in its entirety and replace it with the following:

   "Should the *Owner* retain the *Contractor* for the purposes of taking all necessary steps to safely remediate and dispose of any Mould, the *Contractor* shall adhere to the CCA82 2004 Mould Guideline for the Canadian Construction Industry. The provisions of GC 9.2 shall apply, and Mould shall be defined as a Hazardous Substance for the purposes of this *Contract*."

SC38 GC 10.4 WORKERS' COMPENSATION

1. In the second line of paragraph 10.4.1, add the words ", and with each application for payment," immediately after the word "payment".

SC39 GC 11. INSURANCE

1. Delete Part 11 – INSURANCE and replace with the following:

   "11.1.1 The Contractor covenants and agrees that, from the date of commencement of the *Work* and during any part of the period that the *Contractor* is performing work at the *Project* until the *Total Performance*, and at any time thereafter during reconstruction, alteration, or rehabilitation as determined by the *Owner* in its sole and absolute discretion, the *Contractor* shall purchase, provide and maintain, or cause to be purchased, provided and maintained, to the satisfaction of *Owner* and at *Contractor*'s expense, insurance complying with the following requirements.

The *Contractor* shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance policies required to be provided by the *Contractor* under this *Contract* will be primary over any insurance or self-insurance program carried by the *Owner* and shall not call into contribution any insurance available to the *Owner*.

.1 Commercial General Liability Insurance:

The *Contractor* shall purchase, provide and maintain, or cause to be purchased, provided and maintained, at its sole expense, Commercial General Liability insurance covering the *Contractor* and all *Subcontractors* of any tier engaged in the *Project* against claims for bodily injury (including death), operations liability, contractual liability, personal injury and property damage arising out of all construction operations pertaining to the premises or arising out of the control or use of the premises by the *Contractor*.

The policy limit shall be no less than Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate and will specifically state by its wording or endorsement that:

(i) The *Owner*, its trustees, directors, officers, employees, servants and agents, and the *Consultant* are included as additional insured under the policy with respect to operations and obligations of the *Contractor* as outlined in this *Contract*. Furthermore, the *Contractor* will ensure all *Subcontractors* provide and maintain a policy limit of not less than Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate that includes the *Contractor*, *Consultant* and *Owner* as an additional insured;

(ii) The policy includes contractual liability, Non-Owned Automobile Liability, products and completed operations of no less than two (2) years, and contingent employer's liability;

(iii) The policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named as additional insured in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and

(iv) The policy contains a waiver of subrogation right which the insurers may have against the *Owner*, its trustees, directors, officers, employees, servants and agents, the *Consultant*, and any other parties named as additional insured at the direction of the *Owner*.

Upon *Substantial Performance of the Work*, the *Contractor* will provide to the *Owner* proof of commercial general liability insurance coverage, including coverage for products and completed operations hazards, on an annual basis for a further six (6) years. Such coverage to include the interest of the *Owner* as additional insured with respect to the *Work*.

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.2 Installation Floater

The Contractor shall, from the date of commencement of the Work until the completion date, and during any part of the access period that the Contractor is performing work at the premises, purchase, provide and maintain, or cause to be purchased, provided and maintained, at its own expense, an Installation Floater policy insuring not less than the sum of the amount of the Contract Price. The coverage shall be maintained continuously until ten (10) days after the date of the final certificate for payment. The policy shall contain no exclusion for loss or damage caused by the perils of flood or earth movement, including earthquake and will include a waiver of subrogation in favour of Owner, its trustees, directors, officers, employees, servants, agents, and the Consultant.

.3 Builders Risk/Course of Construction Property Insurance:

The *Contractor* shall, from the date of commencement of the *Work* until the *Total Performance* and during any part of the period that *Contractor* is performing work at the *Project*, purchase, provide and maintain, or cause to be purchased, provided and maintained, at its expense, all risk course of construction (builders risk) inclusive of broad form comprehensive boiler and machinery (equipment breakdown) insurance. Such coverage shall be in the name of the *Contractor* and will include the *Owner* as a named insured in an amount not less than the full replacement cost value of the *Project*. The policy shall contain no exclusion for loss or damage caused by the perils of flood or earth movement, including earthquake. The policy shall provide replacement cost coverage on all property including that used in or pertaining to site preparation, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured project while on site, off site or in transit. The policy shall be extended to cover soft costs, delayed rents/delay in start-up (24 months minimum), interest, advertising costs and rental commissions when the loss is caused by an insured risk. Such policy shall include a waiver by the insurer of any rights of subrogation against the *Owner*, its trustees, directors, officers, employees, servants, agents, and the *Consultant*.

.4 Equipment Liability Insurance:

The *Contractor*, at no cost to the *Owner*, shall ensure that the *Contractor* and all *Subcontractors* purchase, provide and maintain "All Risks" contractors' equipment insurance covering construction machinery and equipment used by the *Contractor* and all *Subcontractors* for the performance of the *Work*. Such policy shall include a waiver by the insurer of any rights of subrogation against the *Owner*, its trustees, directors, officers, employees, servants, agents, and the *Consultant*.

.5 Automobile Liability Insurance:

The *Contractor*, at no cost to the *Owner*, shall ensure that the *Contractor* and all *Subcontractors* purchase, provide and maintain automobile liability insurance covering all vehicles owned or leased by the *Contractor* and all *Subcontractors* for bodily injury, including death, and damage to property with limits of not less than Ten Million Dollars ($10,000,000).

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.6 Contractors Pollution Liability:
The *Contractor* shall purchase, provide and maintain or cause to be purchased, provided and maintained, at no cost to *Owner*, contractors' pollution liability insurance covering the *Contractor* and all *Subcontractors* with a minimum limit of liability in the amount of Two Million Dollars ($2,000,000) per claim and in the aggregate. Such policy shall have an extended reporting period being a minimum of 36 months from *Total Performance*.

.7 Unmanned Aerial Vehicles/Drones:
If the *Owner* determines in its sole and absolute discretion that this following coverage is required and necessary, the *Contractor* shall purchase, provide and maintain or cause to be purchased, provided and maintained, at no cost to *Owner*, UAV/Drone Liability coverage covering the *Contractor* and all *Subcontractors* of any tier engaged in use of UAVs/Drones as part of the *Work* with a minimum limit of liability in the amount of Two Million Dollars ($2,000,000) per claim and in the aggregate. The *Owner* shall provide the *Contractor* with *Notice in Writing* should the *Owner* require the *Contractor* to acquire the insurance coverage specified in this paragraph.

.8 WSIB Insurance:
The *Contractor* shall purchase, provide and maintain or cause to be purchased, provided and maintained, at no cost to *Owner*, WSIB Insurance covering the *Contractor* and Subcontractors in accordance paragraph 5.3.2.1 herein but in any event no less than Province of Ontario minimum requirements. The *Contractor* and *Subcontractors* shall provide *Owner* with certificates evidencing that such insurance is in full force and effect.

.9 Other Insurance against Risks:
The *Contractor* and all *Subcontractors* shall purchase, provide and maintain or cause to be purchased, provided and maintained, at no cost to *Owner*, any other insurance against such risks and in such amounts as the *Owner* may from time to time reasonably require upon not less than thirty (30) days written notice to *Contractor*, provided that such insurance may be required only for such risks and in such amount as is customarily obtained by prudent owners of comparable facilities, acting reasonably.

.10 Coverage:
All policies of insurance shall specifically provide coverage whether or not the *Project* is partially completed or occupied for any purpose. No policy of insurance shall be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the *Owner* at least thirty (30) days before the effective date thereof.

11.1.2 Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may, at its sole discretion, reduce the amount of insurance required or waive the course of construction insurance requirement.

11.1.3 All required insurance policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.

11.1.4 The *Owner* will have the right, but not the obligation, to prohibit the *Contractor* or any *Subcontractor* from entering the *Place of the Work* until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and confirmed by the *Owner*. Failure of the *Owner* to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the *Owner* to identify a deficiency from evidence provided will not be construed as a waiver of the *Contractor*'s obligation to maintain such insurance.

11.1.5 By requiring insurance, the *Owner* does not represent that coverage and limits will necessarily be adequate to protect the *Contractor*. Insurance effected or procured by the *Owner* or the *Contractor* will not reduce or limit the *Contractor*'s contractual obligation to indemnify and defend the *Owner* for claims or suits which result from or are connected with the performance of the *Contract*.

11.1.6 Other Insurance Requirements: To the extent that any applicable law, the nature of the *Contractor*'s business or any other factor require the *Contractor* to maintain any particular type of insurance (in addition to the insurance expressly required by this *Contract*) with respect to the *Place of the Work* or any contents thereof, the *Contractor* shall comply with all such requirements at its sole expense.

11.1.7 Proof of Insurance: Prior to commencing the *Work*, and from time to time upon written request by the *Owner* as the *Work* progresses or as otherwise required by this *Contract*, the *Contractor* shall submit to the *Owner* certificates of insurance or other proof of the insurance coverage from an independent insurance consultant, acceptable to the *Owner*, confirming that the *Contractor*'s and *Subcontractor*'s insurance coverage is in conformity with the requirements of this *Contract*, together with copies of the relevant portion or portions of each insurance policy incorporating the terms and paragraphs referred to above. Neither the *Contractor* nor any of its *Subcontractors* shall be entitled to commence work until all necessary proofs of insurance have been furnished. Failure to furnish proof may be cause for termination at the sole discretion of the *Owner*.

11.1.8 The *Owner*'s right to waive/amend insurance requirements: The *Owner* and *Contractor* acknowledge and agree that the *Project* may not require all insurance policies and coverages listed herein. The *Owner* shall have the right to determine, in its sole discretion, whether and to what extent certain insurance policies, coverages, and limits listed herein are required for the *Project*. The *Owner* shall have the right, but not the obligation, to waive or amend such requirements depending upon the nature and scope of the *Work*."

SC40 GC 11.2 BONDS

1. Add new General Condition 11.2 as follows:

"11.2.1 The *Contractor* shall, at least seven (7) days prior to commencement of the *Work* and throughout performance of the *Work*, provide to the *Owner* the following surety bonds unless otherwise directed by the *Owner* in writing:

.1 a labour and material payment bond having a value amounting to at least 50% of the *Contract Price* including the value of cash allowances and all increases to the *Contract Price* pursuant to GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE; and

.2 a performance bond of at least 50% of the *Contract Price* including the value of cash allowances and all increases to the *Contract Price* pursuant to GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be maintained in good standing until completion of the *Contract*, including the warranty period. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

11.2.3 The *Contractor* acknowledges and agrees that the cost of such bonds shall be included in the *Contract Price*.

11.2.4 The *Contractor* acknowledges and agrees that a failure to provide a surety bond in a timely manner in accordance with this section may result in an immediate suspension or termination of the *Contractor* with no additional compensation payable to the *Contractor*.

11.2.5 The *Owner* may, at its sole discretion, waive the requirement for a surety bond(s) under this section.

11.2.6 At all material times, the *Contractor* shall maintain bonds with the minimum values as specified in subparagraph 11.2.1."

SC41 GC 12.1 READY-FOR-TAKEOVER

1. In subparagraph 12.1.2, delete the words "must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so," and replace them with the words "are not met, the *Owner*, at its sole discretion, may defer any of them and".

2. At the beginning of subparagraph 12.1.3, add the following words: "Commencing no later than four (4) months before the scheduled *Ready-for-Takeover*, the *Contractor* shall report the *Owner* and the *Consultant* the status of each of the pre-requisites under paragraph 12.1.1 at each site meeting, which shall be recorded in the minutes of meetings."

3. At the end of subparagraph 12.1.5, add the following words: ", which shall be no later than sixty (60) days after *Ready-for-Takeover* is achieved."

4. Delete paragraph 12.1.6 in its entirety.

SC42 GC 12.2 EARLY OCCUPANCY BY THE OWNER

1. In subparagraph 12.2.1, delete the words "as agreed by the Contractor which agreement shall not be unreasonably withheld" and replace with the words "with prior approval by authorities having jurisdiction".

2. Delete subparagraph 12.2.3.3 in its entirety.

3. Add new subparagraphs 12.2.5 as follows:

"12.2.5 Occupancy of part of the *Work* by the *Owner* prior to *Ready-for-Takeover* shall not alter or otherwise reduce the *Contractor*'s warranty obligations as specified in GC 12.3 – WARRANTY. The *Contractor* shall not be liable for and shall not be required to repair normal wear and tear in any part of the *Work* which is occupied prior to *Ready-for-Takeover*."

SC43 GC 12.3 WARRANTY

1. In subparagraph 12.3.2, delete the words "to the extent that the design and *Contract Documents* permit such performance".

2. Delete subparagraph 12.3.6 in its entirety and replace with the following:

"12.3.6 The *Contractor* shall obtain all available manufacturer's guarantees and warranties for *Products* where said guarantees and warranties have a warranty period in excess of one year, and the *Contractor* shall do so on behalf of the *Owner*. These *Product* warranties shall be issued by the manufacturer(s) for the benefit of the *Owner* and shall be enforceable by the *Owner*. The *Contractor* shall provide fully and properly completed and signed copies of all warranties and guarantees which shall contain:

.1 the name of the *Owner* as specified in this *Contract*;
.2 the name and address of the *Project* as specified in this *Contract*;
.3 the date the warranty commences, which shall be at the date of *Ready-for-Takeover* unless otherwise agreed upon by the *Consultant* in writing;
.4 information identifying what *Product* is being warranted and/or guaranteed; and
.5 the signature and seal (if required) of the company/manufacturer issuing the warranty or guarantee, which shall be countersigned by the *Contractor*.

The *Contractor* shall ensure that all warranties, guarantees or other obligations for the *Work*, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* are assignable and such assignment shall be with the consent of the assigning party. Such assignment shall be in addition to, and shall in no way limit, the warranty obligations of the *Contractor*.

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3. Add new subparagraph 12.3.7 as follows:

"12.3.7 Where a deficiency affects the safety, security or systems essential to the ongoing operations of the *Owner* and/or its tenants, all necessary corrections and/or the installation of temporary replacements or work shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within four (4) hours of a request being made during a *Working Day*, the *Owner* shall be authorized to carry out all necessary corrections, repairs, replacements or temporary work at the *Contractor*'s expense. Such expenses shall be set-off against any amounts payable to the *Contractor*, if any. If no amounts are owed to the *Contractor*, such expenses shall be reimbursed by the *Contractor* and shall be payable within fourteen (14) *Working Days* of the *Contractor* receiving written notice of the same."

SC44 GC 13.1 INDEMNIFICATION

1. Delete GC13.1 INDEMNIFICATION in its entirety and replace with the following:

"13.1.1 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant*, and their respective partners, trustees, directors and officers, agents, and employees (collectively, the "***Indemnified Parties***") from any and all losses, damages, liabilities, judgments, claims, demands, causes of action, suits, actions or other proceedings of any kind or nature and expenses (including legal fees on a full indemnity basis) incurred or suffered by the *Indemnified Parties* that arise out of or as a result of anything done or omitted to be done by the *Contractor*, any *Subcontractors* or *Suppliers* or any of their respective officers, employees or agents in carrying out the *Work* or otherwise in carrying out the *Work* or the performance of *Contractor*'s obligations under this *Contract* except to the extent caused or contributed to by any acts or omissions of the *Indemnified Parties*.

13.1.2 GC 13.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC 1.3 – RIGHTS AND REMEDIES.

13.1.3 Limitation of Liability: The *Owner* and its partners, trustees, directors and officers, agents, and employees shall not be liable to the *Contractor* for any losses, expenses, costs, claims, damages or liabilities arising out of, in connection with, or as a result of:

.1 anything done or omitted to be done by the *Contractor*, any *Subcontractor* or *Supplier* or any of their respective officers, employees, agents, or representatives in carrying out the *Work* or otherwise in the performance of this *Contract*; or

.2 the performance of the *Work*, *Subcontracts* for any part of the *Work*, or any of the *Contract Documents*, notwithstanding any consent to or approval of any of the foregoing by the *Owner* or the *Owner's Representative*."

SC45 GC 13.2 WAIVER OF CLAIMS

1. Delete GC 13.2 – WAIVER OF CLAIMS in its entirety and replace with the following:

"13.2.1 As of the date of the final certificate for payment, the *Contractor* expressly waives and releases the *Owner* from all claims against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* except:

.1 those made in writing prior to the *Contractor*'s application for final payment and still unsettled; and

.2 those arising from the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES or GC 10.3 - PATENT FEES.

13.2.2 GC 13.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES."

SC46 PART 14 – MISCELLANEOUS

1. Add new Part 14 – MISCELLANEOUS as follows:

"14.1.1 In performing its obligations under this *Contract*, the *Contractor* shall act in good faith and furnish appropriate skill and judgment. The *Contractor* shall also cooperate with the *Consultant* and the *Owner* in furthering the interests of the *Owner*. The *Contractor* shall furnish sufficient business administration and superintendence and an adequate supply of workers and materials. The *Contractor* shall perform the work in an expeditious manner consistent with the best interests of the *Owner*. As part of its good faith obligation, the *Contractor* expressly acknowledges and agrees that it has a positive obligation to provide the *Owner* with written notice of incomplete or incorrect information contained in any of the *Contract Documents*.

14.1.2 The *Contractor* shall not erect, affix, install or maintain any signs, lettering, identification, promotional or other written materials on the *Project* or at the *Place of the Work* without the prior written consent of the *Owner* and only in accordance with all applicable laws.

14.1.3 The *Contractor* shall perform the *Work* in a good and workmanlike manner, using new materials, in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*. The *Contractor* acknowledges that both time and quality are of the essence and the *Contractor* will perform the *Work* or cause the *Subcontractors* and *Suppliers* to perform the work in accordance with the *Construction Schedule*, as amended from time to time, and in a professional manner.

14.1.4 The *Contractor* shall prepare and maintain a daily site log or diary recording, which shall include the following:

(a) daily weather conditions and temperatures at the *Place of the Work*,

(b) the number of workers of the *Contractor*, *Subcontractors*, *Suppliers*, and any other work forces or construction labourers at the *Place of the Work*,

(c) the *Equipment* at the *Place of the Work*,

(d) the descriptions and quantities of *Products* delivered and utilized,

(e) the general nature of *Project* activities,

(f) security logs, and,

(g) health and safety logs.

Such log or diary shall also record any extraordinary or emergency events which may occur and also the identities of any persons who visit the *Place of the Work* who are not part of the day-to-day workforce. The *Contractor* shall also take or arrange for the taking of *Project* photographs to record the progress of the *Work*.

14.1.5 The *Contractor* shall maintain, either at its head office or at the *Place of the Work*, records recording manpower and material resourcing at the *Project*, including the records identified in paragraph 14.1.4 and other records which document the activities of the *Contractor*.

14.1.6 Upon request by the *Owner* or the *Consultant*, the *Contractor* shall make available for inspection and copying all of the records generated pursuant to this GC 14.1.4 and 14.1.5, along with any other routine records ordinarily maintained by the *Contractor*.

14.1.7 Notwithstanding any other term in this *Contract*, the *Contractor* hereby expressly acknowledges that it shall not be entitled to and that it hereby waives any damages or claims for loss of anticipated revenue, loss of profit, loss of business reputation, loss of opportunity, or any indirect, consequential, special, exemplary or punitive losses or damages arising at any time or from any cause whatsoever in relation to the *Project*."

END OF DOCUMENT