

SCHEDULE 1

TO THE UNIVERSITY OF TORONTO TENDER DOCUMENTS

FOR

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UNIVERSITY OF TORONTO

UNIVERSITY OF TORONTO

SUPPLEMENTARY CONDITIONS

TO CCDC2-2020

REVISION 4 – JULY 2024

Note to users:

- (1) This version of the University of Toronto Supplementary Conditions to CCDC2-2020 is only intended for use with contracts that are subject to the *Construction Act* (Ontario), which came into force on July 1, 2018, and was further amended on December 6, 2018, and again on October 1, 2019. Accordingly, these supplementary conditions are only to be used where the following conditions are met:
- (i) there was either:
 - a. no procurement process (e.g. request for quotation, request for qualifications, request for proposals, or a call for tenders) for the award of this contract; or
 - b. the first procurement process associated with this Project was commenced after October 1, 2019; and
 - (ii) the *Work* to be performed under this contract is not maintenance or general repair work, but is instead any of the following, or a combination thereof:
 - a. an alteration, addition or capital repair to the *Place of the Work*;
 - b. the construction, erection or installation at the *Place of the Work*, including the installation of industrial, mechanical, electrical or other equipment at the *Place of the Work* that is essential to the normal or intended use of the *Place of the Work*; or
 - c. the complete or partial demolition or removal of any building structure or works at the *Place of the Work*.

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CCDC2-2020 SUPPLEMENTARY CONDITIONS: SECTION 00 73 00

The Standard Construction Document for a Stipulated Price Contract, English version, consisting of the Agreement between the Owner and the Contractor, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing the same is made part of these *Contract Documents*, with the following amendments, additions and modifications:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1 ARTICLE A-1 THE WORK

SC1.1	1.3	<u>Delete</u> all of the words after " <i>Contract Documents</i> " and <u>replace</u> them with the following: "attain <i>Substantial Performance of the Work</i> by the ___ day of _____ in the year 20___, <i>Occupancy</i> by the ___ day of _____ in the year 20___, and attain <i>Ready-for-Takeover</i> by the ___ day of _____ in the year 20___."
SC1.2	1.4 and 1.5	<u>Add</u> new paragraphs 1.4 and 1.5 as follows: 1.4 complete the <i>Work</i> in a thorough, expeditious, economical and good and competent manner in all respects in accordance with the <i>Contract</i> , including the <i>Construction Schedule</i> ; and 1.5 in the execution, performance and completion of the <i>Work</i> , except as otherwise agreed between the <i>Contractor</i> and the <i>Owner</i> , provide all labour, <i>Products</i> , <i>Construction Equipment</i> and <i>Work</i> required for the performance and completion of the <i>Project</i> and carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions of the <i>Contract Documents</i> .

SC2 ARTICLE A-4 CONTRACT PRICE

SC2.1	4.4	<u>Delete</u> paragraph 4.4 and <u>replace</u> it with the following: 4.4 The <i>Contract Price</i> shall remain fixed for the duration of the <i>Contract Time</i> , subject only to adjustments as provided for in the <i>Contract Documents</i> . For certainty, the <i>Contractor</i> assumes all risks in connection with cost increases for <i>Products</i> , <i>Labour</i> , and <i>Construction Equipment</i> prescribed by the <i>Contract Documents</i> for the performance of the <i>Work</i> , and the <i>Contractor</i> assumes all responsibility for liabilities and additional costs that may arise as a result of the <i>Contractor's</i> inclusion of any <i>Product</i> , <i>Construction Equipment</i> , <i>Supplier</i> , or <i>Subcontractor</i> in its calculation of the <i>Contract Price</i> .
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SC3 ARTICLE A-5 PAYMENT

SC3.1	5.1	<u>Delete</u> paragraph 5.1 in its entirety, including all subparagraphs thereunder and <u>replace</u> it with the following: 5.1 Subject to the provisions of the <i>Contract Documents</i> and the <i>Construction Act</i> , the
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		<p>Owner shall:</p> <ol style="list-style-type: none"> .1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> when due together with such <i>Value Added Taxes</i> as may be applicable to such payments, .2 upon <i>Substantial Performance of the Work</i>, as certified by the <i>Consultant</i>, and upon the expiry of the holdback period that follows the publication of the certificate of <i>Substantial Performance of the Work</i>, as stipulated in the <i>Construction Act</i>, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the holdback, together with such <i>Value Added Taxes</i> as may be applicable to such payment, less any amount stated in any <i>Notice of Non-Payment</i> that is published by the <i>Owner</i> in accordance with the <i>Construction Act</i>, and .3 after <i>Ready-for-Takeover</i> has been achieved in accordance with the <i>Contract Documents</i> and the <i>Work</i> is complete, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the <i>Contract Price</i> in accordance with GC 5.5. – FINAL PAYMENT, together with such <i>Value Added Taxes</i> as may be applicable to such payment.
SC3.2	5.2.1	<p><u>Delete</u> paragraph 5.2.1 and <u>replace</u> it with the following:</p> <p>“Should either party fail to make payments as they become due under the terms of the <i>Contract</i> or in an award by adjudication, arbitration, or court, interest shall also become due and payable on such unpaid amounts at 1% above the prime rate. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Canadian Imperial Bank of Commerce (or other chartered bank in Canada designated by the University of Toronto) as it may change from time to time.”</p>

SC4 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

SC4.1	6.1	<p><u>Delete</u> the text of ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (retaining the provisions setting out the addresses of the <i>Owner</i>, <i>Contractor</i> and <i>Consultant</i>) and <u>replace</u> it with the following:</p> <p>6.1 <i>Notices in Writing</i> between the parties or between them and the <i>Consultant</i> shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out below. Such <i>Notices in Writing</i> will be deemed to be received by the addressee on the next <i>Working Day</i> if sent by e-mail after normal business hours or if sent by overnight commercial courier. Such <i>Notices in Writing</i> will be deemed to be received by the addressee on the fifth <i>Working Day</i> following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by <i>Notice in Writing</i> to the other party setting out the new address in accordance with this article.</p>
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SC5 ARTICLE A-9 TIME OF THE ESSENCE

SC5.1	Article A-9	<p><u>Add</u> new Article A-9 – TIME OF THE ESSENCE as follows:</p> <p>ARTICLE A-9 TIME OF THE ESSENCE</p> <p>9.1 Time is of the essence of the <i>Contract</i>, the performance of the <i>Work</i>, and in respect of all requirements of the <i>Contract Documents</i> that relate to the passage of time.</p> <p>9.2 It is understood, acknowledged, and agreed that the <i>Owner</i> has advised the <i>Contractor</i> of the critical importance that <i>Ready-for-Takeover</i> is achieved within the <i>Contract Time</i> and that one of the reasons that the <i>Contractor</i> was selected for the performance of the <i>Work</i> prescribed by the <i>Contract Documents</i>, and awarded this <i>Contract</i> by the <i>Owner</i>, is the <i>Contractor's</i> representation and warranty that it will attain <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> within the <i>Contract Time</i> stated in Article A-1.3.</p> <p>9.3 Intentionally deleted.</p> <p>9.4 Intentionally deleted.</p> <p>9.5 Intentionally deleted.</p> <p>9.6 Intentionally deleted.</p> <p>9.7 Intentionally deleted.</p> <p>9.8 Intentionally deleted.</p> <p>9.9 Intentionally deleted.</p>
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SC6 ARTICLE A-10 COUNTERPARTS

SC6.1	A-10	<p><u>Add</u> a new Article A-10 – COUNTERPARTS as follows:</p> <p>"ARTICLE A-10 – COUNTERPARTS</p> <p>10.1 This Contract may be signed in counterparts, manually or electronically, and each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by facsimile or in "pdf" or similar electronic format shall be deemed an original signature hereto."</p>
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SC7 DEFINITIONS

SC7.2	Owner	<p><u>Add</u> to the end of the definition for <i>Owner</i> the following:</p> <p>"For purposes of the <i>Contract</i>, the terms "Owner", "University of Toronto" and the "University" shall be considered synonymous. The <i>Owner's</i> designated Project Manager identified to the Contractor in the <i>Owner's</i> letter of award will be the <i>Owner's</i> representative on the <i>Project</i>."</p>
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SC7.3	Other Contractor	<u>Delete</u> the words “for the project” at the end of the sentence in the definition for <i>Other Contractor</i> .
SC7.4	Payment Legislation	<u>Delete</u> the Definition for <i>Payment Legislation</i> and replace it with <i>Construction Act</i> as follows: “‘ <i>Construction Act</i> ’ means the <i>Construction Act</i> , R.S.O. 1990, c. C.30, as amended, including all regulations passed under it that are enforceable as of the date of execution of this Contract. For certainty, the first procurement process for the Project (i.e., the “improvement” as that term is defined in the <i>Construction Act</i>) was commenced on or after October 1, 2019.”
SC7.5	Ready-for-Takeover	<u>Delete</u> all the words after “as verified” in the definition for <i>Ready-for-Takeover</i> and <u>replace</u> them with “and approved by the <i>Owner</i> .”
SC7.6	Adjudication	<u>Add</u> the following new definition: Adjudication ‘ <i>Adjudication</i> ’ means construction dispute interim adjudication as defined under <i>the Construction Act</i> .
SC7.7	Administration Costs	<u>Add</u> the following new definition: Administration Costs ‘ <i>Administration Costs</i> ’ means those costs and expenses incurred by the <i>Owner</i> as a result of carrying out a process or activity due to a breach of the <i>Contractor</i> ’s obligations under this <i>Contract</i> , default of the <i>Contractor</i> , or delay in the performance of the <i>Work</i> by the <i>Contractor</i> . <i>Administration Costs</i> include but are not limited to the following: .1 additional fees payable by the <i>Owner</i> to the <i>Consultant</i> according to the <i>Consultant</i> ’s personnel rates; .2 <i>Owner</i> personnel costs associated with the breach, default, or delay, in an amount determined by the <i>Consultant</i> ; .3 any additional costs or loss of revenue incurred by the <i>Owner</i> due to the breach, default, or delay.”
SC7.8	As-Built Drawings	<u>Add</u> the following new definition: As-Built Drawings <i>As-Built Drawings</i> ’ or ‘ <i>as-built drawings</i> ’ means are those <i>Drawings</i> prepared by the <i>Contractor</i> as it constructs the <i>Project</i> and upon which the <i>Contractor</i> documents the actual locations of the building components and changes to the original <i>Contract Documents</i> .
SC7.9	Baseline Schedule	<u>Add</u> the following new definition: Baseline Schedule ‘ <i>Baseline Schedule</i> ’ means the initial <i>Construction Schedule</i> approved by the <i>Owner</i> , that includes all approved <i>Milestone</i> dates, as further described in GC 3.4.

SC7.10	By Others	<p><u>Add</u> the following new definition:</p> <p>By Others The words 'By Others' or 'by others' when used in the <i>Specifications</i> or on the <i>Drawings</i> means a person performing part of the <i>Work</i>, other than the <i>Contractor</i>. For greater certainty, the only means by which work or services shown or specified shall be indicated as not being in the <i>Contract</i> is by use of the initials 'N/C' or the words 'Not In Contract' or the words 'by <i>Owner</i>'.</p>
SC7.11	Confidential Information	<p><u>Add</u> the following new definition:</p> <p>Confidential Information '<i>Confidential Information</i>' means all information, data, documents, agreements, files and other materials regarding or concerning the <i>Owner</i> or its affiliates, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed, communicated or otherwise furnished by the <i>Owner</i> before, on or after the execution of this <i>Contract</i> to the <i>Contractor</i>, whether or not marked, designated or otherwise identified as "confidential".</p>
SC7.12	Construction Schedule	<p><u>Add</u> the following new definition:</p> <p>Construction Schedule '<i>Construction Schedule</i>' means the schedule for the performance of the <i>Work</i> provided by the <i>Contractor</i> pursuant to GC 3.4, including any amendments to the <i>Construction Schedule</i> made pursuant to the <i>Contract Documents</i>.</p>
SC7.13	Contemplated Change Notice	<p><u>Add</u> the following new definition:</p> <p>Contemplated Change Notice '<i>Contemplated Change Notice</i>' means a written notice issued by the <i>Consultant</i>, on behalf of the <i>Owner</i>, to the <i>Contractor</i> describing a contemplated change in scope of the <i>Work</i>.</p>
SC7.14	Delay Damages	<p><u>Add</u> the following new definition:</p> <p>Delay Damages '<i>Delay Damages</i>' has the meaning prescribed to it in Article A-9.4.7.</p>
SC7.15	Delay Retention	<p><u>Add</u> the following new definition:</p> <p>Delay Retention '<i>Delay Retention</i>' has the meaning prescribed to it in Article A-9.4.2.</p>
SC7.16	Direct Costs	<p><u>Add</u> the following new definition:</p> <p>Direct Costs '<i>Direct Costs</i>' has the meaning prescribed to it in GC 6.3.7.</p>
SC7.17	Environmental Programs	<p><u>Add</u> the following new definition:</p> <p>Environmental Programs '<i>Environmental Programs</i>' means all of the <i>Owner's</i> requirements found in the "Manual for Proponents and Bidders Respecting Designated Substances, Health and Safety, Biohazards and Other Hazards" prepared and maintained by the <i>Owner</i></p>

		and found at www.ehs.utoronto.ca/services/biosafety/contractors.htm . The <i>Environmental Programs</i> include the <i>Owner's Asbestos Control Program</i> , its mould program and a program for controlling and handling designated substances.
SC7.18	Excess Soil	<p><u>Add</u> the following new definition:</p> <p>Excess Soil '<i>Excess Soil</i>' means "excess soil" as that term is defined under section 3 of the <i>Excess Soil Regulation</i>.</p>
SC7.19	Excess Soil Regulation	<p><u>Add</u> the following new definition:</p> <p>Excess Soil Regulation '<i>Excess Soil Regulation</i>' means O. Reg. 406/19: On-Site and Excess Soil Management to the <i>Environmental Protection Act</i>, R.S.O. 1990, c. E.19.</p>
SC7.20	Force Majeure	<p><u>Add</u> the following new definition:</p> <p>Force Majeure</p> <p>'<i>Force Majeure</i>' means any cause, beyond either party's control, other than bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the <i>Contract</i> and the event of <i>Force Majeure</i> did not arise from a party's default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. <i>Force Majeure</i> includes <i>Labour Disputes</i>; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining third-party approvals (excluding approvals of any <i>Subcontractors</i> or <i>Suppliers</i> of any tier), permits, or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority other than stop work orders issued as a direct result of a circumstance described in GC 6.5.2; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions, but only if substantially beyond the weather norms of the <i>Place of the Work</i>; acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).</p>
SC7.21	General Labour Conditions	<p><u>Add</u> the following new definition:</p> <p>General Labour Conditions</p> <p>'<i>General Labour Conditions</i>' means the requirements for the use of union labour by the <i>Contractor</i> and <i>Subcontractors</i> as more particularly set out in GC14.2 – GENERAL LABOUR CONDITIONS.</p>
SC7.22	High-Level Schedule	<p><u>Add</u> the following new definition:</p> <p>High-Level Schedule '<i>High-Level Schedule</i>' means the high-level construction schedule prepared by the <i>Contractor</i> and submitted to the <i>Owner</i> together with the executed letter of award.</p>
SC7.23	Install	<p><u>Add</u> the following new definition:</p> <p>Install '<i>Install</i>' means install and connect. Install has this meaning whether or not the first</p>

		letter is capitalized.
SC7.24	Labour Dispute	<p><u>Add</u> the following new definition:</p> <p>Labour Dispute '<i>Labour Dispute</i>' means any lawful or unlawful labour problems, work stoppage, labour disruption, strike (including lockouts decreed or recommended for its members by a recognized contractor's association of which the <i>Contractor</i> is a member or to which the <i>Contractor</i> is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy, whether caused by a failure of the <i>Contractor</i> to comply with the <i>General Labour Conditions</i> or not, which does, or might, affect the <i>Work</i>.</p>
SC7.25	Milestone	<p><u>Add</u> the following new definition:</p> <p>Milestone '<i>Milestone</i>' means the following events, each of which must be identified and labelled as a "Milestone" in the <i>Baseline Schedule</i>:</p> <ul style="list-style-type: none"> (a) Completion demolition work. (b) Completion of Interior Wall /Furring /Partition. (c) Completion of HVAC, plumbing, and electrical rough-ins. (d) Completion of AV rough ins (e) Completion of Mechanical Equipment Installation. (f) Completion of life-safety systems (public address, fire alarm, sprinkler systems) and security systems. (g) Completion of Electrical Equipment Installation. (h) Completion of Interior Finishes. (i) Achieving <i>Substantial Performance of the Work</i>. (j) Achieving <i>Occupancy</i>; and (k) Achieving <i>Ready-for-Takeover</i> <p>including the applicable date for achieving such <i>Milestone</i> (as such date may be extended strictly in accordance with the requirements of the <i>Contract</i>).</p>
SC7.26	Notice of Non-Payment	<p><u>Add</u> the following new definition:</p> <p>Notice of Non-Payment '<i>Notice of Non-Payment</i>' means a notice of non-payment of holdback (Form 6) or a notice of non-payment (Form 1.1) under the <i>Construction Act</i>, as applicable to the circumstances.</p>
SC7.27	Occupancy	<p><u>Add</u> the following new definition:</p> <p>Occupancy '<i>Occupancy</i>' means full occupancy or use after completion of the whole of the <i>Project</i> as evidenced by a certificate of occupancy issued by the governmental authority having jurisdictions or, where no certificate is issued, the whole of the <i>Project</i> has been certified or deemed by the governmental authority having jurisdictions to be compliant with the occupancy requirements of the Ontario Building Code (O. Reg. 332/12: Building Code).</p>
SC7.28	OHSА	<u>Add</u> the following new definition:

		<p>OHSA 'OHSA' means the Occupational Health and Safety Act (Ontario).</p>
SC7.29	Payment Period	<p><u>Add</u> the following new definition:</p> <p>Payment Period '<i>Payment Period</i>' or 'payment period' the fixed segments of time for which the <i>Contractor</i> shall be entitled to claim payment for <i>Work</i> performed during such period, as agreed upon by the <i>Owner</i> and the <i>Contractor</i> at the first pre-construction meeting. To be effective, such agreement must be in writing or reflected in the final and approved pre-construction meeting minutes. In the event that the <i>Owner</i> and the <i>Contractor</i> do not fix the segment of time for each <i>Payment Period</i> at the first pre-construction meeting, then each <i>Payment Period</i> shall be a one (1) month period during which <i>Work</i> was performed, with the start and end dates of each <i>Payment Period</i> deemed to be the first (1st) calendar day of the applicable month and the last calendar day of the same month, respectively.</p>
SC7.30	Pre-Invoice Submission Meeting	<p><u>Add</u> the following new definition:</p> <p>Pre-Invoice Submission Meeting '<i>Pre-Invoice Submission Meeting</i>' has the definition given to it under GC 5.2.1.</p>
SC7.31	Procurement Documents	<p><u>Add</u> the following new definition:</p> <p>Procurement Documents '<i>Procurement Documents</i>' means those documents issued by the <i>Owner</i> as part of the competitive procurement to identify the successful <i>Contractor</i> for the <i>Contract</i>.</p>
SC7.32	Procurement Response	<p><u>Add</u> the following new definition:</p> <p>Procurement Response '<i>Procurement Response</i>' means the <i>Contractor's</i> tender, bid or proposal submitted to the <i>Owner</i> in response to a procurement process issued by the <i>Owner</i>. For greater certainty, the <i>Contractor's Procurement Response</i> includes the <i>Contractor's</i> original bid for the <i>Contract Price</i> (inclusive of cash allowances prescribed in the <i>Procurement Documents</i>, if any), as well as any alternative and separate price(s) solicited from the <i>Contractor</i> in the bid documents.</p>
SC7.33	Proper Invoice	<p><u>Add</u> the following new definition:</p> <p>Proper Invoice '<i>Proper Invoice</i>' means a "proper invoice" as that term is defined in Section 6.1 of the <i>Construction Act</i>, with the minimum requirements set out in Exhibit "1" of the Supplementary Conditions.</p>
SC7.34	Proper Invoice Submission Date	<p><u>Add</u> the following new definition:</p> <p>Proper Invoice Submission Date '<i>Proper Invoice Submission Date</i>' has the definition given to it under GC 5.2.2.</p>
SC7.35	Provide	<p><u>Add</u> the following new definition:</p> <p>Provide '<i>Provide</i>' means to supply and install. <i>Provide</i> has this meaning whether or not the</p>

		first letter is capitalized.
SC7.36	Request for Information	<p><u>Add</u> the following new definition:</p> <p>Request for Information</p> <p><i>'Request for Information' or 'RFI'</i> means written documentation sent by the <i>Contractor</i> to the <i>Consultant</i>, with a copy to the <i>Owner</i>, requesting written clarification(s) and/or interpretation(s) of the <i>Drawings</i> and/or <i>Specifications</i>, <i>Contract</i> requirements and/or other pertinent information required to complete the <i>Work</i> of the <i>Contract</i> without applying for a change or changes to the <i>Work</i>.</p>
SC7.37	Restricted Period	<p><u>Add</u> the following new definition:</p> <p>Restricted Period</p> <p><i>'Restricted Period'</i> means the (inclusive) period of time between November 15 to December 31 (inclusive) in any given year throughout the duration of the <i>Contract</i>.</p>
SC7.38	Rules	<p><u>Add</u> the following new definition:</p> <p>Rules</p> <p><i>'Rules'</i> has the meaning given to it under GC 8.3.1.</p>
SC7.39	Submittals	<p><u>Add</u> the following new definition:</p> <p>Submittals</p> <p><i>'Submittals'</i> means documents or items required by the <i>Contract Documents</i> to be provided by the <i>Contractor</i> such as:</p> <ul style="list-style-type: none"> • <i>Shop Drawings</i>, samples, models, mock-ups to indicate details or characteristics, before the portion of the <i>Work</i> that they represent can be incorporated into the <i>Work</i>; and, • <i>As-Built drawings</i> and manuals to provide instructions to the operation and maintenance of the <i>Work</i>.
SC7.40	Wage Schedule	<p><u>Add</u> the following new definition:</p> <p>Wage Schedule</p> <p><i>'Wage Schedule'</i> means the schedule, established in accordance with GC 6.2.4, setting out <i>Contractor</i> personnel and/or third-party labour wage rates, inclusive of hourly rates, benefits, and payroll burden, as applicable to the <i>Contractor</i> or its <i>Subcontractor(s)</i>. For certainty, the <i>Wage Schedule</i> shall not include the <i>Contractor's</i> or <i>Subcontractor's</i> overhead, general expenses, or profit on personnel or labour, such amounts for overhead, general expenses, and profit being determined in accordance with the percentages listed in GC 6.2.5.</p>
SC7.41	Reviewed, Instructed, Required, Directed, Permitted,	<p><u>Add</u> the following new definition:</p> <p>Reviewed, Instructed, Required, Directed, Permitted, Inspected, Ordered</p> <p>Wherever the words 'reviewed', 'instructed', 'required', 'directed', 'permitted', 'inspected', 'ordered' or similar words are used they shall mean, unless the context provides otherwise, 'reviewed by the <i>Consultant</i>', 'instructed by the <i>Consultant</i>', 'required by the <i>Consultant</i>', 'directed by the <i>Consultant</i>', 'permitted by the <i>Consultant</i>'</p>

	Inspected, Ordered	and 'ordered by the <i>Consultant</i> '.
SC7.42	Satisfactory	<p><u>Add</u> the following new definition:</p> <p>Satisfactory Wherever the word 'satisfactory' or similar words or phrases are used in the <i>Contract Documents</i>, it means, unless the context provides otherwise, 'satisfactory to the <i>Owner</i> and the <i>Consultant</i>'.</p>

AMENDMENTS TO THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

SC8 GC 1.1 CONTRACT DOCUMENTS

SC8.1	1.1.1	<p><u>Delete</u> the first sentence in paragraph 1.1.1 and <u>replace</u> it with the following:</p> <p>The intent of the <i>Contract Documents</i> is to include the construction, labour, <i>Products</i>, <i>Construction Equipment</i> and other services necessary, complementary or ancillary, for the performance and completion of the <i>Work</i> by the <i>Contractor</i> in accordance with the <i>Contract Documents</i> or properly inferable from them.</p> <p>-and-</p> <p><u>Add</u> the following sentence between the first and second sentences in paragraph 1.1.1:</p> <p>In many cases, the language of the <i>Contract Documents</i> is written in the imperative for the sake of brevity. Clauses containing instructions or directions are intended for the <i>Contractor</i> and such sentences are deemed to include the words, "the <i>Contractor</i> shall.</p>
SC8.2	1.1.3	<p><u>Delete</u> paragraph 1.1.3 and <u>replace</u> it with the following:</p> <p>1.1.3 The <i>Contractor</i> shall review the <i>Contract Documents</i>, including without limitation, for the purpose of facilitating co-ordination and execution of the <i>Work</i> by the <i>Contractor</i>. Such review by the <i>Contractor</i> shall be to the standard of care provided in GC 3.12.</p>
SC8.3	1.1.4	<p><u>Delete</u> paragraph 1.1.4 and <u>replace</u> it with the following:</p> <p>1.1.4 Except for the obligation to make such review and report the results, the <i>Contractor</i> is not responsible for errors, omissions or inconsistencies in the <i>Contract Documents</i> provided that the <i>Contractor</i> exercised the degree of care and skill described in GC 1.1.3. If there are errors, omissions or inconsistencies discovered by or made known to the <i>Contractor</i>, the <i>Contractor</i> shall promptly report to the <i>Consultant</i> and shall not proceed with the <i>Work</i> affected until the <i>Contractor</i> has received corrected or additional information from the <i>Consultant</i>. Errors, inconsistencies and/or omissions in the <i>Drawings</i> and/or <i>Specifications</i> which do not allow completion of the <i>Work</i> shall be brought to the <i>Consultant's</i> attention prior to the execution of the affected <i>Work</i> by means of an <i>RFI</i>. Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the <i>Drawings</i> or in the <i>Specifications</i> to labour and/or <i>Products</i> that are required or normally recognized within respective trade practices as being necessary for the complete execution of the <i>Work</i>. The <i>Contractor</i> shall not use subsequent <i>RFIs</i>, issued during execution of the <i>Work</i>, to establish a</p>

		presumptive change and/or changes in the <i>Work</i> pursuant to Part 6 – CHANGES IN THE WORK.
SC8.4	1.1.5.1	<p><u>Delete</u> paragraph 1.1.5.1 and <u>replace</u> it with the following:</p> <p>.1 the order of priority of documents, from highest to lowest, shall be:</p> <p>.1 the Supplementary Conditions, .2 the Agreement between the <i>Owner</i> and the <i>Contractor</i>, .3 the letter of award; .4 the Definitions; .5 the General Conditions, .6 <i>Division 1 of the Specifications</i>, .7 technical <i>Specifications</i>, .8 material and finishing schedules, .9 the <i>Drawings</i> .10 <i>Procurement Documents</i> .11 <i>Procurement Response</i>.</p>
SC8.5	1.1.5.6 to 1.1.5.11	<p><u>Add</u> subparagraphs 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.5.10, and 1.1.5.11 as follows:</p> <p>.6 Annotations on the <i>Drawings</i> shall govern over the graphic representation of the <i>Drawings</i>.</p> <p>.7 Finishes in the room finish schedules shall govern over those shown on the <i>Drawings</i>.</p> <p>.8 Schedules of Division 01 – General Requirements of the <i>Specifications</i> shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the <i>Specifications</i>.</p> <p>.9 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the <i>Consultant</i> or its sub-<i>Consultants</i> are to remain with each of the applicable drawing disciplines.</p> <p>.10 Any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.</p> <p>.11 Fixturing drawing provided by the <i>Owner</i> shall have precedence over architectural drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts.</p>
SC8.6	1.1.10	<p><u>Delete</u> the first sentence in paragraph 1.1.10 and <u>replace</u> it with the following:</p> <p>Contracts, <i>Drawings</i>, <i>Specifications</i>, models, documents and copies thereof furnished by the <i>Contractor</i> or the <i>Owner</i> are and shall remain the property of the <i>Owner</i>, with the exception of the signed contract set belonging to the <i>Contractor</i>.</p>

		<p>-and-</p> <p><u>Add</u> the following to the end of paragraph 1.1.10:</p> <p>The <i>Specifications</i> are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the <i>Contract Documents</i> will be construed to place responsibility on the <i>Consultant</i> to settle disputes among the <i>Subcontractors</i> and <i>Suppliers</i> in respect to such divisions. The <i>Drawings</i> are, in part, diagrammatic and are intended to convey the scope of the <i>Work</i> and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The <i>Contractor</i> shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the <i>Drawings</i>, including <i>Shop Drawings</i> and shall become familiar with conditions and spaces affecting these matters before proceeding with the <i>Work</i>. Where site conditions require reasonable minor changes in indicated locations and arrangements, the <i>Contractor</i> shall make such changes at no additional cost to the <i>Owner</i>. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the <i>Contractor</i> shall include such relocation in the <i>Work</i>. The <i>Contractor</i> shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the <i>Contract Documents</i> wherever located and whenever issued, compiling information of similar content and may consist of drawings, tables and/or lists.</p>
SC8.7	1.1.12 to 1.1.15	<p><u>Add</u> new paragraphs 1.1.12, 1.1.13, 1.1.14, and 1.1.15 as follows:</p> <p>1.1.12 The <i>Contractor</i> may obtain, at its own cost, copies of the <i>Contract Documents</i> from the electronic posting site Biddingo or MERX, as applicable.</p> <p>1.1.13 One set of signed and sealed <i>Contract Documents</i> shall be retained by each of the <i>Owner</i> and the <i>Contractor</i>.</p> <p>1.1.14 The <i>Contractor</i> shall keep one copy of the current <i>Contract Documents</i>, <i>Supplemental Instructions</i>, <i>Contemplated Change Notices</i>, <i>Change Estimates</i>, <i>Change Orders</i>, <i>Change Directives</i>, permits and permit <i>Drawings</i>, cash allowance disbursement authorizations (if used), reviewed <i>Shop Drawings</i>, <i>Submittals</i>, reports and records of meetings at the <i>Place of the Work</i>, and all documents and records evidencing that the <i>Project</i> complies with the <i>Excess Soil Regulation</i>, all in good order and available to the <i>Owner</i> and <i>Consultant</i>.</p> <p>1.1.15 The <i>Contractor</i> shall prepare and maintain current <i>As-Built Drawings</i> which shall consist of the <i>Drawings</i> and <i>Specifications</i> revised by the <i>Contractor</i> during the <i>Work</i>, showing changes to the <i>Drawings</i> and <i>Specifications</i>, which current <i>As-Built Drawings</i> shall be maintained by the <i>Contractor</i> and made available to the <i>Consultant</i> for review with each application for payment. The <i>Consultant</i> reserves the right to retain a reasonable amount for the value of the <i>As-Built Drawings</i> not presented for review.</p>

SC9 GC 1.4 ASSIGNMENT

SC9.1	1.4.1	<p><u>Delete</u> paragraph 1.4.1 in its entirety and <u>replace</u> it with the following:</p> <p>The <i>Contractor</i> shall not assign the <i>Contract</i>, or any portion thereof without the prior written</p>
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		consent of the <i>Owner</i> , the granting of which shall be in the <i>Owner's</i> absolute discretion. In the event that the <i>Owner</i> agrees to an assignment of the <i>Contract</i> by the <i>Contractor</i> , such assignment shall not relieve the <i>Contractor</i> from its obligations and liabilities hereunder.
SC9.2	1.4.2	<p><u>Add</u> a new paragraph 1.4.2 as follows:</p> <p>The <i>Owner</i> shall have the right, in its absolute discretion, upon delivery of a <i>Notice in Writing</i> to the <i>Contractor</i>, to transfer, novate, or assign this <i>Contract</i> and all of its rights and obligations under this <i>Contract</i>, in part or in whole, to any other partnership, corporation, joint venture, company, or person. Upon any such transfer or assignment the <i>Owner</i> shall not be liable for, and shall be released from, the performance of its obligations under this <i>Contract</i>, such that the <i>Contractor</i>, transferee or other assignee shall perform all of the <i>Owner's</i> obligations under the <i>Contract</i> which arise on and after the date of such assignment, all as fully and to the same extent as if the transferee or assignee had been the original party to the <i>Contract</i> instead of the <i>Owner</i>.</p>

SC10 GC 1.5 CONFIDENTIALITY

SC10.1	GC 1.5	<p><u>Add</u> new GC 1.5 – CONFIDENTIALITY as follows:</p> <p>GC 1.5 CONFIDENTIALITY</p> <p>1.5.1 The <i>Contractor</i> shall take all reasonable precautions to protect, keep confidential, and not to use or disclose, other than as permitted in this <i>Contract</i>, all <i>Confidential Information</i> of the <i>Owner</i>.</p> <p>1.5.2 The confidentiality obligations in this GC 1.5 shall not apply to <i>Confidential Information</i> that is:</p> <ul style="list-style-type: none"> .1 required to be disclosed under or pursuant to any relevant law, legislation, statute, by-law, order, court or governmental authority having jurisdiction, as long as the <i>Contractor</i>: (i) discloses the minimum amount of <i>Confidential Information</i> required to satisfy the relevant law, legislation, statute, by-law, order, court or governmental authority having jurisdiction; and (ii) before disclosing any information, gives 15 days' <i>Notice in Writing</i> to the <i>Owner</i> and takes all reasonable steps to maintain such <i>Confidential Information</i> in confidence; .2 in the public domain otherwise than as a result of a breach of this <i>Contract</i> or other obligation of confidence; .3 required to be disclosed to the <i>Contractor's</i> employees or to the extent necessary to <i>Subcontractors</i> and <i>Suppliers</i> to enable the <i>Contractor</i> to fulfill its obligations under this <i>Contract</i>; or .4 already known by, or rightfully received, or independently developed by the recipient free of any confidentiality obligation. <p>1.5.3 The <i>Contractor</i> shall not, without the previous written consent of the <i>Owner</i>, use, publish or disclose to any person nor cause nor permit any of its employees, agents or third parties to use, publish or disclose any <i>Confidential Information</i> obtained</p>
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		<p>from the <i>Owner</i> other than for the performance of the party's duties and obligations under this <i>Contract</i>.</p> <p>1.5.4 Notwithstanding GC 1.5.3, prior to disclosing or providing access to any <i>Confidential Information</i> to a third party, the <i>Contractor</i> shall seek the written approval of the <i>Owner</i>. Before the <i>Owner</i> provides its consent and access to the <i>Confidential Information</i>, the <i>Contractor</i> will undertake to have such third party sign an agreement causing them to be bound by terms substantially the same as those in this GC 1.5 in a form approved by the <i>Owner</i>.</p> <p>1.5.5 At the <i>Owner's</i> request, the <i>Contractor</i> shall promptly return to the <i>Owner</i> any <i>Confidential Information</i> of the <i>Owner</i> then in the <i>Contractor's</i> possession or under the <i>Contractor's</i> control, except for <i>Confidential Information</i> necessary to perform the <i>Contractor's</i> duties under this <i>Contract</i>.</p> <p>1.5.6 If any unauthorized disclosure of, loss of, or inability to account for, <i>Confidential Information</i> occurs, the <i>Contractor</i> shall notify the <i>Owner</i> immediately by <i>Notice in Writing</i>.</p> <p>1.5.7 If any <i>Confidential Information</i> contains information received in confidence from a third party, the <i>Contractor</i> shall, on request by the <i>Owner</i>, enter into any non-disclosure agreement that the third party may reasonably require on terms no more onerous than those in this <i>Contract</i>.</p>
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SC11 GC 1.6 PUBLICITY AND MEDIA

SC11.1	GC 1.6	<p><u>Add</u> new GC 1.6 – PUBLICITY AND MEDIA as follows:</p> <p>GC 1.6 PUBLICITY AND MEDIA</p> <p>1.6.1 The <i>Contractor</i> will not issue any press release, other general publicity announcement, or otherwise disclose any information concerning this <i>Contract</i> or the <i>Project</i> except with the prior written approval of the <i>Owner</i>. Without limiting the generality of the foregoing, the <i>Contractor</i> shall obtain prior approval from the <i>Owner</i> before making any information, including <i>Confidential Information</i>, public with regard to this <i>Contract</i> at any time, during or after the term of the <i>Contract</i>. The <i>Contractor</i> will ensure its employees, agents, <i>Subcontractors</i> and <i>Suppliers</i> and other representatives comply with the obligations of this GC 1.6.</p>
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SC12 GC 2.2 ROLE OF THE CONSULTANT

SC12.1	2.2.4	<p><u>Delete</u> GC 2.2.4 in its entirety and <u>replace</u> it with the following:</p> <p>Upon receipt of an application for payment that satisfies the requirement of a <i>Contractor's Proper Invoice</i>, based on the <i>Consultant's</i> observations and evaluation of the <i>Contractor's</i> application for payment, the <i>Consultant</i> will determine the amounts owing to the <i>Contractor</i> under the <i>Contract</i> and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, Article A-9 of the Agreement – TIME OF THE ESSENCE, GC 5.3 - PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, and GC 5.5 - FINAL PAYMENT. If the <i>Consultant</i> determines that the amount payable to the <i>Contractor</i> differs from the amount stated in a <i>Proper Invoice</i>, the</p>
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		<i>Consultant</i> shall deliver its finding to the <i>Owner</i> as provided in GC 5.3.1.1(b) and prepare a draft of the applicable <i>Notice of Non-Payment</i> for the amount in dispute.
SC12.2	2.2.6	In the first sentence of paragraph 2.2.6 <u>delete</u> the words: "Except with respect to GC5.1 — FINANCING INFORMATION REQUIRED OF THE OWNER".
SC12.3	2.2.7	<u>Add</u> the following to the end of paragraph 2.2.7: All <i>Requests for Information</i> shall be provided to the <i>Owner</i> , the <i>Owner's Representative</i> , and the <i>Consultant</i> . Where a RFI requires a response from the <i>Consultant</i> , the <i>Consultant</i> shall provide its response in writing within 10 <i>Working Days</i> receipt of an RFI.
SC12.4	2.2.12	<u>Add</u> the following to the end of paragraph 2.2.12: If, in the opinion of the <i>Contractor</i> , the <i>Supplemental Instruction</i> involves an adjustment in the <i>Contract Price</i> or in the <i>Contract Time</i> , it shall, within ten (10) <i>Working days</i> of receipt of a <i>Supplemental Instruction</i> provide the <i>Consultant</i> with a written notice to that effect. In the event that the <i>Contractor</i> needs additional information to determine whether a <i>Supplemental Instruction</i> involves an adjustment of the <i>Contract Price</i> or in the <i>Contract Time</i> , it may issue a written request to the <i>Consultant</i> seeking such additional information. Following receipt of such information, the <i>Contractor</i> shall, within ten (10) <i>Working days</i> of receipt of such additional information provide the <i>Consultant</i> with the written notice described in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the <i>Supplemental Instruction</i> by the <i>Contractor</i> without adjustment in the <i>Contract Price</i> or <i>Contract Time</i> .
SC12.5	2.2.19	<u>Add</u> a new paragraph 2.2.19 as follows: The <i>Consultant's</i> services will be performed solely for the benefit of the <i>Owner</i> and no <i>Contractor</i> , <i>Subcontractor</i> , <i>Supplier</i> or other third party shall have any claim against the <i>Consultant</i> as a result of the performance or non-performance of the <i>Consultant's</i> services. The <i>Contractor</i> shall include this provision in any contracts it makes with its <i>Subcontractors</i> , <i>Suppliers</i> and others and shall require such <i>Subcontractors</i> , <i>Suppliers</i> and others to include the same term in their contracts with sub- <i>Subcontractors</i> , sub- <i>Suppliers</i> and others.

SC13 GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC13.1	2.3.2	<u>Add</u> the following to the end of paragraph 2.3.2: If the <i>Contractor</i> notifies the <i>Consultant</i> that the <i>Work</i> is ready for testing, review or inspection and subsequent to such notification the <i>Contractor</i> is not prepared for a test, inspection or approval of <i>Work</i> by the <i>Consultant</i> and the <i>Consultant</i> is required to make a subsequent visit, the cost of any such unnecessary visit by the <i>Consultant</i> may be deducted from amounts payable to the <i>Contractor</i> .
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SC14 GC 2.4 DEFECTIVE WORK

SC14.1	2.4.1	<u>Add</u> the following to the end of paragraph 2.4.1: The <i>Contractor</i> shall prioritize the correction of any defective <i>Work</i> which, in the sole
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		discretion of the <i>Owner</i> , adversely affects the day-to-day operation of the <i>Owner</i> . Any defective <i>Work</i> that has been rejected by the <i>Consultant</i> shall be corrected by the <i>Contractor</i> within 5 <i>Working Days</i> of being notified of the defective <i>Work</i> , save and except where the defective <i>Work</i> cannot reasonably be corrected within such time period, in which case the <i>Contractor</i> shall, within that same 5 <i>Working Day</i> period, provide a written remediation plan to the <i>Owner</i> and the <i>Consultant</i> for the prompt correction of the defective <i>Work</i> for the <i>Owner's</i> review and approval . Unless agreed otherwise in writing by the <i>Owner</i> , the <i>Contractor</i> shall complete all corrections to the defective <i>Work</i> within 5 <i>Working Days</i> of the <i>Owner</i> approving the remediation plan.
SC14.2	2.4.4	<u>Add</u> a new paragraph 2.4.4 as follows: 2.4.4 The <i>Contractor</i> shall reimburse the <i>Owner</i> for all <i>Administration Costs</i> associated with the <i>Consultant</i> having to re-attend to inspect defective work in excess of one inspection.
SC14.3	2.4.5	<u>Add</u> a new paragraph 2.4.5 as follows: 2.4.5 Neither acceptance of the <i>Work</i> by the <i>Consultant</i> or the <i>Owner</i> , nor any failure by the <i>Consultant</i> or the <i>Owner</i> to identify, observe, or warn of defective <i>Work</i> or any deficiency in the <i>Work</i> shall relieve the <i>Contractor</i> from the sole responsibility for rectifying such defect or deficiency at the <i>Contractor's</i> sole cost.

SC15 GC 3.1 CONTROL OF THE WORK

SC15.1	3.1.2	<u>Delete</u> the period at the end of paragraph 3.1.2 and <u>replace</u> it with the following: “and further represents, warrants, and acknowledges that, prior to submitting its <i>Procurement Response</i> , the <i>Contractor</i> considered and took into account in its pricing all reasonably known impacts and restrictions arising from the COVID-19 pandemic, including without limitation any corresponding legislative changes that may impact performance of the <i>Project</i> as of the date that the <i>Contractor</i> submitted its <i>Procurement Response</i> and the <i>Owner's</i> rules and guidelines on COVID-19 vaccination.”
SC15.2	3.1.3 and 3.1.4	<u>Add</u> new paragraphs 3.1.3 and 3.1.4 as follows: 3.1.3 The <i>Contractor's</i> representatives and project team as named in the <i>Contractor's</i> original bid for the <i>Contract</i> shall not be changed except for valid reason and with the <i>Owner's</i> written consent. The <i>Owner</i> may reasonably demand a change in specific members of the <i>Contractor's</i> project team at any time. 3.1.4 Prior to commencing individual procurement, fabrication and construction activities, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i> , all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the <i>Work</i> and shall further carefully compare such field measurements and conditions with the requirements of the <i>Contract Documents</i> . Where dimensions are not included or exact locations are not apparent, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain written instructions from the <i>Consultant</i> before proceeding with any part of the affected <i>Work</i> .

SC16 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC16.1	3.2.2.1	<u>Delete</u> subparagraph 3.2.2.1 in its entirety and <u>replace</u> it with "[Intentionally left blank]."
SC16.2	3.2.3.2	<u>Delete</u> subparagraph 3.2.3.2 and <u>replace</u> it with the following: "co-ordinate and schedule the activities and work of <i>Other Contractors</i> , including the work of <i>Other Contractors</i> retained as necessary when a price for a change in the <i>Work</i> cannot be agreed upon, and <i>Owner's</i> own forces with the <i>Work</i> of the <i>Contractor</i> ;"
SC16.3	3.2.3.4	<u>Delete</u> the period at the end of subparagraph 3.2.3.4 and <u>replace</u> it with a semi-colon.
SC16.4	3.2.3.5	<u>Add</u> new subparagraph 3.2.3.5 as follows: .5 Subject to GC 9.4 CONSTRUCTION SAFETY, for the <i>Owner's</i> own forces and for <i>Other Contractors</i> , assume overall responsibility for compliance with all aspects of the applicable Health and Safety legislation of the <i>Place of the Work</i> , including all the responsibilities of the "constructor" under the OHSA.

SC17 GC 3.4 CONSTRUCTION SCHEDULE

SC17.1	3.4.1	<p><u>Delete</u> paragraph 3.4.1 in its entirety, including all subparagraphs, and <u>replace</u> it with the following new paragraphs 3.4.1, 3.4.2, 3.4.2, 3.4.4 and 3.4.5:</p> <p>3.4.1 With the first application for payment, the <i>Contractor</i> shall submit to the <i>Owner</i> and the <i>Consultant</i> for their approval a baseline schedule indicating the critical path for the <i>Project</i> that</p> <p>.1 complies with the requirements of Exhibit "2" of the Supplementary Conditions</p> <p>.2 demonstrates that the <i>Work</i> will be performed in conformity with the dates prescribed in Article A-1.3 for the <i>Contract Time</i> and the <i>Contract Documents</i>;</p> <p>.3 identifies proposed dates for achieving each <i>Milestone</i>; and</p> <p>.4 is accompanied by a letter from a senior officer of the <i>Contractor</i> certifying that the baseline schedule was prepared in collaboration with, and is supported by, the <i>Subcontractors</i> and <i>Suppliers</i> whose activities affect the critical path.</p> <p>3.4.2 Upon receipt of the <i>Contractor's</i> baseline schedule submission, the <i>Owner</i> and the <i>Consultant</i> shall review the submission and either notify the <i>Contractor</i> that the baseline schedule is acceptable or provide written comments to the <i>Contractor</i> identifying and explaining how the <i>Contractor's</i> baseline schedule submission does not comply with the requirements of GC 3.4.1. If the <i>Owner</i> or the <i>Consultant</i> notify the <i>Contractor</i> that its submission is non-compliant, the <i>Contractor</i> will, within 5 <i>Working Days</i> of receiving such notification, address the non-compliance and resubmit its baseline schedule submission to the <i>Owner</i> and the <i>Consultant</i>. The process described in this GC 3.4.2 shall continue until such time as the <i>Contractor</i> delivers a compliant baseline schedule submission, as determined by the <i>Owner</i> and the <i>Consultant</i> acting reasonably. However, the final opportunity for the <i>Contractor</i> to deliver a compliant baseline schedule submission, without penalty, shall be with its third application for payment. If, at that time, the <i>Contractor's</i> baseline schedule submission still does not comply with the</p>
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		<p>requirements of GC 3.4.1, the <i>Owner</i> may issue a <i>Notice of Non-Payment</i> and deduct from payment to the <i>Contractor</i> a reasonable amount as determined by the <i>Consultant</i>, and retain such amount until such time that the <i>Contractor</i> delivers a compliant baseline schedule submission that is accepted by the <i>Owner</i>. Until such time that the baseline schedule submission is accepted, the <i>High-Level Schedule</i> shall constitute the baseline schedule for the <i>Project</i>. Once accepted by the <i>Owner</i>, such baseline schedule submission shall become the “Baseline Schedule” that is fixed, shall not be amended, and shall replace the <i>High-Level Schedule</i>. The <i>Baseline Schedule</i> shall be the initial version of the <i>Construction Schedule</i>.</p>
	3.4.3	<p>The <i>Contractor</i> shall:</p> <ol style="list-style-type: none"> .1 provide the expertise and resources, such resources including sufficient staffing and labour, and equipment, as are necessary to maintain or improve progress under the <i>Baseline Schedule</i> or any successor <i>Construction Schedule</i> approved by the <i>Owner</i> pursuant to this GC 3.4; .2 ensure that all <i>Subcontractors</i> and <i>Suppliers</i> are provided with a copy of the <i>Baseline Schedule</i> and any successor <i>Construction Schedule(s)</i> and that they adhere to the <i>Construction Schedule</i>; .3 continuously monitor the progress of the <i>Work</i> relative to the <i>Baseline Schedule</i> and, as part of the <i>Contractor's</i> requirements for a <i>Proper Invoice</i>, provide the <i>Owner</i> with a monthly update to the <i>Construction Schedule</i> that complies with the requirements of Exhibit “2” to the Supplementary Condition, covering all of the baseline activities including the actual start, actual finish and percentage completion of those activities and shall submit, to the <i>Owner</i> for review and approval, any changes made to the <i>Baseline Schedule</i> logic and activity durations; .4 immediately provide <i>Notice in Writing</i> to the <i>Owner</i> and the <i>Consultant</i> of any slippage or potential slippage in the currently approved <i>Milestones</i> in the <i>Construction Schedule</i>; .5 if after applying the expertise and resources required under GC 3.4.3.1, the <i>Contractor</i> forms the opinion that the slippage in schedule reported in GC 3.4.3.3 cannot be recovered by the <i>Contractor</i>, it shall, in the same notice provided under GC 3.4.3.3, indicate to the <i>Consultant</i> and the <i>Owner</i> if the <i>Contractor</i> intends to apply for an extension of <i>Contract Time</i> as provided in PART 6 —CHANGES IN THE WORK.
	3.4.4	<p>The <i>Contractor</i> shall not amend the <i>Construction Schedule</i> without the prior written consent of the <i>Owner</i>. Any revisions to the <i>Construction Schedule</i> approved by the <i>Owner</i> shall not be deemed to be an extension of the <i>Contract Time</i> or any <i>Milestone</i>. All requests by the <i>Contractor</i> for a revision to the <i>Construction Schedule</i> that includes an extension to the <i>Contract Time</i> or adjustment to the date of any <i>Milestone</i> must be approved by the <i>Owner</i> through an executed <i>Change Order</i>.</p>
	3.4.5	<p>Without limiting the <i>Contractor's</i> obligations under this GC 3.4, the <i>Contractor</i> shall at each site construction meeting, or every two-weeks, whichever is shorter, provide to the <i>Owner</i> and the <i>Consultant</i> a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.”</p>

SC18 GC 3.5 SUPERVISION

SC18.1	3.5.2	<p><u>Delete</u> paragraph 3.5.2 in its entirety and <u>replace</u> it with the following:</p> <p>The supervisor, and any project manager appointed by the <i>Contractor</i>, shall represent the <i>Contractor</i> at the Place of <i>Work</i> and shall have full authority to act on written instructions given by the <i>Consultant</i> and/or the <i>Owner</i> and the <i>Owner's</i> representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the <i>Contractor</i> and both the supervisor and any project manager shall have full authority to act on behalf of the <i>Contractor</i> and bind the <i>Contractor</i> in matters related to this <i>Contract</i>.</p>
SC18.2	3.5.3 and 3.5.4	<p><u>Add</u> new paragraphs 3.5.3 and 3.5.4 as follows:</p> <p>3.5.3 The <i>Owner</i>, acting reasonably, shall have the right to order the <i>Contractor</i> to remove from the <i>Project</i> any representative or employee of the <i>Contractor</i>, <i>Subcontractors</i> or <i>Suppliers</i> who, in the opinion of the <i>Owner</i>, are a detriment to the <i>Project</i>. The <i>Contractor</i> shall indemnify and save the <i>Owner</i> harmless from any claims, demands, actions, costs, expenses, losses, or damages that may arise or result from the <i>Owner</i> exercising its right under this GC 3.5.3.</p> <p>3.5.4 Notwithstanding GC 7.1, the <i>Owner</i> shall have the right to immediately, and upon <i>Notice in Writing</i>, terminate the <i>Contract</i> should the <i>Contractor</i> fail to comply with the OHSA.</p>

SC19 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

SC19.1	3.6.1	<p><u>Add</u> the words ""including any warranties and service agreements which extend beyond the term of the <i>Contract</i>" after the words "under subcontract" in the second line in paragraph 3.6.1.</p>
SC19.2	3.6.4	<p><u>Delete</u> the word "If" at the beginning of the sentence in paragraph 3.6.4 and <u>replace</u> it with "If, following execution of the <i>Contract</i>,"</p>
SC19.3	3.6.5	<p><u>Add</u> to the start of the sentence in paragraph 3.6.5 the following: "Subject to GC 3.6.8,"</p>
SC19.4	3.6.7 to 3.6.12	<p><u>Add</u> new paragraphs 3.6.7, 3.6.8, 3.6.9, 3.6.10, 3.6.11, and 3.6.12 as follows:</p> <p>3.6.7 The <i>Contractor</i> represents and warrants that it has confirmed the availability of its <i>Subcontractors</i> for the <i>Project</i> and, in particular, for the performance of their respective portions of the <i>Work</i> to ensure completion of the <i>Project</i> within the <i>Contract Price</i> and the <i>Contract Time</i>. If the <i>Contractor</i> wants to change a <i>Subcontractor</i> or <i>Supplier</i>, then:</p> <ol style="list-style-type: none"> .1 the <i>Contractor</i> shall not make such change without prior written approval of the <i>Owner</i>, which approval shall be in the sole discretion of the <i>Owner</i>; .2 the <i>Contractor</i> shall provide the <i>Owner</i> with a copy of the proposed subcontract along with pricing information and a scope of work for the <i>Owner's</i> review and consideration to inform its exercise of discretion; and

		<p>.3 if such change in <i>Subcontractor</i> is approved by the <i>Owner</i> the <i>Contractor</i> shall not be entitled to an increase in the <i>Contract Price</i> or <i>Contract Time</i> where the <i>Owner</i> approves a change in <i>Subcontractor</i> or <i>Supplier</i>.</p> <p>3.6.8 Where provided for in the <i>Procurement Documents</i>, the <i>Owner</i> may assign to the <i>Contractor</i>, and the <i>Contractor</i> agrees to accept as a subcontract, any contract procured by the <i>Owner</i> for <i>Work</i> or services required on the <i>Project</i> that has been pre-tendered or pre-negotiated by the <i>Owner</i>.</p> <p>3.6.9 The <i>Contractor</i> shall ensure that all contracts and written agreements with <i>Subcontractors</i> and <i>Suppliers</i> contain an assignment clause in favour of the <i>Owner</i>. In the event that the <i>Contract</i> is terminated, the <i>Contractor</i> shall promptly assign each of such contracts or written agreements to perform any portion of the <i>Work</i> to the <i>Owner</i>. The assignment shall only be effective after the termination of the <i>Contract</i> by the <i>Owner</i> and shall only be applicable for those subcontract agreements which the <i>Owner</i> accepts by providing a <i>Notice in Writing</i> to the <i>Subcontractor</i> or <i>Supplier</i>, as applicable, and <i>Contractor</i>. The assignment is subject to the prior rights of the surety, if any.</p> <p>3.6.10 In each of the <i>Contractor's</i> subcontracts with <i>Subcontractors</i> or <i>Suppliers</i> to perform a portion of the <i>Work</i>, the <i>Contractor</i> shall include a term in the subcontract stating that the <i>Subcontractor</i> agrees to an assignment of its subcontract by the <i>Contractor</i> to the <i>Owner</i>. The term in the subcontract shall not be enforceable until the proper termination of the <i>Contract</i> by the <i>Owner</i>.</p> <p>3.6.11 The <i>Contractor</i> shall provide the <i>Owner</i> with:</p> <p>.1 a copy of any written notices of <i>Adjudication</i> the <i>Contractor</i> receives;</p> <p>.2 notice of the date on which the adjudicator relating to such <i>Adjudication</i> receives documents under section 13.11 of the <i>Construction Act</i>; and</p> <p>.3 the adjudicator's determination of the <i>Adjudication</i> under section 13.13 of the <i>Construction Act</i>.</p> <p>The <i>Contractor</i> shall ensure its contracts with <i>Subcontractors</i> and <i>Suppliers</i> and the contracts with sub-subcontractors (of every tier) contain equivalent obligations to this GC 3.6.11 and the <i>Contractor</i> shall forthwith upon receipt provide to the <i>Owner</i> any notices of <i>Adjudication</i> and related information it receives. The <i>Contractor</i> shall be liable to and indemnify the <i>Owner</i> for any losses, damages, costs, claims and proceedings the <i>Owner</i> incurs, suffers or receives as a result of the <i>Contractor's</i> failure to comply with its obligations under this GC 3.6.11."</p>
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SC20 GC 3.7 LABOUR AND PRODUCTS

SC20.1	3.7.1	<p><u>Add</u> the words, "..., agents, <i>Subcontractors</i> and <i>Suppliers</i> " after the "employees" toward the end of line one in paragraph 3.7.1.</p> <p>-and-</p>
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		<p><u>Add</u> the following to the end of paragraph 3.7.1:</p> <p>“Without in any way limiting the generality of the foregoing, the <i>Contractor</i> shall prepare and implement the job site rules more particularly described in the tender documents. If no job site rules are described in the tender documents, the <i>Contractor</i> shall draft job site rules for the review and approval of the <i>Owner</i>. Any such job site rules prepared by the <i>Contractor</i> shall be consistent with the <i>Contractors</i> duties and obligations under the OHSa and shall also include provisions making smoking and the consumption of alcohol, cannabis products, or non-prescription drugs on the <i>Project</i> site the subject of discipline proceedings and/or termination of employment.</p>
SC20.2	3.7.2	<p><u>Add</u> the following sentence to the end of paragraph 3.7.2:</p> <p>The <i>Contractor</i> represents and warrants that the <i>Products</i> provided for in accordance with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the <i>Products</i> to seizure and/or removal from the <i>Place of the Work</i>.</p>
SC20.3	3.7.3	<p><u>Delete</u> paragraph 3.7.3 and <u>replace</u> it with the following:</p> <p><i>Products</i> provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (also known as TSSA) and all governmental authorities having jurisdiction at the <i>Place of the Work</i>, unless otherwise specified. <i>Products</i> which are not specified shall be of a quality consistent with those specified and their use acceptable to the <i>Consultant</i>. <i>Products</i> brought on to the <i>Place of the Work</i> by the <i>Contractor</i> shall be deemed to be the property of the <i>Owner</i>, but the <i>Owner</i> shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said Product shall be at the sole risk of the <i>Contractor</i>.</p>
SC20.4	3.7.4 to 3.7.7	<p><u>Add</u> new paragraphs 3.7.4, 3.7.5, 3.7.6, and 3.7.7 as follows:</p> <p>3.7.4 Upon receipt of a written notice from the <i>Consultant</i>, the <i>Contractor</i> shall dismiss from the <i>Place of the Work</i> tradesmen and labourers whose <i>Work</i> is unsatisfactory to the <i>Consultant</i> or who are considered by the <i>Consultant</i> to be unskilled or otherwise objectionable.</p> <p>3.7.5 The <i>Contractor</i> shall not employ any persons on the <i>Work</i> whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the <i>Work</i>. Any costs arising from <i>Labour Disputes</i>, as a result of the employ of any such person by the <i>Contractor</i>, its <i>Subcontractor</i> or <i>Suppliers</i> shall be the sole expense of the <i>Contractor</i>.</p> <p>3.7.6 The <i>Contractor</i> shall comply with the <i>General Labour Conditions</i> and shall also</p>

		<p>cooperate with the <i>Owner</i> and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the <i>Work</i> at the <i>Place of the Work</i>, including cooperation to attempt to avoid <i>Work</i> stoppages, trade union jurisdictional disputes and other <i>Labour Disputes</i>.</p> <p>3.7.7 The <i>Contractor</i> is responsible for the safe storage of <i>Products</i> and their protection (including <i>Products</i> supplied by the <i>Owner</i> and other contractors to be installed under the <i>Contract</i>) in such ways as to avoid dangerous conditions or contamination to the <i>Products</i> or other persons or property and in locations satisfactory to the <i>Owner</i> and the <i>Consultant</i>. The <i>Owner</i> shall provide all relevant information on the <i>Products</i> to be supplied by the <i>Owner</i>.</p>
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SC21 GC 3.8 SHOP DRAWINGS

SC21.1	3.8.2	<p><u>Add</u> the following to the end of the sentence in paragraph 3.8.2:</p> <p>Prior to the submitting its first application for payment, the <i>Contractor</i> shall prepare a <i>Shop Drawings</i> and <i>Submittals</i> schedule for review and acceptance by the <i>Owner</i> and the <i>Consultant</i>. The draft <i>Shop Drawings</i> and <i>Submittals</i> schedule shall clearly indicate the timing for submission, review, return, and resubmission (if required) of <i>Shop Drawings</i> and <i>Submittals</i>. In preparing the <i>Shop Drawings</i> and <i>Submittals</i> schedule, the <i>Contractor</i> shall comply with the requirements for <i>Shop Drawings</i> submissions stated in Division 01 of the <i>Specifications</i>. Where no schedule for the submission, review, return, and resubmission (if required) of <i>Shop Drawings</i> and <i>Submittals</i> has been agreed upon between the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i>, the <i>Contractor</i> is estopped from alleging a claim for an extension of <i>Contract Time</i> or an increase to the <i>Contract Price</i> due to a delay by the <i>Owner</i> or the <i>Consultant</i> in reviewing or returning <i>Shop Drawings</i> or <i>Submittals</i>.</p>
SC21.2	3.8.7	<p><u>Delete</u> paragraph 3.8.7 and <u>replace</u> it with the following:</p> <p>The <i>Consultant</i> will review and return <i>Shop Drawings</i> and <i>Submittals</i> in accordance with the schedule agreed upon in GC 3.8.2, or, in the absence of such schedule, within 10 <i>Working Days</i> receipt of a <i>Shop Drawing</i> or <i>Submittal</i>. If, for any reason, the <i>Consultant</i> cannot process them within the agreed-upon schedule or within the prescribed time under this GC 3.8.7, the <i>Consultant</i> shall notify the <i>Contractor</i> and they shall meet to review and arrive at a revised schedule for processing such <i>Shop Drawings</i> and <i>Submittals</i> acceptable to the <i>Owner</i>. The <i>Contractor</i> shall update the <i>Shop Drawings</i> and <i>Submittals</i> schedule to correspond to changes in the <i>Construction Schedule</i>. Changes in the <i>Contract Price</i> or <i>Contract Time</i> may be made only as otherwise provided in the <i>Contract</i>.</p>
SC21.3	3.8.8 to 3.8.17	<p><u>Add</u> new paragraphs 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12, and 3.8.13 as follows:</p>

		<p>3.8.8 The <i>Contractor</i> shall provide <i>Shop Drawings</i> and <i>Submittals</i> in the form specified, or if not specified, as directed by the <i>Consultant</i>. <i>Shop Drawings</i> provided by the <i>Contractor</i> to the <i>Consultant</i> shall indicate by stamp, date and signature of the person responsible for the review that the <i>Contractor</i> has reviewed each one of them.</p> <p>3.8.9 <i>Shop Drawings</i> which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the <i>Contractor</i> for the authority's approval.</p> <p>3.8.10 The <i>Contractor</i> shall provide revised <i>Shop Drawings</i> to correct those which the <i>Consultant</i> rejects as inconsistent with the <i>Contract Documents</i>, unless otherwise directed by the <i>Consultant</i>. The <i>Contractor</i> shall notify the <i>Consultant</i> in writing of any revisions to the <i>Shop Drawings</i> other than those requested by the <i>Consultant</i></p> <p>3.8.11 Reviewed <i>Shop Drawings</i> shall not authorize a change in the <i>Contract Price</i> and/or the <i>Contract Time</i>.</p> <p>3.8.12 The <i>Contractor</i> shall not use the term "by others" on <i>Shop Drawings</i> or other <i>Submittals</i>. The related trade, Subcontractor or Supplier shall be stated.</p> <p>3.8.13 Certain <i>Specifications</i> sections require the <i>Shop Drawings</i> to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the <i>Place of the Work</i> and shall have expertise in the area of practice reflected in the <i>Shop Drawings</i>.</p>
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SC22 GC 3.9 USE OF THE WORK

SC22.1		<p><u>Add</u> new GC 3.9 – USE OF THE WORK as follows:</p> <p>GC 3.9 USE OF THE WORK</p> <p>3.9.1 The <i>Contractor</i> shall confine <i>Construction Equipment</i>, <i>Temporary Work</i>, storage of <i>Products</i>, waste products and debris, and operations of employees and <i>Subcontractors</i> to limits indicated by laws, ordinances, permits, or the <i>Contract Documents</i> and shall not unreasonably encumber the <i>Place of the Work</i>.</p> <p>3.9.2 The <i>Contractor</i> shall not load or permit to be loaded any part of the <i>Work</i> with a weight or force that will endanger the safety of the <i>Work</i>.</p>
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SC23 GC 3.10 CUTTING AND REMEDIAL WORK

SC23.1		<p><u>Add</u> new GC 3.10 – CUTTING AND REMEDIAL WORK as follows:</p> <p>GC 3.10 CUTTING AND REMEDIAL WORK</p>
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		<p>3.10.1 The <i>Contractor</i> shall perform the cutting and remedial work required to make the affected parts of the <i>Work</i> come together properly. Such cutting and remedial work shall be performed by specialists familiar with the <i>Products</i> affected and shall be performed in a manner to neither damage nor endanger the <i>Work</i>.</p> <p>3.10.2 The <i>Contractor</i> shall coordinate the <i>Work</i> to ensure all cutting and remedial work required is kept to a minimum.</p>
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SC24 GC 3.11 CLEANUP

SC24.1		<p><u>Add</u> new GC 3.11 – CLEANUP as follows:</p> <p>GC 3.11 CLEANUP</p> <p>3.11.1 The <i>Contractor</i> shall maintain the <i>Work</i> in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the <i>Owner</i> or <i>Other Contractors</i> or their employers.</p> <p>3.11.2 Before applying for <i>Substantial Performance of the Work</i> as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, the <i>Contractor</i> shall remove waste products and debris and shall leave the <i>Place of the Work</i> clean and suitable for use or <i>Occupancy</i> by the <i>Owner</i>. All products, tools, <i>Construction Equipment</i> and <i>Temporary Work</i> not required for the performance of any remaining <i>Work</i> shall be removed by the <i>Contractor</i>.</p> <p>3.11.3 As a condition precedent to final payment in accordance with GC 5.5 – FINAL PAYMENT, the <i>Contractor</i> shall remove any remaining products, tools, <i>Construction Equipment</i>, <i>Temporary Work</i>, waste products and debris from the <i>Place of the Work</i>, to the satisfaction of the <i>Owner</i>.</p> <p>3.11.4 Cleanup during construction and the final cleaning of the <i>Place of the Work</i> is further specified in Division 01 of the <i>Specifications</i>.</p> <p>3.11.5 In the event that the <i>Contractor</i> fails to remove waste and debris as provided in this GC 3.11, then the <i>Owner</i> or the <i>Consultant</i>, may give the <i>Contractor</i> twenty-four (24) hours' written notice to meet its obligations respecting clean up. Should the <i>Contractor</i> fail to meet its obligations pursuant to this GC 3.11 within the twenty-four (24) hour period next following delivery of the notice, the <i>Owner</i> may remove such waste and debris and deduct from payments otherwise due to the <i>Contractor</i>, the <i>Owner's</i> costs for such clean up, including a reasonable markup for administration.</p>
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SC25 GC 3.12 CONTRACTOR STANDARD OF CARE

SC25.1		<p><u>Add</u> new GC 3.12 – CONTRACTOR STANDARD OF CARE as follows:</p>
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		<p>GC 3.12 CONTRACTOR STANDARD OF CARE</p> <p>3.12.1 In performing this <i>Contract</i>, the <i>Contractor</i> shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects in a first class and expeditious manner. The <i>Contractor</i> acknowledges and agrees that, throughout this <i>Contract</i>, the <i>Contractor's</i> obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The <i>Contractor</i> shall exercise the same standard of care in respect of any <i>Products</i>, personnel or procedures which it may recommend to the <i>Owner</i> or employ on the <i>Project</i>.</p> <p>3.12.2 The <i>Contractor</i> further represents, covenants and warrants to the <i>Owner</i> that:</p> <ul style="list-style-type: none"> .1 the personnel it assigns to the <i>Project</i> are appropriately experienced; .2 the <i>Contractor</i>, its <i>Subcontractors</i>, and <i>Suppliers</i> have sufficient staff of qualified and competent personnel to replace their respective appointed representatives, subject to the <i>Owner's</i> approval, in the event of death, incapacity, removal or resignation; .3 the <i>Contractor</i>, its agents, employees, representatives, <i>Subcontractors</i> and <i>Suppliers</i>, have the necessary training, licenses, and certifications required or necessary to perform the <i>Work</i>; and .4 there are no pending, threatened or anticipated claims, liabilities or contingent liabilities that would have a material effect on the financial ability of the <i>Contractor</i> to perform its work under the <i>Contract</i>.
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SC26 GC 3.13 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

SC26.1		<p><u>Add</u> new GC 3.13 – CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS as follows:</p> <p>GC 3.13 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS</p> <p>3.13.1 With the prior written approval of the <i>Owner</i>, the <i>Contractor</i> may make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the <i>Work</i> for the purpose of providing heat or power to the <i>Project</i> during the final stages of construction. In such event, and before the issuance of the certificate of <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall clean and make good, to the satisfaction of the <i>Consultant</i>, such systems and equipment as it had been permitted to use. The <i>Contractor</i> shall pay any and all costs associated with such use, cleaning and making good.</p> <p>3.13.2 Where the <i>Owner</i> has provided its consent under GC 3.13.1, or where the <i>Project</i> has obtained full or partial <i>Occupancy</i> prior to <i>Ready-for-Takeover</i>, the warranty for such mechanical or electrical systems, or equipment, shall continue to provide for its commencement at <i>Ready-for-Takeover</i>. Prior to its use, and as a condition precedent to the <i>Owner</i> providing its consent under GC 3.13.1, the <i>Contractor</i> shall</p>
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		<p>obtain, from the <i>Subcontractor</i>, the manufacturer or the <i>Supplier</i> of the systems or equipment to be used, a confirmation from such <i>Subcontractor</i>, manufacturer or <i>Supplier</i> that the warranty on such systems or equipment begins on the date of <i>Ready-for-Takeover</i> and is not impaired in scope or reduced in time by virtue of the <i>Contractor's</i> use of such systems or equipment. Should the <i>Contractor</i> fail to obtain such written confirmation from the <i>Subcontractor</i>, the manufacturer or <i>Supplier</i>, the <i>Contractor</i> shall be responsible for the cost of purchasing an extended warranty to bridge the time period from commencement of the use of the system(s) and/or equipment to <i>Ready-for-Takeover</i>. If the <i>Contractor</i> fails to obtain an extended warranty, then the <i>Owner</i> may obtain an extended warranty and charge back the cost to the <i>Contractor</i>.</p>
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SC27 GC 3.14 ENVIRONEMNTAL PROGRAMS

SC27.1		<p><u>Add</u> new GC 3.14 as follows:</p> <p>GC 3.14 ENVIRONMENTAL PROGRAMS</p> <p>3.14.1 In carrying out the <i>Work</i> under this <i>Contract</i>, the <i>Contractor</i> shall comply with all the requirements of the <i>Environmental Programs</i>.</p>
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SC28 GC 3.15 PERMIT MANAGEMENT

SC28.1		<p><u>Add</u> new GC 3.15 – PERMIT MANAGEMENT as follows:</p> <p>GC 3.15 PERMIT MANAGEMENT</p> <p>3.15.1 The <i>Owner</i> or the <i>Consultant</i> shall e-mail the building permit file or files to the <i>Contractor</i>, and the <i>Contractor</i> shall be solely responsible for, and shall bear the entire cost of, the prompt printing and distribution of sufficient copies of the building permit(s) to allow for the performance of the <i>Work</i> in accordance with the <i>Contract</i>.</p> <p>3.15.2 When requested by the <i>Consultant</i> or the <i>Owner</i>, the <i>Contractor</i> shall compile and organize all documentation required to attain <i>Occupancy</i> and submit an electronic copy of such documentation to the <i>Consultant</i>. The <i>Consultant</i> shall review the documentation submitted by the <i>Contractor</i> for the purposes of the <i>Consultant</i> preparing a compliance letter for obtaining <i>Occupancy</i>. The <i>Contractor</i> shall provide any outstanding documentation within 5 <i>Working Days</i> of the <i>Consultant</i> advising the <i>Contractor</i> of any missing documentation.</p>
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SC29 GC 3.16 EXCESS SOIL MANAGEMENT

SC29.1		<p><u>Add</u> new GC 3.16 – EXCESS SOIL MANAGEMENT as follows:</p> <p>GC 3.16 EXCESS SOIL MANAGEMENT</p> <p>3.16.1 The <i>Contractor</i> shall be solely responsible for the proper management of all <i>Excess Soil</i> at the <i>Place of the Work</i> and for performance of the <i>Work</i> in compliance with the rules, regulations and practices required by the <i>Excess Soil Regulation</i> until such time as <i>Ready-for-Takeover</i> is achieved. Without restricting the generality of the previous sentence, the <i>Contractor's</i> responsibility under this GC 3.16 includes the designation, transportation, tracking, temporary and/or final placement, record keeping, and reporting of all <i>Excess Soil</i> in connection with the <i>Work</i> all in compliance with the <i>Excess Soil Regulation</i>.</p> <p>3.16.2 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, their agents, officers, directors, administrators, governors, employees, consultants, successors and assigns from and against the consequences of any and all infractions committed by the <i>Contractor</i>, or those for whom it is responsible at law, under the <i>Excess Soil Regulation</i>, or any environmental protection legislation, including the payment of legal fees and disbursements on a substantial indemnity basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance.</p>
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SC30 GC 4.1 CASH ALLOWANCES

SC30.1	4.1.3	<p><u>Delete</u> the period at the end of the sentence in paragraph 4.1.3 and <u>replace</u> it with the following:</p> <p>“by either a <i>Supplemental Instruction</i> or (if applicable) a fully executed cash allowance disbursement authorization.”</p>
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SC31 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC31.1		<p><u>Delete</u> GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety and <u>replace</u> it with “[Intentionally left blank]”.</p> <p>-and-</p> <p><u>Delete</u> all additional references throughout the <i>Contract</i> to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER.</p>
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SC32 GC 5.2 APPLICATIONS FOR PAYMENT

SC32.1	5.2.1	<p><u>Delete</u> paragraph 5.2.1 and <u>replace</u> it with the following:</p> <p>5.2.1 On a <i>Working Day</i> that is not more than 10 calendar days prior to the end of each <i>Payment Period</i>, a representative of the <i>Contractor</i>, <i>Owner</i>, and the <i>Consultant</i> shall attend a meeting to discuss and review the <i>Work</i> completed during the <i>Payment Period</i>, including quantities, if applicable (the “Pre-Invoice Submission Meeting”). The <i>Contractor</i> shall bring with it to the <i>Pre-Invoice Submission Meeting</i> the following:</p> <ul style="list-style-type: none"> .1 a draft of its anticipated application for payment for the applicable <i>Payment Period</i>; .2 the schedule of values submitted in accordance with GC 5.2.4, and approved by the <i>Consultant</i> in accordance with GC 5.2.5; .3 <i>Subcontractor</i> and <i>Supplier</i> invoices and supporting materials; .4 receipts for reimbursable expenses (where expressly permitted by the <i>Contract</i>, if at all); .5 accounts and records documenting the cost of performing the <i>Work</i> attributable to any <i>Change Order</i> or <i>Change Directive</i>; .6 any visual documentation (photos, videos, diagrams) evidencing the progress of the <i>Work</i>; and .7 any other documents reasonably required by the <i>Contract Documents</i>, the <i>Owner</i> or <i>Consultant</i>.
SC32.2	5.2.2	<p><u>Delete</u> paragraph 5.2.2 and <u>replace</u> it with the following:</p> <p>5.2.2 Within 5 calendar days following the <i>Pre-Invoice Submission Meeting</i>, the <i>Contractor</i> shall deliver to the <i>Owner</i>, with a copy to the <i>Consultant</i>, its application for payment that complies with the requirements of GC 5.2.6 for <i>Work</i> performed during a <i>Payment Period</i> (the “Proper Invoice Submission Date”), provided that if the fifth (5th) calendar day following the <i>Pre-Invoice Submission Meeting</i> falls on a calendar day that is not <i>Working Day</i>, the <i>Proper Invoice Submission Date</i> shall be deemed to fall on the next <i>Working Day</i>. However, the following shall apply to the delivery of all <i>Contractor</i> applications for payment:</p> <ul style="list-style-type: none"> .1 If the <i>Contractor</i> fails to deliver its application for payment, at the interval prescribed in GC 5.2.2, subject to written approval by the <i>Owner</i>, the <i>Contractor</i> shall not be entitled to submit its application for payment until the next prescribed interval. Should the <i>Owner</i> decide to accept an application for payment submitted after the applicable <i>Proper Invoice Submission Date</i> (which the <i>Owner</i> is under no obligation to do), such acceptance shall not be construed as a waiver of any of the <i>Owner’s</i> rights, or as a waiver or release of the <i>Contractor’s</i> obligations to strictly comply with the requirements prescribed in this GC 5.2 – APPLICATIONS FOR PAYMENT;

		<p>.2 If an application for payment is delivered by the <i>Contractor</i> to the <i>Owner</i> on a day that is prior to an eligible <i>Proper Invoice Submission Date</i>, the application for payment will not be considered or reviewed by the <i>Owner</i> or the <i>Consultant</i> until the earliest eligible <i>Proper Invoice Submission Date</i> as identified in GC 5.2.2, at which point the application for payment will be deemed to have been received by the <i>Owner</i> and the <i>Consultant</i> for the purpose of review and evaluation;</p> <p>.3 Notwithstanding any other provision of this <i>Contract</i>, the <i>Contractor</i> shall not deliver an application for payment for consideration as a <i>Proper Invoice</i> by the <i>Owner</i>, during the <i>Restricted Period</i>;</p> <p>.4 The <i>Owner</i> and the <i>Contractor</i> hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of this GC 5.2 – APPLICATIONS FOR PAYMENTS.</p>
SC32.3	5.2.3	<p><u>Add</u> the words “and incorporated into the <i>Work</i>” after “<i>Products</i> delivered to the <i>Place of the Work</i>” in paragraph 5.2.3.</p> <p>-and-</p> <p><u>Add</u> the following to the end of paragraph 5.2.3:</p> <p>For certainty, the amount claimed shall not include any amount for:</p> <p>.1 deposits, down payments, or any other form of advance payments, paid (or to be paid) by the <i>Contractor</i>, <i>Subcontractors</i> or <i>Suppliers</i> for <i>Products</i>; and</p> <p>.2 <i>Products</i> delivered to the <i>Place of the Work</i> unless the <i>Products</i> are free and clear of all security interest, liens, and other claims of third parties and the <i>Products</i> have been incorporated into the <i>Work</i>.</p>
SC32.4	5.2.4	<p><u>Delete</u> the words “the <i>Consultant</i>, at least 15 calendar days” in paragraph 5.2.4 and <u>replace</u> them with “the <i>Owner</i> and the <i>Consultant</i>, at least 30 calendar days”.</p> <p>-and-</p> <p><u>Add</u> the following to the end of paragraph 5.2.4:</p> <p>Such statement of values shall include a line item for the <i>Contractor</i>’s allocation for “general conditions” and as subsections of “general conditions” the <i>Contractor</i> shall identify:</p> <p>.1 its allocation for the preparation and approval by the <i>Owner</i> of the <i>Baseline Schedule</i> required by GC3.4, which shall be calculated as follows:</p> <p>.1 where the <i>Contract Price</i> is \$2,000,000 or less, the lesser of \$10,000 or 5% of the total amount allocated by the <i>Contractor</i> to general conditions;</p>

		<p>.2 where the <i>Contract Price</i> is greater than \$2,000,000, the sum of \$20,000;</p> <p>.2 its allocation for the delivery of complete record <i>As-Built Drawings</i> required by GC 5.4.4.2, which shall be in the amount of 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000).</p>
SC32.5	5.2.5	In paragraph 5.2.5 <u>add</u> the words “or the <i>Owner</i> ” after the word “ <i>Consultant</i> ”.
SC32.6	5.2.6	<p><u>Delete</u> paragraph 5.2.6 and <u>replace</u> it with the following:</p> <p>5.2.6 Each application for payment submitted pursuant to GC 5.2.2 shall:</p> <p>.1 be in a form prescribed, or otherwise approved in writing, by the <i>Owner</i>;</p> <p>.2 include all of the requirements for a <i>Proper Invoice</i> prescribed by the <i>Construction Act</i> and this <i>Contract</i>;</p> <p>.3 be delivered to the <i>Owner</i> and to the <i>Consultant</i> in the same manner as a <i>Notice in Writing</i>; and</p> <p>.4 unless otherwise directed in writing by the <i>Owner</i>, be delivered to the <i>Owner's</i> representative listed in Article A-6.</p>
SC32.7	5.2.8	<p><u>Delete</u> paragraph 5.2.8 and replace it with the following:</p> <p>Any <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i> shall remain at the risk of the <i>Contractor</i> notwithstanding the title has passed to the <i>Owner</i> pursuant to GC 14.3 OWNERSHIP OF MATERIALS.</p>
SC32.8	5.2.9	<p><u>Add</u> a new paragraph 5.2.9 as follows:</p> <p>5.2.9 Upon receipt of an application for payment submitted for payment by the <i>Contractor</i> in accordance with GC 5.2 - APPLICATIONS FOR PAYMENT, the <i>Owner</i> and the <i>Consultant</i> will assess whether all of the requirements for a <i>Proper Invoice</i> are satisfied and, if the application for payment does not meet the requirements, the <i>Owner</i> or the <i>Consultant</i>, as applicable, will return the application for payment to the <i>Contractor</i> with reasons setting out why the application for payment does not meet the requirements for a <i>Proper Invoice</i> and the <i>Contractor</i> may resubmit the application for payment with all required information within three (3) <i>Working Days</i> of the <i>Contractor's</i> receipt of the <i>Owner's</i> or <i>Consultant's</i> reasons. For clarity,</p>

		<p>.1 if an application for payment does not include all of the requirements for a <i>Proper Invoice</i> required by GC 5.2.6.2, it shall not be considered a “Proper Invoice” for the purposes of the <i>Construction Act</i> and the <i>Owner</i> shall have no obligation to make a payment and the time periods set out in GC 5.3 - PAYMENTS and in Section 6.4 of the <i>Construction Act</i> shall not apply until the <i>Contractor</i> has submitted an application for payment that includes all information required by GC 5.2.6.2;</p> <p>.2 if the <i>Contractor</i> fails, refuses, or neglects to resubmits its application for payment within three (3) <i>Working Days</i> after it is returned in accordance with this GC 5.2.9, the <i>Contractor</i> shall be deemed to have failed to deliver its application for payment and GC 5.2.2.1 shall apply;</p> <p>.3 where the <i>Contractor</i> disagrees with the <i>Owner's</i> or the <i>Consultant's</i> assessment that some of the of the requirements for a <i>Proper Invoice</i> required by GC 5.2.6.2 are missing from its application for payment, nothing in this GC 5.2.9 shall prevent the <i>Contractor</i> from resubmitting the same application for payment without any additional or new information; and</p> <p>.4 the <i>Owner</i> reserves the right, in its sole, absolute and unfettered discretion, to waive an error or minor irregularity in any application for payment delivered by the <i>Contractor</i> for the purposes of deeming an application for payment a “Proper Invoice” within the meaning of the <i>Construction Act</i>, but the <i>Owner</i> shall be under no obligation to exercise this right.</p>
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SC33 GC 5.3 PAYMENT

SC33.1	5.3.1	<p><u>Delete</u> paragraph 5.3.1 in its entirety and <u>replace</u> it with the following:</p> <p>5.3.1 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> in accordance with GC 5.2 - APPLICATIONS FOR PAYMENT:</p> <p>.1 the <i>Consultant</i> will either:</p> <p>(a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a certificate for payment in; the amount applied for in the <i>Proper Invoice</i>, or</p> <p>(b) issue to the <i>Owner</i>, with a copy to the <i>Contractor</i>, a certificate for payment for an amount determined by the <i>Consultant</i> to be properly due to the <i>Contractor</i> after applying any credits, withheld amounts, <i>Delay Retention</i> and/or <i>Delay Damages</i> or other set-offs which the <i>Consultant</i> has determined that the <i>Owner</i> is entitled to notwithstanding any notice of dispute or disagreement that the <i>Contractor</i> may have served, along with the <i>Consultant's</i> reasons why an amount other than what is claimed in the <i>Proper Invoice</i> is properly due to the <i>Contractor</i>, which finding the <i>Owner</i> may accept or amend prior to the <i>Owner</i> issuing a <i>Notice of Non-Payment</i>, if any, in accordance with GC 5.3.2;</p>
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		<p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i>, on account as provided in Article A-5,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.3.2,</p> <p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p>
SC33.2	5.3.2 to 5.3.5	<p><u>Add</u> new paragraphs 5.3.2, 5.3.3, 5.3.4, and 5.3.5 as follows:</p> <p>5.3.2 In the event that the application for payment delivered by the <i>Contractor</i> pursuant to GC 5.2 – APPLICATIONS FOR PAYMENT does not include the requirements for a <i>Proper Invoice</i> or if the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, then the <i>Owner</i> shall within 14 calendar days of receipt of the application for payment, issue a <i>Notice of Non-Payment</i> (Form 1.1).</p> <p>5.3.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, as specified under GC 5.3.2, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 5 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties with the assistance of the <i>Consultant</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either party may commence an <i>Adjudication</i> in accordance with the procedures set out in the <i>Construction Act</i>. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.3.1.2.</p> <p>5.3.4 Provided that the <i>Owner</i> complies with its obligations under the <i>Construction Act</i>, and subject to any interim determination of an adjudicator in accordance with any <i>Adjudication</i> and, where applicable, a final determination made in accordance with the dispute resolution processes prescribed by this <i>Contract</i>, the <i>Owner</i> shall be entitled to claim in a <i>Notice of Non-Payment</i> a right to deduct from or, set off against, any payment of the <i>Contract Price</i>:</p> <p>.1 any amount expended by the <i>Owner</i> in exercising the <i>Owner's</i> rights under this <i>Contract</i> to perform any of the <i>Contractor's</i> obligations that the <i>Contractor</i> has failed to perform;</p> <p>.2 any damages, costs or expenses (including, without limitation, <i>Administrative Costs</i>, <i>Delay Retention</i>, <i>Delay Damages</i>, and reasonable legal fees and expenses) incurred by the <i>Owner</i> as a result of the failure of the <i>Contractor</i> to perform any of its obligations under the <i>Contract</i> or under the <i>Construction Act</i>;</p> <p>.3 any other amount owing from the <i>Contractor</i> to the <i>Owner</i> under this <i>Contract</i>.</p>

		5.3.5	The <i>Contractor</i> represents, warrants, and covenants to the <i>Owner</i> that it is familiar with its prompt payment and trust obligations under <i>the Construction Act</i> and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under <i>the Construction Act</i> including, without limitation, section 8.1 of <i>the Construction Act</i> . Evidence of the <i>Contractor's</i> compliance under this GC 5.3.5 will be made available to the <i>Owner</i> within 5 <i>Working Days</i> following receipt by the <i>Contractor</i> of a <i>Notice in Writing</i> making such request.
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SC34 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

SC34.1		<p><u>Delete</u> GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK in its entirety and <u>replace</u> it with the following:</p> <p>GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK</p> <p>5.4.1 When the <i>Contractor</i> considers that <i>Substantial Performance of the Work</i> has been achieved, the <i>Contractor</i> shall prepare and submit to the <i>Consultant</i> and the <i>Owner</i> a comprehensive list of items to be completed or corrected and apply for a review by the <i>Consultant</i> and the <i>Owner</i> to establish <i>Substantial Performance of the Work</i>. Failure to include an item on the list does not alter the responsibility of the <i>Contractor</i> to complete the <i>Contract</i>.”</p> <p>5.4.2 No later than ten (10) calendar days after receipt of the <i>Contractor's</i> list and application, the <i>Consultant</i> will complete a review of the <i>Project</i> to verify the validity of the application. No later than seven (7) calendar days after completing the review, the <i>Consultant</i> will notify the <i>Contractor</i> whether the <i>Project</i> has attained <i>Substantial Performance of the Work</i> and fix the date of <i>Substantial Performance of the Work</i> in a certificate which shall meet the requirements of the <i>Construction Act</i> for a ‘certificate of substantial performance’.</p> <p>5.4.3 Within seven (7) calendar days of receiving a signed copy of the certificate of substantial performance (as described in GC 5.4.2), the <i>Contractor</i> shall publish a copy of such certificate in the Daily Commercial News and deliver suitable evidence of such publication to the <i>Consultant</i> and the <i>Owner</i>. If the <i>Contractor</i> fails to publish the certificate and deliver evidence of same to the <i>Owner</i> and the <i>Consultant</i>, the <i>Owner</i> may publish the certificate and back-charge the <i>Contractor</i> its reasonable costs for doing so.</p> <p>5.4.4 The <i>Contractor</i> acknowledges that the <i>Submittals</i> described in this GC 5.4.4 are critical to the <i>Owner's</i> use, <i>Occupancy</i> and maintenance of the <i>Project</i> and agrees to deliver such <i>Submittals</i> to the <i>Owner</i> within thirty (30) days of the issuance of the certificate of <i>Substantial Performance of the Work</i>:</p> <p>.1 submit to the <i>Consultant</i>, with its application for payment, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, <i>Shop Drawings</i>, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other</p>
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		<p>materials or documentation required by the <i>Contract</i>, except for <i>As-Built Drawings</i>;</p> <p>.2 with respect to <i>As-Built Drawings</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i>:</p> <p>(a) full and complete <i>As-Built Drawings</i> in an electronic format acceptable to the <i>Consultant</i>, as described in the Joint Best Practice Statement – As-Built and Record Drawing issued jointly by the Ontario Association of Architects and the Ontario General Contractors Association on October 21, 2010; and</p> <p>(b) where specified as a requirement in the <i>Contract Documents</i>, full and complete as-built building information model (BIM) in IFC and RVT formats. The <i>Contractor</i> shall update the as-designed models to reflect all the site revisions due to change notices, site instructions and addenda. Laser scan or 360 video verification shall also be provided to validate the as-built condition. The verification shall be conducted prior to services being enclosed by walls, ceilings, or flooring. The as-built model shall incorporate all the built elements including but not limited to architectural, structural, mechanical, plumbing, electrical, lighting, civil, fire protection, IT and communications, vertical transportation, audio-visual, security and landscape;</p> <p>If the <i>Submittals</i> are not delivered in the required form or within the timeframe as set out in this GC 5.4.4, the <i>Owner</i> shall be at liberty to set-off from amounts otherwise payable to the <i>Contractor</i> an amount which is equal to 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000), until such time as the <i>Contractor</i> complies with its obligation to deliver full and complete record or <i>As-Built Drawings</i>, as required by the <i>Contract Documents</i>. Should the <i>Contractor</i> fail to deliver the record or <i>As-Built Drawings</i> and the as-built BIM model within such thirty (30) day period, the <i>Owner</i> shall provide notice of its set-off in accordance with the <i>Construction Act</i>, and be at liberty to apply such set-off funds to retain and pay a third party to prepare the <i>As-Built Drawings</i> and/or as-built BIM model.</p> <p>5.4.5 After publication of the certificate of the <i>Substantial Performance of the Work</i>, the <i>Contractor</i> may submit an application for payment of the <i>Construction Act</i> holdback amount, which application for payment shall:</p> <p>.1 include all of the requirements listed in EXHIBIT “1” - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE, as applicable to the application for payment of the holdback amount; and</p> <p>.2 include a statement that the <i>Contractor</i> has not received any written notices of lien or any claims for liens from any <i>Subcontractor</i> or</p> <p>After the receipt of a complete application for payment of the <i>Construction Act</i> holdback amount from the <i>Contractor</i>, the <i>Consultant</i> will issue a certificate for payment of the holdback amount, provided that such amount is subject to and will only become due and payable in accordance with this GC 5.4.5 and the <i>Construction Act</i>. Should the <i>Contractor</i> fail to provide any of the documents required as part of its application for payment of the <i>Construction Act</i> holdback amount, the <i>Owner</i> shall be entitled to publish a <i>Notice of Non-Payment of</i></p>
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		<p>holdback in accordance with GC 5.4.6.3 below, and to set-off from amounts otherwise payable to the <i>Contractor</i> an amount which is equal to 1% of the <i>Contract Price</i>, provided that such amount shall in no case be less than Five Thousand Dollars (\$5,000) or more than Fifty Thousand Dollars (\$50,000), until such time as the <i>Contractor</i> complies with its obligation under this GC 5.4.5.</p> <p>5.4.6 The <i>Construction Act</i> holdback amount shall become due and payable the day immediately following the expiration of the holdback period prescribed by the <i>Construction Act</i>, subject to the occurrence of any of the following:</p> <ul style="list-style-type: none"> .1 the preservation of a lien in respect of the <i>Project</i> that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>; .2 receipt by the <i>Owner</i> of a written notice of lien that has not been satisfied, discharged or otherwise provided for in accordance with the <i>Construction Act</i>; or .3 prior to the expiry of 40 calendar days following the publication of the certificate of <i>Substantial Performance of the Work</i>, the <i>Owner</i> publishes a <i>Notice of Non-Payment</i> of holdback in accordance with the <i>Construction Act</i>, setting out the amount of holdback that will not be paid, which may include non-payment to secure the correction of deficiencies and/or the completion of the <i>Work</i>. <p>5.4.7 For release of <i>Construction Act</i> holdback on subcontract work which is 100% complete prior to the release of holdback contemplated under GC 5.4.5, the <i>Contractor</i> may make application to the <i>Owner</i> and the <i>Consultant</i> by written request for a review by the <i>Consultant</i> to determine the date of completion of the subcontract and shall submit such supporting material as the <i>Consultant</i> may in its discretion require, including:</p> <ul style="list-style-type: none"> .1 Description of the scope of <i>Work</i> included in the subcontract. .2 Declaration of Last Supply by the <i>Subcontractor</i> as prescribed in subsection 31(5) of the <i>Construction Act</i> (Form 7). .3 Certificate of Completion of Subcontract as prescribed in subsection 33(1) of the <i>Construction Act</i> (Form 10). .4 Workplace Safety & Insurance Board clearance certificate for the <i>Contractor</i>, the <i>Subcontractor</i> concerned, and any other <i>Subcontractors</i> and <i>Suppliers</i> who have provided any services to the <i>Subcontractor</i>. .5 Statutory declaration by an officer of the <i>Subcontractor</i> in the form CCDC Document 9B - 2001. .6 <i>Contractor's</i> written acknowledgement to the <i>Owner</i> that the requirements of the <i>Contract Documents</i> will not be altered by early release of the <i>Construction Act</i> holdback of the completed subcontracts. .7 Confirmation by the bonding company that it has been notified of the intent to claim early release of holdback and does not object. .8 sufficient evidence to the <i>Owner's</i> reasonable satisfaction that, as of the date
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		of the <i>Contractor's</i> application, no claims for lien have been preserved against the <i>Place of the Work</i> that have not been vacated by the posting of security, discharged, or otherwise addressed in accordance with GC 14.7 – CONSTRUCTION LIENS.
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SC35 GC 5.5 FINAL PAYMENT

SC35.1	5.5.1	<p><u>Delete</u> paragraph 5.5.1 and <u>replace</u> it with the following:</p> <p>5.5.1 When <i>Ready-for-Takeover</i> has been achieved in accordance with GC 12.1 READY-FOR-TAKEOVER, the <i>Contractor</i> considers the <i>Work</i> is complete, and after the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i> have attended a <i>Pre-Invoice Submission Meeting</i> analogous to the requirement in GC 5.2.1, the <i>Contractor</i> may submit an application for final payment to the <i>Owner</i> and to the <i>Consultant</i>, which application for payment shall:</p> <ul style="list-style-type: none"> .1 include all of the requirements set out in GC 5.2.6, including without limitation those requirements listed in EXHIBIT “1” - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE that are specific to an application for final payment; and .2 if applicable, (a) a certificate from the <i>Consultant</i> or written confirmation from the <i>Owner</i> that the deficiencies or incomplete <i>Work</i> waived by the <i>Owner</i> pursuant to GC 12.1.2 have been fully rectified as of the date of the <i>Contractor's</i> application for final payment, and/or (b) written confirmation, signed by the <i>Owner</i> and the <i>Contractor</i>, that the <i>Contract Price</i> has been reduced by a specified amount in exchange for the <i>Owner</i> releasing the <i>Contractor</i> of its obligation to rectify the certain outstanding deficiencies and/or incomplete <i>Work</i> waived by the <i>Owner</i> pursuant to GC 12.1.2, as detailed in such written confirmation.
SC35.2	5.5.2	<p><u>Delete</u> paragraph 5.5.2 and <u>replace</u> it with the following:</p> <p>5.5.2 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment, that is a <i>Proper Invoice</i>, submitted by the <i>Contractor</i> in accordance with GC 5.5.1:</p> <ul style="list-style-type: none"> .1 the <i>Consultant</i> will either: <ul style="list-style-type: none"> (a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a certificate for final payment in the amount applied for in the <i>Proper Invoice</i>, or (b) issue to the <i>Owner</i>, with a copy to the <i>Contractor</i>, a certificate for payment for an amount determined by the <i>Consultant</i> to be properly due to the <i>Contractor</i> after applying any credits, withheld amounts, <i>Delay Retention</i> and/or <i>Delay Damages</i> or other set-offs which the <i>Consultant</i> has determined that the <i>Owner</i> is entitled to notwithstanding any notice of dispute or disagreement that the <i>Contractor</i> may have served, along with the <i>Consultant's</i> reasons why an amount other than what is claimed in the <i>Proper Invoice</i> is properly due to the <i>Contractor</i>, which finding the <i>Owner</i> may accept or amend prior to the <i>Owner</i>

		<p>issuing a <i>Notice of Non-Payment</i>, if any, in accordance with GC 5.5.3;</p> <p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 PAYMENT,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.5.3,</p> <p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p>
SC35.3	5.5.3	<p><u>Delete</u> paragraph 5.5.3 in its entirety and <u>replace</u> it with the following:</p> <p>In the event that the application for final payment delivered by the <i>Contractor</i> does not include the requirements of GC 5.5.1 (including the requirements for a <i>Proper Invoice</i>) or where the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, then the <i>Owner</i> shall within 14 calendar days of receipt of the application for payment, issue a <i>Notice of Non-Payment</i>. Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, as specified under this GC 5.5.3, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 5 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties with the assistance of the <i>Consultant</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either party may commence an <i>Adjudication</i> in accordance with the procedures set out in the <i>Construction Act</i>. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.5.2.</p>
SC35.4	5.5.4	<p><u>Delete</u> paragraph 5.5.4 in its entirety and <u>replace</u> it with the following:</p> <p>The amounts disputed and described under the <i>Notice of Non-Payment</i> shall be held by the <i>Owner</i> until all disputed portions of the <i>Proper Invoice</i> for final payment have been resolved pursuant to PART 8 – DISPUTE RESOLUTION. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.5.1.</p>

SC36 GC 5.6 DEFERRED WORK

SC36.1	5.6.2 and 5.6.3	<p><u>Add</u> new paragraphs 5.6.2 and 5.6.3 as follows:</p> <p>5.6.2 In the event of deficiencies or delays in the performance of the <i>Work</i> (including but not limited to the <i>Contractor's</i> failure to submit certificates, reports, diagrams, or other documentation required by the <i>Contract Documents</i>) or where the</p>
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		<p><i>Contractor</i> has failed, refused, or neglected to make timely payment to its <i>Subcontractor(s)</i> and/or <i>Supplier(s)</i> that the <i>Contractor</i> fails or refuses to address upon receiving notice of same in accordance with the requirements of the <i>Contract</i>, then the <i>Owner</i> may, without limiting the remedies available to it under this <i>Contract</i> and subject to the <i>Owner's</i> requirement to issue a <i>Notice of Non-Payment</i> under the <i>Construction Act</i>, retain and set off as against any payments that would otherwise be owing to the <i>Contractor</i>, the <i>Owner's Direct Costs</i> and <i>Administration Costs</i> to rectify such deficiencies or delays, or such amount as to protect the <i>Owner</i> from any potential liability arising from the <i>Contractor's</i> non-payment to its <i>Subcontractor(s)</i> or <i>Supplier(s)</i> as determined by the <i>Consultant</i>, or if the <i>Consultant</i> is unable to provide a determination, in an amount reasonably determined by the <i>Owner</i>.</p> <p>5.6.3 In addition to any rights the <i>Owner</i> has pursuant to the <i>Construction Act</i> and subject to the <i>Owner's</i> requirement to issue a <i>Notice of Non-Payment</i> under the <i>Construction Act</i>, if a lien is registered or an action commenced against the <i>Owner</i>, the <i>Owner</i> shall have the right to withhold from any money otherwise due to the <i>Contractor</i>, the full amount claimed in the lien action plus an additional amount sufficient to satisfy all of the <i>Owner's</i> expenses relating to such lien action, including legal and consulting costs. These funds, less expenses incurred, shall be released to the <i>Contractor</i> upon the full discharge of all liens and dismissal of all actions against the <i>Owner</i>.</p>
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SC37 GC 5.8 METHOD OF PAYMENT

SC37.1		<p>Add new GC 5.8 – METHOD OF PAYMENT as follows:</p> <p>GC 5.8 METHOD OF PAYMENT</p> <p>5.8.1 The <i>Owner</i> may, at its own discretion, issue payment to both the <i>Contractor</i> and <i>Subcontractor</i> in a single cheque.</p>
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SC38 GC 6.1 CHANGES

SC38.1	6.1.1.2	<p>Add the words "or <i>Change Directive</i>" to the end of the sentence in paragraph 6.1.1.2.</p>
SC38.2	6.1.2	<p>Delete the words "<i>Change Order</i> or a <i>Change Directive</i>" in paragraph 6.1.2 and replace them with the following:</p> <p>signed <i>Change Order</i> in the form attached to the Supplementary Conditions as Appendix 1 or a signed <i>Change Directive</i>. This requirement is of the essence of the <i>Contract</i> and it is the express intention of the parties that any claims by the <i>Contractor</i> for a change in the <i>Contract Price</i> and/or <i>Contract Time</i> shall be barred unless there has been strict compliance with PART 6 CHANGES IN THE WORK. No verbal dealings between the parties and no implied acceptance of alternations or additions to the <i>Work</i> and no claims that the <i>Owner</i> has been unjustly enriched by any alteration or addition to the <i>Work</i>,</p>

		whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for an increase to the <i>Contract Price</i> or an extension of the <i>Contract Time</i> .
SC38.3	6.1.3 and 6.1.4	<p><u>Add</u> new paragraphs 6.1.3 and 6.1.4 as follows:</p> <p>6.1.3 Notwithstanding any other provision of this <i>Contract</i>, there shall be no adjustment to the <i>Contract Price</i> or to the <i>Contract Time</i> where the change in the <i>Work</i> arises due to (a) the <i>Contractor</i> failing to properly direct, manage, supervise, and/or coordinate the overall construction means, methods, techniques, sequences or procedures used to undertake the <i>Work</i>, or (b) the <i>Contractor</i> failing to properly sequence and coordinate the various parts of the <i>Work</i>, including the <i>Work</i> of <i>Subcontractors</i>, <i>Suppliers</i>, and <i>Other Contractors</i> so as to not interfere, interrupt, obstruct, delay or otherwise affect the efficient and expeditious performance of the <i>Work</i>. For certainty, any changes in the <i>Work</i> arising under the circumstances described in this GC 6.1.3 are deemed to be included in the <i>Contract Price</i>, and the <i>Owner</i> shall be entitled to reject any claims for changes to the <i>Contract Price</i> or the <i>Contract Time</i> arising therefrom.</p> <p>6.1.4 Save and except where the <i>Owner</i> determines that a <i>Change Order</i>, or a portion thereof, will be valued and paid for as a lump sum in accordance with GC 6.2.3.1 (in which case all supporting documentation must be submitted to and approved by the <i>Owner</i> prior to the <i>Contractor</i> commencing performance of the change, or the applicable lump sum portion thereof), all supporting documentation for <i>Change Orders</i> and <i>Change Directives</i> must be submitted by the <i>Contractor</i> to the <i>Owner</i>, with a copy to the <i>Consultant</i>, within 30 calendar days following completion of the <i>Work</i> prescribed in the <i>Change Order</i> or <i>Change Directive</i>, as certified by the <i>Consultant</i>. Upon the expiry of the deadline prescribed by this GC 6.1.4, the <i>Contractor</i> is deemed to have delivered all relevant materials for the <i>Owner's</i> evaluation of the <i>Contractor's</i> total claim for an adjustment to the <i>Contract Price</i> and/or <i>Contract Time</i>, and no further documents may be submitted to the <i>Owner</i>, unless, in its sole and absolute discretion, the <i>Owner</i> agrees in writing to waive or extend the timing for the submission of the <i>Contractor's</i> supporting documentation. If the <i>Owner</i> has not received any of the prescribed supporting documentation prior to the deadline, the <i>Contractor</i> shall be deemed to have waived its right to receive compensation or an extension of the <i>Contract Time</i> for the <i>Work</i> described in the <i>Change Order</i> or <i>Change Directive</i>.</p>

SC39 GC 6.2 CHANGE ORDER

SC39.1	6.2.1	<p><u>Delete</u> paragraph 6.2.1 and <u>replace</u> it with the following:</p> <p>6.2.1 The following shall apply to changes in the <i>Work</i> and changes to the <i>Contract Time</i> for the <i>Work</i>:</p> <p>.1 When a change in the <i>Work</i> or a change in the <i>Contract Time</i> for the <i>Work</i> is proposed by the <i>Owner</i> or pursuant to the requirements of the <i>Contract</i>, the <i>Owner</i> must initiate the process for a <i>Change Order</i> or <i>Change Directive</i>:</p>
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		<p>(a) the <i>Consultant</i> shall provide the <i>Contractor</i> with a written description of the proposed change in the <i>Work</i>;</p> <p>(b) within 5 <i>Working Days</i> of receiving the <i>Consultant's</i> notice described above, the <i>Contractor</i> shall notify the <i>Consultant</i>, with a copy to the <i>Owner</i>, if, as a result of the proposed or required change, it will claim an adjustment to the <i>Contract Price</i> or the <i>Contract Time</i> and shall include with such notice a written explanation, including anticipated costing information, describing the impact on the <i>Contract Time</i> and/or <i>Contract Price</i>;</p> <p>(c) if the <i>Owner</i> decides to proceed, or must proceed pursuant to the terms of the <i>Contract</i>, with the proposed change, the <i>Consultant</i> shall issue a <i>Contemplated Change Notice</i> to the <i>Contractor</i> describing the proposed scope of the change and the method (or combination of methods) described in GC 6.2.3 to be used for evaluating the change in the <i>Contract Price</i>, if any, arising from the proposed change; and</p> <p>(d) the <i>Contractor</i> shall, as soon as practicable and in any event within 10 <i>Working Days</i> after receipt of a <i>Contemplated Change Notice</i> or such longer period as the parties may agree acting reasonably, present to the <i>Consultant</i>, with a copy to the <i>Owner</i>, a detailed breakdown, estimate, and other information (a "Change Estimate") that can be reasonably evaluated having regard to the scope of the change prescribed by the <i>Consultant</i> in the <i>Contemplated Change Notice</i>, which <i>Change Estimate</i> shall include the following information:</p> <p>(i) where the <i>Contemplated Change Notice</i> prescribes that a lump sum estimate is required for all or part of the change, in accordance with GC 6.2.3.1, a proposed lump sum adjustment to the <i>Contract Price</i>;</p> <p>(ii) where the <i>Contemplated Change Notice</i> prescribes that unit prices shall apply to all or part of the change, in accordance with GC 6.2.3.2, a summary of the quantities of <i>Product(s)</i> required to complete the change and the impact on the <i>Contract Price</i> relying on the unit prices prescribed by the <i>Contract Documents</i> or, where no unit prices are prescribed, proposed unit rates for each <i>Product</i> to be used to perform the change;</p> <p>(iii) where the <i>Contemplated Change Notice</i> prescribes that time and material costs shall apply for all or part of the change, in accordance with GC 6.2.3.3, a detailed estimate of the <i>Direct Costs</i> to be expended by the <i>Contractor</i> and each <i>Subcontractor</i> to perform the change;</p> <p>(iv) sufficient information to demonstrate that the markup portion of any <i>Change Estimate</i> has been calculated in accordance with GC 6.2.5;</p> <p>(v) <i>Subcontractor</i> and <i>Supplier</i> quotations, receipts, and vouchers;</p> <p>(vi) identification of any additional bonding costs, in accordance with GC 6.2.6;</p> <p>(vii) identification and evidence of the commercially reasonable steps the <i>Contractor</i> has taken (or will take) to minimize any increase to</p>
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		<p>the <i>Contract Price</i> and to maximize a reduction in the <i>Contract Price</i>, including the use of competitive quotes or tenders;</p> <p>(viii) a description of the steps the <i>Contractor</i> will take to implement the change, including such detail as may be necessary in the circumstances or that is expressly requested in the <i>Contemplated Change Notice</i>, which may include a schedule for the performance of the change, a draft updated <i>Construction Schedule</i> (including proposed adjustment(s) to the <i>Contract Time</i>, if any), staging plan, contact list, description of roles and responsibilities;</p> <p>(ix) a description of the steps the <i>Contractor</i> has taken (or will take) to mitigate the impact of the change on the <i>Contract Price</i> and the <i>Contract Time</i>; and</p> <p>(x) identification of any permits, licenses, or approvals, if any, that must be obtained to perform the contemplated change.</p> <p>(e) As soon as practicable following receipt of a <i>Change Estimate</i>, but in any event within the next 15 <i>Working Days</i>, the <i>Owner</i> shall evaluate the <i>Change Estimate</i> and may</p> <p>(i) accept the <i>Change Estimate</i> as presented by issuing a <i>Change Order</i> through the <i>Consultant</i>,</p> <p>(ii) request additional information from the <i>Contractor</i> to supplement the <i>Change Estimate</i>,</p> <p>(iii) negotiate adjustments to the <i>Change Estimate</i> and accept the revised <i>Change Estimate</i> by issuing a <i>Change Order</i> through the <i>Consultant</i>,</p> <p>(iv) direct the <i>Consultant</i> to issue a <i>Change Directive</i>, following which GC 6.3 CHANGE DIRECTIVE shall apply to the proposed change; and/or</p> <p>(iv) deliver notification to the <i>Contractor</i> that the <i>Owner</i> has withdrawn the <i>Contemplated Change Notice</i>.</p> <p>During such evaluation period (including any extension thereof reasonably agreed upon by the parties) the <i>Owner</i> and the <i>Contractor</i> shall use good faith efforts to exchange information, data, and strategies, in an effort to implement the proposed change as expeditiously as possible, while mitigating the impacts, if any, on the <i>Contract Time</i> and <i>Contract Price</i>.</p> <p>(f) If the <i>Owner</i> does not issue a <i>Change Order</i> or <i>Change Directive</i> through the <i>Consultant</i> during the evaluation period described in GC 6.2.1.1(e), including any extension thereof, the <i>Contemplated Change Notice</i> shall be deemed to be withdrawn.</p> <p>.2 When a change in the <i>Work</i> or a change in the <i>Contract Time</i> for the <i>Work</i> is proposed by the <i>Contractor</i>,</p> <p>(a) the <i>Contractor</i> shall deliver to the <i>Owner</i> and the <i>Consultant</i> a <i>Notice in</i></p>
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		<p>Writing that sets out:</p> <ul style="list-style-type: none"> (i) sufficient details of the proposed change so as to enable the <i>Owner</i> and the <i>Consultant</i> to conduct a preliminary evaluation of the proposed change, including anticipated costing information, describing the impact, if any, on the <i>Contract Time</i> and/or <i>Contract Price</i>; (ii) the reasons for the <i>Contractor's</i> proposed change, including reference to any applicable provisions of the <i>Contract</i> prompting proposed change; and (iii) any time constraints that may influence the cost, cost savings, or impact on the <i>Contract Time</i> of the proposed change, including an estimate of the latest possible date for the issuance of the <i>Contemplated Change Notice</i>. <p>(b) If the <i>Owner</i> elects, in its sole discretion and without obligation, to consider the change proposed by the <i>Contractor</i>, the <i>Owner</i> may direct that the <i>Consultant</i> issue a <i>Contemplated Change Notice</i> and the procedure in GC 6.2.1.1(c) to GC 6.2.1.1(f) shall apply.</p>
SC39.2	6.2.3 to 6.2.6	<p><u>Add</u> new paragraphs 6.2.3, 6.2.4, 6.2.5 and 6.2.6 as follows:</p> <p>6.2.3 The value of a change shall be determined in one or more of the following methods as prescribed by the <i>Owner</i> and identified in the <i>Contemplated Change Notice</i> issued by the <i>Consultant</i> in accordance with GC 6.2.1.1(c):</p> <ul style="list-style-type: none"> .1 (Lump Sum) by estimate and acceptance of a lump sum, which shall include as part of the lump sum the permitted markup(s) for changes in the <i>Work</i> set out in GC 6.2.5 .2 (Unit Prices) by unit prices established in the <i>Contract Documents</i> or subsequently agreed upon. Unit prices shall include the permitted markup for changes in the <i>Work</i> set out in GC 6.2.5, and shall be the total cost to the <i>Owner</i>. Adjustment to the <i>Contract Price</i> shall be based on a net quantity difference from the original quantity. .3 (Time and Material Costs) by the amount, net of all credits, expended that specifically relate to and are directly attributable to the implementation of the change and that would not have otherwise been incurred in the delivery of the <i>Project</i> : <ul style="list-style-type: none"> (a) by a <i>Subcontractor</i> (or <i>Supplier</i>) <ul style="list-style-type: none"> (i) the <i>Direct Costs</i> (without mark-up) incurred by the <i>Subcontractor</i> (or <i>Supplier</i>) directly to perform the change, plus (ii) the <i>Subcontractor's</i> (or <i>Supplier's</i>) permitted mark-up for changes in the <i>Work</i> set out in GC 6.2.5 which applies to the <i>Subcontractor's</i> (or <i>Supplier's</i>) <i>Direct Costs</i> only; and (b) by the <i>Contractor</i>

		<p>(i) the <i>Direct Costs</i> (without mark-up) incurred by the <i>Contractor</i> directly to perform the change, plus</p> <p>(iii) the <i>Contractor's</i> permitted mark-up(s) for changes in the <i>Work</i> set out in GC 6.2.5, which applies to the <i>Contractor's Direct Costs</i> only.</p> <p>6.2.4 During the performance of the <i>Contract</i>, including the performance of any changes, the <i>Wage Schedule</i> for the <i>Contractor</i>, and any <i>Subcontractor</i>, as applicable, shall be determined in accordance with this GC 6.2.4.</p> <p>.1 Where a <i>Contractor</i> and/or <i>Subcontractor Wage Schedule</i> is included in the <i>Contractor's Procurement Response</i> and has been approved in writing by the <i>Owner</i>, such <i>Wage Schedule</i> shall apply for the duration of the <i>Contract</i>.</p> <p>.2 Where no <i>Contractor</i> or <i>Subcontractor Wage Schedule</i> is included in the <i>Contractor's Procurement Response</i> or the <i>Wage Schedule</i> included in the <i>Contractor's Procurement Response</i> has not been approved by the <i>Owner</i>, upon the reasonable request by the <i>Owner</i> or the <i>Consultant</i> or as may be necessary as part of a <i>Change Estimate</i>, the <i>Contractor</i> shall submit to the <i>Owner</i> and the <i>Consultant</i> a <i>Wage Schedule</i> for the <i>Contractor's</i> own personnel and/or labour and for any <i>Subcontractor</i> labour requested by the <i>Owner</i> or the <i>Consultant</i> or as may be necessary to substantiate a <i>Change Estimate</i>. The <i>Contractor's</i> proposed <i>Wage Schedule</i> shall be accompanied by information and evidence that reasonably demonstrates that the proposed <i>Wage Schedule</i> represents value for money commensurate with hourly rates, benefits, and payroll burden that could be obtained in the open market and shall include industry benchmarking data to facilitate the <i>Owner's</i> evaluation of the proposed <i>Wage Schedule</i>. The <i>Owner</i> will evaluate the proposed <i>Wage Schedule</i> and, if acceptable in whole or in part, the <i>Owner</i> will deliver a <i>Notice in Writing</i> confirming the acceptable <i>Wage Schedule</i>. If the <i>Owner</i> does not approve of all or a portion of the proposed <i>Wage Schedule</i>, the <i>Owner</i> and the <i>Contractor</i> shall request that the <i>Consultant</i> make an interim determination setting the <i>Wage Schedule</i> so that the <i>Work</i> can proceed and the <i>Owner</i> and the <i>Contractor</i> shall fully and finally settle the disputed <i>Wage Schedule</i> in accordance with the dispute resolution provision of the <i>Contract</i>. Once approved in writing by the <i>Owner</i>, or resolved pursuant to the dispute resolution process, the settled <i>Wage Schedule</i> shall apply for the duration of the <i>Contract</i>, including any subsequent changes to the <i>Work</i> or the <i>Contract Time</i> for the <i>Work</i>.</p> <p>6.2.5 The permitted markup set out in this GC 6.2.5, to be identified and included in any <i>Change Estimate</i>, is intended to cover all profit, general expenses, and overhead costs to be incurred by the <i>Contractor</i>, <i>Subcontractors</i>, and <i>Suppliers</i>, in relation to a proposed change including, but not limited to, head office and head office personnel costs, administration, estimating, supervision, <i>Subcontractor</i> and <i>Supplier</i> coordination, project management, general cleanup, small tools, <i>As-Built Drawings</i>, warranty, job safety costs, parking, and all fees, costs, burdens (other than payroll burden permitted under any <i>Wage Schedule</i>), and expenses related to the processing and the performance of the change specified in a <i>Contemplated Change Notice</i>. Without limiting the generality of the foregoing, the markups are intended to compensate the <i>Contractor</i> for all costs that are not <i>Direct Costs</i>. The following markups (for</p>
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		<p>overhead, profit, and general expenses combined) and only such markups are permitted for any change under GC 6.1 OWNER'S RIGHT TO MAKE CHANGES:</p> <ol style="list-style-type: none"> .1 <i>Contractor's</i> markup on the <i>Direct Costs</i> incurred directly by the <i>Contractor</i> shall be 10% of such <i>Direct Costs</i>; .2 <i>Subcontractor's</i> (or <i>Supplier's</i>) markup on the <i>Direct Costs</i> incurred directly by the <i>Subcontractor</i> (or <i>Supplier</i>) shall be a maximum of 10% of such <i>Direct Costs</i>; and .3 <i>Contractor's</i> markup on the <i>Direct Costs</i> incurred directly by a <i>Subcontractor</i> or <i>Supplier</i> (excluding the <i>Subcontractor's</i> or <i>Supplier's</i> markup specified in GC 6.2.5.2) shall be 7.5% of such <i>Direct Costs</i>. <p>6.2.6 Notwithstanding anything in this GC 6.2 CHANGE ORDER, the <i>Contractor</i> may claim additional costs for bonding and insurance in its application for a change in the <i>Contract Price</i>, without markup, provided that documentation is provided to the <i>Owner</i> to substantiate and verify the additional costs incurred or to be incurred in accordance with GC 11.1.6 and GC 11.1. Supporting documentation shall include, but not be limited to, written verification of a new certificate of insurance or bond identifying the variance in cost. The <i>Owner</i>, in its sole discretion, will determine whether the documentation is sufficient to warrant and pay for additional costs for bonding and/or insurance. If approved by the <i>Owner</i>, additional costs for bonding and/or insurance may be claimed by the <i>Contractor</i> as a separate item on a <i>Change Order</i> or in the <i>Contractor's</i> application for release of holdback.</p>
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SC40 GC 6.3 CHANGE DIRECTIVE

SC40.1	6.3.1	<p><u>Add</u> the following to the end of paragraph 6.3.1:</p> <p>The <i>Owner</i> may make minor changes to the <i>Work</i> by issuing a <i>Change Directive</i>. Such minor changes will not require an adjustment to the <i>Contract Price</i> or the <i>Contract Time</i>, if such minor change is within the general scope of the <i>Work</i> and consistent with the intent of the <i>Contract Documents</i>.</p>
SC40.2	6.3.3	<p><u>Delete</u> paragraph 6.3.3 and <u>replace</u> it with the words "Intentionally deleted".</p>
SC40.3	6.3.6	<p><u>Delete</u> paragraph 6.3.6 in its entirety, including all subparagraphs and <u>replace</u> it with the following:</p> <p>6.3.6 The adjustment in the <i>Contract Price</i> for a change carried out by way of a <i>Change Directive</i> shall be determined on the basis of the cost of the <i>Contractor's</i> actual expenditures and savings attributable to the <i>Change Directive</i>, valued in accordance with GC 6.2.3.3 and as follows:</p>

		<p>.1 If the change results in a net increase in the Contractor's cost, the <i>Contract Price</i> shall be increased by the amount of the net increase in the Contractor's cost, including the Contractor's markup established in accordance with GC 6.2.5.</p> <p>.2 If the change results in a net decrease in the Contractor's cost, the <i>Contract Price</i> shall be decreased by the amount of the net decrease in the Contractor's cost, without adjustment for the Contractor's markup on the net decrease to the <i>Contract Price</i> established in accordance with GC 6.2.5.</p>
SC40.4	6.3.7	<p><u>Delete</u> the preamble in paragraph 6.3.7 and <u>replace</u> it with the following:</p> <p>The cost of performing the work attributable to the <i>Change Directive</i> shall be limited to the actual <i>Direct Costs</i> incurred by the Contractor, its Subcontractor(s) or Supplier(s), as applicable, to the extent such expenditures specifically relate to and are directly attributable to the implementation of the <i>Change Directive</i>, and that would not have otherwise been incurred in the delivery of the Project. "Direct Costs" in this Contract, subject to the limitations set out in GC 6.3.14 and GC 6.3.15, refer to the aggregate total, without duplication, of the following amounts as paid or incurred in the performance of the Work:</p>
SC40.5	6.3.7.1	<p><u>Delete</u> paragraph 6.3.7.1 in its entirety, and <u>replace</u> it with the following:</p> <p>.1 labour and personnel costs incurred by the Contractor applying the wages and related costs set out in the <i>Wage Schedule</i> established in accordance with GC 6.2.4 for:</p> <p>(1) trade labour in the direct employ of the Contractor;</p> <p>(2) the Contractor's personnel when stationed full-time at the field office; or</p> <p>(3) the Contractor's personnel engaged at shops or on the road, in expediting the production or transportation of <i>Products</i> or <i>Construction Equipment</i>.</p>
SC40.6	6.3.7.7	<p><u>Delete</u> the words "described in paragraph 6.3.7.1" and <u>replace</u> them with "approved by the Owner in writing and in advance of any such expenses being incurred" in paragraph 6.3.7.7.</p>
SC40.7	6.3.7.9	<p><u>Add</u> the following at the end of the sentence in paragraph 6.3.7.9: "...when specifically requested by the Owner or as directed by the Consultant".</p>
SC40.8	6.3.7.10	<p><u>Add</u> the following at the end of the sentence in paragraph 6.3.7.10: "... provided that they</p>

		are not caused by negligent acts or omissions of the <i>Contractor</i> ".
SC40.9	6.3.7.12	<u>Delete</u> paragraph 6.3.7.12 in its entirety and <u>replace</u> it with "[Intentionally blank]."
SC40.10	6.3.7.13	<u>Delete</u> subparagraph 6.3.7.13 in its entirety and <u>replace</u> it with "[Intentionally blank]."
SC40.11	6.3.7.15	<u>Delete</u> subparagraph 6.3.7.15 in its entirety and <u>replace</u> it with "[Intentionally blank]."
SC40.12	6.3.7.17	<u>Delete</u> subparagraph 6.3.7.17 in its entirety and <u>replace</u> it with "[Intentionally blank]."
SC40.13	6.3.11	<p><u>Delete</u> paragraph 6.3.11 and <u>replace</u> with the following:</p> <p>Pending determination of the value of a <i>Change Directive</i>, the value of the work performed as a result of the <i>Change Directive</i> is not eligible to be included in progress payments except by way of a <i>Change Order</i>.</p>
SC40.14	6.3.14	<p><u>Add</u> new paragraph 6.3.14 as follows:</p> <p>6.3.14 For certainty, <i>Direct Costs</i>, when incurred by the <i>Contractor</i>, its <i>Subcontractors</i> or <i>Suppliers</i>, do not include:</p> <ul style="list-style-type: none"> .1 head office salaries and benefits and all other overhead or general expenses or any other items identified in GC 6.2.5 as being covered by the permitted markups listed in GC 6.2.5; .2 capital expenses and interest on capital; .3 general clean-up, except where the performance of the <i>Work</i> in the <i>Change Directive</i> causes specific additional clean-up requirements; .4 wages paid for field supervision of <i>Subcontractors</i>; .5 rentals, or other expenses that exceed the rates that are standard in the locality of the <i>Place of the Work</i> that are otherwise deemed unreasonable by the <i>Consultant</i>; .6 any costs or expenses attributable to the negligence, improper <i>Work</i>, deficiencies, or breaches of contract by the <i>Contractor</i> or any <i>Subcontractor</i>, <i>Supplier</i>, or any sub-subcontractor at any tier; and

		.7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the <i>Owner</i> .
SC40.15	6.3.15	<p><u>Add</u> new paragraph 6.3.15 as follows:</p> <p>6.3.15 Any cost fee, charge, or expense incurred by the <i>Contractor</i> in the performance of a change that is not expressly identified as a <i>Direct Cost</i> under this <i>Contract</i> is presumptively non-compensable. Any uncertainty or ambiguity as to whether a cost, fee, charge, or expense incurred by a <i>Contractor</i> as part of a change is an eligible <i>Direct Cost</i> shall be submitted to the <i>Consultant</i> for a determination in accordance with GC 8.1.1 and will be further subject to the dispute resolution process established in PART 8 DISPUTE RESOLUTION.</p>

SC41 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC41.1	6.4.1	<p><u>Delete</u> paragraph 6.4.1 and <u>replace</u> it with the following:</p> <p>6.4.1 Having regard to the amount of time between the <i>Owner</i> issuing the <i>Procurement Documents</i> and the closing date of the procurement, as well as any requirement for proponents to attend a tour of the <i>Place of the Work</i> during the procurement process, the <i>Contractor</i> confirms that, prior to submitting its <i>Procurement Response</i>, it carefully investigated the current conditions at the <i>Place of the Work</i>, and applied to that investigation the degree of care and skill described in GC 3.15.1. If the <i>Contractor</i> has failed, neglected, or refused to conduct such careful investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the <i>Work</i> which could make the <i>Work</i> more expensive or more difficult to perform than was contemplated at the time the <i>Contract</i> was executed. No claim by the <i>Contractor</i> will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the <i>Contract</i>.</p>
SC41.2	6.4.2	<p><u>Add</u> a new first sentence to paragraph 6.4.2 which reads as follows:</p> <p>6.4.2 Having regard to the <i>Contractor's</i> obligation to investigate the <i>Place of the Work</i> under GC 6.4.1, if the <i>Contractor</i> believes that the conditions of the <i>Place of the Work</i> differ materially from those reasonably anticipated to exist and generally recognized as inherent in construction activities of similar projects, differ materially from those indicated in the <i>Contract Documents</i>, or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1, then the <i>Contractor</i> shall deliver a <i>Notice in Writing</i> to the <i>Owner</i> and <i>Consultant</i> no later</p>

		<p>than five (5) <i>Working Days</i> after the first observation of such conditions by the <i>Contractor</i> or its <i>Subcontractor</i> or <i>Supplier</i>. No adjustment to the <i>Contract Price</i> or extension of <i>Contract Time</i> shall be made for unknown or discovered conditions unless <i>Notice in Writing</i> is delivered in accordance with this GC 6.4.2.</p> <p>-and-</p> <p>In the existing second sentence of paragraph 6.4.2, in the second line, following the word “materially”, <u>add</u> the words “or were concealed from discovery notwithstanding the conduct of the investigation described in GC 6.4.1.”</p>
SC41.3	6.4.3	<p><u>Delete</u> paragraph 6.4.3 and <u>replace</u> with the following:</p> <p>6.4.3 If the <i>Consultant</i> makes a finding pursuant to GC 6.4.2 that no change in the <i>Contract Price</i> or the <i>Contract Time</i> is justified, the <i>Consultant</i> shall report in writing the reasons for this finding to the <i>Owner</i> and the <i>Contractor</i>.</p>

SC42 GC 6.5 DELAYS

SC42.1	6.5.1	<p><u>Delete</u> paragraph 6.5.1 and <u>replace</u> it with the following:</p> <p>6.5.1 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by the <i>Owner</i>, the <i>Consultant</i>, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the <i>Contract Documents</i>, and if the <i>Contractor</i> can demonstrate that the critical path shall be impacted by the delay given the logic presented in the most recent <i>Construction Schedule</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. Subject to the <i>Contractor's</i> obligation to mitigate costs, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable <i>Direct Costs</i> directly flowing from the extension of the <i>Contract Time</i>, but excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or opportunity.”</p>
SC42.2	6.5.2	<p><u>Delete</u> paragraph 6.5.2 and <u>replace</u> it with the following:</p> <p>6.5.2 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by a stop work order issued by a court or other public authority and providing that such order was issued on account of a direct breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes by the <i>Owner</i>, the <i>Owner's</i> other contractor(s), or the <i>Consultant</i>, and relating to the <i>Work</i> or the <i>Place of the Work</i>, and if the <i>Contractor</i> can demonstrate that the critical path shall be impacted by the delay given the logic presented in the most recent <i>Construction Schedule</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. Subject to the <i>Contractor's</i></p>

		obligation to mitigate costs, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable <i>Direct Costs</i> directly flowing from extension of the <i>Contract Time</i> , but excluding any consequential, indirect or special damages, and excluding any claims for loss of profit or opportunity.
SC42.3	6.5.3	<p><u>Delete</u> paragraph 6.5.3 and <u>replace</u> it with the following:</p> <p>6.5.3 If the performance of the <i>Work</i> or the performance of any other obligation(s) of a party to this <i>Contract</i> is delayed by <i>Force Majeure</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> in consultation with the <i>Owner</i> and the <i>Contractor</i> shall agree. The extension of time shall not be less than the time lost as a result of the <i>Force Majeure</i> event causing the delay, unless the <i>Contractor</i> agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the <i>Contract Time</i> attributable to the <i>Force Majeure</i> event, the <i>Owner</i> and the <i>Contractor</i> shall execute a <i>Change Order</i> issued by the <i>Consultant</i> indicating the length of the extension to the <i>Contract Time</i> and confirming that there are no costs payable by either party to the other for the extension of <i>Contract Time</i>.</p> <p>.1 Notwithstanding the foregoing, the <i>Owner</i>, through the <i>Consultant</i>, may issue a <i>Change Directive</i> requiring the <i>Contractor</i> to undertake those specific actions identified in the <i>Change Directive</i> as the <i>Contractor</i> can reasonably and safely initiate to remove or relieve either the <i>Force Majeure</i> or its direct or indirect effects on the <i>Project</i>, in which case the <i>Contract Price</i> will be adjusted in accordance with GC 6.3.7. If the <i>Contractor</i> fails within the time period specified in the <i>Change Directive</i> to take such action, then the <i>Owner</i> may, at its sole and absolute discretion and after it has given written notice to the <i>Contractor</i>, take some or all of such actions to partially or wholly remove or relieve such <i>Force Majeure</i> or its direct or indirect effects, and thereafter require the <i>Contractor</i> to resume the performance of the <i>Work</i>.</p>
SC42.4	6.5.4	<p><u>Delete</u> paragraph 6.5.4 and <u>replace</u> it with the following:</p> <p>6.5.4 No extension of the <i>Contract Time</i> shall be made for delay (under GC 6.5.1, 6.5.2, or 6.5.3) and no additional compensation will be paid (under GC 6.5.1 or 6.5.2) unless <i>Notice in Writing</i> of the cause of the delay is given by the <i>Contractor</i> to the <i>Owner</i> and to the <i>Consultant</i> not later than 5 <i>Working Days</i> after commencement of the delay. In the case of a continuing cause of delay only one <i>Notice in Writing</i> shall be necessary. For the <i>Notice in Writing</i> to be valid under this GC 6.5.4 it must include specific details about:</p> <p>.1 the cause of the delay;</p> <p>.2 the impact the delay will have on the <i>Contract Time</i>, as demonstrated through an analysis of the critical path based on the logic presented in the most recent</p>

		<p><i>Construction Schedule</i>, and details of the extension of time being requested;</p> <p>.3 the likely effect the delay will have on payment, if any; and</p> <p>.4 mitigation efforts, if any, undertaken by the <i>Contractor</i> or, where no mitigation efforts have been undertaken by the <i>Contractor</i>, the reasons why mitigation is either not possible or has not been undertaken by the <i>Contractor</i>.</p> <p>Compliance with the notice requirements of this GC 6.5.4 does not entitle the <i>Contractor</i> to an extension of the <i>Contract Time</i> and/or adjustment to the <i>Contract Price</i>, but merely preserves the <i>Contractor's</i> right to seek an extension of the <i>Contract Time</i> and/or an adjustment to the <i>Contract Price</i>.</p>
SC42.5	6.5.6 to 6.5.11	<p><u>Add</u> new paragraphs 6.5.6, 6.5.7, 6.5.8, 6.5.9, 6.5.10 and 6.5.11 as follows:</p> <p>6.5.6 If the <i>Consultant</i>, in consultation with the <i>Contractor</i> determines that the <i>Contractor</i> is delayed in performance of the <i>Work</i>, or any part thereof, by the <i>Contractor's</i> inaction, or by delay or inaction of anyone employed or engaged by the <i>Contractor</i> directly or indirectly, and that the delay is recoverable through acceleration or other mitigation efforts of the <i>Contractor</i>.</p> <p>.1 The <i>Consultant</i> will promptly give <i>Notice in Writing</i> of such determination to the <i>Owner</i> and the <i>Contractor</i>.</p> <p>.2 The <i>Contractor</i> shall accelerate the <i>Work</i> as required to meet the <i>Contract Time</i> prescribed in the <i>Construction Schedule</i> in place at the time of the <i>Consultant's</i> determination.</p> <p>.3 The <i>Contractor</i> shall then promptly give the <i>Owner</i> and the <i>Consultant Notice in Writing</i> of the specific changes to the construction scheduling, sequencing, means, methods, and processes the <i>Contractor</i> will implement to accelerate the <i>Work</i>.</p> <p>.4 The <i>Contractor</i> shall not be entitled to receive payment for any costs incurred to accelerate the <i>Work</i> in accordance with this GC 6.5.6.</p> <p>6.5.7 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by any act, omission, or negligence of the <i>Contractor</i> or of any person or entity employed or engaged directly or indirectly by the <i>Contractor</i>, including any <i>Subcontractor(s)</i> or <i>Supplier(s)</i>, or by any cause within the <i>Contractor's</i> control, and it is determined by the <i>Consultant</i> that such delay will result in having to extend the <i>Contract Time</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may decide in consultation with the <i>Contractor</i>. As time is of the essence in this <i>Contract</i>, the <i>Owner</i> may incur additional <i>Administration Costs</i> and expenses if the <i>Contractor</i> has not completed the <i>Work</i> within the <i>Contract Time</i>. The <i>Owner</i> shall be reimbursed by the <i>Contractor</i> for all reasonable costs and damages incurred by the <i>Owner</i> as the result of such delay, including the <i>Owner's Administration Costs</i> and all services required by the <i>Owner</i> from the <i>Consultant</i> as a result of such delay by the <i>Contractor</i> including the cost of the <i>Consultant's</i> services during the period between the date prescribed in Article A-1.3 for attaining <i>Ready-for-Takeover</i> and the date that <i>Ready-for-Takeover</i> is actually achieved by the <i>Contractor</i>.</p>

		<p>6.5.8 The <i>Contractor</i> shall be responsible for the care, maintenance and protection of the <i>Work</i> in the event of any suspension of construction as a result of the delay described in GC 6.5.1, 6.5.2, 6.5.3, or 6.5.7. If such suspension arises due to delay event described in GC 6.5.1, 6.5.2, or 6.5.3, the <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for the <i>Direct Costs</i> only incurred by the <i>Contractor</i> directly attributed to such protection, but excluding the costs of the <i>Contractor's</i> head office personnel, for such care, maintenance and protection. The <i>Contractor's</i> entitlement to costs pursuant to this GC 6.5.8, if any, shall be in addition to amounts, if any, to which the <i>Contractor</i> is entitled pursuant to GC 6.5.1 or GC 6.5.2. No costs shall be payable to the <i>Contractor</i> under this GC 6.5.8 where the suspension arises due to a delay event described in GC 6.5.7.</p> <p>6.5.9 Without limiting the obligations of the <i>Contractor</i> described in GC3.2 or GC9.4, the <i>Owner</i> may, by <i>Notice in Writing</i>, direct the <i>Contractor</i> to stop the <i>Work</i> where the <i>Owner</i> reasonably determines that there is an imminent risk to the safety of persons or property at the <i>Place of the Work</i>. In the event that the <i>Contractor</i> receives such notice, it shall immediately stop the <i>Work</i> and secure the <i>Place of the Work</i>. The <i>Contractor</i> shall not be entitled to an extension of the Contract Time or to an increase in the <i>Contract Price</i> unless the resulting delay, if any, would entitle the <i>Contractor</i> to an extension of the Contract Time or the reimbursement of the <i>Contractor's</i> costs as provided in GC 6.5.1.</p>
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SC43 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC43.1	6.6.1	<p><u>Add</u> the following to the end of paragraph 6.6.1:</p> <p>Any such <i>Notice in Writing</i> must be provided to the <i>Owner</i> and the <i>Consultant</i> no later than 5 <i>Working Days</i> after the <i>Contractor</i> became aware, or should reasonably have become aware, of the commencement of the event or series of events giving rise to a claim. If the <i>Contractor</i> fails to comply with the notice requirements of this GC 6.6.1, the <i>Owner</i> will not be liable in connection with any such claim by the <i>Contractor</i>, and the <i>Contractor</i> will be absolutely barred from making any claim against the <i>Owner</i>, arising out of or in connection with the event or series of events giving rise to a claim.</p>
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SC44 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT

SC44.1	7.1.2	<p><u>Delete</u> paragraph 7.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>7.1.2 If the <i>Contractor</i>:</p> <ul style="list-style-type: none"> .1 neglects to perform the <i>Work</i> properly, .2 fails or neglects to maintain the latest <i>Construction Schedule</i>, or to provide an updated <i>Construction Schedule</i> as requested by the <i>Owner</i> in accordance with GC 3.4, .3 fails to make payment to its <i>Subcontractors</i> and <i>Suppliers</i> on a timely basis,
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		<p>or</p> <p>.4 fails to comply the requirements of this <i>Contract</i>,</p> <p>the <i>Owner</i> may, without prejudice to any other right or remedy the <i>Owner</i> may have, give the <i>Contractor</i> a <i>Notice in Writing</i>, containing particulars of the default including references to applicable provisions of the <i>Contract</i>, that the <i>Contractor</i> is in default of the <i>Contractor's</i> contractual obligations and instruct the <i>Contractor</i> to correct the default in 5 <i>Working Days</i> immediately following the receipt of such <i>Notice in Writing</i>.</p>
SC44.2	7.1.4.2	<p><u>Delete</u> subparagraph 7.1.4.2 and <u>replace</u> it with the following new subparagraphs 7.1.4.2 and 7.1.4.3:</p> <p>.2 terminate the <i>Contractor's</i> right to continue with the <i>Work</i> in whole or in part (and where the termination relates to the whole of the remaining <i>Work</i>, the <i>Owner</i> shall also publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i>; or</p> <p>.3 terminate the <i>Contract</i>, and publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i>.</p>
SC44.3	7.1.5.3	<p>In subparagraph 7.1.5.3, after the word "including" in the first line, <u>add</u> the words "the <i>Owner's Administration Costs</i> and".</p>
SC44.4	7.1.7 to 7.1.10	<p><u>Add</u> new paragraphs 7.1.7, 7.1.8, 7.1.9, and 7.1.10 as follows:</p> <p>7.1.7 The <i>Owner</i> may, in its absolute discretion, terminate the <i>Contractor</i> at any time and for any no reason upon 30 days' <i>Notice in Writing</i>.</p> <p>7.1.8 Upon termination of the <i>Contractor</i> in accordance with GC 7.1.7 and subject to amounts that may be withheld in accordance with GC 5.3.4, the <i>Owner</i> will pay for services rendered by the <i>Contractor</i> up to the effective date of termination, and the <i>Direct Costs</i> associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and construction machinery and equipment. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses, including lost profits or loss of opportunity.</p> <p>7.1.9 The <i>Owner</i> may suspend <i>Work</i> at any time for any reason and without cause upon giving the <i>Contractor</i> 10 days' <i>Notice in Writing</i> to that effect. In such event, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of suspension and be compensated for all reasonable <i>Direct Costs</i> incurred arising from the suspension, but in no event shall the <i>Contractor</i> be entitled to be compensated for any indirect, special, or consequential losses or damages incurred.</p> <p>7.1.10 In the case of either a termination of the <i>Contract</i> or a suspension of the <i>Work</i>, the <i>Contractor</i> shall use its best commercial efforts to mitigate the financial</p>

		consequences to the <i>Owner</i> arising out of the termination or suspension, as the case may be.
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SC45 GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

SC45.1	7.2.1	<u>Delete</u> the period at the end of the sentence in paragraph 7.2.1 and <u>replace</u> it with "and within 5 <i>Working Days</i> publish a notice of termination (Form 8) in accordance with the <i>Construction Act</i> ".
SC45.2	7.2.2	<u>Delete</u> paragraph 7.2.2 and <u>replace</u> it with the following: 7.2.2 If the <i>Work</i> is suspended or otherwise delayed for a period of 40 consecutive <i>Working Days</i> or more under a stop work order issued by a court or other public authority on account of a breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes directly by the <i>Owner</i> , the <i>Owner's</i> other contractor(s), and relating to the <i>Work</i> or the <i>Place of the Work</i> , the <i>Contractor</i> may, without prejudice to any other right or remedy the <i>Contractor</i> may have, terminate the <i>Contract</i> by giving the <i>Owner Notice in Writing</i> to that effect."
SC45.3	7.2.3.1	<u>Delete</u> paragraph 7.2.3.1 and <u>replace</u> it with "Intentionally left blank".
SC45.4	7.2.3.3	<u>Delete</u> paragraph 7.2.3.3 and <u>replace</u> it with the following: .3 The <i>Owner</i> fails to pay the <i>Contractor</i> when due the amounts certified by the <i>Consultant</i> (except where the <i>Owner</i> has issued a <i>Notice of Non-Payment</i> or otherwise has a <i>bona fide</i> claim for setoff) or awarded by <i>Adjudication</i> , arbitration, or a court; or
SC45.5	7.2.3.4	<u>Delete</u> the words ", except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER," in subparagraph 7.2.3.4.
SC45.6	7.2.4	<u>Add</u> the following to the end of paragraph 7.2.4: If the default cannot be corrected within five <i>Working Days</i> , the <i>Owner</i> shall be deemed to have cured the default if it: .1 commences correction of the default within the specified time;

		<p>.2 provides the <i>Contractor</i> with an acceptable schedule for such correction; and</p> <p>.3 completes the correction in accordance with such schedule.</p>
SC45.7	7.2.5	<p><u>Delete</u> GC 7.2.5 in its entirety and <u>replace</u> it with the following:</p> <p>7.2.5 If the <i>Contractor</i> terminates the Contract under the conditions described in this GC 7.2, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of termination. The <i>Contractor</i> shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and construction machinery and equipment. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses.</p>

SC46 GC 8.1 AUTHORITY OF THE CONSULTANT

SC46.1	8.1.1	<p><u>Delete</u> the word “Differences” at the beginning of paragraph 8.1.1 and <u>replace</u> it with the following:</p> <p>Save and except where the <i>Contractor</i> has given an undertaking, in accordance with <i>the Construction Act</i>, to refer a dispute to <i>Adjudication</i>, disputes [...].</p>
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SC47 GC 8.2 ADJUDICATION

SC47.1	8.2.2 to 8.2.6	<p><u>Add</u> new paragraphs 8.2.2, 8.2.3, 8.2.4, 8.2.5, and 8.2.6 as follows:</p> <p>8.2.2 Save and except where the <i>Contractor</i> has given an undertaking prescribed by the <i>Construction Act</i> to refer a dispute to <i>Adjudication</i>, prior to delivering a notice of <i>Adjudication</i>, the parties agree to first address all disputes with at least one in-person meeting with the <i>Owner's</i> representative, the <i>Consultant's</i> representative, and the <i>Contractor's</i> representative. The parties agree that such steps will be taken to resolve any disputes in a timely and cost-effective manner.</p> <p>8.2.3 The following procedures shall apply to any <i>Adjudications</i> the parties engage in under the <i>Construction Act</i>:</p> <p>.1 any hearings shall be held in the offices of the <i>Owner</i>, or, if such offices are unavailable, another venue as the parties may agree and which is acceptable to the adjudicator;</p> <p>.2 the <i>Adjudication</i> shall be conducted in English;</p> <p>.3 each party may be represented by counsel throughout an <i>Adjudication</i>;</p>
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		<p>.4 there shall not be any oral communications with respect to issues in dispute that are the subject of an <i>Adjudication</i> between a party and the adjudicator unless it is made in the presence of both parties or their legal representatives; and</p> <p>.5 a copy of all written communications between the adjudicator and a party shall be given to the other party at the same time.</p> <p>8.2.4 Any documents or information disclosed by the parties during an <i>Adjudication</i> are confidential and the parties shall not use such documents or information for any purpose other than the <i>Adjudication</i> in which they are disclosed and shall not disclose such documents and information to any third party, unless otherwise required by law, save and except the adjudicator.</p> <p>8.2.5 In respect of any claim or dispute, if the <i>Contractor</i> fails to comply with any of the notice requirements set out in the <i>Contract Documents</i> then the Contractor shall be barred from advancing such claim(s) or dispute(s) and shall have no entitlement whatsoever in respect of such claim(s) or dispute(s) (including to an increase in payment under the <i>Contract</i>, or an extension of <i>Contract Time</i>) and by failing to comply with the notice requirements waives the right to make any such claim(s) or dispute(s) in an <i>Adjudication</i> or in any other form of dispute resolution available under this <i>Contract</i> or at law. This GC 8.2.5 shall operate conclusively as an estoppel and bar in the event such claims or disputes are brought in an <i>Adjudication</i> or other form of dispute resolution and the <i>Owner</i> may rely on this GC 8.2.5 as a complete defence to any such claims or disputes.</p> <p>8.2.6 The parties hereby acknowledge and agree,</p> <p>.1 that counterclaims, claims of set-off or the exercise or use of other contractual rights that permit the <i>Owner</i> to withhold, deduct or retain from monies otherwise owed to the <i>Contractor</i> under the <i>Contract</i> may be referred to, and included as part of, <i>Adjudications</i> under the <i>Construction Act</i>;</p> <p>.2 that disputes related to the termination or abandonment of the <i>Contract</i>, as well as any disputes that arise or are advanced following the termination or abandonment of the <i>Contract</i>, shall not be referred to <i>Adjudication</i> under the <i>Construction Act</i>;</p> <p>.3 that notice(s) of <i>Adjudication</i>, with respect to any dispute or claim relating to the <i>Project</i>, shall not be given, and no <i>Adjudication</i> shall be commenced following <i>Ready-for-Takeover</i>, abandonment, or termination of the <i>Contract</i>;</p> <p>.4 that any <i>Adjudication</i> between the <i>Contractor</i> and a <i>Subcontractor</i> or a <i>Supplier</i> that relates to an <i>Adjudication</i> between the <i>Owner</i> and the <i>Contractor</i> shall be joined together to be adjudicated by a single adjudicator, provided that the adjudicator agrees to do so, and the <i>Contractor</i> shall include a provision in each of its subcontracts that contain an equivalent obligation to this GC 8.2.6.4; and</p> <p>.5 that, other than where the <i>Contractor</i> is obliged to commence an</p>
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		<i>Adjudication</i> pursuant to an undertaking under the <i>Construction Act</i> , neither the <i>Owner</i> nor the <i>Contractor</i> shall commence an <i>Adjudication</i> during the <i>Restricted Period</i> .
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SC48 GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

SC48.1	8.3.1	<p><u>Add</u> the following words after the words “Construction Industry Disputes” in the second line in paragraph 8.3.1:</p> <p>...(the “Rules”), subject to amendments to the Rules described in Appendix 2 to these Supplementary Conditions...</p>
SC48.2	8.3.4	<p><u>Add</u> the following words to the beginning of the second sentence in paragraph 8.3.4:</p> <p>“Subject to any amendments to the <i>Rules</i>,”.</p>
SC48.3	8.3.6	<p><u>Delete</u> paragraph 8.3.6 and <u>replace</u> it with the following:</p> <p>8.3.6 By giving <i>Notice in Writing</i> to the other party, not later than 20 <i>Working Days</i> after the date of termination of the mediated negotiations under GC 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules, subject to any amendments to the <i>Rules</i>. The arbitration shall be conducted pursuant to the <i>Arbitration Act</i>, S.O. 1991, c.17, as amended. Unless either party gives the notice contemplated by this GC 8.3.6, there shall be no arbitration of any such dispute.</p>
SC48.4	8.3.7	<p><u>Replace</u> the number “10” in line 1 of paragraph 8.3.7 with the number “20”.</p>
SC48.5	8.3.9	<p><u>Add</u> a new paragraph 8.3.9 as follows:</p> <p>8.3.9 Within five days of receipt of a <i>Notice in Writing</i> given pursuant to GC 8.3.6, the <i>Owner</i> or the <i>Contractor</i> may give the <i>Consultant</i> a written notice containing:</p> <ul style="list-style-type: none"> .1 a copy of <i>Notice in Writing</i>; .2 a copy of Supplementary Condition 8.3.9 of this <i>Contract</i>; .3 any claims or issues which the <i>Contractor</i> or the <i>Owner</i>, as the case may be, wishes to raise in relation to the <i>Consultant</i> arising out of the issues in dispute

		in the arbitration.
SC48.6	8.3.10	<p><u>Add</u> a new paragraph 8.3.10 as follows:</p> <p>8.3.10 The <i>Owner</i> and the <i>Contractor</i> agree that, if provided for in an agreement between the <i>Owner</i> and the <i>Consultant</i>, the <i>Consultant</i> may, in accordance with the requirements of such agreement, become a full party to the arbitration following delivery of the <i>Notice in Writing</i> delivered pursuant to GC 8.3.9.</p>
SC48.7	8.3.11	<p><u>Add</u> a new paragraph 8.3.11 as follows:</p> <p>8.3.11 If the <i>Consultant</i> becomes a party to the arbitration, the <i>Consultant</i> may participate in the appointment of the arbitrator and, notwithstanding the <i>Rules</i>, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the responding party receives a copy of the notice of arbitration.</p>
SC48.8	8.3.12	<p><u>Add</u> a new paragraph 8.3.12 as follows:</p> <p>8.3.12 The arbitrator in the arbitration of which the <i>Consultant</i> become a full party may:</p> <ul style="list-style-type: none"> .1 on application of the <i>Owner</i> or the <i>Contractor</i> determine whether the <i>Consultant</i> is entitled to be a party to the arbitration, and; .2 make any procedural order considered necessary to facilitate the addition of the <i>Consultant</i> as a party to the arbitration.
SC48.9	8.3.13	<p><u>Add</u> a new paragraph 8.3.13 as follows:</p> <p>8.3.13 The option to provide <i>Notice in Writing</i> in accordance with GC 8.3.9 shall apply <i>mutatis mutandis</i> to written notice to be given by the <i>Consultant</i> to any sub-consultant.</p>
SC48.10	8.3.14	<p><u>Add</u> a new paragraph 8.3.14 as follows:</p> <p>8.3.14 In the event of notice of arbitration given by the <i>Consultant</i> to a sub-consultant, the sub-consultant, to extent possible, is deemed to be bound by the arbitration proceeding.</p>

SC48.11	8.3.15	<p><u>Add</u> a new paragraph 8.3.15 as follows:</p> <p>8.3.15 The parties agree that the periods for notice provided in this PART 8 DISPUTE RESOLUTION only are to be construed liberally. The parties further agree that neither will take advantage of an inadvertent failure by the other to give one or more of the notices provided by the said PART 8.</p>
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SC49 GC 8.4 RETENTION OF RIGHTS

SC49.1	8.4.2	<p><u>Renumber</u> paragraph 8.4.2 as paragraph 8.4.2.1 and <u>add</u> new paragraph 8.4.2.2 as follows:</p> <p>8.4.2.2 If the <i>Owner</i> gives the notice in writing described in GC 8.3.6 to have a dispute resolved by arbitration, the <i>Contractor</i> agrees that this GC 8.4.2.2 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute as otherwise resolved between the parties. In no event shall the <i>Contractor</i> be deprived of its right to enforce its lien against the <i>Project</i> should the <i>Owner</i> fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this GC 8.4.2.2 shall prevent the <i>Contractor</i> from taking the steps required by the <i>Construction Act</i> to preserve and/or perfect a lien to which it may be entitled.</p>
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SC50 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC50.1	9.1.1.1	<p><u>Add</u> the following words at the end of subparagraph 9.1.1.1:</p> <p>...which the <i>Contractor</i> could not reasonably have discovered applying the standard of care described in GC 3.12.1;</p>
SC50.2	9.1.5	<p><u>Add</u> a new paragraph 9.1.5 as follows:</p> <p>9.1.5 Without in any way limiting the <i>Contractor's</i> obligations under this GC 9.1, should the <i>Contractor</i> or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the <i>Owner</i> or third parties, the <i>Contractor</i> shall be liable for the replacement cost of the trees or other plantings damaged, including the cost of any arborist or other <i>Consultant</i>, and such costs may be deducted by the <i>Owner</i> from amounts otherwise owing to the <i>Contractor</i>.</p>

SC51 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC51.1	9.2.1	<p><u>Add</u> the following to the end of paragraph 9.2.1:</p> <p>“For the purposes of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, <i>Excess Soil</i> shall not be considered a ‘toxic and hazardous substance’.”</p>
SC51.2	9.2.5.5	<p><u>Add</u> new subparagraph 9.2.5.5 as follows:</p> <p>.5 In addition to the steps described in GC 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.</p>
SC51.3	9.2.6	<p><u>Add</u> the following to paragraph 9.2.6 after the word “responsible” in line two:</p> <p>...or whether any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the <i>Owner</i> or others,</p>
SC51.4	9.2.8	<p><u>Add</u> the following after the word “responsible” in line two of paragraph 9.2.8:</p> <p>...or that any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the <i>Owner</i> or others,...</p>
SC51.5	9.2.10 and 9.2.11	<p><u>Add</u> new paragraphs 9.2.10 and 9.2.11 as follows:</p> <p>9.2.10 Without limiting its other obligations under this GC9.2, the <i>Contractor</i> acknowledges that its obligations under the Contract include compliance with the Environmental Programs, including, but not limited to, the Asbestos Abatement</p>

		<p>Program. The <i>Contractor</i> acknowledges that the <i>Owner</i> may suffer loss and damage should the <i>Contractor</i> fail to comply with the Environmental Programs and agrees to indemnify and hold harmless the <i>Owner</i> with respect to any loss or damage to which the <i>Owner</i> is exposed by the <i>Contractor's</i> failure to comply. The <i>Contractor</i> expressly agrees that such loss and damage shall be included within the scope of the <i>Contractor's</i> indemnity described in GC 13.1.1 of the General Conditions. The <i>Contractor</i> acknowledges that should it fail to comply with the Environmental Programs, such failure will constitute a failure to comply with the Contract to a substantial degree within the meaning of GC 7.1.2.</p>
	9.2.11	<p>No less than forty-eight (48) hours prior to the commencement of the <i>Work</i> by the <i>Contractor</i> or any of its <i>Subcontractors</i>, the <i>Contractor</i> shall provide to the <i>Owner</i> an "Asbestos Awareness Training Form", confirming that each worker at the <i>Place of the Work</i>, including supervisory personnel, (for purposes of this paragraph, a "Worker") has received asbestos-carrying material awareness training to enable the <i>Contractor</i> to meet its obligations under the <i>Environmental Programs</i>, including the OHSA, all as set out in the <i>Contract</i>. The <i>Owner</i> reserves the right, by <i>Notice in Writing</i>, to require the <i>Workers</i> to attend asbestos awareness training provided by the <i>Owner</i>. The cost of such <i>Worker</i> training, whether provided by the <i>Owner</i> or others, shall be borne by the <i>Contractor</i>.</p>

SC52 GC 9.4 CONSTRUCTION SAFETY

SC52.1	9.4.1	<p><u>Delete</u> paragraph 9.4.1 in its entirety and <u>replace</u> it with the following:</p> <p>9.4.1 The <i>Contractor</i> shall be solely responsible for construction safety at the <i>Place of the Work</i> and for compliance with the rules, regulations and practices required by the OHSA, including but not limited to those of the "constructor" and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i>.</p>
SC52.2	9.4.2	<p><u>Add</u> the following words after "and the <i>Contractor</i> in paragraph 9.4.2:</p> <p>", <i>Subcontractors</i>, and <i>Suppliers</i>".</p>
SC52.3	9.4.3	<p><u>Add</u> the following words after "and the <i>Contractor</i> in paragraph 9.4.3:</p> <p>", <i>Subcontractors</i>, and <i>Suppliers</i>".</p>
SC52.4	9.4.4	<p><u>Delete</u> paragraph 9.4.4 in its entirety and <u>replace</u> it with "[Intentionally blank]."</p>

SC52.5	9.4.5	<p><u>Delete</u> paragraph 9.4.5 in its entirety and <u>replace</u> it with the following:</p> <p>9.4.5 Prior to the commencement of the <i>Work</i>, the <i>Contractor</i> shall submit to the <i>Owner</i>:</p> <p>.1 a current WSIB clearance certificate;</p> <p>.2 copies of the <i>Contractor's</i> insurance policies having application to the <i>Project</i> or certificates of insurance, at the option of the <i>Owner</i>;</p> <p>.3 documentation of the <i>Contractor's</i> in-house safety-related programs; and</p> <p>.4 a copy of the Notice of <i>Project</i> filed with the Ministry of Labour naming itself as "constructor" under the <i>OHSA</i>.</p>
SC52.6	9.4.6 to 9.4.9	<p><u>Add</u> new paragraphs 9.4.6, 9.4.7, 9.4.8, and 9.4.9 as follows:</p> <p>9.4.6 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, its agents, officers, directors, employees, <i>Consultants</i>, successors and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under <i>OHSA</i>, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.</p> <p>9.4.7 The <i>Owner</i> undertakes to include in its contracts with other contractors and/or in its instructions to its own forces the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the <i>Contractor</i> with respect to occupational health and safety and related matters. The text of such instruction is attached to the Supplementary Conditions as Appendix 3.</p>

SC53 GC 9.5 MOULD

SC53.1	9.5.3.3	<p><u>Delete</u> subparagraph 9.5.3.3 in its entirety and <u>replace</u> it with the following:</p> <p>9.5.3.3 Extend the <i>Contract</i> Time for such reasonable time as the <i>Consultant</i> may recommend on consultation with the <i>Contractor</i> and the <i>Owner</i>. If, in the opinion of the <i>Consultant</i>, the <i>Contractor</i> has been delayed in performing the <i>Work</i> and/or has incurred additional costs under GC 9.5.1.2, the <i>Owner</i> shall reimburse the <i>Contractor</i> for the <i>Direct Costs</i> incurred as a result of the delay and as a result of taking those steps, and...</p>
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SC54 GC 10.1 TAXES AND DUTIES

SC54.1	10.1.2	<p><u>Add</u> the following sentence at the end of paragraph 10.1.2:</p> <p>For greater certainty, the <i>Contractor</i> shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the <i>Owner</i> shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes.</p>
SC54.2	10.1.3 to 10.1.6	<p><u>Add</u> new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 as follows:</p> <p>10.1.3 Where an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes is applicable to the Contract, the <i>Contractor</i> shall, at the request of the <i>Owner</i> or the <i>Owner's</i> representative, assist, join in, or make application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the <i>Owner</i>. The <i>Contractor</i> agrees to endorse over the <i>Owner</i> any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this GC 10.1.3.</p> <p>10.1.4 The <i>Contractor</i> shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and <i>Value Added Taxes</i> paid.</p> <p>10.1.5 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or <i>Value Added Tax</i>, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the <i>Owner</i>. The <i>Contractor</i> agrees to cooperate with the <i>Owner</i> and to obtain from all <i>Subcontractors</i> and <i>Suppliers</i> cooperation with the <i>Owner</i> in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the <i>Owner</i> copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the <i>Owner</i>, or shall be a credit to the <i>Owner</i> against the <i>Contract Price</i>, in the <i>Owner's</i> discretion.</p> <p>10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the <i>Contractor</i> shall not be treated as a tax or customs duty for purposes of this GC 10.1</p>

SC55 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC55.1	10.2.3	<p><u>Add</u> the following sentence to the end of paragraph 10.2.3:</p> <p>Without limiting the generality of this GC 10.2.3, the <i>Contractor</i> is responsible for procuring, and, as a part of the <i>Contract Price</i>, paying for, all permits, approvals and disposal fees,</p>
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		costs and expenses as required by the <i>Excess Soil Regulation</i> for the performance of the <i>Work</i> .
SC55.2	10.2.5	<p><u>Add</u> the words, "Subject to GC 3.15.1" to the beginning of paragraph 10.2.5.</p> <p>-and-</p> <p><u>Add</u> the following to the end of the second sentence of paragraph 10.2.5:</p> <p>"...and no further <i>Work</i> on the affected components of the <i>Contract</i> shall proceed until these changes to the <i>Contract Documents</i> have been obtained by the <i>Contractor</i> from the <i>Consultant</i>."</p> <p>-and-</p> <p><u>Add</u> the following sentence to the end of paragraph 10.2.5:</p> <p>"The <i>Contractor</i> shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The <i>Contractor</i> shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code."</p>
SC55.3	10.2.6	<p><u>Add</u> the following sentence to the end of paragraph 10.2.6:</p> <p>"In the event the <i>Owner</i> suffers loss or damage as a result of the <i>Contractor's</i> failure to comply with GC 10.2.5, and notwithstanding any limitations described in GC 13.1.1, the <i>Contractor</i> agrees to indemnify and to hold harmless the <i>Owner</i> and the <i>Consultant</i> from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the <i>Contractor</i>."</p>
SC55.4	10.2.7	<p><u>Add</u> the words " which changes were not, or could not have reasonably been known to the <i>Owner</i> or to the <i>Contractor</i>, as applicable, at the time the <i>Contractor</i> submitted its <i>Procurement Response</i> and which changes did not arise as a result of a public emergency or other <i>Force Majeure</i> event" to the second line of paragraph 10.2.7, after the words "authorities having jurisdiction".</p>
SC55.5	10.2.8	<p><u>Add</u> a new paragraph 10.2.8 as follows:</p> <p>10.2.8 The <i>Contractor</i> acknowledges and agrees that it shall at all times comply with the University of Toronto Code of Ethics and the commitments set out in all <i>Owner</i> policies (available on the University of Toronto's website) including the following:</p> <p>.1 In the performance of the <i>Work</i>, the <i>Contractor</i> shall at all times comply with the <i>Accessibility for Ontarians with Disabilities Act</i>, 2005, and all regulations</p>

		<p>made thereunder (“AODA”). Without limiting the generality of the foregoing, the <i>Contractor</i> shall have in place all accessibility plans, policies, practices and procedures required by AODA and shall ensure that all personnel of the <i>Contractor</i> engaged in performing the <i>Work</i>, including without limitation those personnel of the <i>Contractor</i> who may deal with members of the public or other third parties on behalf of the <i>Owner</i>, have received all training required by AODA. The <i>Owner</i> shall have the right, upon request, to inspect and obtain copies of the accessibility plans, policies, practices and procedures maintained by the <i>Contractor</i> in relation to AODA, as well as reasonable evidence that personnel of the <i>Contractor</i> performing the <i>Work</i> have received all training required by AODA. In delivering the <i>Work</i>, the <i>Contractor</i> shall provide information and communications in accessible formats and with communication supports, upon request by the <i>Owner</i>, members of the public or other third parties, in accordance with the requirements of AODA.</p> <p>.2 The <i>Contractor</i> shall familiarize itself with Ministry of Labour Guidelines for Contractors found at:</p> <p>https://www.labour.gov.on.ca/english/hs/pubs/constructor/</p>
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SC56 GC 10.4 WORKERS' COMPENSATION

SC56.1	10.4.1	<p><u>Delete</u> paragraph 10.4.1 and <u>replace</u> it with the following:</p> <p>“Prior to commencing the <i>Work</i>, and with each application for payment thereafter, the <i>Contractor</i> shall provide a Clearance Certificate from WSIB.”</p>
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SC57 GC 11.1 INSURANCE

SC57.1	11.1.0	<p><u>Add</u> new paragraph 11.1.0 as follows:</p> <p>11.1.0 Subject to any other provision of this <i>Contract</i>, a claim by the <i>Contractor</i> for an increase to the insurance premium required pursuant to this GC 11.1 will be conditional upon the <i>Owner's</i> receipt of an updated certificate of insurance. Any claim by the <i>Contractor</i> for an increase as described under this GC 11.1.0, including as a part of a <i>Change Order</i> or <i>Change Directive</i>, may only occur once every three months. For clarity, a request by the <i>Contractor</i> under this GC 11.1.0 may occur at a frequency longer than three months but shall not occur any less than every three months.</p>
SC57.2	11.1	<p>Where the <i>Contractor's</i> proposed <i>Contract Price</i> in its <i>Procurement Response</i> is \$5,000,000 or more, <u>delete</u> paragraph 11.1 in its entirety and <u>replace</u> it with the following:</p>

		<p>11.1.1 Without restricting the generality of GC13.1 – INDEMNIFICATION, the <i>Owner</i> shall provide, maintain and pay for insurance coverage against “all risks” of physical loss or damage to the <i>Work</i> including materials and supplies on site but excluding machinery, equipment, tools and temporary structures or facilities used in carrying out the <i>Work</i>, all on a full replacement value basis and subject to normal insurance policy exclusions. Such insurance shall include the <i>Consultant</i>, the <i>Contractor</i> and all <i>Subcontractors</i> as additional insureds as their respective interests may appear and will be maintained in full force until the date of issuance of the certificate of <i>Substantial Performance of the Work</i>.</p> <p>Regardless of the actual deductible amount in the policy, all losses shall be adjusted as though such deductible were (\$10,000) and the <i>Contractor</i> will be solely responsible for losses below this amount. The <i>Contractor</i> may provide at its own expense such additional insurance as it may desire to protect itself with respect to damage not otherwise covered.</p> <p>11.1.2 The <i>Owner</i> shall provide and pay for Comprehensive General Liability insurance (known as “Wrap Up Liability”) in form and terms satisfactory to the <i>Owner</i> with a limit of not less than \$10 million per occurrence for bodily injury, death and damage to property, including loss of use thereof. Such policy shall include provisions for blanket contractual liability, cross liability and products and completed operations liability. The policy shall be maintained continuously in full force until the date issuance of the certificate of <i>Substantial Performance of the Work</i>, except for the coverage referred to above as products and completed operations liability which shall run for a further 24 months from the date of issuance of the certificate of <i>Substantial Performance of the Work</i>. Such insurances will include the <i>Consultant</i> (but not with respect to professional liability), the <i>Contractor</i> and all <i>Subcontractors</i> as additional insureds and shall include a waiver of subrogation rights by the insurer against any insured.</p> <p>11.1.3 The <i>Contractor</i> shall provide “all risks” <i>Contractors’</i> equipment insurance covering construction machinery and equipment used by the <i>Contractor</i> for the performance of the <i>Work</i>, including boiler insurance on temporary boilers and pressure vessels, and such insurance shall be in a form acceptable to the <i>Owner</i> and shall not allow subrogation claims by the insurer against the <i>Owner</i>. The Policies shall be endorsed to provide the <i>Owner</i> with not less than fifteen (15) days’ written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the <i>Contractor</i> for self-insurance, the <i>Owner</i> agrees to waive the equipment insurance requirement.</p> <p>11.1.4 The <i>Contractor</i> will be responsible for arranging satisfactory liability insurance covering owned or non-owned licensed vehicles, aircraft or watercraft used directly or indirectly in the performance of the <i>Work</i> in form and limits acceptable to the <i>Owner</i> and shall provide satisfactory evidence of coverage to the <i>Owner</i> prior to commencement of the <i>Work</i>.</p> <p>11.1.5 In the event of a loss, the <i>Contractor</i> shall immediately proceed to restore the <i>Work</i> without awaiting the determination of the amount recoverable or the payment of any monies under the policy of insurance. The <i>Contractor</i> shall be entitled to a reasonable extension of <i>Contract Time</i> to the extent that the critical path of the construction schedule is affected, but damage to the <i>Work</i> shall not otherwise diminish its obligations under the <i>Contract</i>.</p> <p>11.1.6 All occurrences and claims shall be reported immediately in writing to the <i>Owner</i></p>
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		<p>providing at least the following particulars:</p> <ul style="list-style-type: none"> .1 date, time and location of occurrence; .2 cause and description of circumstances; .3 estimate of loss or damage; .4 names and telephone numbers of persons to contact.
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SC58 GC 12.1 READY-FOR-TAKEOVER

SC58.1	12.1.1	<p><u>Delete</u> paragraph 12.1.1 in its entirety and <u>replace</u> it with the following:</p> <p>12.1.1 <i>Ready-for-Takeover</i> shall be achieved when all of the following has occurred, as verified and approved by the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 <i>Substantial Performance of the Work</i> has been achieved, as certified by the <i>Consultant</i>; .2 a permit for <i>Occupancy</i> has been obtained from the authorities having jurisdiction; .3 final cleaning and waste removal, as required by the <i>Contract Documents</i>; .4 the <i>Contractor</i> has delivered to the <i>Consultant</i> and the <i>Owner</i> all inspection certificates from authorities having jurisdiction with respect to any component of the <i>Work</i> which has been completed; .5 subject only to GC 12.1.2, the entire <i>Work</i> has been completed to the requirements of the <i>Contract Documents</i>, including completion of all items on the punch list prepared for achieving <i>Substantial Performance of the Work</i> and the <i>Work</i> is being used for its intended purpose, and is so certified by the <i>Consultant</i>; .6 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> in a collated and organized matter, all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, <i>Shop Drawings</i>, maintenance and operating instructions, spare parts, maintenance manuals and any other materials or documentation required by the <i>Contract Documents</i> not submitted to the <i>Owner</i> pursuant to GC 5.4.4; .7 subject only to GC 12.1.2, all <i>Products</i>, systems and components of the <i>Project</i> have been commissioned and certified for operation and accepted by the <i>Owner</i> and <i>Consultant</i>; .8 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> full and complete <i>As-Built Drawings</i> and <i>Specifications</i> revised by the <i>Contractor</i> to reflect the as-built state of the <i>Work</i>, clearly showing changes to the <i>Drawings</i> and <i>Specifications</i> from the original <i>Contract</i>
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		<i>Documents, all of which have been approved by the Owner acting reasonably.</i>
SC58.2	12.1.2	<p><u>Delete</u> paragraph 12.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>12.1.2 The <i>Owner</i> may, in its sole, absolute, and unfettered discretion, waive in writing compliance with a requirement, or a part thereof, for achieving <i>Ready-for-Takeover</i> set out in GC 12.1.1.5 to 12.1.1.8 (inclusive). Where the <i>Owner</i> exercises the discretion afforded under this GC 12.1.2, the <i>Contractor</i> shall be required to comply with GC 5.5.1.2 as part of its application for final payment and the <i>Owner</i> and the <i>Contractor</i>, in consultation with the <i>Consultant</i>, shall establish a reasonable date for completing the <i>Work</i>.</p>
SC58.3	12.1.3	<p><u>Delete</u> paragraph 12.1.3 in its entirety and <u>replace</u> it with the following:</p> <p>12.1.3 When the <i>Contractor</i> considers that the <i>Work</i> is <i>Ready-for-Takeover</i>, it shall submit <u>a</u> written application to the <i>Owner</i> and the <i>Consultant</i> for review.</p>
SC58.4	12.1.4	<p><u>Delete</u> paragraph 12.1.4 and <u>replace</u> it with the following:</p> <p>12.1.4 The <i>Consultant</i> and the <i>Owner</i> will review the <i>Work</i> and the requirements of GC 12.1.1 to verify the validity of the <i>Contractor's</i> application and will promptly, and in any event, no later than 10 <i>Working Days</i> after receipt of the <i>Contractor's</i> application:</p> <ol style="list-style-type: none"> .1 advise the <i>Contractor</i> in writing that <i>Ready-for-Takeover</i> has not been achieved and give reasons why; or .2 the <i>Owner</i> shall verify and approve that <i>Ready-for-Takeover</i> has been achieved and the <i>Consultant</i> shall certify and confirm in writing to the <i>Owner</i> and the <i>Contractor</i> the date the <i>Ready-for-Takeover</i> was achieved. Such certification by the <i>Consultant</i>, for all intents and purposes, shall be equivalent to certification of "Total Performance of the <i>Work</i>".
SC58.5	12.1.5	<p><u>Delete</u> paragraph 12.1.5 in its entirety and <u>replace</u> it with the following:</p> <p>12.1.5 Following the confirmation of the date of <i>Ready-for-Takeover</i> by the <i>Consultant</i> and as confirmed by the <i>Owner</i>, the <i>Contractor</i> may submit a final application for payment in accordance with GC 5.5 – FINAL PAYMENT.</p>
SC58.6	12.1.6	<p><u>Delete</u> paragraph 12.1.6 in its entirety and <u>replace</u> it with "[Intentionally left blank]."</p>

SC59.1		<p><u>Delete</u> GC 12.2 – EARLY OCCUPANCY BY THE OWNER in its entirety and <u>replace</u> it with the following:</p> <p>GC 12.2 USE AND EARLY OCCUPANCY BY THE OWNER</p> <p>12.2.1 Without any limitation to any other right of the Owner herein, the <i>Owner</i> reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the <i>Project</i> even though the <i>Work</i> may not have reached Substantial Performance of the <i>Work</i>, provided that such taking possession and use will not interfere, in any material way, with the progress of the <i>Work</i>. The taking of possession or use of any such portion of the <i>Project</i> shall:</p> <p>not:</p> <ul style="list-style-type: none"> .1 be deemed to be the Owner's acknowledgement or acceptance of the <i>Work</i> or <i>Project</i>; .2 relieve or limit the <i>Contractor</i> or its surety of any of its obligations under the Contract or liability that has arisen, or may arise, from the performance of the <i>Work</i>; .3 waive the Owner's right to charge the Contractor liquidated damages in accordance with the Contract; or .4 affect the warranty period or the warranties set out in the Contract. <p>12.2.2 Whether the <i>Project</i> contemplates <i>Work</i> by way of renovations in buildings which will be in use or be occupied during the course of the <i>Work</i> or where the <i>Project</i> involves <i>Work</i> that is adjacent to a structure which is in use or is occupied, the <i>Contractor</i>, without in any way limiting its responsibilities under this <i>Contract</i>, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures.</p>
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SC60 GC 12.3 WARRANTY

SC60.1	12.3.1	<p><u>Add</u> the following sentence to the end of paragraph 12.3.1:</p> <p>Where the <i>Contractor</i> has been permitted to make use of permanent equipment or systems, as provided in GC3.14, prior to the <i>Contractor</i> achieving <i>Ready-for-Takeover</i>, the <i>Contractor</i> shall at the time of the <i>Contractor's</i> application for certification of <i>Ready-for-Takeover</i> replace (<i>i.e.</i> top-up) all consumables related to such permanent equipment or systems, and such permanent equipment or system shall be subject to the same warranty</p>
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		as described in this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the <i>Contractor</i> , except for normal commissioning and startup activities, prior to the date of <i>Ready-for-Takeover</i> .
SC60.2	12.3.2	<u>Add</u> the words "Subject to GC 3.12.1," at the beginning of paragraph 12.3.2.
SC60.3	12.3.3	<u>Delete</u> paragraph 12.3.3 in its entirety and <u>replace</u> it with the following: The <i>Owner</i> shall promptly give the <i>Contractor Notice in Writing</i> of: .1 observed defects and deficiencies which occur during the one-year warranty period; and .2 any latent defects which could not have been reasonably discovered until after the expiry of the one-year warranty period.
SC60.4	12.3.4	<u>Add</u> the following sentence to the end of paragraph 12.3.4: The <i>Contractor</i> shall also correct promptly, at the <i>Contractor's</i> expense, latent defects or deficiencies in the <i>Work</i> which could not have been reasonably discovered until after the one-year warranty period.
SC60.5	12.3.6	<u>Add</u> the following to the end of the second sentence in paragraph 12.3.6: “, shall commence no earlier than the date <i>Ready-for-Takeover</i> occurs, and shall not require any confirmation, execution, acknowledgment or other action by the <i>Owner</i> to be effective as of the date of <i>Ready-for-Takeover</i> .”
SC60.6	12.3.7 to 12.3.10	<u>Add</u> new paragraphs 12.3.7, 12.3.8, 12.3.9, and 12.3.10 as follows: 12.3.7 Where required by the <i>Contract Documents</i> , provide a maintenance bond as security for the performance of the <i>Contractor's</i> warranty obligations set out in GC 12.3 – WARRANTY. 12.3.8 The <i>Contractor</i> shall assign to the <i>Owner</i> all warranties, guarantees or other obligations for <i>Work</i> , services or <i>Products</i> performed or supplied by any <i>Subcontractor</i> , <i>Supplier</i> or other person in connection with the <i>Work</i> and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the <i>Owner</i> under the <i>Contract Documents</i> . Until the expiry of the relevant warranty periods enforceable against the <i>Contractor</i> , the <i>Owner</i> shall have in its custody all warranties, guarantees and

		<p>other obligations to third parties respecting the <i>Work</i>.</p> <p>12.3.9 The <i>Contractor</i> shall provide to the <i>Owner</i>, consolidated in a binder, fully and properly completed and signed copies of all warranties and guarantees required by the <i>Contract Documents</i>, containing:</p> <p>.1 the proper name of the <i>Owner</i>;</p> <p>.2 the proper name and address of the <i>Project</i>;</p> <p>.3 the date the warranty commences, which shall be at the date of <i>Ready-for-Takeover</i> unless otherwise agreed upon by the <i>Owner</i> in writing;</p> <p>.4 a clear definition of what is being warranted and/or guaranteed as required by the <i>Contract Documents</i>; and</p> <p>.5 the signature and seal of the company issuing the warranty.</p> <p>12.3.10 The <i>Contractor</i> shall commence or correct any deficiency within 2 <i>Working Days</i> after receiving a notice from the <i>Owner</i> or the <i>Consultant</i>, and shall complete the <i>Work</i> as expeditiously as possible, except in the case where the deficiency prevents maintaining security or where basic systems essential to the ongoing business of the <i>Owner</i> and/or its tenants cannot be maintained operational as designed. In those circumstances all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the <i>Contractor</i> fail to provide this emergency service within 8 hours of a request being made during the normal business hours of the <i>Contractor</i>, the <i>Owner</i> is authorized to carry out all necessary repairs or replacements at the <i>Contractor's</i> expense.</p>
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SC61 GC 13.1 INDEMNIFICATION

SC61.1	<p>13.1.1 to 13.1.4</p> <p>13.1.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i> and the <i>Consultant</i>, their agents, employees and assigns from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable to the <i>Contractor's</i> or any Subcontractor's performance or non-performance of the Contract, regardless of whether or not caused in part by a party indemnified hereunder. It is expressly understood that the <i>Contractor</i> will save harmless the <i>Owner</i> from all claims made by any party other than the <i>Contractor</i> itself, financial or otherwise, relating to labour and materials furnished by the <i>Contractor</i> or by others for the <i>Work</i>.</p> <p>13.1.2 It is the intention of the parties that the <i>Consultant</i>, its officers, agents, partners, employees, directors and insurers, as well as any <i>Subconsultants</i>, or other <i>Consultants</i> retained with respect to the <i>Project</i>, and their officers, agents, partners,</p>	<p><u>Delete</u> paragraphs 13.1.1 through 13.1.6 in their entirety and <u>replace</u> them with the following:</p>
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		<p>employees, directors and insurers, is to benefit from the indemnification and hold harmless provisions of GC 13.1.1.</p> <p>13.1.3 The <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i>, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the <i>Contractor's</i> performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the <i>Place of the Work</i>.</p> <p>13.1.4 Notwithstanding the provisions of GC1.1 - CONTRACT DOCUMENTS, GC 1.1.6, GC13.1 - INDEMNIFICATION shall govern over the provisions of GC 1.3.1 of GC1.3 – RIGHTS AND REMEDIES.</p>
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SC62 GC 13.2 WAIVER OF CLAIMS

SC62.1	13.2.1 to 13.2.2	<p><u>Delete</u> paragraphs 13.2.1 through 13.2.10 and <u>replace</u> them with the following:</p> <p>13.2.1 As of the date of the final certificate for payment, the <i>Owner</i> expressly waives and releases the <i>Contractor</i> from all claims against the <i>Contractor</i> including without limitation those that might arise from negligence or breach of contract by the <i>Contractor</i> except for one or more of the following:</p> <ul style="list-style-type: none"> .1 those made in writing prior to the date of the final certificate for payment and still unsettled; .2 those arising from the provisions of GC12.3 – WARRANTY or GC13.1 – INDEMNIFICATION; .3 those arising from GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the <i>Contractor</i> bringing or introducing any toxic or hazardous substances and materials to the <i>Place of the Work</i> after the <i>Contractor</i> commences the Work; .4 those made by <i>Notice in Writing</i> within a period of six years from the date of <i>Substantial Performance of the Work</i> as set out in the certificate of <i>Substantial Performance of the Work</i>, or within such shorter period as may be prescribed in any limitation statute of the province or territory of the <i>Place of the Work</i> and arising from any liability of the <i>Contractor</i> for damages resulting from the <i>Contractor's</i> performance of the <i>Contract</i> with respect to substantial defects or deficiencies in the <i>Work</i> for which the <i>Contractor</i> is proven responsible. As used herein, “substantial defects or deficiencies” means those defects or deficiencies in the <i>Work</i> where the reasonable cost of repair of such defects or deficiencies exceeds: <ul style="list-style-type: none"> .1 for a <i>Contract Price</i> of \$2,000,000 or less, the sum of \$50,000, before GST; .2 for a <i>Contract Price</i> of \$2,000,000 or more, the sum of \$100,000, before GST.
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		<p>13.2.2 As of the date of certificate of <i>Substantial Performance of the Work</i>, the <i>Contractor</i> expressly waives and releases the <i>Owner</i> from all claims which it has or reasonably ought to have knowledge of that could be advanced against the <i>Owner</i> including without limitation those that might arise from the negligence or breach of contract by the <i>Owner</i> except:</p> <p>.1 those made in writing prior to the <i>Contractor's</i> application for final payment and still unsettled; and</p> <p>.2 those arising from the provisions of GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 – PATENT FEES.</p>
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SC63 PART 14 OTHER PROVISIONS

SC63.1	14.1	<p><u>Add</u> new GC 14.1 CONTRACT SECURITY as follows:</p> <p>GC 14.1 CONTRACT SECURITY</p> <p>14.1.1 Where the <i>Contract Price</i> is greater than \$500,000.00 (excluding HST), prior to commencement of the <i>Work</i>, the <i>Contractor</i> shall furnish a performance bond in favour of the <i>Owner</i>, covering the faithful performance of the Contract, including the payment obligations arising there under, made upon the form prescribed by <i>the Construction Act</i> (Form 32) and issued by such surety company(ies) licensed under the <i>Insurance Act</i> to write surety and fidelity insurance and are approved by the <i>Owner</i>. The bond shall be for fifty per cent (50%) of the <i>Contract Price</i> or such greater amount as may be specified in the <i>Contract Documents</i>.</p> <p>14.1.2 Where the <i>Contract Price</i> is greater than \$500,000.00 (excluding HST), prior to commencement of the <i>Work</i>, the <i>Contractor</i> shall furnish a labour and material payment bond in favour of the <i>Owner</i> that extends protection to <i>Subcontractors</i> and <i>Suppliers</i> in the form prescribed by <i>the Construction Act</i> (Form 31) and issued by such surety company(ies) licensed under the <i>Insurance Act</i> to write surety and fidelity insurance and are approved by the <i>Owner</i>. The bond shall be for fifty per cent (50%) of the <i>Contract Price</i> or such greater amount as may be specified in the <i>Contract Documents</i>.</p> <p>14.1.3 The <i>Contractor</i> represents and warrants that it has provided its surety with a copy of the Contract prior to the issuance of such bonds.</p> <p>14.1.4 It is the intention of the Contract that the performance bond shall be applicable to all of the <i>Contractor's</i> obligations under this Contract and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply.</p> <p>14.1.5 The <i>Contractor</i> shall extend both the performance bond and labour and material bond obtained in accordance with GC 14.1.1, 14.1.2, 14.1.3, and 14.1.4 in the event of a delay dispute with the <i>Owner</i>.</p>
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		<p>14.1.6 Notwithstanding any other provision of this <i>Contract</i>, a claim by the <i>Contractor</i> for an increase to the <i>Contract Price</i> as a result of an increase in the premiums for the bonds required under this GC 14.1 will be conditional upon the <i>Owner's</i> receipt of (a) an updated copy of the applicable bond (or a rider to the applicable bond) showing the increase in the value of the bond, and (b) an invoice, voucher, or other request for payment from the applicable surety company showing the amount of increase to the premiums. Any claim by the <i>Contractor</i> for an increase to the <i>Contract Price</i> as described under this GC 14.1.6, including as a part of any <i>Change Order</i> or <i>Change Directive</i>, may only occur once during each 3-month period for the duration of the <i>Project</i>.</p>
SC63.2	14.2	<p><u>Add</u> new GC 14.2 GENERAL LABOUR CONDITIONS as follows:</p> <p>“GC 14.2 GENERAL LABOUR CONDITIONS</p> <p>14.2.1 Any part of the <i>Work</i> performed by the <i>Contractor</i> on behalf of the <i>Owner</i> that falls under the provisions of the current provincial agreement covering construction work in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals, including Carpenters Local 27 and Carpenters Local 675, (the “<i>Carpenters ICI Collective Agreement</i>”) shall be performed by employees covered by the <i>Carpenters ICI Collective Agreement</i>.</p> <p>14.2.2 General contractors working on projects at all University campuses with a value below One Hundred Thousand (\$100,000) and above Five Million (\$5,000,000) must be bound to the provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals, including Carpenters Local 27 and Carpenters Local 675.</p> <p>14.2.3 These <i>General Labour Conditions</i> shall apply to each <i>Subcontractor</i> and the <i>Contractor</i> shall include these <i>General Labour Conditions</i>, with necessary changes, in each of its contracts with <i>Subcontractors</i> for any part of the <i>Project</i>.</p> <p>14.2.4 The <i>Contractor</i> shall indemnify and save the <i>Owner</i> harmless from and against all loss, claim, expense or damage suffered by the <i>Owner</i> arising from the failure of the <i>Contractor</i> or any <i>Subcontractor</i> to comply with the requirements of these <i>General Labour Conditions</i> and agrees that the <i>Owner</i> may set-off against the <i>Contractor's</i> payables an amount equal to said loss, claim, expense. This indemnity is in addition to, and not limited by, the indemnity of the <i>Contractor</i> in GC13.1 – INDEMNIFICATION.”</p>
SC63.3	14.3	<p><u>Add</u> new GC 14.3 OWNERSHIP OF MATERIALS as follows:</p> <p>GC 14.3 OWNERSHIP OF MATERIALS</p> <p>14.3.1 Unless otherwise specified, all materials existing at the <i>Place of the Work</i> at the time of execution of the <i>Contract</i> shall remain the property of the <i>Owner</i>. All <i>Work</i>, <i>Products</i> and materials delivered by the <i>Contractor</i> which form part of the <i>Work</i> shall be considered the property of the <i>Owner</i> but the <i>Contractor</i> shall remove all</p>

		surplus or rejected materials as its property when notified in writing to do so by the <i>Consultant</i> .
SC63.4	14.4	<p><u>Add</u> new GC14.4 CONTRACTOR DISCHARGE OF LIABILITIES as follows:</p> <p>GC 14.4 CONTRACTOR DISCHARGE OF LIABILITIES</p> <p>14.4.1 In addition to the obligations assumed by the <i>Contractor</i> pursuant to GC3.6, the <i>Contractor</i> agrees to discharge all liabilities incurred by it for labour, materials, services, <i>Subcontractors</i> and <i>Products</i>, used or reasonably required for use in the performance of the <i>Work</i>, on the date upon which each such liability becomes due.</p> <p>14.4.2 The <i>Contractor</i> shall cause every <i>Subcontractor</i> and <i>Supplier</i> engaged in the performance of the <i>Work</i> to discharge all liabilities incurred by them for labour, materials, services and <i>Products</i> used or reasonably required for use in the performance of the <i>Work</i>. <i>Workmen</i> employed by a <i>Subcontractor</i> or <i>Supplier</i> shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the <i>Subcontractors</i> and <i>Suppliers</i> shall be discharged on the date upon which each becomes due. At the request of the <i>Owner</i>, the <i>Contractor</i> shall furnish the <i>Owner</i> with satisfactory evidence that its liabilities and those of its <i>Subcontractors</i> and <i>Suppliers</i> have been discharged.</p>
SC63.5	14.5	<p><u>Add</u> new GC 14.5 AS-BUILT DRAWINGS as follows:</p> <p>GC 14.5 AS-BUILT DRAWINGS</p> <p>14.5.1 Unless otherwise provided in the <i>Contract Documents</i>, the <i>Contractor</i> shall prepare <i>As-Built Drawings</i> and provide them to the <i>Consultant</i> for review.</p> <p>14.5.2 The <i>Contractor</i> will conduct an initial review and prepare a punch list, or a list of deficiencies in accordance with the Ontario Association of Architects/Ontario General Contractors' Association Document 100. The <i>Contractor's</i> punch list or deficiency list will include a complete list of all the items identified in the <i>Contract</i> that the <i>Contractor</i> and <i>Subcontractors</i> identify as incomplete or deficient in any way. Each area outlined on the <i>Contractor's</i> punch list should be effectively identified such that the <i>Consultant</i> can reference the punch list during their review of the <i>Work</i>.</p> <p>14.5.3 The <i>Contractor</i> and the <i>Consultant</i> shall conduct a joint review when deemed appropriate for the status of the completion of the <i>Work</i>. Such review may include the entire design team and commissioning agent to agree on the nature of the deficient <i>Work</i> listed in the <i>Contractor's</i> punch list and the values to be retained for completion.</p> <p>14.5.4 The <i>Contractor</i> shall submit the punch list to the <i>Consultant</i> as an electronic file</p>

		<p>in a format agreeable to both parties.</p> <p>14.5.5 The <i>Contractor</i> will receive and manage the consolidated deficiency list (that includes the <i>Contractor's</i> punch list and the <i>Consultant's</i> deficiency list) from the <i>Consultant</i> and promptly rectify the deficiencies and advise the <i>Consultant</i> when the deficient <i>Work</i> has been completed.</p> <p>14.5.6 The <i>Contractor</i> will generate a list of timelines and remaining items to be completed for approval by the <i>Consultant</i>, commissioning agent and the <i>Owner</i>. The <i>Contractor</i> is responsible to maintain and manage the consolidated deficiency list.</p> <p>14.5.7 The <i>Contractor</i> will conduct a final review and check off the remaining items. Further reviews are dependent on the <i>Contractor</i>. The <i>Consultant</i> will value items by mutual agreement with the <i>Owner</i> that cannot be performed to the satisfaction of the <i>Contract</i> and the <i>Consultant</i> will issue credit change orders or zero cost change orders to remove those items from the <i>Contract</i>."</p>
SC63.6	14.6	<p><u>Add</u> new GC 14.6 DAILY REPORTS/DAILY LOGS as follows:</p> <p>GC 14.6 DAILY REPORTS/DAILY LOGS</p> <p>14.6.1 The <i>Contractor</i> shall cause its supervisor, or such competent person as he or she may delegate, to prepare a daily log or diary reporting on weather conditions, <i>work</i> force of the <i>Contractor</i>, <i>Subcontractors</i>, <i>Suppliers</i> and any other forces on site and also record the general nature of <i>Project</i> activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to- day <i>work</i> force.</p> <p>14.6.2 The <i>Contractor</i> shall also maintain records, either at its head office or at the <i>Place of the Work</i>, recording staffing, labour and material resourcing on the <i>Project</i>, and records documenting the activities of the <i>Contractor</i> in connection with the <i>Construction Schedule</i>, and comparing that resourcing to the resourcing anticipated when the most recent version of the <i>Construction Schedule</i> was prepared pursuant to GC3.4.</p> <p>14.6.3 Upon request by the <i>Owner</i> or the <i>Consultant</i>, the <i>Contractor</i> shall make available for inspection and copying all of the records generated pursuant to this GC14.6 along with any other routine <i>Project</i> records ordinarily maintained by the <i>Contractor</i>.</p>
SC63.7	14.7	<p><u>Add</u> new GC 14.7 CONSTRUCTION LIENS as follows:</p> <p>GC 14.7 CONSTRUCTION LIENS</p>

		<p>14.7.1 In the event that a claim for lien is registered against the title to the <i>Project</i> by a <i>Subcontractor</i> or <i>Supplier</i>, and provided the <i>Owner</i> has paid all amounts properly owing under the <i>Contract</i>, the <i>Contractor</i> shall, at its own expense:</p> <p>.1 within 7 days of receipt of a notice of lien, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and</p> <p>.2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.</p> <p>14.7.2 In the event that the <i>Contractor</i> fails to conform with the requirements of GC 14.7.1 the <i>Owner</i> may fulfill those requirements without <i>Notice In Writing</i> to the <i>Contractor</i> and set off and deduct from any amount owing to the <i>Contractor</i>, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the <i>Owner</i> to the <i>Contractor</i>, then the <i>Contractor</i> shall reimburse the <i>Owner</i> for all of the said costs and associated expenses, including the <i>Owner's</i> reasonable legal expenses.</p> <p>14.7.3 In the event that any <i>Subcontractor</i> or <i>Supplier</i> registers any claim for lien with respect to all or part of the <i>Place of Work</i>, the <i>Owner</i> shall have the right to withhold, in addition to the statutory holdback, the full amount of said claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien and to bring a motion to vacate the registration of said claim for lien and any associated certificate of action in respect of that lien, in accordance with Section 44 of <i>the Construction Act</i>, by paying into court as security the amount withheld.</p> <p>14.7.4 Section 20(1) of <i>the Construction Act</i> does not apply to this <i>Contract</i> and no general lien arises under or in respect of the <i>Work</i>, such that all liens shall arise and expire on a lot-by-lot basis.</p> <p>14.7.5 Nothing in this GC 14.7 serves to preclude the <i>Contractor</i> from preserving and perfecting its lien in the event of non-payment by the <i>Owner</i>.</p>
SC63.8	14.8	<p><u>Add</u> new GC14.8 NEUTRAL APPOINTING AUTHORITY as follows:</p> <p>GC 14.8 NEUTRAL APPOINTING AUTHORITY</p> <p>14.8.1 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term “neutral appointing authority”, as used in both the Rules for Mediation of CCDC2 Construction Disputes and the Rules for Arbitration of CCDC2 Construction Disputes shall mean the “Appointing Committee” at ADR Chambers presiding at the time notice of the dispute is given pursuant to the Contract.</p>

SC63.9	14.9	<p><u>Add</u> new GC 14.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT as follows:</p> <p>GC 14.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</p> <p>14.9.1 Throughout the term of this <i>Contract</i>, and for a period of seven years thereafter, the <i>Owner</i> and the <i>Contractor</i> will protect the confidentiality of all proprietary and <i>Confidential Information</i> of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and <i>Confidential Information</i> which shall be, at a minimum, a reasonable standard, and, in any event, each party shall protect the confidentiality of all such proprietary and <i>Confidential Information</i> as may be required by law, including, without limitation, as may be required under the <i>Freedom of Information and Protection of Privacy Act</i>.</p> <p>14.9.2 Notwithstanding the obligations of the <i>Owner</i> described in paragraph 14.9.1, the <i>Contractor</i> acknowledges that the <i>Owner</i> is subject to the <i>Freedom of Information and Protection of Privacy Act</i>, as amended, and may be required to release, in whole or in part, this <i>Contract</i> and any other documents or information in the <i>Owner's</i> possession or control that relate to this <i>Contract</i>.</p>
SC63.10	14.10	<p><u>Add</u> new GC 14.10 AUDIT as follows:</p> <p>GC 14.10 AUDIT</p> <p>14.10.1 For seven years following the expiry or termination of this <i>Contract</i>, the <i>Contractor</i> shall maintain and retain complete and accurate records and documents pertaining to this <i>Contract</i> and the furnishing of the <i>Work</i> including all necessary records to substantiate all charges and payments under this <i>Contract</i> and that the <i>Work</i> was completed in accordance with the <i>Contract</i> and the applicable law. During the term of this <i>Contract</i> and for seven years after the term, the <i>Contractor</i> shall permit and assist the <i>Owner</i> in conducting audits of the operations of the <i>Contractor</i> to verify all charges and payments under this <i>Contract</i> and that the <i>Work</i> was completed in accordance with the <i>Contract</i> and with applicable law. The <i>Owner</i> shall provide the <i>Contractor</i> with at least 10 <i>Working Days'</i> prior notice of its requirement for such an audit. If any such audit or inspection, reveals the payments paid by the <i>Owner</i> to be incorrect, so that such error resulted in an overpayment by the <i>Owner</i> equal to or greater than three percent of <i>Contract Price</i> required to be paid by the <i>Owner</i> in accordance with this <i>Contract</i>; or reveals any breach, violation or non-performance by the <i>Contractor</i> of any term, condition, representation, warranty or covenant contained in this <i>Contract</i>, then the <i>Contractor</i> shall (in addition to forthwith reimbursing the <i>Owner</i> for any overpayment) pay all costs incurred by the <i>Owner</i> with respect to any audit(s) and/or inspection(s) that uncovered such error, including the costs of any internal and external auditors, accountants and associates of the <i>Owner</i> directly involved with such process.</p>

END OF SUPPLEMENTARY CONDITIONS TO CCDC 2-2020

APPENDIX 1 – FORM OF CHANGE ORDER

CHANGE ORDER

CO No.

Date:	Project Number:	_____
Project Name: (Building Name)	Purchase Order:	_____
(Description)	Vendor ID:	_____
(Consultant Reference)	GL Number:	835757

TO:

Contractor:

Attention:

Address:

You are hereby instructed, subject to the provisions of the above-named contract, to provide all labour, products and services required to incorporate the changes in the scope of work described in the contract.

The adjustment(s) set out in this Change Order represent the final adjustment to the Contract Price, if any, and the final adjustment in Contract Time, if any, arising out of the change in the Work covered by the Change Order. Unless otherwise expressly provided for in this Change Order, the Contractor accepts this Change Order as full and final settlement of any and all claims, and releases all other claims, if any, arising from the Work contemplated by this Change Order, including without limitation all claims for delay, consequential, indirect or special damages.

Value of this Change Order (excluding HST) \$0.00

CO TITLE:

Description	Credits	Extras

CONTRACT TIME:

By this Change Order, the Contract Time is adjusted by _____ working days as confirmed by the approved critical path schedule.

REASON FOR CHANGE:

- ☐ (Code 0) Award of Subtrade Contract ☐ (Code 1) User/Client Request ☐ (Code 2) Fire/Other Authority Requirement
☐ (Code 3) Unforeseen Site Condition ☐ (Code 4) Coordination Conflict ☐ (Code 5) Other, specify

RECOMMENDED BY: ("The undersigned have reviewed the quotation(s) and schedule, if required, assembled by the Contractor and find the change to the Contract Amount and Contract Time to be fair and reasonable.")

x

Name _____ Prime Consultant, Title, Company _____ Date _____

ACCEPTED BY:

x

Name _____ Contractor, Title, Company _____ Date _____

ACKNOWLEDGED BY:

x

Client's Name _____ Department/Faculty/Division/Campus _____ Date _____

RECOMMENDED BY:

x

Name _____ Project Manager, UPDC _____ Date _____

APPROVED BY:

x

Name _____ Executive Director, UPDC _____ Date _____

DISTRIBUTION: Copy to: Prime Consultant, Contractor, Project Manager Original to: Portal Administrator

APPENDIX 2

**Amendment to Rules for Mediation and Arbitration of Construction Disputes (CCDC-40, 2018)
(the "Rules")**

The Rules assume the use of the Standard Construction Documents CCDC 2-2020 for a Stipulated Price Contract, including the Agreement, Definitions, General Conditions and any amendments or supplementary conditions, if there are any. This Amendment supersedes, replaces or amends the Rules, as the case may be, as outlined below.

1. RULES FOR MEDIATION

- 1.1 Additional Parties. Amend clause 3.1 by deleting the words "At any time prior to" and replacing them with "No later than 20 Working Days prior to".
- 1.2 Communications. Delete clauses 4.1 and 4.2 and replace them with the following:
- "4.1 Written notices and other communications among and between the Parties and the Mediator shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out in Article 6.1 of the Contract or, in the case of the Mediator or any Additional Party, addressed as directed by such party. Such notices and other communications will be deemed to be received by the addressee on the next Working Day if sent by e-mail after normal business hours or if sent by overnight commercial courier. An address for a Party or the Mediator may be changed by delivering a written notice to such effect to the other Parties and the Mediator setting out the new address in accordance with this clause 4.1."
- 1.3 Appointment of Mediator. Delete clause 5.1 and replace it with the following:
- "5.1 By Agreement. Where a party desires the appointment of a Project Mediator and gives a notice in writing to that effect, such notice shall include the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. Within five Working days of receiving such a notice, the other party shall deliver a responding notice including the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. From the names submitted by the parties, the parties shall unanimously appoint a mediator."
- 1.4 Appointment of Mediator. Amend clause 5.2, by deleting the words "a judge" and replace it with "an associate judge or judge".
- 1.5 Appointment of Mediator. Delete clause 5.4 and replace it with the following:
- "5.4 When the Mediator has been appointed, whether pursuant to clause 5.1 or clause 5.2, the Parties and the Mediator shall enter into an agreement in writing pursuant to which the terms and conditions of the engagement of the Mediator shall be set out. Such agreement shall include an undertaking by the Mediator to carry out the mediation pursuant to these Rules and such agreement shall specifically set out the undertaking of the Mediator and the Parties as to "Confidentiality" (Clause 14.1) "Costs of the Mediation" (Clause 12) and "Privileged Process" (Clause 14.2)."
- 1.6 Time and Place of Mediation. Amend clause 7.1 by adding the following sentence to the end of the clause: "However, the Parties by agreement, and not the Mediator, will set the duration of the initial mediation session (e.g., half-day, 1-day, 2-days, etc.). Only where the Parties cannot reach agreement within a reasonable time shall the Mediator determine the duration of the initial mediation session."

- 1.7 Representation. Amend clause 8.1 by deleting the words “or are readily available for consultation”.
- 1.8 Right of Withdrawal. Amend clause 11.1 by deleting the words “, and the Mediator,”.
- 1.9 Privileged Process. Amend clause 14.1 by adding the following to the end of the paragraph: “The Parties, their legal counsel and any other person(s) present during the mediation session, including the Mediator, shall keep confidential all matters and documents disclosed during the mediation except where the disclosure is necessary for implementation of any agreement reached or is required by law.”

2. RULES FOR ARBITRATION

- 2.1 Additional Parties. Amend clause 3.1 by adding the following to the end of the sentence: “, or such Additional Party or Additional Parties are compelled to join the arbitration by court order.”
- 2.2 Additional Parties. Amend clause 3.2 by deleting the words “At any time prior to” and replacing them with “No later than 60 Working Days prior to”.
- 2.3 Communications. Delete clauses 4.1 and 4.2 and replace them with the following:
- “4.1 Written notices and other communications among and between the Parties and the Arbitrator shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier during normal business hours or if sent during normal business hours by e-mail during the transmission of which no indication of failure of receipt is communicated to the sender, and addressed as set out in Article 6.1 of the Contract or, in the case of the Arbitrator or any Additional Party, addressed as directed by such party. Such notices and other communications will be deemed to be received by the addressee on the next Working Day if sent by e-mail after normal business hours or if sent by overnight commercial courier. An address for a Party or the Arbitrator may be changed by delivering a written notice to such effect to the other Parties and the Mediator setting out the new address in accordance with this clause 4.1.
- 4.2 [Intentionally Deleted]”.
- 2.4 Location of Arbitration. Add the following as a second sentence to clause 5.1:
- “Failing agreement by the Parties, the Arbitrator may select a location for the arbitration within the jurisdiction of the Place of Work, which is reasonably convenient to both parties considering the location of the Place of the Work.”.
- 2.5 Appointment of Arbitrator: In clause 9.1, delete the words “Unless otherwise required by law or by the Agreement to Arbitrate,”.
- 2.6 Appointment of Arbitrator: Delete clause 9.3 and replace it with “[Intentionally Deleted]”.
- 2.7 Appointment of Arbitrator: Delete clause 9.4 and replace it with “[Intentionally Deleted]”.
- 2.8 Appointment of Arbitrator: In clause 9.7 delete the words “or 9.4(b)” and “or a third Arbitrator, as the case may be”.
- 2.9 Appointment of Arbitrator. Delete clause 9.9 and replace it with the following:
- “9.9 When an arbitrator has been appointed, pursuant to this Section 9, the Parties and the arbitrator shall enter an agreement in writing setting out, at minimum, the name of the arbitrator, the undertaking of the arbitrator and the parties to conduct the arbitration pursuant to these Rules and the terms and

conditions of engagement of the arbitrator including the fees to be paid and expenses to be reimbursed and any arrangements required to provide for interim payment of fees and/or expenses to the arbitrator.”

2.10 Procedural Meeting: In clause 10.1, delete the words “or the chairperson of the arbitral tribunal”.

2.11 Procedural Meeting. Add the following new sentence to clause 10.3:

“Such written record shall be deemed to be the procedural code for the conduct of the arbitration, subject to any further orders of the Arbitrator or of the Court of competent jurisdiction.”

2.12 Powers of the Arbitrator. Delete clause 11.1 and substitute the following:

“Subject to these Rules and subject to the written record described in clause 10.3, the Arbitrator may conduct the arbitration in such manner as the Arbitrator, acting reasonably, considers appropriate provided that in all events each Party shall be treated fairly and given a full opportunity to present its case and respond to the case presented by the other Party.”

2.13 Powers of the Arbitrator: Delete clause 11.4 and replace it with “[Intentionally Deleted]”.

2.14 Disclosure. Delete clause 13.1(a) and replace it with the following:

“(a) which are relevant to the issues in dispute, and..”.

2.15 Disclosure. Delete clause 13.2 and replace it with the following:

“13.2 The Arbitrator may order one or both Parties to prepare an affidavit, within a specified time, in which such Party deposes under oath that it has made a full and complete listing of documents pursuant to clause 13.1(a) that the Party has in its care custody or control, where the Arbitrator has reason to believe that one or both Parties have not made full and complete disclosure of the documents relevant to the issues in the arbitration.”

2.16 Disclosure. Delete clause 13.3 and replace it with the following:

“13.3. The Parties shall agree upon a protocol for the efficient electronic disclosure of all documents that a Party has listed under clause 13.1 or that the Arbitrator has ordered to be produced under clause 13.2. Any dispute as to the protocol shall be fully and finally resolved at the discretion of the Arbitrator.”

2.17 Expert Evidence. Amend clause 16.2 by deleting the words “, but without the Parties’ consent,” and replace them with “, and only with the Parties’ consent,”

2.18 Consolidation. Amend clause 24.1(a) by adding the following wording to that clause:

“...on the same Project,..”.

3. APPENDIX A – MEDIATOR SERVICES AGREEMENT

3.1 Delete Appendix A and all clauses therein.

4. APPENDIX B – ARBITRATOR SERVICES AGREEMENT

4.1 Delete Appendix B and all clauses therein.

APPENDIX 3

**LANGUAGE FOR U OF T PERSONNEL OR FOR THIRD PARTY CONTRACTORS ENTERING A PROJECT
SITE WHERE THE *Contractor* HAS ASSUMED OVERALL RESPONSIBILITY – IN CONTRACT – FOR
OCCUPATIONAL HEALTH AND SAFETY**

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

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

EXHIBIT “1”
Project-specific requirements for a “*Proper Invoice*”

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

- (a) be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) be in writing;
- (c) be dated the last day of the applicable *Payment Period*;
- (d) contain the *Contractor's* name, telephone number and mailing address and contact information of the *Contractor's* project manager;
- (e) contain the title of the *Project* and the *Owner's* contract number or purchase order number under which the work was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (f) contain a reference to the application for payment number in which the requested payment is being made (e.g. Progress Payment #1, Progress Payment #2, etc.);
- (g) contain the date the written bill, invoice, application for payment, or request for payment is being issued by the *Contractor*;
- (h) identify the period of time in which the labour and/or materials were supplied to the *Owner*;
- (i) reference to the provisions of the *Contract* under which payment is being sought (e.g., GC 5.3 – PAYMENT for progress payments, GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK for release of holdback or GC 5.5 – FINAL PAYMENT for final payment, etc.);
- (j) a description, including quantities where appropriate, of the services or materials, or a portion thereof, that were supplied and form the basis of the *Contractor's* request for payment;
- (k) *Subcontractor* and *Supplier* invoices and supporting materials, as needed, to support the amount being claimed by the *Contractor*;
- (l) a statement based on the schedule of values required under GC 5.2.4;
- (m) the amount the *Contractor* is requesting to be paid by the *Owner*, set out in a statement based on the schedule of values approved under GC 5.2.5, separating out any statutory or other holdbacks, set-offs, credits in favour of the *Owner*, and HST;
- (n) with each application for progress payment after the first, a Statutory Declaration, on an original form of CCDC Document 9A-2018, stating that all accounts for labour, subcontracts, *Products*, *Equipment*, and other indebtedness which may have been incurred by the *Contractor* as of the last day of the payment period or an alternative day agreed by the parties and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute;
- (o) a current Workplace Safety Insurance Board clearance certificate;

- (p) with the first application for payment a proposed *Baseline Schedule*, and with each application for payment thereafter if requested by the *Owner*, an updated *Construction Schedule*, each in compliance with the format(s) required under GC 3.4 – CONSTRUCTION SCHEDULE;
- (q) if requested by the *Owner*, a current and valid certificate(s) of insurance as required under GC 11.1 – INSURANCE;
- (r) the following statement: “Provided this *Proper Invoice* complies with the requirements of the *Contract* and provided no *Notice of Non-Payment* is issued by the *Owner*, payment is due within 28 days from the date this *Proper Invoice* is received by the *Owner*.”;
- (s) the name, title, telephone number and mailing address of the person at the place of business of the *Contractor* to whom payment is to be directed; and
- (t) in the case of the *Contractor*’s application for final payment under GC 5.5:
 - a. sufficient evidence of the *Contractor*’s compliance with GC 3.11.3; and
 - b. an executed, original, Full and Final Release of all claims that may arise as a result of the *Work*, which Full and Final Release executed by the *Contractor* shall be in a form approved by the *Owner*.

EXHIBIT "2"

Project-specific requirements for the Baseline Schedule and the *Construction Schedule*

1. The *Baseline Schedule* and every subsequent update to the *Construction Schedule*, shall include and conform to the following basic requirements:
 - (a) be developed and maintained using the most current version of MS Project or, when requested in writing by the *Owner*, the latest version of Oracle Primavera P6;
 - (b) clearly demonstrate that the *Work* will be performed in conformity with the *Contract Time*, with express references to (at a minimum):
 - (i) the date of the *Contractor's* mobilization at the *Place of the Work*;
 - (ii) a *Products* delivery schedule showing those *Products* whose delivery will affect the critical path to achieve *Ready-for-Takeover* within the *Contract Time* or are required under the *Specifications* to be included in the *Products* delivery schedule;
 - (iii) each *Milestone*, including the dates prescribed in Article A-1.3 for *Substantial Performance of the Work*, *Occupancy*, and *Ready-for-Takeover*;
 - (iv) any interim milestones requested by the *Owner* in writing following an adjustment to the *Contract Time* that has been approved in accordance with the *Contract*;
 - (c) logically link all activities with predecessor and successor activities, so that the critical path and interconnections are accurately identified and progress and re-forecasting can be correctly made as changes during the performance of the *Work*;
 - (d) a tracking variance showing the current *Construction Schedule* relative to the *Baseline Schedule*;
 - (e) relationships types shall be shown as Finish to Start relationships (to maintain forward reaction), and the application of constraints, lags, and leads is not acceptable;
 - (f) activities of a length greater than 20 *Working Days* shall be broken into sub-tasks (each not to exceed 20 *Working Days*) to allow for the progress of the *Work* to be accurately tracked;
 - (g) resource loading shall be expressed in work hours;
 - (h) all non-*Working Days* shall be identified and accounted for in the *Contractor's* scheduling analysis, including statutory holidays, any trade, union, or industry-specific non-*Working Days*, weather allowances, labour shifts and collective agreement stipulations, technical requirements and other considerations influencing the duration and logic of activities;
 - (i) all data point shall be labeled with a currency date;
 - (j) each submission of the *Construction Schedule* by the *Contractor* to the *Owner*, including the submission of the baseline schedule, shall be in hard copy, PDF, and native format (e.g., .mpp format for Microsoft Project); and
 - (k) attach, either as part of the *Construction Schedule* or as a separate document, a *Construction Schedule* dependent cash flow forecast showing the *Contractor's* anticipated monthly billings as a function of the *Construction Schedule* logic.

2. No activity referenced in the *Baseline Schedule* or any revised *Construction Schedule* will be deleted for any reason. In the event that an activity or group of activities are no longer required (in that the Work that the activities represent have been removed from the Project) then the affected activities will be moved to a Work Breakdown Structure element called “deleted” (positioned at the end of the Work Breakdown Structure). Logic tying these deleted activities to the *Construction Schedule* shall be removed. The *Construction Schedule* logic shall be adjusted to ensure that the removal of these deleted activities does not leave any open ends and that the integrity of the schedule logic is not compromised.
3. Each update of the *Construction Schedule* shall be accompanied by a progress schedule report that sets out:
 - (a) a summary of significant progress since the previous *Construction Schedule* was issued, including elements started or completed during the period;
 - (b) a brief explanation of any alterations in the *Construction Schedule* since the previous *Construction Schedule* (or *Baseline Schedule*, as the case may be) was issued, including any alterations (whether increments or decrements) made to the original duration (duration in the *Baseline Schedule*) of activities listed in the *Construction Schedule* and any alterations to the sequencing of work;
 - (c) confirmation that details of all third-party items, including activities dependent on and/or subject to third-party actions, included in the *Construction Schedule* are accurately represented as documented by the third-party in the schedule to the best of *Contractor's* knowledge; and
 - (d) a statement by *Contractor* that there either “has”, or “has not” been, any alteration to the critical path since the previous *Construction Schedule* was issued.
4. Each update shall also include a “Critical Path Report” encompassing all Work from the date stated in Article A-1.3 for commencement of the Work to *Ready-for-Takeover*. The Critical Path Report shall include:
 - (a) a Gantt Chart schedule that shows the critical path of the *Project* as well as near-critical path activities. Near-critical path activities shall be activities having less than 20 days total float;
 - (b) Gantt Chart schedules that show the individual critical paths through each of the *Milestones*;
 - (c) critical path analysis including the following:
 - (i) actual progress against baseline target dates for each critical path or near-critical path activity;
 - (ii) any critical path or near-critical path activities and/or milestones that are more than 20 *Working Days* behind schedule, relative to the then current *Construction Schedule*;
 - (iii) a narrative that describes the changes in the critical path or near-critical path activities since the approval of the current version of the *Construction Schedule*;
 - (iv) assessment and analysis of the risk of delay to the *Construction Schedule* and the mitigation of these risks in a tabular form; and
 - (v) provisions for addressing the behind-schedule critical path or near-critical path activities such that each *Milestone* will occur on the respective target dates currently listed in the approved *Construction Schedule*.