

SUPPLEMENTARY CONDITIONS TO CCDC 2-2020

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1 ARTICLE A-1 THE WORK

SC1.1	A-1.3	Amend Article A-1.3 by <u>deleting</u> all of the words after " <i>Contract Documents</i> " and <u>replace</u> them with the following: "attain .1 <i>Substantial Performance of the Work</i> by the 7th day of August in the year 2026 ; .2 <i>Occupancy</i> by the 24th day of July in the year 2026, and .3 attain <i>Ready-for-Takeover</i> by the 28th day of the August in the year 2026."
-------	-------	--

SC2 ARTICLE A-3 CONTRACT DOCUMENTS

SC2.1	A-3.1	<u>Add</u> the following documents to the list of <i>Contract Documents</i> in Article A-3.1 as follows: <ul style="list-style-type: none">– Addenda, as issued– Supplementary Conditions to CCDC 2-2020– the Form of Tender as approved and accepted by the Owner– detailed Lump Sum Schedule Breakdown as approved and accepted by the Owner– the <i>Specifications</i>– <i>Drawings</i>– Performance Bond– Labour and Material Payment Bond– <i>Procurement Documents</i>– <i>Procurement Response</i>
-------	-------	--

SC3 ARTICLE A-4 CONTRACT PRICE

SC3.1	A-4.4	<u>Delete</u> Article A-4.4 and <u>replace</u> it with the following: "4.4 The <i>Contract Price</i> shall remain fixed for the duration of the <i>Contract Time</i> , subject only to adjustments as provided for in the <i>Contract Documents</i> . For certainty, and without limiting the general application of the preceding sentence, the <i>Contractor</i> assumes all risks in connection with cost increases for <i>Products, Labour, and</i>
-------	-------	--

		<p><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, Construction Equipment, Supplier, or Subcontractor</i> in its calculation of the <i>Contract Price</i>."</p>
--	--	--

SC4 ARTICLE A-5 PAYMENT

SC4.1	A-5.1	<p><u>Delete</u> Article A-5.1 in its entirety, including all subparagraphs and <u>replace</u> it with the following:</p> <p>"5.1 Subject to the provisions of the <i>Contract Documents</i> and the <i>Construction Act</i>, the <i>Owner</i> shall:</p> <ul style="list-style-type: none"> .1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> when due together with such <i>Value Added Taxes</i> as may be applicable to such payments, .2 upon <i>Substantial Performance of the Work</i> as certified by the <i>Consultant</i> and upon the expiry of the holdback period that follows the publication of the certificate of <i>Substantial Performance of the Work</i>, as stipulated in the <i>Construction Act</i>, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> the unpaid balance of the holdback, together with such <i>Value Added Taxes</i> as may be applicable to such payment, less any amount stated in any <i>Notice of Non-Payment</i> that is published by the <i>Owner</i> in accordance with the <i>Construction Act</i>, .3 after <i>Ready-for-Takeover</i> has been achieved in accordance with the <i>Contract Documents</i> and the <i>Work</i> is complete, there being no claims for lien registered against the title to the <i>Place of the Work</i> and no written notices of lien delivered to the <i>Owner</i>, pay the <i>Contractor</i> any unpaid balance of the <i>Contract Price</i> in accordance with GC 5.5 – FINAL PAYMENT less any <i>Maintenance Holdback</i>, together with such <i>Value Added Taxes</i> as may be applicable to such payment."
SC4.2	A-5.2.1	<p><u>Delete</u> Article A-5.2.1 in its entirety and <u>replace</u> it with the following:</p> <p>"5.2 Interest</p> <ul style="list-style-type: none"> .1 Should either party fail to make payments as they become due under the terms of the <i>Contract</i> or in an award by an adjudicator, arbitration, or court, interest at the rate of two percent (2%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by The Royal Bank of Canada for prime business loans as it may change from time to time."
SC4.3	A-5.3	<p><u>Add</u> new Article A-5.3 as follows:</p> <p>"5.3 As payments become due, the <i>Contractor</i> shall, in accordance with the terms of its agreements with any <i>Subcontractors, Suppliers</i> and workers, pay all of its <i>Subcontractors, Suppliers, and workers</i> in full on account of <i>Work</i> properly performed or <i>Products</i> properly supplied, as applicable, less any holdback monies retained in compliance with the <i>Construction Act</i>."</p>

--	--	--

SC5 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

SC5.1	Article A-6	<p><u>Delete</u> the text of ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (retaining the provisions setting out the addresses and email addresses of the <i>Owner, 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 during normal business hours on a <i>Working Day</i> by hand, by commercial courier, or by email during the transmission of which no indication of failure of receipt is communicated to the sender and such <i>Notice in Writing</i> is 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 email or delivered by hand after normal business hours or if sent by overnight commercial courier. 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>
-------	-------------	---

SC6 *NEW* ARTICLE A-9 CONFLICT OF INTEREST

SC6.1	Article A-9	<p><u>Add</u> new Article A-9 CONFLICT OF INTEREST as follows:</p> <p>“ARTICLE A-9 CONFLICT OF INTEREST</p> <p>9.1 The <i>Contractor</i>, all of the <i>Subcontractors</i> and <i>Suppliers</i> and any of their respective advisors, partners, directors, officers, employees, and agents shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the <i>Owner</i>) with the provision of the <i>Work</i> pursuant to the <i>Contract</i>. The <i>Contractor</i> acknowledges and agrees that a conflict of interest includes the use of <i>Confidential Information</i> where the <i>Owner</i> has not specifically authorized such use.</p> <p>9.2 The <i>Contractor</i> shall disclose to the <i>Owner</i>, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any <i>Subcontractor</i> or <i>Supplier</i> that is directly or indirectly affiliated with or related to the <i>Contractor</i>.</p> <p>9.3 The <i>Contractor</i> covenants and agrees that it will not hire or retain the services of any employee or previous employee of the <i>Owner</i> where to do so constitutes a breach by such employee or previous employee of the <i>Owner's</i> conflict of interest policy, as it may be amended from time to time.</p> <p>9.4 A breach of this Article A-9.4 by the <i>Contractor</i>, any of the <i>Subcontractors</i>, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the <i>Owner</i> to immediately terminate the <i>Contract</i> by delivering a <i>Notice in Writing</i> to this effect, but without further formality including any of the requirements of GC 7.1, in addition to any other rights and remedies that the <i>Owner</i> has in the <i>Contract</i>, in law, or in equity.”</p>
-------	-------------	--

SC7 *NEW* ARTICLE A-10 CONFIDENTIALITY AND PUBLICITY

SC7.1	Article A-10	<p><u>Add</u> a new Article A-10 CONFIDENTIALITY AND PUBLICITY as follows:</p> <p>“ARTICLE A-10 CONFIDENTIALITY AND PUBLICITY</p> <p>10.1 The <i>Contractor</i> agrees to ensure that it shall, both during or following the term of the <i>Contract</i>, maintain the confidentiality and security of all <i>Confidential Information</i> and <i>Personal Information</i>, and that it shall not directly or indirectly disclose, destroy, exploit, or use any <i>Confidential Information</i> or <i>Personal Information</i>, except where required by law, without first obtaining the written consent of the <i>Owner</i>. The <i>Contractor</i> may disclose any portion of the <i>Contract Documents</i> or any other information provided to the <i>Contractor</i> by the <i>Owner</i> to any <i>Subcontractor</i> or <i>Supplier</i> if the <i>Contractor</i> discloses only such information as is necessary to fulfil the purposes of the <i>Contract</i> and the <i>Contractor</i> has included a commensurate confidentiality provision in its contract with the <i>Subcontractor</i> or <i>Supplier</i>. The <i>Contractor</i> acknowledges that it will comply with all requirements of the <i>Personal Information Protection and Electronic Documents Act</i>. The <i>Contractor</i> acknowledges that the <i>Owner</i> is bound by the provisions of the <i>Municipal Freedom of Information and Protection of Privacy Act</i> (“<i>MFIPPA</i>”). The <i>Contractor</i> further acknowledges that the <i>Owner</i> may be required to disclose any or all of the <i>Confidential Information</i> and <i>Personal Information</i> in the event that it is compelled to do so by law, through a request under <i>MFIPPA</i>, or by the rules of any applicable regulatory authority.</p> <p>10.2 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 Article A-10.”</p>
-------	--------------	--

SC8 *NEW* ARTICLE A-11 TIME OF THE ESSENCE

SC8.1	Article A-11	<p><u>Add</u> a new Article A-11 TIME OF THE ESSENCE as follows:</p> <p>“ARTICLE A-11 TIME OF THE ESSENCE / LIQUIDATED DAMAGES</p> <p>11.1 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>11.2 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</p>
-------	--------------	---

		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.
	11.3	<i>INTENTIONALLY DELETED.</i>
	11.4	<i>INTENTIONALLY DELETED.</i>
	11.5	<i>INTENTIONALLY DELETED</i>
	11.6	<i>INTENTIONALLY DELETED</i>
	11.7	<i>INTENTIONALLY DELETED</i>

AMENDMENTS TO THE DEFINITIONS

SC9 DEFINITIONS

<i>Revisions to Current Definitions</i>		
SC9.1	Payment Legislation / Construction Act	<p>Delete the Definition of <i>Payment Legislation</i> and <u>replace</u> it with “<i>Construction Act</i>” as follows:</p> <p>“Construction Act <i>Construction Act</i> means the <i>Construction Act</i>, R.S.O. 1990, c. C.30, as amended, including all regulations passed under it that are enforceable as of the date of execution of this <i>Contract</i>. For certainty, the first procurement process for the <i>Project</i> (i.e., the “improvement” as that term is defined in the <i>Construction Act</i>) was commenced on or after October 1, 2019.”</p>
SC9.2	Ready-for-Takeover	Amend the Definition of <i>Ready-for-Takeover</i> by <u>deleting</u> all the words after “as verified” and <u>replacing</u> them with “and approved by the <i>Owner</i> .”
SC9.3	Substantial Performance of the Work	<p>Delete the Definition of <i>Substantial Performance of the Work</i> and <u>replace</u> it with the following:</p> <p>“Substantial Performance of the Work <i>Substantial Performance of the Work</i> means having satisfied the requirements for being substantially performed in accordance with Section 2(1) and Section 2(2) of the <i>Construction Act</i>.”</p>
<i>New Definitions</i>		
SC9.4	Adjudication	<p><u>Add</u> the following new definition:</p> <p>“Adjudication <i>Adjudication</i> means construction dispute interim adjudication as defined under the <i>Construction Act</i>.”</p>
SC9.5	As-Built Drawings	<p><u>Add</u> the following new definition:</p> <p>“As-Built Drawings</p>

		<i>As-Built Drawings</i> means the <i>Drawings</i> and <i>Specifications</i> revised by the <i>Contractor</i> during the <i>Work</i> , showing any and all changes or variations to the <i>Work</i> from the requirements of the <i>Drawings</i> and <i>Specifications</i> ."
SC9.6	Commission	<p><u>Add</u> the following new definition:</p> <p>"Commission <i>Commission</i> and <i>Commissioning</i> refers to the procedure which includes checking, balancing, testing, adjusting and measuring <i>Work</i> performed by the <i>Contractor</i> to demonstrate and verify to the <i>Owner</i> and <i>Consultant</i>, the satisfactory installation, operation and performance of all components of the <i>Work</i> and that the <i>Project</i> is ready for use."</p>
SC9.7	Confidential Information	<p><u>Add</u> the following new definition:</p> <p>"Confidential Information <i>Confidential Information</i> means all the information or material of the <i>Owner</i> that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description such as <i>Drawings</i> which is communicated to or comes into the possession or control of the <i>Contractor</i> at any time, but <i>Confidential Information</i> shall not include information that:</p> <ol style="list-style-type: none"> (1) is or becomes generally available to the public without fault or breach on the part of the <i>Contractor</i>, including without limitation breach of any duty of confidentiality owed by the <i>Contractor</i> to the <i>Owner</i> or to any third party, but only after that information becomes generally available to the public; (2) the <i>Contractor</i> can demonstrate to have been rightfully obtained by the <i>Contractor</i> from a third party who had the right to transfer or disclose it to the <i>Contractor</i> free of any obligation of confidence; (3) the <i>Contractor</i> can demonstrate to have been rightfully known to or in the possession of the <i>Contractor</i> at the time of disclosure, free of any obligation of confidence; or (4) is independently developed by the <i>Contractor</i> without use of any <i>Confidential Information</i>."
SC9.8	Construction Schedule	<p><u>Add</u> the following new definition:</p> <p>"Construction Schedule <i>Construction Schedule</i> means the schedule for the performance of the <i>Work</i> provided by the <i>Contractor</i>, and approved by the <i>Owner</i>, pursuant to GC 3.4.1, including any amendments to the schedule made pursuant to the <i>Contract Documents</i> with the <i>Owner's</i> prior written approval."</p>
SC9.9	Contemplated Change Order	<p><u>Add</u> the following new definition:</p> <p>"Contemplated Change Order <i>Contemplated Change Order</i> means a standard document issued to the <i>Contractor</i> by the <i>Consultant</i> on behalf of the <i>Owner</i>, requesting that the <i>Contractor</i> provide pricing for a change to the scope of the <i>Work</i>. Authorization of the <i>Contemplated Change Order</i> is formalized by a <i>Change Order</i> prior to the <i>Contractor</i> proceeding with the work that is the subject of the <i>Contemplated Change Order</i>."</p>

SC9.10	Close-Out Documentation	<p><u>Add</u> the following new definition:</p> <p>“Close-Out Documentation <i>Close-Out Documentation</i> has the meaning given to it under GC 5.5.2.”</p>
SC9.11	Cut-Off Date	<p><u>Add</u> the following new definition:</p> <p>“Cut-Off Date <i>Cut-Off Date</i> means the date up to which payment shall be made for <i>Work</i> performed, and unless otherwise specified in the <i>Contract Documents</i> or agreed upon in writing by the <i>Owner</i> and the <i>Contractor</i>, shall be the last day of the <i>Payment Period</i>.”</p>
SC9.12	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>
SC9.13	Excess Soil Regulation	<p><u>Add</u> the following Definition:</p> <p>“Excess Soil Regulation <i>Excess Soil Regulation</i> means O. Reg. 406/19: On-Site and Excess Soil Management to the <i>Environmental Protection Act</i>, R.S.O. 1990, c. E.19.”</p>
SC9.14	Final Pre-Invoice Submission Meeting	<p><u>Add</u> the following new definition:</p> <p>“Final Pre-Invoice Submission Meeting <i>Final Pre-Invoice Submission Meeting</i> has the meaning given to it in GC 5.5.1.”</p>
SC9.15	Force Majeure	<p><u>Add</u> the following new definition:</p> <p>“Force Majeure <i>Force Majeure</i> means any cause, unknown at the effective date of the <i>Contract</i> and beyond either parties’ control, other than financial difficulties, bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the <i>Contract</i> and the event of <i>Force Majeure</i> did not arise from a parties’ default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. <i>Force Majeure</i> includes labour disputes, fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, (other than <i>Stop Work Orders</i>) acts of a public enemy, war, riot, sabotage, blockage, embargo, lightning, earthquake, acts of God, or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).”</p>
SC9.16	Maintenance Holdback	<p><u>Add</u> the following new definition:</p> <p>“Maintenance Holdback <i>Maintenance Holdback</i> has the meaning given to it under GC 12.3.7.”</p>
SC9.17	Notice of Non-Payment	<p><u>Add</u> the following new definition:</p> <p>“Notice of Non-Payment</p>

		<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.”
SC9.18	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 Regional Municipality of Niagara or other governmental authority having jurisdictions or, where no certificate is issued, the whole of the <i>Project</i> has been certified or deemed by the Regional Municipality of Niagara or other governmental authority having jurisdictions to be compliant with the occupancy requirements of the Ontario Building Code.”</p>
SC9.19	OHSA	<p><u>Add</u> the following new definition:</p> <p>“OHSA <i>OHSA</i> means the <i>Occupational Health and Safety Act</i>, RSO 1990, C.0.1, (Ontario) as amended.”</p>
SC9.20	Overhead	<p><u>Add</u> the following new definition:</p> <p>“Overhead <i>Overhead</i> means all site and head office operations, facilities, administration and supervision; all duties and taxes for permits and licenses required by authorities having jurisdiction at the <i>Place of the Work</i>; all requirements of Division 1, including but not limited to submittals, warranty, quality control, additional insurance and bonding; testing and inspections, commissioning, meals and accommodations; travel time to and from site, safety and protection measures, tools, expendables and clean-up costs.”</p>
SC9.21	Payment Period	<p><u>Add</u> the following new definition:</p> <p>“Payment Period <i>Payment Period</i> means the fixed segments of time determined by the <i>Owner</i> and the <i>Contractor</i>, at the first preconstruction meeting, for which the <i>Contractor</i> shall be entitled to claim payment for <i>Work</i> performed during such period. In the event 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 the <i>Payment Period</i> shall be a one (1) month period during which work was performed, with the start and end dates of the <i>Payment Period</i> deemed to be the first (1st) calendar day of the month and the last calendar day of the month, respectively.”</p>
SC9.22	Pre-Invoice Submission Meeting	<p><u>Add</u> the following new definition:</p> <p>“Pre-Invoice Submission Meeting <i>Pre-Invoice Submission Meeting</i> has the meaning given to it in paragraph GC 5.2.1 – APPLICATION FOR PROGRESS PAYMENT.”</p>
SC9.23	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>

SC9.24	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>
SC9.25	Proper Invoice	<p><u>Add</u> the following new definition:</p> <p>“Proper Invoice <i>Proper Invoice</i> means a “proper invoice” as that term is defined in Section 6.1 of the <i>Construction Act</i>, with the minimum requirements set out in Exhibit “1” of these Supplementary Conditions.”</p>
SC9.26	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>
SC9.27	Request for Information (RFI)	<p><u>Add</u> the following new definition:</p> <p>“Request for Information (RFI) <i>Request for Information</i> or <i>RFI</i> means written documentation sent by the <i>Contractor</i> to the <i>Owner</i> or to the <i>Owner's</i> representative or the <i>Consultant</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>
SC9.28	Qualified Person	<p><u>Add</u> the following new definition:</p> <p>“Qualified Person <i>Qualified Person</i> has the meaning provided under Section 1(1) of the <i>Excess Soil Regulation</i>.”</p>
SC9.29	Restricted Period	<p><u>Add</u> the following new definition:</p> <p>“Restricted Period <i>Restricted Period</i> means the (inclusive) period of time between November 15 in one calendar year to January 2, in the next calendar year, of any given year throughout the duration of the <i>Contract</i>.”</p>
SC9.30	Section 8 Notice	<p><u>Add</u> the following new definition:</p> <p>“Section 8 Notice <i>Section 8 Notice</i> means the notice to be filed with the Environmental Site Registry pursuant to Section 8 of the <i>Excess Soil Regulation</i>.”</p>
SC9.31	Stop Work Order	<p><u>Add</u> the following new definition:</p> <p>“Stop Work Order <i>Stop Work Order</i> or ‘stop work order’ means an order issued by a court or other public authority directed specifically at affecting the <i>Project</i> and/or the <i>Place of the Work</i></p>

		while not affecting construction activities or locations other than the <i>Project</i> and <i>Place of the Work</i> . Orders of a court or other public authority that have broad application to projects or construction activities that affects the <i>Project</i> and/or the <i>Place of the Work</i> but also affects construction activities undertaken by persons other than the <i>Owner</i> at locations other than the <i>Place of the Work</i> are excluded from the definition of <i>Stop Work Order</i> . Without limiting the nature of orders that do not constitute <i>Stop Work Orders</i> the following are <u>not</u> <i>Stop Work Orders</i> : declarations of an emergency by any level of government, health mandates or restrictions and orders issued to address public safety which by their nature apply not just to the <i>Project</i> and <i>Place of the Work</i> but to multiple construction sites and/or activities."
--	--	--

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

SC10 GC 1.1

CONTRACT DOCUMENTS

SC10.1	1.1.3	<u>Delete</u> GC 1.1.3 in its entirety and <u>replace</u> it with the following: "1.1.3 The <i>Contractor</i> shall review the <i>Contract Documents</i> , including for the purpose of facilitating co-ordination and execution of the <i>Work</i> by the <i>Contractor</i> and shall report to the <i>Consultant</i> any error, inconsistency, or omission the <i>Contractor</i> may discover. Such review by the <i>Contractor</i> shall be to the standard of care provided in GC 3.13. The lack of reference on a drawing or in a specification to labour or products that are required or normally recognized within the applicable trade practice as being necessary for the complete execution of the <i>Work</i> shall not constitute an error, inconsistency or omission."
SC10.2	1.1.4	<u>Delete</u> GC 1.1.4 in its entirety and <u>replace</u> it with the following: "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 work affected until the <i>Contractor</i> has received corrected or additional information from the <i>Consultant</i> . Provided it has exercised the degree of care and skill described in GC 1.1.3, the <i>Contractor</i> shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the <i>Contract Documents</i> , which the <i>Contractor</i> could not reasonably have discovered through the exercise of the required standard of care."
SC10.3	1.1.5.1	<u>Delete</u> GC 1.1.5.1 and <u>replace</u> with the following: ".1 the order of priority of documents, from highest to lowest, shall be: .1 Supplementary Conditions; .2 the Definitions; .3 the Agreement between the <i>Owner</i> and the <i>Contractor</i> ; .4 the General Conditions; .5 technical <i>Specifications</i> ;

		<p>.6 material and finishing schedules;</p> <p>.7 the <i>Drawings</i></p> <p>.8 Addenda, as issued;</p> <p>.9 the <i>Procurement Documents</i>;</p> <p>.10 detailed Lump Sum Schedule Breakdown as approved and accepted by the <i>Owner</i>;</p> <p>.11 Performance Bond;</p> <p>.12 Labour and Material Payment Bond; and</p> <p>.13 the <i>Contractor's Procurement Response</i>."</p>
SC10.4	1.1.5.6	<p><u>Add</u> new GC 1.1.5.6 as follows:</p> <p>" .6 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>
SC10.5	1.1.10	<p>In the first sentence of GC 1.1.10 <u>delete</u> the words "and shall remain the <i>Consultant's</i> property" and <u>replace</u> them with "not the <i>Contractor's</i> property".</p>
SC10.6	1.1.12 to 1.1.16	<p><u>Add</u> new GC 1.1.12, 1.1.13, 1.1.14, 1.1.15, and 1.1.16 as follows:</p> <p>"1.1.12 The <i>Contractor</i> shall follow the procedures as set forth in the <i>Contract Documents</i>. All requests are to be formal, written, and tracked, beginning with a <i>Request for Information</i> from the <i>Contractor</i>. If the <i>Request for Information</i> results in a change to the <i>Work</i> as specified in the <i>Contract Documents</i>, the <i>Consultant</i> will then issue a <i>Contemplated Change Order</i> to, the <i>Contractor</i>, in accordance with GC 6 - CHANGES IN THE WORK.</p> <p>1.1.13 If, at any time, the <i>Contractor</i> finds errors, inconsistencies, or omissions in the <i>Contract Documents</i> or has any doubt as to the meaning or intent of any part thereof, the <i>Contractor</i> shall immediately notify the <i>Consultant</i>, through a <i>Request for Information</i>. The <i>Contractor</i> shall not proceed with the affected <i>Work</i> until the <i>Consultant</i> has responded to the <i>Request for Information</i>, and in dealing with such error, inconsistency or omission the <i>Contractor</i> shall co-operate with the <i>Owner</i> and the <i>Consultant</i> in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the <i>Contract Price</i> or delay in the progress of the <i>Work</i>. Neither the <i>Owner</i> nor the <i>Consultant</i> will be responsible for the consequences of any action of the <i>Contractor</i> based on oral instructions.</p> <p>1.1.14 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 change and/or changes in the <i>Work</i> pursuant to Part 6 – CHANGES IN THE WORK.</p>

		<p>1.1.15 Unless otherwise specified in the <i>Procurement Documents</i>, the <i>Consultant</i>, on behalf of the <i>Owner</i>, shall provide the <i>Contractor</i>, without charge, a maximum of four (4) copies of the <i>Contract Documents</i> to perform the <i>Work</i>. When specified in the <i>Procurement Documents</i> the <i>Owner</i> shall provide the <i>Contractor</i> with the <i>Contract Documents</i> in pdf or original digital file formats. The <i>Contractor</i> is responsible for the provision of any additional sets required to complete the <i>Work</i>, at no cost to the <i>Owner</i>. One (1) of the four sets of <i>Contract Documents</i> provided to the <i>Contractor</i> (or in the case of digital files, the <i>Contractor</i> shall create a new copy of the original digital file) shall be used for “red lining” any changes to the <i>Work</i> and submitted to the <i>Owner</i> as part of the closeout documentation requirements.</p> <p>1.1.16 The <i>Contractor</i> shall keep one copy of the current <i>Contract Documents</i>, <i>Supplemental Instructions</i>, <i>Requests for Information</i>, <i>Contemplated Change Orders</i>, <i>Change Orders</i>, <i>Change Directives</i>, cash allowance disbursement authorizations, reviewed <i>Shop Drawings</i>, submittals, reports, records of meeting and all other documents as determined by the <i>Owner</i> at the <i>Place of the Work</i>, in good order and available to the <i>Owner</i> and <i>Consultant</i>.”</p>
--	--	--

SC11 GC 1.3

RIGHTS AND REMEDIES

SC11.1	1.3.2	<p>In GC 1.3.2, <u>add</u> the following to the beginning of the paragraph:</p> <p>“Except with respect to the notice requirements set out in paragraphs 2.2.12, 6.4.1, 6.5.4, 6.6.1 and 8.3.2,”</p>
SC11.2	1.3.3	<p><u>Add</u> new GC 1.3.3 as follows:</p> <p>“1.3.3 All rights and remedies of the parties for any breach by the other party of its obligations under the <i>Contract</i> shall be cumulative and not exclusive or mutually exclusive alternatives, may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the non-breaching party under the <i>Contract</i> or otherwise at law or in equity or by statute.”</p>

SC12 GC 1.4

ASSIGNMENT

SC12.1	1.4.1	<p><u>Delete</u> GC 1.4.1 in its entirety and <u>replace</u> with the following:</p> <p>“1.4.1 The <i>Contractor</i> shall not assign the <i>Contract</i>, either in whole or in part, without the prior written consent of the <i>Owner</i>. The <i>Owner</i> may assign the <i>Contract</i>, either in whole or in part, with written notice to the <i>Contractor</i>.”</p>
SC12.2	1.4.2	<p><u>Add</u> new GC 1.4.2 as follows:</p> <p>“1.4.2 Neither the use of one or more <i>Subcontractors</i> to carry out part of the <i>Work</i>, nor the assignment of the whole or of any part of the <i>Contract</i> or the <i>Work</i> to be done under it shall relieve the <i>Contractor</i> of its obligations and liability to the <i>Owner</i>.”</p>

SC13 *NEW* GC 1.5 ENTIRE CONTRACT

SC13.1	GC 1.5	<p><u>Add</u> new GC 1.5 ENTIRE CONTRACT as follows:</p> <p>"GC 1.5 ENTIRE CONTRACT</p> <p>1.5.1 The <i>Contract Documents</i> (including all properly authorized <i>Change Directives</i> and <i>Change Orders</i>) constitute the entire <i>Contract</i> between the parties. Each of the parties:</p> <ul style="list-style-type: none"> .1 acknowledges that it is not relying upon any representation, warranty, promise, instruction, advice or information received from the other party or from any employee or agent of the other party, except as set out in the <i>Contract Documents</i>; .2 shall not rely at any time in the future on any representations, warranty, instruction, advice or information purportedly received from the other party or any employee or agent of the other party, except as set out in a properly authorized <i>Change Order</i>, <i>Change Directive</i> or in an amendment as provided under this section. <p>1.5.2 The <i>Contract</i> shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to the <i>Contract</i> shall be in writing and shall be signed by both parties, provided that any such amendment may be executed in counterpart form."</p>
--------	--------	---

SC14 *NEW* GC 1.6 PATENTS AND OTHER INTELLECTUAL PROPERTY

SC14.1	GC 1.6	<p><u>Add</u> new GC 1.6 PATENTS AND OTHER INTELLECTUAL PROPERTY as follows:</p> <p>"GC 1.6 PATENTS AND OTHER INTELLECTUAL PROPERTY</p> <p>1.6.1 Where the <i>Work</i> requires the installation or use of any patented or other protected intellectual property:</p> <ul style="list-style-type: none"> .1 belonging to the <i>Contractor</i>, the <i>Contract Price</i> shall be deemed to include the grant of a perpetual license from the <i>Contractor</i> to the <i>Owner</i> to make use of that intellectual property; .2 belonging to any other person, the <i>Contractor</i> shall obtain and assign to the <i>Owner</i> a perpetual license from the owner thereof entitling the <i>Owner</i> to make use of that intellectual property, and the cost thereof shall be deemed to be included in the <i>Contract Price</i>."
--------	--------	--

SC15 *NEW* GC 1.7 FURTHER ASSURANCES

SC15.1	GC 1.7	<p><u>Add</u> a new GC 1.7 FURTHER ASSURANCES as follows:</p> <p>"GC 1.7 FURTHER ASSURANCES</p>
--------	--------	--

		<p>1.7.1 Each party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other party may reasonably request for the purpose of giving effect to the <i>Contract</i> or carrying out the intention of facilitating the performance of the <i>Contract</i>.</p> <p>1.7.2 Without limiting the generality of GC 1.7.1 and notwithstanding any other provisions of the <i>Contract</i>, the <i>Contractor</i> acknowledges that it may, from time to time during the <i>Contract Time</i>, be requested to provide its agreement to indemnify, or to directly indemnify third parties for any liability, damages or claims which may arise in connection with the performance of the <i>Work</i> and as a result of the acts or omissions of the <i>Contractor</i> or those persons or entities for who it is responsible at law, and the <i>Contractor</i> shall reasonably cooperate with the <i>Owner</i> and shall execute and deliver such documents and agreements as may be required and requested by the <i>Owner</i>."</p>
--	--	--

PART 2 ADMINISTRATION OF THE CONTRACT

SC16 GC 2.1

AUTHORITY OF THE CONSULTANT

SC16.1	2.1.2	In the second line of GC 2.1.2, <u>delete</u> the words ", and the <i>Contractor</i> ".
SC16.2	2.1.3	<p><u>Add</u> new GC 2.1.3 as follows:</p> <p>"If the <i>Consultant</i> is terminated from the <i>Project</i>, the <i>Owner</i> shall appoint a replacement <i>Consultant</i> whose status under the <i>Contract Documents</i> shall be that of the former <i>Consultant</i>."</p>

SC17 GC 2.2

ROLE OF THE CONSULTANT

SC17.1	2.2.4	<p><u>Delete</u> GC 2.2.4 in its entirety and <u>replace</u> with the following:</p> <p>"2.2.4 Based on the <i>Consultant's</i> observations and evaluation of the <i>Contractor's Proper Invoice</i>, the <i>Consultant</i> shall determine the amounts owing to the <i>Contractor</i>, as provided for in section GC 5.3 – PAYMENT. Where the <i>Consultant</i> identifies an error, omission, discrepancy, or disagrees with the amount being claimed in the <i>Contractor's Proper Invoice</i>, the <i>Consultant</i> shall also be responsible for preparing a <i>Notice of Non-Payment</i> for the <i>Owner</i> to issue to the <i>Contractor</i> within the time prescribed by the <i>Construction Act</i>."</p>
SC17.2	2.2.6	In GC 2.2.6 <u>delete</u> the following words: "Except with respect to GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,".
SC17.3	2.2.12	<p><u>Add</u> the following to the end of GC 2.2.12:</p> <p>"If, in the opinion of the <i>Contractor</i>, the <i>Supplemental Instruction</i> involves an adjustment in the <i>Contract Price</i> or in the <i>Contract Time</i>, it shall, within ten (10) <i>Working Days</i> of receipt of a <i>Supplemental Instruction</i>, provide the <i>Consultant</i> with a <i>Notice in Writing</i> to that effect. Failure to provide <i>Notice in Writing</i> within the time stipulated in this GC 2.2.12 shall be</p>

		deemed an acceptance of the <i>Supplemental Instruction</i> by the <i>Contractor</i> , without any adjustment in the <i>Contract Price</i> or <i>Contract Time</i> ."
SC17.4	2.2.19	<p><u>Add</u> new GC 2.2.19 as follows:</p> <p>"2.2.19 The <i>Consultant</i> will, in writing, provide the <i>Contractor</i> with benchmarks and points of reference to be used by the <i>Contractor</i> in setting out the <i>Work</i>. The <i>Owner</i> will be responsible only for the correctness of the information so supplied. From these benchmarks and points of reference, the <i>Contractor</i> will do its own setting out. The setting out by the <i>Contractor</i> shall include but shall not be limited to the preparation of grade sheets, the installation of centre lines stakes, grades stakes, offsets and site rails."</p>

SC18 GC 2.3

REVIEW AND INSPECTION OF THE WORK

SC18.1	2.3.2	<p>In GC 2.3.2 <u>add</u> the words "and <i>Owner</i>" after the words "<i>Consultant</i>" in the second and third lines</p> <p>-and-</p> <p><u>add</u> the following to the end of the paragraph: "Reasonable notice shall not be less than twenty-four (24) hours prior to the testing and inspection."</p>
SC18.2	2.3.8	<p><u>Add</u> new GC 2.3.8 as follows:</p> <p>"2.3.8 The <i>Contractor</i> shall immediately inform the <i>Owner</i> and the <i>Consultant</i> of any notices, warnings, or asserted violations issued by any authority, regulatory, or government agencies having jurisdiction."</p>

SC19 GC 2.4

DEFECTIVE WORK

SC19.1	2.4.1	In GC 2.4.1 after the words "failing to conform to the <i>Contract Documents</i> " <u>add</u> the following: ", at the <i>Contractor's</i> expense, ".
SC19.2	2.4.4 to 2.4.6	<p><u>Add</u> new GC 2.4.4, 2.4.5, and 2.4.6 as follows:</p> <p>"2.4.4 The <i>Contractor</i> shall rectify, in a manner acceptable to the <i>Owner</i> and the <i>Consultant</i>, all defective work and deficiencies throughout the <i>Work</i>, whether or not they are specifically identified by the <i>Consultant</i>.</p> <p>2.4.5 The <i>Contractor</i> shall prioritize and schedule the correction of any defective <i>Work</i> which, in the sole discretion of the <i>Owner</i>, adversely affects the day to day operation of the <i>Owner</i>.</p> <p>2.4.6 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, even where such failure to identify, observe or warn is negligent."</p>

PART 3 EXECUTION OF THE WORK

SC20 GC 3.1 CONTROL OF THE WORK

SC20.1	3.1.2	In GC 3.1.2 after the words "construction means, methods, techniques," <u>add</u> the word "schedule,".
SC20.2	3.1.3	<u>Add</u> new GC 3.1.3, as follows: "3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the <i>Contractor</i> shall verify, at the <i>Place of the Work</i> , all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the <i>Work</i> and shall further carefully compare such field measurements and conditions with the requirements of the <i>Contract Documents</i> . Where dimensions are not included or exact locations are not apparent, the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain written instructions from the <i>Consultant</i> before proceeding with any part of the affected work."

SC21 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC21.1	3.2.2.1	<u>Delete</u> GC 3.2.2.1 in its entirety.
SC21.2	3.2.2.2	<u>Delete</u> GC 3.2.2.2 in its entirety.
SC21.3	3.2.2.3	<u>Delete</u> GC 3.2.2.3 in its entirety.
SC21.4	3.2.3.5	<u>Add</u> new GC 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 in force at the <i>Place of the Work</i> , including all of the responsibilities of the "constructor", pursuant to the <i>OHSA</i> ."

SC22 GC 3.4 CONSTRUCTION SCHEDULE

SC22.1	3.4.1	<u>Delete</u> GC 3.4.1 in its entirety and <u>replace</u> it with the following: "3.4.1 The <i>Contractor</i> shall: .1 within 5 <i>Working Days</i> of executing this <i>Contract</i> , or such other time as specified in the <i>Procurement Documents</i> , prepare and submit to the <i>Owner</i> and the <i>Consultant</i> for their review and acceptance, a baseline schedule that indicates the critical path for the <i>Project</i> and provides sufficient detail of the critical events and their inter-relationship to demonstrate the <i>Work</i> will be performed in conformity with the <i>Contract Time</i> and in accordance with the <i>Contract Documents</i> . The <i>Contractor</i> shall employ construction scheduling software, that permits the progress of the <i>Work</i> to be monitored in relation to the critical path established in the schedule. The schedule shall be prepared in collaboration with, and be supported by, the <i>Consultant</i> , <i>Subcontractors</i> and <i>Suppliers</i> whose activities affect the critical path. The <i>Contractor</i> shall provide the schedule and any successor or revised schedules in both pdf and
--------	-------	--

		<p>original digital file format (e.g., “.MPP” format for Microsoft Project). Once accepted by the <i>Owner</i> and the <i>Consultant</i>, the schedule submitted by the <i>Contractor</i> shall become the “Construction Schedule.” The <i>Construction Schedule</i> shall make reference to and include, at a minimum, the following completion milestones:</p> <ul style="list-style-type: none"> (a) mobilization; (b) include and make provision for statutory holidays, rectification of defects and deficiencies, and all warranty obligations; (c) <i>Products</i> delivery milestones that are either (i) identified in the <i>Specifications</i> to be included in a <i>Products</i> delivery schedule and/or (ii) are in respect of <i>Products</i> whose delivery is critical to the schedule for the completion of the <i>Work</i>; (d) <i>Substantial Performance of the Work, Occupancy, and Ready-for-Takeover</i> reflecting that such milestones will be achieved by no later than the dates specified in Article A-1.3; and (e) such other interim completion milestones stipulated in the <i>Contract Documents</i> or as the <i>Owner</i> may specifically request in writing prior to the execution of the <i>Contract</i>. <p>If the construction schedule submitted by the <i>Contractor</i> is not accepted by the <i>Owner</i> and the <i>Consultant</i>, the <i>Contractor</i> shall make revisions to the construction schedule until it is accepted by the <i>Owner</i> and the <i>Consultant</i>. Notwithstanding any other terms of this <i>Contract</i>, the <i>Contractor</i> shall not be entitled to receive any payment from the <i>Owner</i> until a construction schedule has been submitted by the <i>Contractor</i> and accepted by the <i>Owner</i> and the <i>Consultant</i>.</p> <ul style="list-style-type: none"> .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the <i>Construction Schedule</i> or any successor or revised schedule accepted by the <i>Owner</i> pursuant to GC 3.4 - CONSTRUCTION SCHEDULE; .3 monitor the progress of the <i>Work</i> on a weekly basis relative to the baseline <i>Construction Schedule</i>, or any successor or revised schedule accepted by the <i>Owner</i> pursuant to GC 3.4 - CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the <i>Consultant</i> and the <i>Owner</i> by <i>Notice in Writing</i> of any variation from the baseline or slippage in the schedule; and, .4 if, after applying the expertise and resources required under subparagraph 3.4.1.2, the <i>Contractor</i> forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.4.1.3 cannot be recovered by the <i>Contractor</i>, it shall, in the same notice, indicate to the <i>Consultant</i> and the <i>Owner</i> if the <i>Contractor</i> intends to apply for an extension of <i>Contract Time</i> as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.”
SC22.2	3.4.2 and 3.4.3	<p><u>Add</u> new GC 3.4.2 and 3.4.3 as follows:</p> <p>“3.4.2 If, at any time, it should appear to the <i>Owner</i> or the <i>Consultant</i> that the actual progress of the <i>Work</i> is behind schedule or is likely to become behind schedule, or</p>

		<p>if the <i>Contractor</i> has given notice of such to the <i>Owner</i> or the <i>Consultant</i> pursuant to GC 3.4.1.3, the <i>Contractor</i> shall, either at the request of the <i>Owner</i> or the <i>Consultant</i>, or following giving notice pursuant to GC 3.4.1.3, take appropriate steps to cause the actual progress of the <i>Work</i> to conform to the schedule or minimize the resulting delay. Within 5 calendar days of the request by the <i>Owner</i> or the <i>Consultant</i> or the notice being given pursuant to GC 3.4.1.3, the <i>Contractor</i> shall produce and present to the <i>Owner</i> and the <i>Consultant</i> a plan demonstrating how the <i>Contractor</i> will achieve the recovery of the last accepted schedule. If the <i>Contractor</i> intends to apply for a change in the <i>Contract Price</i> in relation to a schedule recovery plan, then the <i>Contractor</i> shall proceed in accordance with GC 6.5 – DELAYS.</p> <p>3.4.3 The <i>Contractor</i> is responsible for performing the <i>Work</i> within the <i>Contract Time</i>. Any schedule submissions revised from the accepted baseline construction schedule or revised schedule accepted by the <i>Owner</i> pursuant to GC 3.4 CONSTRUCTION SCHEDULE, during construction are deemed NOT to be approved extensions to the <i>Contract Time</i>. Revisions to the <i>Construction Schedule</i> shall not be made without the prior written consent of the <i>Owner</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(s) for <i>Substantial Performance of the Work, Occupancy, or Ready-for-Takeover</i> must be approved by the <i>Owner</i> through an executed <i>Change Order</i>."</p>
--	--	--

SC23 GC 3.5

SUPERVISION

SC23.1	3.5.1	<p><u>Delete</u> GC 3.5.1 in its entirety and <u>replace</u> it with the following:</p> <p>"3.5.1 The <i>Contractor</i> shall furnish a competent and adequate staff, who shall be in attendance at the <i>Place of the Work</i>, as necessary, for the proper administration, co-ordination, supervision and superintendence of the <i>Work</i>; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the <i>Work</i>, and keep an adequate force of skilled workmen on the job to complete the <i>Work</i> in accordance with all requirements of the <i>Contract Documents</i>. The appointed representatives shall not be changed except for valid reasons, and upon the <i>Contractor</i> obtaining the <i>Owner's</i> written consent, which consent will not be unreasonably withheld. Further, the <i>Contractor</i> shall not employ or continue to employ on the <i>Work</i> anyone to whom the <i>Owner</i> may reasonably object. The <i>Consultant and Owner</i> shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the <i>Project</i> prior to commencement of the <i>Work</i>."</p>
SC23.2	3.5.2	<p><u>Delete</u> GC 3.5.2 in its entirety and <u>replace</u> it with the following:</p> <p>"3.5.2 The superintendent, and project manager appointed by the <i>Contractor</i>, shall represent the <i>Contractor</i> at the <i>Place of the Work</i> and shall have full authority to act on written instructions given by the <i>Consultant</i> and/or the <i>Owner</i>. Instructions given to the superintendent or the project manager shall be deemed to have been given to the <i>Contractor</i> and both the superintendent 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 the <i>Contract</i>."</p>

SC23.3	3.5.3 to 3.5.6	<p><u>Add</u> new GC 3.5.3, 3.5.4, 3.5.5, and 3.5.6 as follows:</p> <p>“3.5.3 The <i>Contractor</i> shall at all times have at the <i>Place of the Work</i>, a full-time and competent construction superintendent who shall be capable of reading and thoroughly understanding plans and specifications and of adequately communicating with the <i>Consultant</i> and its representatives and who also must be thoroughly experienced in the type of <i>Work</i> being performed.</p> <p>3.5.4 The <i>Contractor</i> shall provide the <i>Consultant</i> and <i>Owner</i> with the telephone and address of its appointed representative(s), who could be contacted on matters relating to the <i>Contract</i>, (e.g. urgent messages or emergencies), and who shall be available within reasonable notice, twenty-four (24) hours a day, seven (7) days a week, on matters relating to the <i>Contract</i>.</p> <p>3.5.5 The <i>Owner</i> may, at any time during the course of the <i>Work</i>, request the replacement of the appointed representative(s), where the grounds for the request involve incompetent or disorderly conduct or conduct which jeopardizes the safety and security of the site or the <i>Owner's</i> operations. Immediately upon receipt of the request, the <i>Contractor</i> shall make arrangements to appoint an acceptable replacement at no additional cost to the <i>Owner</i>.</p> <p>3.5.6 The <i>Contractor</i> shall cause each <i>Subcontractor</i> at all times while the <i>Work</i> is being carried out, to have a fully competent supervisor at the <i>Place of the Work</i>, who is thoroughly familiar with all aspects of the <i>Project</i> for which that <i>Subcontractor</i> is responsible.”</p>
--------	----------------	--

SC24 GC 3.6

SUBCONTRACTORS AND SUPPLIERS

SC24.1	3.6.1.1	In GC 3.6.1.1 <u>add</u> the following to the end of the paragraph: “including any service agreements which extend beyond the term of the <i>Contract</i> ,”
SC24.2	3.6.7 to 3.6.9	<p><u>Add</u> new GC 3.6.7, 3.6.8, and 3.6.9 as follows:</p> <p>“3.6.7 The <i>Contractor</i> shall not change any of the <i>Subcontractors</i> or <i>Suppliers</i> proposed by the <i>Contractor</i> in writing and accepted by the <i>Owner</i> at the signing of the <i>Contract</i> without the <i>Owner's</i> written consent or execute any subcontracts for the performance of the <i>Work</i> without the <i>Owner's</i> prior written consent.</p> <p>3.6.8 Where provided in the <i>Contract</i>, the <i>Owner</i> may assign to the <i>Contractor</i>, and the <i>Contractor</i> agrees, upon prior review and acting reasonably, to accept 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>, and upon such assignment, the <i>Owner</i> shall have no further liability to any party for such contract.</p> <p>3.6.9 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 adjudication 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 3.6.9 and the <i>Contractor</i> shall provide the notices of adjudication and other information it receives in this regard to the <i>Owner</i> promptly following receipt. The <i>Contractor</i> shall be liable and indemnify the <i>Owner</i> accordingly 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 3.6.9.</p> <p>3.6.10 The <i>Contractor</i> represents and warrants that it has confirmed the availability of its <i>Subcontractors</i> for the <i>Project</i> and, in particular, for the performance of their respective portions of the <i>Work</i> to ensure completion of the <i>Project</i> within the <i>Contract Price</i> and the <i>Contract Time</i>."</p>
--	--	--

SC25 GC 3.7

LABOUR AND PRODUCTS

SC25.1	3.7.1	<p>In GC 3.7.1 <u>add</u> the words, "..., agents, <i>Subcontractors</i> and <i>Suppliers</i>..." after the word "employees" in the first line</p> <p>-and-</p> <p><u>add</u> the words "and qualified" after the word "skilled" in the second line.</p>
SC25.2	3.7.4 to 3.7.12	<p><u>Add</u> new GC 3.7.4, 3.7.5, 3.7.6, 3.7.7, 3.7.8, 3.7.9, 3.7.10, 3.7.11, and 3.7.12 as follows:</p> <p>3.7.4 The cost for overtime required beyond the normal <i>Working Day</i> to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or work that the <i>Contractor</i> elects to perform at overtime rates without the <i>Owner</i> or the <i>Consultant</i> requesting it shall not be chargeable to the <i>Owner</i> and shall be at the sole cost and expense of the <i>Contractor</i>.</p> <p>3.7.5 The <i>Contractor</i> shall cooperate with the <i>Owner</i> and its representatives and shall take all reasonable and necessary cooperation to attempt to avoid <i>Work</i> stoppages, trade union jurisdictional disputes and other labour disputes.</p> <p>3.7.6 All manufactured <i>Products</i> which are identified by their proprietary names or by part or catalogue number in the <i>Specifications</i> shall be used by the <i>Contractor</i>. No substitutes for such specified <i>Products</i> shall be used without the written approval of the <i>Owner</i> and the <i>Consultant</i>. Substitutes will only be considered by the <i>Consultant</i> when submitted in sufficient time to permit proper review and investigation. When requesting approval for the use of substitutes, the <i>Contractor</i> shall include in its submission any proposed change in the <i>Contract Price</i>. The <i>Contractor</i> shall use all proprietary <i>Products</i> in strict accordance with the manufacturer's directions. Where there is a choice of proprietary <i>Products</i> specified for one use, the <i>Contractor</i> may select any one of the <i>Products</i> so specified for this use.</p> <p>3.7.8 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 damage or degradation of the</p>

		<p><i>Products</i>, dangerous conditions or contamination of the <i>Products</i>, or dangerous conditions or contamination of other person or property and shall store such <i>Products</i> 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> within the <i>Contract Documents</i>.</p> <p>3.7.8 The <i>Contractor</i> shall neither permit nor allow underage persons contrary to applicable laws, the introduction or use of alcoholic beverages or illegal narcotics on or about the <i>Place of the Work</i>.</p> <p>3.7.9 At the request of the <i>Owner</i> or <i>Consultant</i>, the <i>Contractor</i> shall remove from the <i>Place of the Work</i>, any person (whether employed on the <i>Work</i> or not) who, in the opinion of the <i>Owner</i> or <i>Consultant</i>, is incompetent, intoxicated or otherwise impaired, or who is conducting himself (or herself) improperly, and the <i>Contractor</i> shall not permit any such person to remain on the <i>Place of the Work</i>, nor to return to the <i>Place of the Work</i> without the written approval of the <i>Owner</i> or <i>Consultant</i> as the case may be.</p> <p>3.7.10 Where required by the <i>Consultant</i>, the <i>Contractor</i> shall furnish a complete written statement of the origin, composition and manufacture of all materials to be supplied by them, and shall furnish samples thereof for testing purposes, if so instructed by the <i>Consultant</i>.</p> <p>3.7.11 The <i>Consultant's</i> approval of changed materials shall not be considered as waiver of objection to the <i>Work</i> or materials at any subsequent time due to their failure to conform to the <i>Specifications</i>.</p> <p>3.7.12 The <i>Contractor</i> shall furnish for the <i>Consultant's</i> approval, such material tests, mock-ups, mix designs and tests of items and/or materials manufactured or fabricated off the <i>Place of the Work</i> as the <i>Consultant</i> may reasonably request."</p>
--	--	---

SC26 GC 3.8

SHOP DRAWINGS

SC26.1	3.8.1	<p><u>Delete</u> GC 3.8.1 in its entirety and <u>replace</u> with the following:</p> <p>"3.8.1 The <i>Contractor</i> shall provide shop drawings as described in the <i>Contract Documents</i> and as the <i>Consultant</i> may reasonably request."</p>
SC26.2	3.8.8 to 3.8.14	<p><u>Add</u> new GC 3.8.8, 3.8.9, 3.8.10, 3.8.11, 3.8.12, 3.8.13, and 3.8.14 as follows:</p> <p>"3.8.8 The <i>Consultant</i> will review and return <i>Shop Drawings</i> and <i>Submittals</i> in accordance with the schedule agreed upon in 3.8.2, or, in the absence of such schedule, with reasonable promptness. If, for any reason, the <i>Consultant</i> cannot process them within the agreed-upon schedule or with reasonable promptness, 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 construction schedule. 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> <p>3.8.9 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</p>

		<p><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>3.8.10 <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>3.8.11 The <i>Contractor</i> shall provide revised <i>Shop Drawings</i> to correct those which the <i>Consultant</i> rejects as inconsistent with the <i>Contract Documents</i>, unless otherwise directed by the <i>Consultant</i>. The <i>Contractor</i> shall notify the <i>Consultant</i> in writing of any revisions to the <i>Shop Drawings</i> other than those requested by the <i>Consultant</i>.</p> <p>3.8.12 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>3.8.13 The <i>Contractor</i> shall not use the term "by others" on <i>Shop Drawings</i> or other submittals. The related trade, <i>Subcontractor</i> or <i>Supplier</i> shall be stated.</p> <p>3.8.14 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>
--	--	---

SC27 *NEW* GC 3.9

USE OF THE WORK

SC27.1	GC 3.9	<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> <p>3.9.3 The <i>Owner</i> shall have the right to enter or occupy the <i>Place of the Work</i> in whole or in part for the purpose of placing fittings and equipment, or for other use before <i>Substantial Performance of the Work</i>, if, in the opinion of the <i>Consultant</i>, such entry and occupation does not prevent or substantially interfere with the <i>Contractor</i> in the performance of the <i>Contract</i> within the <i>Contract Time</i>. Such entry or occupation shall neither be considered as acceptance of the <i>Work</i> or in any way relieves the <i>Contractor</i> from its responsibility to complete the <i>Contract</i>."</p>
--------	--------	---

SC28 *NEW* GC 3.10

CUTTING AND REMEDIAL WORK

SC28.1	GC 3.10	<p><u>Add</u> new GC 3.10 – CUTTING AND REMEDIAL WORK as follows:</p> <p>"GC 3.10 CUTTING AND REMEDIAL WORK</p>
--------	---------	--

		<p>3.10.1 The <i>Contractor</i> shall perform the cutting and remedial work required to make the affected parts of the <i>Work</i> come together properly. Such cutting and remedial work shall be performed by specialists familiar with the <i>Products</i> affected and shall be performed in a manner to neither damage nor endanger the <i>Work</i>.</p> <p>3.10.2 The <i>Contractor</i> shall coordinate the <i>Work</i> to ensure all cutting and remedial work required is kept to a minimum.”</p>
--	--	--

SC29 GC 3.11 CLEANUP

SC29.1	GC 3.11	<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 comply with all requirements for cleanup at the <i>Place of the Work</i> as specified in the <i>Contract Documents</i>.</p> <p>3.11.2 Before applying for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall remove waste products and debris and shall leave the <i>Place of the Work</i> clean and suitable for use or occupancy by the <i>Owner</i>. All products, tools, <i>Construction Equipment</i> and <i>Temporary Work</i> not required for the performance of any remaining <i>Work</i> shall be removed by the <i>Contractor</i>.</p> <p>3.11.3 As a condition precedent to final payment, the <i>Contractor</i> shall remove any remaining products, tools, <i>Construction Equipment</i>, <i>Temporary Work</i>, waste products and debris from the <i>Place of the Work</i>, to the satisfaction of the <i>Owner</i>.</p> <p>3.11.4 In the event that the <i>Contractor</i> fails to remove waste and debris as provided in this GC 3.11, then the <i>Owner</i> or the <i>Consultant</i> may give the <i>Contractor</i> twenty-four (24) hours <i>Notice in Writing</i> to meet its obligations respecting cleanup. Should the <i>Contractor</i> fail to meet its obligations pursuant to this GC 3.11 within the twenty-four (24) hour period next following delivery of the <i>Notice in Writing</i>, the <i>Owner</i> may remove such waste and debris and deduct from payments otherwise due to the <i>Contractor</i>, the <i>Owner’s</i> costs for such cleanup.</p> <p>3.11.5 Without limitation to or waiver of the <i>Owner’s</i> other rights and remedies, the <i>Owner</i> shall have the right to back charge to the <i>Contractor</i> the cost of damage to the site caused by transportation in and out of the site by the <i>Contractor</i>, <i>Subcontractors</i> or <i>Suppliers</i>, if not repaired before final payment.</p> <p>3.11.6 The <i>Contractor</i> shall legally dispose forthwith of any debris and surplus material accumulated at the <i>Place of the Work</i>, and where requested, the <i>Contractor</i> shall provide to the <i>Consultant</i> a true copy of the original certificate approval from a waste management system and a true copy of the original certificate of approval from the place of disposal for all debris and surplus material disposed of by the <i>Contractor</i> under the <i>Contract</i>.”</p>
--------	---------	---

SC30 *NEW* GC 3.12 EXCESS SOIL MANAGEMENT

SC30.1	GC 3.12	<u>Add</u> new GC 3.12 – EXCESS SOIL MANAGEMENT as follows:
--------	---------	---

		<p>"GC 3.12 EXCESS SOIL MANAGEMENT</p> <p>3.12.1 If the <i>Procurement Documents</i> identify that the <i>Place of the Work</i> contains <i>Excess Soil</i>, and unless otherwise specified in the <i>Contract Documents</i>, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> .1 if required, prior to the commencement of the <i>Work</i>, retain a <i>Qualified Person</i>; .2 prior to the commencement of the <i>Work</i>, or at the latest, prior to removing from the <i>Place of the Work</i> any soil that will become <i>Excess Soil</i> once removed, file a <i>Section 8 Notice</i>, if applicable; .3 be solely responsible for the proper management of all <i>Excess Soil</i> at the <i>Place of the Work</i> and for compliance with the rules, regulations and practices required by the <i>Excess Soil Regulation</i>, including but not limited to those of the "project leader" and shall be responsible for the designation, tracking, documentation (including filing of all applicable notices) of all <i>Excess Soil</i> in connection with the <i>Work</i> for the duration of the <i>Project</i>. <p>3.12.2 If the presence of <i>Excess Soil</i> is not identified in the <i>Procurement Documents</i>, the <i>Contractor</i> shall continuously monitor the <i>Project</i>, and if as part of the <i>Contractor's</i> the means, methods, and procedures pursuant to GC 3.1.2 the <i>Contractor</i> determines that the performance of the <i>Work</i> requires compliance with the <i>Excess Soil Regulation</i>, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> .1 if applicable, file a <i>Section 8 Notice</i>; .2 retain a <i>Qualified Person</i>; and .3 be responsible for the proper management of all <i>Excess Soil</i> pursuant to GC 3.12.1.3. <p>3.12.3 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, their agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all health and safety infractions committed directly by the <i>Contractor</i> 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>
--	--	--

SC31 *NEW* GC 3.13

CONTRACTOR STANDARD OF CARE

SC31.1	GC 3.13	<p><u>Add</u> new GC 3.13 – CONTRACTOR STANDARD OF CARE as follows:</p> <p>"GC 3.13 CONTRACTOR STANDARD OF CARE</p> <p>3.13.1 In performing its services and obligations under the <i>Contract</i>, the <i>Contractor</i> shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The <i>Contractor</i> acknowledges and agrees that throughout the <i>Contract</i>,</p>
--------	---------	--

		<p>the <i>Contractor's</i> obligations, duties and responsibilities shall be interpreted in accordance with this standard. The <i>Contractor</i> shall exercise the same standard of due care and diligence in respect of any <i>Products</i>, personnel, or procedures which it may recommend to the <i>Owner</i>.</p> <p>3.13.2 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 it has a sufficient staff of qualified and competent personnel to replace any vacancy, subject to the <i>Owner's</i> approval, resulting from death, incapacity, removal or resignation; and .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the <i>Contractor</i> to perform its work under the <i>Contract</i>."
--	--	---

SC32 *NEW* GC 3.14

SECURITY

SC32.1	GC 3.14	<p><u>Add</u> new GC 3.14 – SECURITY as follows:</p> <p>"GC 3.14 SECURITY</p> <p>3.14.1 The <i>Contractor</i> is responsible to provide and maintain the <i>Place of the Work</i> in a secure manner, free from public access, trespassing, or vandalism. This provision is to be maintained on a twenty-four (24) hour per day, seven (7) days per week basis and may require such items as fencing, hoarding, lighting, security guards or systems, and security cameras."</p>
--------	---------	---

SC33 *NEW* GC 3.15

INTERFERENCE

SC33.1	GC 3.15	<p><u>Add</u> new GC 3.15 – INTERFERENCE as follows:</p> <p>"GC 3.15 INTERFERENCE</p> <p>3.15.1 If the <i>Work</i>, in whole or in part, involves the renovation of, or addition to, existing and occupied premises:</p> <ul style="list-style-type: none"> .1 the <i>Contractor</i> shall maintain normal business operations and traffic flow, with a minimum of inconvenience to the tenants and occupants of the <i>Place of the Work</i>; .2 subject to the provisions of the <i>Contract Documents</i>, the <i>Contractor</i> shall ensure that no essential services such as electric power, water supply or other public utilities are interrupted; .3 in every case where an interruption to existing services or utilities is to occur during execution of the <i>Work</i>, the <i>Contractor</i> shall give the <i>Owner</i> five (5) <i>Working Days</i> prior written notice. The <i>Contractor</i> shall reschedule any such interruption if requested to do so in writing by the <i>Owner</i>, and
--------	---------	---

		.4 any work by the <i>Contractor</i> that generates excessive noise shall be subject to the restrictions set out elsewhere in the <i>Contract Documents</i> ."
--	--	--

PART 4 ALLOWANCES

SC34 GC 4.1 CASH ALLOWANCES

SC34.1	4.1.4	<u>Delete</u> GC 4.1.4 in its entirety and <u>replace</u> it with the following: "4.1.4 Where the actual cost of the <i>Work</i> under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the <i>Consultant's</i> direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the <i>Contract Price</i> for <i>Overhead</i> and profit. Only where the actual cost of the <i>Work</i> under all cash allowances exceeds the total amount of all cash allowances shall the <i>Contractor</i> be compensated for the excess incurred and substantiated, plus an amount for <i>Overhead</i> and profit on the excess only, as set out in the <i>Contract Documents</i> ."
SC34.2	4.1.8	<u>Add</u> new GC 4.1.8 as follows: "4.1.8 The <i>Owner</i> reserves the right to call, or to have the <i>Contractor</i> call, for competitive bids for portions of the <i>Work</i> to be paid from cash allowances, pursuant to GC 6.2 CHANGE ORDER."

PART 5 PAYMENT

SC35 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC35.1	GC 5.1	<u>Delete</u> GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety and delete all additional references throughout the <i>Contract</i> to GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER.
--------	--------	---

SC36 GC 5.2 APPLICATIONS FOR PAYMENT

SC36.1	5.2.1 to 5.2.7	<u>Delete</u> GC 5.2 in its entirety including all subparagraphs thereunder and <u>replace</u> it with the following: 5.2.1 On a <i>Working Day</i> that is not more than 5 calendar days prior to the end of a <i>Payment Period</i> , or at such other time agreed to by the <i>Owner</i> and the <i>Contractor</i> in writing, a representative of the <i>Contractor</i> , the <i>Owner</i> and the <i>Consultant</i> shall participate in a meeting to discuss and review the <i>Work</i> completed during the <i>Payment Period</i> , including quantities if applicable (the " Pre-Invoice Submission Meeting "). The <i>Contractor</i> shall bring with it to the <i>Pre-Invoice Submission Meeting</i> the following: .1 a draft of its anticipated application for payment for the applicable <i>Payment Period</i> ;
--------	----------------	---

		<p>.2 the schedule of values submitted in accordance with GC 5.2.7, and approved by the <i>Owner</i> in accordance with GC 5.2.7;</p> <p>.3 <i>Subcontractor</i> and <i>Supplier</i> invoices and supporting materials;</p> <p>.4 receipts for reimbursable expenses (where expressly permitted by the <i>Contract</i>, if at all);</p> <p>.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>;</p> <p>.6 any visual documentation (photos, videos, diagrams) evidencing the progress of the <i>Work</i>; and</p> <p>.7 any other documents reasonably required by the <i>Contract Documents</i>, the <i>Owner</i> or <i>Consultant</i>.</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 5.2.3 for <i>Work</i> performed during a <i>Payment Period</i> (the “Proper Invoice Submission Date”), provided that if the fifth (5th) calendar day following a <i>Pre-Invoice Submission Meeting</i> falls on a calendar day that is not a <i>Working Day</i>, the <i>Proper Invoice Submission Date</i> shall be deemed to fall on the next <i>Working Day</i>. However, the following shall apply to the delivery of all <i>Contractor</i> applications for payment:</p> <p>.1 Applications for payment shall be given during the hours of 9:00 a.m. to 4:00 p.m. (EST) on the <i>Proper Invoice Submission Date</i>. If an application for payment is given after 4:00 p.m. (EST) on the applicable <i>Proper Invoice Submission Date</i>, the application for payment will not be considered or reviewed by the <i>Owner</i> and <i>Consultant</i> until the next <i>Proper Invoice Submission Date</i>, at which point the <i>Proper Invoice</i> will be deemed to have been given to the <i>Owner</i> and the <i>Consultant</i>. Should the <i>Owner</i> decide to accept an invoice submitted after 4:00 p.m. on the applicable <i>Proper Invoice Submission Date</i> (which the <i>Owner</i> is not obliged to do), such acceptance shall not be construed as a waiver of any of its rights or waive or release the <i>Contractor’s</i> obligations to strictly comply with the requirements prescribed in this GC 5.2 – APPLICATIONS FOR PAYMENT.</p> <p>.2 If an application for payment is delivered by the <i>Contractor</i> to the <i>Owner</i> on a day that is prior to an eligible <i>Proper Invoice Submission Date</i>, the application for payment will not be considered or reviewed by the <i>Owner</i> or the <i>Consultant</i> until the earliest eligible <i>Proper Invoice Submission Date</i> as identified in GC 5.2.2, at which point the application for payment will be deemed to have been received by the <i>Owner</i> and the <i>Consultant</i> for the purpose of review and evaluation.</p> <p>.3 Notwithstanding any other provision of this <i>Contract</i>, the <i>Contractor</i> shall not deliver an application for payment for consideration as a <i>Proper Invoice</i> by the <i>Owner</i>, during the <i>Restricted Period</i>.</p> <p>.4 The <i>Owner</i> and the <i>Contractor</i> hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of this GC 5.2 – APPLICATIONS FOR PAYMENTS.</p>
--	--	--

		<p>5.2.3 Applications for payment submitted under GC 5.2.2 shall be given in accordance with the following requirements:</p> <ul style="list-style-type: none"> .1 applications for payment shall be given to the <i>Owner</i> at constructioninvoices@niagararegion.ca, with a copy to the project manager, unless the <i>Owner</i> advises otherwise in writing; .2 applications for payment shall include all of the requirements for a <i>Proper Invoice</i> prescribed by the <i>Construction Act</i> and this <i>Contract</i>; and .3 be dated the last day of the applicable <i>Payment Period</i>; <p>5.2.4 The parties hereby consent to the giving and receiving of <i>Proper Invoices</i> electronically and in accordance with the requirements of GC 5.2.2 and GC 5.2.3.</p> <p>5.2.5 Upon receiving the <i>Contractor's</i> application for payment, submitted in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT, the <i>Owner</i> and/or the <i>Consultant</i> shall assess whether the invoice satisfies all of the criteria for a <i>Proper Invoice</i>. If not, the application for payment will be returned to the <i>Contractor</i> with reasons from the <i>Owner</i> or the <i>Consultant</i> setting out which criteria for a <i>Proper Invoice</i> have not been satisfied. For clarity,</p> <ul style="list-style-type: none"> .1 if an application for payment does not include all of the requirements for a <i>Proper Invoice</i> required by GC 5.2.3.2, it shall not be considered a “Proper Invoice” for the purposes of the <i>Construction Act</i>. The <i>Owner</i> shall have no obligation to make a payment and the time periods set out in GC 5.3 - PAYMENTS and Section 6.4 of the <i>Construction Act</i> shall not apply until the <i>Contractor</i> has submitted an application for payment that includes all information required by GC 5.2.3.2; .2 if the <i>Contractor</i> fails, refuses, or neglects to resubmit its application for payment within three (3) <i>Working Days</i> after it is returned in accordance with this GC 5.2.5, the <i>Contractor</i> shall be deemed to have failed to deliver its application for payment and GC 5.2.2.1 shall apply; .3 where the <i>Contractor</i> disagrees with the <i>Owner's</i> or the <i>Consultant's</i> assessment that some of the requirements for a <i>Proper Invoice</i> required by GC 5.2.3.2 are missing from its application for payment, nothing in this GC 5.2.5 shall prevent the <i>Contractor</i> from resubmitting the same application for payment without any additional or new information; and .4 the <i>Owner</i> reserves the right, in its sole, absolute and unfettered discretion, to waive an error or minor irregularity or to permit the <i>Contractor</i> to correct an error or minor irregularity in any application for payment delivered by the <i>Contractor</i> for the purposes of deeming an application for payment a “Proper Invoice” within the meaning of the <i>Construction Act</i>, but the <i>Owner</i> shall be under no obligation to exercise this right. <p>5.2.6 The requirements of GC 5.2 – APPLICATIONS FOR PAYMENT are of the essence.</p> <p>5.2.7 The <i>Contractor</i> shall submit to the <i>Consultant</i>, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the <i>Work</i>, aggregating the total amount of the <i>Contract Price</i>, so as to facilitate evaluation of applications for payment. The schedule of values shall be made out in such form</p>
--	--	--

		<p>as specified in the <i>Contract Documents</i> or, where no such form is specified, as the <i>Owner</i> may reasonably direct and, once accepted by the <i>Owner</i>, shall be used as the basis for applications for payment.</p> <p>5.2.8 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>, including but not limited to architectural, structural, mechanical, electrical, cabling, Shop <i>Drawings</i>, single-line diagrams and any other graphical representations, and shall be maintained by the <i>Contractor</i> and made available to the <i>Consultant</i> for review with each <i>Proper Invoice</i>.</p> <p>5.2.9 The <i>Contractor's</i> actual expenses for bonds (without markup) shall be included in the first <i>Proper Invoice</i> and paid by the <i>Owner</i>, provided that the <i>Proper Invoice</i> includes respective invoices as proof of payment.</p> <p>5.2.10 Any <i>Products</i> delivered to the <i>Place of the Work</i> but not yet incorporated into the <i>Work</i> shall remain at the risk of the <i>Contractor</i> notwithstanding that title has passed to the <i>Owner</i> pursuant to GC 13.1 - OWNERSHIP OF MATERIALS."</p>
--	--	---

SC37 GC 5.3

PAYMENT

SC37.1	5.3.1	<p><u>Delete</u> GC 5.3.1 in its entirety, including all subparagraphs thereunder, and <u>replace</u> it with the following:</p> <p>"5.3.1 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> that is a <i>Proper Invoice</i>:</p> <p>.1 the <i>Consultant</i> will either:</p> <p>(a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a progress payment certificate in the amount applied for by the <i>Contractor</i> in the <i>Proper Invoice</i>, or</p> <p>(b) deliver a finding to the <i>Owner</i> with 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 issuing a <i>Notice of Non-Payment</i> (Form 1.1), if any, in accordance with GC 5.3.2;</p> <p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 PAYMENT,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.3.2,</p> <p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p>
--------	-------	--

		<p>5.3.2 In the event that the application for payment delivered by the <i>Contractor</i> pursuant to GC 5.2 - APPLICATIONS FOR PAYMENT does not include the requirements for a <i>Proper Invoice</i> and the <i>Contractor</i> refuses to amend and resubmit its application for payment or where the <i>Owner</i> disputes the amount claimed as payable in the <i>Proper Invoice</i>, then the <i>Owner</i> shall within 14 calendar days of receipt of the application for payment, issue a <i>Notice of Non-Payment</i> (Form 1.1).</p> <p>5.3.3 Where the <i>Owner</i> has delivered a <i>Notice of Non-Payment</i>, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties and the assistance of the <i>Consultant</i>, the <i>Owner</i> and the <i>Contractor</i> cannot resolve the dispute, either party may issue a notice of <i>Adjudication</i> in the applicable form prescribed under the <i>Construction Act</i>. Any portion of the <i>Proper Invoice</i> which is not the subject of the <i>Notice of Non-Payment</i> shall be payable within the time period set out in GC 5.3.1.2.</p> <p>5.3.4 Provided that the <i>Owner</i> complies with its obligations under the <i>Construction Act</i>, and subject to any interim determination of an adjudicator in accordance with any <i>Adjudication</i> and, where applicable, a final determination made in accordance with the dispute resolution processes prescribed by this <i>Contract</i>, the <i>Owner</i> shall be entitled to claim in a <i>Notice of Non-Payment</i> a right to deduct from or, set off against, any payment of the <i>Contract Price</i>:</p> <ul style="list-style-type: none"> .1 any amount expended by the <i>Owner</i> in exercising the <i>Owner's</i> rights under this <i>Contract</i> to perform any of the <i>Contractor's</i> obligations that the <i>Contractor</i> has failed to perform, including correction or replacement of deficient work or unacceptable <i>Products</i> provided; .2 any damages, costs or 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>; .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>Owner's</i> obligation to pay under GC 5.3.1 is subject to any rights conferred on the <i>Owner</i> at law or under this <i>Contract</i> to withhold payment, backcharge or set-off against payment.</p> <p>5.3.6 Subject to the <i>Construction Act</i>, any amounts payable to the <i>Owner</i> by the <i>Contractor</i> pursuant to the <i>Contract Documents</i>, may be retained out of any monies due, or which may become due, from the <i>Owner</i> to the <i>Contractor</i> under the <i>Contract</i> or, if the <i>Contractor</i> becomes insolvent, under any other contract between the <i>Contractor</i> and the <i>Owner</i>, and may be recovered from the <i>Contractor</i> or its sureties, or any or either of them, as a debt due to the <i>Owner</i>. In addition, the <i>Owner</i> shall have full authority to retain monies if circumstances arise which may indicate the advisability of so doing, though the sum to be retained may be unascertained. For greater clarity any amounts payable to the <i>Owner</i> by the <i>Contractor</i> pursuant to the <i>Contract Documents</i>, or any deductions, retainage or withholdings the <i>Owner</i> is entitled to make pursuant to the <i>Contract Documents</i>, shall entitle the <i>Owner</i> to refuse to pay all or any portion of the amounts payable under <i>Proper Invoices</i> on account of such amounts payable, deductions, retainage or withholdings."</p>
--	--	--

SC38 GC 5.4

**SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF
HOLDBACK**

SC38.1	5.4.1	<p>In GC 5.4.1 <u>add</u> the following to the end of the paragraph:</p> <p>"Prior to the issuance of the certificate of <i>Substantial Performance of the Work</i>, the <i>Contractor</i>, in consultation with the <i>Consultant</i>, shall establish reasonable dates for finishing the <i>Work</i> and correcting deficiencies."</p>
SC38.2	5.4.2	<p><u>Delete</u> GC 5.4.2 and <u>replace</u> it with the following:</p> <p>"5.4.2 Within seven (7) calendar days of receiving a copy of the certificate of <i>Substantial Performance of the Work</i> signed by the <i>Consultant</i>, the <i>Contractor</i> shall publish a copy of the certificate the Daily Commercial News and shall provide suitable evidence of such publication to the <i>Consultant</i> and the <i>Owner</i>. If the <i>Contractor</i> fails to comply with this provision, the <i>Owner</i> may publish a copy of the certificate and charge the <i>Contractor</i> with the costs so incurred."</p>
SC38.3	5.4.3	<p><u>Delete</u> GC 5.4.3 and <u>replace</u> it with the following:</p> <p>"5.4.3 After publication of the certificate of the <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall submit an application for payment of the outstanding <i>Construction Act</i> holdback amount, which application for payment shall:</p> <ul style="list-style-type: none"> .1 include all of the requirements listed in EXHIBIT "1" - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE, as applicable to the application for payment of the holdback amount; and .2 include a statement that the <i>Contractor</i> has not received any written notices of lien or any claims for liens from any <i>Subcontractor</i> or <i>Supplier</i>. <p>After the receipt of a complete application for payment of the 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 GC 5.4.4 and the <i>Construction Act</i>."</p>
SC38.4	5.4.4	<p><u>Delete</u> GC 5.4.4 and <u>replace</u> it with the following:</p> <p>"5.4.4 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>."

SC38.5	5.4.5	<u>Delete</u> GC 5.4.5 in its entirety.
--------	-------	---

SC39 GC 5.5

FINAL PAYMENT

SC39.1	GC 5.5	<p><u>Delete</u> GC 5.5 in its entirety, including all subparagraphs thereunder and <u>replace</u> it with in the following:</p> <p>“5.5.1 When <i>Ready-for-Takeover</i> has been achieved in accordance with GC 12.1 READY-FOR-TAKEOVER and the <i>Contractor</i> considers the <i>Work</i> is complete, and after the <i>Contractor</i>, the <i>Owner</i>, and the <i>Consultant</i> have attended a <i>Pre-Invoice Submission Meeting</i> analogous to the requirement in GC 5.2.1 (the “Final Pre-Invoice Submission Meeting”), the <i>Contractor</i> may submit an application for final payment to the <i>Owner</i> and to the <i>Consultant</i>, which application for payment shall:</p> <ul style="list-style-type: none"> .1 include all of the requirements set out in GC 5.2.3, including without limitation those requirements listed in EXHIBIT “1” - PROJECT SPECIFIC REQUIREMENTS FOR A PROPER INVOICE that are specific to an application for final payment; and .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. <p>5.5.2 No later than 5 calendar days prior to the <i>Final Pre-Invoice Submission Meeting</i>, the <i>Contractor</i> will, if it has not already been provided, submit to the <i>Consultant</i>, the following documentation all closeout documentation required by the <i>Contract Documents</i>, including but not limited to, warranties, manuals, guarantees, as-built drawings and all other relevant literature from suppliers and manufacturers including, but not limited to, where applicable (the “Close-Out Documentation”):</p> <ul style="list-style-type: none"> .1 equipment, maintenance, and operations manuals; .2 equipment specifications, data sheets and brochures, parts lists and assembly drawings, performance curves and other related data; .3 line drawings, value charts and control sheets sequences with description of the sequence of operations; .4 warranty documents; .5 guarantees; .6 certificates; .7 service and maintenance reports;
--------	--------	---

		<p>.8 <i>Specifications;</i></p> <p>.9 <i>Shop Drawings;</i></p> <p>.10 testing and balancing results and reports;</p> <p>.11 <i>Commissioning</i> and quality assurance documentation;</p> <p>.12 distribution system diagrams;</p> <p>.13 spare parts;</p> <p>.14 samples;</p> <p>.15 existing reports and correspondence from <i>Authorities Having Jurisdiction</i> in the <i>Place of the Work</i>;</p> <p>.16 the completed "redline" set of <i>Contract Documents</i> as required by GC 1.1.15;</p> <p>.17 as-built drawings, including CAD/digital formats; and</p> <p>.18 all licenses required to be assigned to the <i>Owner</i> in accordance with GC 1.6.1.2;</p> <p>and other materials or documentation required to be submitted in accordance with the <i>Contract Documents</i>.</p> <p>5.5.3 The <i>Close-Out Documentation</i> shall constitute requirements for the <i>Proper Invoice</i> for final payment.</p> <p>5.5.4 After receipt by the <i>Owner</i> and the <i>Consultant</i> of an application for payment submitted by the <i>Contractor</i> that is a <i>Proper Invoice</i>:</p> <p>.1 the <i>Consultant</i> will either:</p> <p>(a) issue to the <i>Owner</i> with a copy to the <i>Contractor</i>, a progress payment certificate in the amount applied for by the <i>Contractor</i> in the <i>Proper Invoice</i>, or</p> <p>(b) deliver a finding to the <i>Owner</i> with 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 issuing a <i>Notice of Non-Payment</i> (Form 1.1), if any, in accordance with GC 5.5.2;</p> <p>.2 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 PAYMENT,</p> <p>(a) in the amount stated in the certificate for payment, or</p> <p>(b) in the amount stated in the certificate for payment less such amount stated in the <i>Owner's Notice of Non-Payment</i> issued pursuant to GC 5.5.5,</p>
--	--	---

		<p>on the 28th calendar day after receipt of a <i>Proper Invoice</i>, unless such 28th calendar day lands on a day that is other than a <i>Working Day</i>, in which case payment shall be made on the next <i>Working Day</i> after such 28th day.</p> <p>5.5.5 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>) and GC 5.5.2 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 5.5.5, the <i>Owner</i> and the <i>Contractor</i> shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a <i>Notice of Non-Payment</i>, despite good faith efforts by both parties 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 5.5.4.</p> <p>5.5.6 Subject to the provisions of the <i>Construction Act</i> and any other rights conferred on the <i>Owner</i> at law or under this <i>Contract</i> to withhold payment or backcharge or set-off against payment, the <i>Owner</i> shall pay the amount payable under a <i>Proper Invoice</i> for final payment in accordance with the <i>Construction Act</i>.</p> <p>5.5.7 When the <i>Consultant</i> issues certificate of completion in accordance with GC 5.5.4.1, the <i>Consultant</i> shall also issue a certificate for release of any holdback for finishing work amount. In accordance with the <i>Construction Act</i>, the <i>Owner</i> may retain any amounts which are required by law to satisfy any liens against the <i>Work</i>, in respect of any third party claims made to the <i>Owner</i> in respect of the <i>Contract</i> or the <i>Work</i>, and in respect of any claims the <i>Owner</i> may have against the <i>Contractor</i>. Subject to the foregoing, the <i>Owner</i> shall release the holdback in accordance with the <i>Construction Act</i>."</p>
SC39.2		

SC40 GC 5.7 NON-CONFORMING WORK

SC40.1	5.7.1	In GC 5.7.1 between the words " <i>Owner</i> " and "shall" in the first line <u>add</u> the following words: "nor the fact that the <i>Owner</i> did not give the <i>Contractor</i> a <i>Notice of Non-Payment</i> in respect of a <i>Proper Invoice</i> ".
--------	-------	---

SC41 *NEW* GC 5.8 LIENS

SC41.1	GC 5.8	<p><u>Add</u> new GC 5.10 LIENS as follows:</p> <p>"GC 5.8 LIENS</p> <p>5.8.1 In the event a construction lien arising from the performance of the <i>Work</i> is preserved by a <i>Subcontractor</i> or a <i>Supplier</i> of any tier, or a written notice of a lien is given to the <i>Owner</i> by a <i>Subcontractor</i> or <i>Supplier</i>, or a construction lien action is commenced against the <i>Owner</i> by a <i>Subcontractor</i> or a <i>Supplier</i> of any tier, or the <i>Contractor</i> has registered a claim for lien against title to the <i>Place of the Work</i></p>
--------	--------	--

		<p>then the <i>Contractor</i> shall, at its own expense:</p> <ul style="list-style-type: none"> .1 within 10 calendar days of registration of a claim for lien, or delivery of a claim for lien by a <i>Subcontractor</i> or <i>Supplier</i> to the Clerk of the <i>Owner</i>, vacate the lien by posting security with the Ontario Superior Court in accordance with s. 44 of the <i>Construction Act</i> or procure a discharge of the lien. If the lien is merely vacated, the <i>Contractor</i> shall, if requested, undertake the <i>Owner's</i> defence of any subsequent action commenced by a <i>Subcontractor</i> or <i>Supplier</i> in respect of the lien being claimed, at the <i>Contractor's</i> sole expense; .2 within 10 calendar days of receiving notice from the <i>Owner</i> of a written notice of a lien being given to the <i>Owner</i> by a <i>Subcontractor</i> or <i>Supplier</i>, post security with the Ontario Superior Court of Justice so that the written notice of a lien no longer binds the parties upon whom it was served; and .3 satisfy all judgments and pay all costs arising from such <i>Subcontractor</i> or <i>Supplier</i> construction lien(s) and actions and fully indemnify the <i>Owner</i> against all costs and expenses arising from same, including legal costs on a full indemnity basis. <p>5.8.2 In the event that the <i>Contractor</i> fails or refuses to comply with its obligations pursuant to GC 5.8.1, the <i>Owner</i> shall, at its option, be entitled to take all steps necessary to address any such construction liens including, without limitation and in addition to the <i>Owner's</i> rights under GC 5.8.3, the posting of security with the Ontario Superior Court of Justice to vacate the claim for lien or written notice of lien, and in so doing will be entitled to a full indemnity from the <i>Contractor</i> for all legal fees, security, disbursements and other costs incurred and will be entitled to deduct same from amounts otherwise owing to the <i>Contractor</i>.</p> <p>5.8.3 In the event that any <i>Subcontractor</i> or <i>Supplier</i> of any tier preserves a claim for lien with respect to the <i>Work</i>, or the <i>Contractor</i> registers a claim for lien against title to the <i>Place of the Work</i>, the <i>Owner</i> shall have the right to withhold, in addition to the statutory holdback, the full amount of said claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien or written notice of lien and to bring a motion to vacate the registration of said claim for lien and any associated certificate of action in respect of that lien, in accordance with Section 44 of the <i>Construction Act</i>, by paying into court as security the amount withheld.</p> <p>5.8.4 Nothing in this GC 5.8 serves to preclude the <i>Contractor</i> from preserving and perfecting its lien, in accordance with the <i>Construction Act</i>, in the event of non-payment by the <i>Owner</i>."</p>
--	--	--

PART 6 CHANGES IN THE WORK

SC42 GC 6.1

OWNER'S RIGHT TO MAKE CHANGES

SC42.1	6.1.2	<p><u>Insert</u> the following sentence at the end of GC 6.1.2</p> <p>"This requirement is of the essence of the <i>Contract</i> and it is the express intention of the parties that any claims by the <i>Contractor</i> for a change in the <i>Contract Price</i> and/or <i>Contract Time</i> shall be barred unless there has been strict compliance with PART 6 - CHANGES IN THE WORK. No verbal dealings between the parties and no implied acceptance or</p>
--------	-------	---

		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> , whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this <i>Contract</i> , an increase to the <i>Contract Price</i> , or a claim for any extension of the <i>Contract Time</i> ."
--	--	---

SC43 GC 6.2

CHANGE ORDER

SC43.1	6.2.2	<u>Delete</u> the last sentence of GC 6.2.2 and <u>replace</u> with the following: "The <i>Contractor</i> shall include the value of the work performed as a result of a <i>Change Order</i> during a <i>Payment Period</i> in the <i>Proper Invoice</i> that the <i>Contractor</i> submits pursuant to GC 5.3 – PAYMENT in respect of that <i>Payment Period</i> ."
SC43.2	6.2.3 and 6.2.4	<u>Add</u> new GC 6.2.3 and 6.2.4 as follows: "6.2.3 All quotations will be submitted in a complete manner listing: .1 quantity of each material, .2 unit cost of each material, .3 man hours involved, .4 labour cost per hour, .5 equipment rental, tool and supply costs, including quotations and/or receipts .6 <i>Subcontractor</i> quotations submitted listing items 1 to 5 above and item 7 below; and .7 mark-up in accordance with the permitted GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY. 6.2.4 The <i>Owner</i> and the <i>Consultant</i> will not be responsible for delays to the <i>Work</i> resulting from late, incomplete or inadequately broken down valuations submitted by the <i>Contractor</i> ."

SC44 GC 6.3

CHANGE DIRECTIVE

SC44.1	6.3.3	<u>Delete</u> GC 6.3.3.
SC44.2	6.3.6.3	<u>Delete</u> GC 6.3.6.3 and <u>replace</u> it with the following: ".3 The <i>Contractor's</i> fee shall be the <i>Overhead</i> and profit permitted under GC 6.7 - EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY or as otherwise agreed by the parties."
SC44.3	6.3.7	At the end of GC 6.3.7 <u>add</u> the following: "All other costs attributable to the change in the <i>Work</i> including the costs of all administrative or supervisory personnel are included in <i>Overhead</i> and profit calculated in accordance with the provisions of GC 6.7.1.3."
SC44.4	6.3.7.6	Amend GC 6.3.7.6 by <u>adding</u> the following to the end of the paragraph: ", provided that such amounts are not caused by negligent acts, omissions, or default of the <i>Contractor</i> or <i>Subcontractor</i> ,"

SC44.5	6.3.7.7	<u>Delete</u> GC 6.3.7.7.
SC44.6	6.3.7.17	<u>Delete</u> GC 6.3.7.17 in its entirety including all subparagraphs.
SC44.7	6.3.9	In GC 6.3.9 <u>delete</u> the word “thereof” and <u>replace</u> it with the following: “upon submission of any claim for costs related to the <i>Change Directive</i> .”.

SC45 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC45.1	6.4.5	<p><u>Add</u> new GC 6.4.5 as follows:</p> <p>“6.4.5 If the <i>Contractor</i> was given access to the <i>Place of the Work</i> prior to the submission of the bid on which the <i>Contract</i> was awarded, then the <i>Contractor</i> confirms that it carefully investigated the <i>Place of the Work</i> and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.13.1. In those circumstances, notwithstanding the provisions of GC 6.4.1, the <i>Contractor</i> is not entitled to an adjustment to the <i>Contract Price</i> or to an extension of the <i>Contract Time</i> for conditions which could reasonably have been ascertained by the <i>Contractor</i> by such careful investigation, or which could have been reasonably inferred from the material provided with the <i>Contract Documents</i>. In those circumstances, should a claim arise, the <i>Contractor</i> will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation, because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the <i>Contract Documents</i>.”</p>
--------	-------	---

SC46 GC 6.5 DELAYS

SC46.1	6.5.1	<p><u>Delete</u> GC 6.5.1 in its entirety 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 an action or omission of the <i>Owner</i>, <i>Consultant</i> or anyone employed or engaged by the <i>Owner</i> directly, contrary to the provisions of the <i>Contract Documents</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. The <i>Contractor</i> shall, subject to GC 6.5.9, be reimbursed by the <i>Owner</i> for reasonable direct costs incurred by the <i>Contractor</i> as the result of such delay, provided that the <i>Owner</i> shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay.”</p>
SC46.2	6.5.2	<p><u>Delete</u> GC 6.5.2 in its entirety and <u>replace</u> it with the following:</p> <p>“6.5.2 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by a <i>Stop Work Order</i> issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the <i>Contractor</i> or any person employed or engaged by the <i>Contractor</i> directly or indirectly, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> may recommend in consultation with the <i>Contractor</i>. The <i>Contractor</i> shall be reimbursed by the <i>Owner</i> for reasonable direct costs directly flowing from the delay, but excluding any consequential, indirect or special damages (including, without limitation, loss of</p>

		profits, loss of opportunity or loss of productivity)."
SC46.3	6.5.3	<p><u>Delete</u> GC 6.5.3 in its entirety and <u>replace</u> with the following:</p> <p>"6.5.3 If the performance of the <i>Work</i> or the performance of any other obligation(s) of a party to this <i>Contract</i> is delayed by <i>Force Majeure</i>, then the <i>Contract Time</i> shall be extended for such reasonable time as the <i>Consultant</i> in consultation with the <i>Owner</i> and the <i>Contractor</i> shall agree. The extension of time shall not be less than the time lost as a result of the <i>Force Majeure</i> event causing the delay, unless the <i>Contractor</i> agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the <i>Contract Time</i> attributable to the <i>Force Majeure</i> event, the <i>Owner</i> and the <i>Contractor</i> shall execute a <i>Change Order</i> issued by the <i>Consultant</i> indicating the length of the extension to the <i>Contract Time</i> and confirming that there are no costs payable by either party to the other for the extension of <i>Contract Time</i>."</p>
SC46.4	6.5.4	<p><u>Delete</u> GC 6.5.4 in its entirety and <u>replace</u> it with the following:</p> <p>"6.5.4 No extension or compensation shall be made for delay or impact on the <i>Work</i> unless <i>Notice in Writing</i> of a claim is given to the <i>Consultant</i> not later than ten (10) <i>Working Days</i> after the commencement of the delays or impact on the <i>Work</i>, provided however, that, in the case of a continuing cause of delay or impact on the <i>Work</i>, only one <i>Notice in Writing</i> of claim shall be necessary."</p>
SC46.5	6.5.6 to 6.5.9	<p><u>Add</u> new GC 6.5.6, 6.5.7, 6.5.8, and 6.5.9 as follows:</p> <p>"6.5.6 If the <i>Contractor</i> is delayed in the performance of the <i>Work</i> by an act or omission of the <i>Contractor</i> or anyone directly or indirectly employed or engaged by the <i>Contractor</i>, or by any cause within the <i>Contractor's</i> control, then the <i>Contract Time</i> may be extended for such reasonable time as the <i>Owner</i> may decide in consultation with the <i>Consultant</i> and the <i>Contractor</i>. The <i>Owner</i> shall be reimbursed by the <i>Contractor</i> for all reasonable costs incurred by the <i>Owner</i> as the result of such delay, including, but not limited to, the cost of all additional services required by the <i>Owner</i> from the <i>Consultant</i> or any sub-consultants, project managers, or others employed or engaged by the <i>Owner</i>, and in particular, the costs of the <i>Consultant's</i> services during the period between the date of <i>Ready-for-Takeover</i> stated in Article A-1 herein, as the same may be extended through the provision of these General Conditions, and any later or actual date of <i>Ready-for-Takeover</i> achieved by the <i>Contractor</i>.</p> <p>6.5.7 Without limiting the obligations of the <i>Contractor</i> described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS or GC 9.4 – CONSTRUCTION SAFETY, the <i>Owner</i> or <i>Consultant</i> may, by <i>Notice in Writing</i>, direct the <i>Contractor</i> to stop the <i>Work</i> where the <i>Owner</i> or <i>Consultant</i> 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 <i>Contract Time</i> 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 <i>Contact Time</i> or the reimbursement of the <i>Contractor's</i> costs as provided in GC 6.5.1, 6.5.2 or 6.5.3.</p>

		<p>6.5.8 No claim for delay shall be made and the <i>Contract Time</i> shall not be extended due to climatic conditions or arising from the <i>Contractor's</i> efforts to maintain the <i>Construction Schedule</i>.</p> <p>6.5.9 Regardless of the reason or cause of delay, the <i>Contractor</i> shall:</p> <p>.1 have a duty to mitigate the expenses or costs which may be incurred as a result of any delay, which mitigation measures shall include, but not be limited to, reducing the number of the <i>Contractor's</i> and <i>Subcontractor's</i> personnel at the <i>Place of the Work</i>, reducing the amount of supplies or the use of <i>Equipment</i>, and there shall be no reimbursement for any costs or expenses that could reasonably have been mitigated; and</p> <p>.2 keep such records and documentation as may be necessary to support any claim for reimbursement for expenses or costs which may be incurred as a result of any delay, including any records or documentation which demonstrates compliance with GC 6.5.9.1, and there shall be no reimbursement for any costs that are not sufficiently supported by such necessary records and documentation, as determined by the <i>Consultant</i>."</p>
--	--	--

SC47 GC 6.6

CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC47.1	6.6.1	In GC 6.6.1, <u>delete</u> the words "shall give timely <i>Notice in Writing</i> " and <u>replace</u> them with "shall, within 7 calendar days after the commencement of any part of the <i>Work</i> that is the subject of the claim, give <i>Notice in Writing</i> ".
SC47.2	6.6.3	<p><u>Delete</u> GC 6.6.3 and <u>replace</u> it with the following:</p> <p>"6.6.3 The party making the claim shall submit to the <i>Consultant</i> a detailed account of the amount claimed and the grounds upon which the claim is based. Such claim shall be submitted within a reasonable time, and in any event no later than 30 calendar days after completion of the <i>Work</i> that is the subject of the claim. Oral communications will not be binding on the <i>Owner</i>. The party making the claim must produce written evidence in support of the claim and shall not use, or attempt to use, against the other party any oral communications among the parties."</p>
SC47.3	6.6.7	<p><u>Add</u> new GC 6.6.7 and 6.6.8 as follows:</p> <p>"6.6.7 The <i>Owner</i> may make claims against the <i>Contractor</i> arising out of the costs incurred for additional services provided by the <i>Consultant</i> resulting from the <i>Contractor's</i> failure to reasonably perform the <i>Work</i> in accordance with the terms and conditions of the <i>Contract</i>.</p> <p>6.6.8 The <i>Contractor</i> shall be barred from asserting any claims related to, arising or resulting from, events, including events of <i>Force Majeure</i>, that were reasonably foreseeable or otherwise known to the <i>Contractor</i> at the time it submitted its <i>Procurement Response</i>. For certainty, any such that were reasonably foreseeable or otherwise known by the <i>Contractor</i> at the time it submitted its <i>Procurement Response</i> shall be at the sole expense and cost of the <i>Contractor</i>."</p>

SC48 *NEW* GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY

SC48.1	GC 6.7	<p><u>Add</u> new GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY, as follows:</p> <p>"GC 6.7 EXTRA WORK, CLAIMS, PAYMENT FROM CONTINGENCY</p> <p>6.7.1 When submitting a price proposal in response to a <i>Contemplated Change Order</i> or <i>Change Directive</i>, each <i>Subcontractor</i>, <i>Supplier</i>, and <i>Contractor</i> mark-ups shall be calculated as follows:</p> <p>.1 Where <i>Work</i> respecting a <i>Contemplated Change Order</i> or <i>Change Directive</i> involves extra work whether by the <i>Contractor's</i> own forces, those of its <i>Subcontractors</i> or <i>Suppliers</i>, the party actually carrying out the <i>Work</i> shall be allowed a mark-up on the additional net value of the extra work so carried out.</p> <p>.2 The cost to the <i>Owner</i> shall be the actual cost of the extra work plus a percentage covering <i>Overhead</i> and profit of the performing trade, after all credits included in the change resulting from the extra work have been deducted, plus a <i>Contractor</i> mark-up for profit and <i>Overhead</i>.</p> <p>.3 An allowance covering <i>Overhead</i> and profit shall be calculated as follows:</p> <p>(1) for changes valued less than \$10,000 the total mark-up for the party performing the work, including <i>Overhead</i> and profit, shall be ten percent (10%) and the total <i>Contractor</i> mark-up including <i>Overhead</i> and profit shall be five percent (5%), and</p> <p>(2) for changes valued between \$10,000 and \$50,000 the total mark-up for the party performing the work, including <i>Overhead</i> and profit, shall be eight percent (8%) and the total <i>Contractor</i> mark-up including <i>Overhead</i> and profit shall be five percent (5%), and</p> <p>(3) for changes valued over \$50,000 the total mark-up for the party performing the work, including <i>Overhead</i> and profit, shall be five percent (5%) and the total <i>Contractor</i> mark-up including <i>Overhead</i> and profit shall be five percent (5%).</p> <p>.4 No other <i>Overhead</i> charges will be permitted."</p>
--------	--------	---

PART 7 DEFAULT NOTICE

SC49 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

SC49.1	GC 7.1	<p><u>Revise</u> the heading to read "OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT"</p>
SC49.2	7.1.5.3	<p>In GC 7.1.5.2 <u>delete</u> the words "however, if such cost of finishing the <i>Work</i> is less than the unpaid balance of the <i>Contract Price</i>, the <i>Owner</i> shall pay the <i>Contractor</i> the difference".</p>

SC49.3	7.1.6	<p><u>Delete</u> GC 7.1.6 in its entirety and <u>replace</u> it with the following:</p> <p>“7.1.6 In addition to its right to terminate the <i>Contract</i> set out herein, the <i>Owner</i> may terminate the <i>Contract</i> at any time for any or no reason and without cause upon giving the <i>Contractor Notice in Writing</i>, to that effect. Upon receiving the <i>Owner's Notice in Writing</i>, the <i>Contractor</i> shall terminate all operations as soon as reasonably possible, or as set out in the notice, except work which, in the <i>Contractor's</i> opinion is necessary for the safety of personnel and for the care and preservation of the <i>Work</i>. In such event, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed including reasonable profit, for loss sustained upon <i>Products</i> and <i>Construction Equipment</i>, and such other damages as the <i>Contractor</i> may have sustained as a result of the termination of the <i>Contract</i>, but in no event shall the <i>Contractor</i> be entitled to be compensated for any loss of profit on unperformed portions of the <i>Work</i>, or indirect, special, or consequential damages incurred.”</p>
SC49.4	7.1.7 to 7.1.11	<p><u>Add</u> new GC 7.1.7, 7.1.8, 7.1.9, 7.1.10, and 7.1.11 as follows:</p> <p>“7.1.7 The <i>Owner</i> may suspend <i>Work</i> under the <i>Contract</i> at any time for any reason and without cause upon giving the <i>Contractor 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 actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon <i>Products</i> and <i>Construction Equipment</i>, and such other damages as the <i>Contractor</i> may have sustained as a result of the suspension of the <i>Work</i>, but in no event shall the <i>Contractor</i> be entitled to be compensated for any indirect, special, or consequential damages incurred. In the event that the suspension continues for more than forty-five (45) calendar days, the <i>Contract</i> shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.</p> <p>7.1.8 In the case of either a termination of the <i>Contract</i> or a suspension of the <i>Work</i> under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the <i>Contractor</i> shall use its best commercial efforts to mitigate the financial consequences to the <i>Owner</i> arising out of the termination or suspension, as the case may be.</p> <p>7.1.9 Upon the resumption of the <i>Work</i> following a suspension under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the <i>Contractor</i> will endeavour to minimize the delay and financial consequences arising out of the suspension.</p> <p>7.1.10 The <i>Contractor's</i> obligation under the <i>Contract</i> as to quality, correction, and warranty of the <i>Work</i> performed by the <i>Contractor</i> up to the time of termination or suspension shall continue after such termination of the <i>Contract</i> or suspension of the <i>Work</i>.</p> <p>7.1.11 Notwithstanding any other provision in the <i>Contract</i>, the <i>Owner</i> shall not be liable to the <i>Contractor</i> for any actual or alleged damages of any kind whatsoever (including without limitation indirect, incidental, special, consequential or other damages, including loss of profits) on account of the publication of a <i>Notice of Termination</i> pursuant to the <i>Construction Act</i>, and the <i>Contractor</i> waives any claim against the <i>Owner</i> related to or arising from the publication.”</p>

SC50 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC50.1	7.2.2	In GC 7.2.2 <u>delete</u> the words "20 <i>Working Days</i> " and <u>replace</u> them with "sixty (60) consecutive calendar days".
SC50.2	7.2.3	<u>Delete</u> GC 7.2.3 in its entirety and <u>replace</u> with the following: <p>"7.2.3 The <i>Contractor</i> may give <i>Notice in Writing</i> to the <i>Owner</i>, with a copy to the <i>Consultant</i>, that the <i>Owner</i> is in default of the <i>Owner's</i> contractual obligations if:</p> <ul style="list-style-type: none"> .1 subject to the other terms and conditions of the <i>Contract</i> the <i>Owner</i> fails to pay the <i>Contractor</i> when due the amounts certified by the <i>Consultant</i> or awarded by arbitration or court, except where the <i>Owner</i> has a bona fide claim for set-off, or .2 the <i>Owner</i> violates the requirements of the <i>Contract</i> to a substantial degree and the <i>Consultant</i>, confirms by written statement to the <i>Contractor</i> and the <i>Owner</i>, that sufficient cause exists."
SC50.3	7.2.5	<u>Delete</u> GC 7.2.5 and <u>replace</u> it with the following: <p>"7.2.5 If the default cannot be corrected within the 5 <i>Working Days</i> specified in GC 7.2.4, the <i>Owner</i> shall be deemed to have cured the default if it:</p> <ul style="list-style-type: none"> .1 commences correction of the default within the specified time; or .2 provides the <i>Contractor</i> with an acceptable schedule for such correction."
SC50.4	7.2.6	<u>Add</u> new GC 7.2.6, 7.2.7, and 7.2.8 as follows: <p>"7.2.6 If the <i>Contractor</i> terminates the <i>Contract</i> under the conditions described in GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the <i>Contractor</i> shall be entitled to be paid for all <i>Work</i> performed to the date of termination, as determined by the <i>Consultant</i>. The <i>Contractor</i> shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization and losses sustained on <i>Products</i> and <i>Construction Equipment</i>. The <i>Contractor</i> shall not be entitled to any recovery for any special, indirect or consequential losses, including loss of profit.</p> <p>7.2.7 If the <i>Contractor</i> stops the <i>Work</i> or terminates the <i>Contract</i> in accordance with this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the <i>Contractor</i> shall leave the <i>Place of the Work</i> and the <i>Work</i> in a secure condition.</p> <p>7.2.8 Notwithstanding any other provision of this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, no termination of the <i>Contract</i> by the <i>Contractor</i> will be valid until and unless the <i>Contractor</i> publishes a notice of termination in accordance with the requirements of the <i>Construction Act</i>."</p>

PART 8 DISPUTE RESOLUTION

SC51 GC 8.1 AUTHORITY OF THE CONSULTANT

SC51.1	8.1.3	<p><u>Delete</u> GC 8.1.3 in its entirety and <u>replace</u> it with the following:</p> <p>"8.1.3 Unless the <i>Contract</i> has been terminated or completed, the <i>Contractor</i> shall in every case, regardless of claim, <i>Adjudication</i> or dispute, continue to proceed with the <i>Work</i> with due diligence in accordance with the <i>Consultant's</i> instructions. It is understood by the parties that such actions will not jeopardize any claim that the parties may have."</p>
--------	-------	---

SC52 GC 8.2 ADJUDICATION

SC52.1	8.2.2 to 8.2.7	<p><u>Add</u> new GC 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.6, and 8.2.7 as follows:</p> <p>"8.2.2 Save and except where the <i>Contractor</i> has given an undertaking, in accordance with the <i>Act</i>, to refer a dispute to <i>Adjudication</i>, prior to delivering a notice of <i>Adjudication</i> in a form prescribed by the <i>Act</i>, the parties agree to first address all disputes with at least one in-person meeting with the <i>Owner's</i> representative, the <i>Consultant's</i> representative, and the <i>Contractor's</i> representative. The parties agree that such steps will be taken to resolve any disputes in a timely and cost-effective manner.</p> <p>8.2.3 Notwithstanding any other provisions in PART 8 DISPUTE RESOLUTION, the parties shall engage in <i>Adjudication</i> proceedings as required by, and in accordance with, the <i>Construction Act</i>.</p> <p>8.2.4 The following procedures shall apply to any <i>Adjudication</i> the parties engage in under the <i>Construction Act</i>:</p> <p>.1 any hearings shall be held at a venue within the jurisdiction of the <i>Place of the Work</i> or such other venue as the parties may agree and which is acceptable to the adjudicator;</p> <p>.2 the <i>Adjudication</i> shall be conducted in English;</p> <p>.3 each party may be represented by counsel throughout an <i>Adjudication</i>;</p> <p>.4 there shall not be any oral communications with respect to issues in dispute that are the subject of an <i>Adjudication</i> between a party and the adjudicator unless it is made in the presence of both parties or their legal representatives; and</p> <p>.5 a copy of all written communications between the adjudicator and a party shall be given to the other party at the same time.</p> <p>8.2.5 Any documents or information disclosed by the parties during an <i>Adjudication</i> are confidential and the parties shall not use such documents or information for any purpose other than the <i>Adjudication</i> in which they are disclosed and shall not</p>
--------	----------------	---

		<p>disclose such documents and information to any third party, unless otherwise required by law, save and except the for the adjudicator.</p> <p>8.2.6 If the <i>Contractor</i> fails to comply with any of the notice requirements set out in the <i>Contract</i>, including the time limits set out in any of the following:</p> <ul style="list-style-type: none"> .1 GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS; .2 GC 6.5 – DELAYS; .3 GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE; .4 PART 8 DISPUTE RESOLUTION .5 GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES .6 GC 9.3 – ARTIFACTS AND FOSSILS; or .7 GC 9.5 - MOULD <p>in respect of any claim or dispute, the <i>Contractor</i> shall have no entitlement whatsoever (including to an increase in the <i>Contract Price</i>, or an extension of <i>Contract Time</i>) in the context of an <i>Adjudication</i> under the <i>Construction Act</i> and waives the right to make any such claims or disputes in an <i>Adjudication</i>. This GC 8.2.6 shall operate conclusively as an estoppel and bar in the event such claims or disputes are brought in an <i>Adjudication</i> and the <i>Owner</i> may rely on this GC 8.2.6 as a complete defence to any such claims or disputes.</p> <p>8.2.7 The parties hereby acknowledge and agree,</p> <ul style="list-style-type: none"> .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>; .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>; .3 that notice(s) of <i>Adjudication</i>, with respect to any dispute or claim relating to the <i>Project</i>, shall not be given, and no <i>Adjudication</i> shall be commenced following <i>Contract</i> completion, <i>Contract</i> abandonment, or termination of the <i>Contract</i>; .4 that any <i>Adjudication</i> between the <i>Contractor</i> and a <i>Subcontractor</i> or a supplier that relates to an <i>Adjudication</i> between the <i>Owner</i> and the <i>Contractor</i> shall be joined together to be adjudicated by a single adjudicator, provided that the adjudicator agrees to do so, and the <i>Contractor</i> shall include a provision in each of its contracts that contain an equivalent obligation to this GC 8.2.7.4; and .5 that, other than where the <i>Contractor</i> is obliged to commence an <i>Adjudication</i> pursuant to an undertaking under the <i>Construction Act</i>,
--	--	--

		<p>neither the <i>Owner</i> nor the <i>Contractor</i> shall commence an <i>Adjudication</i> during the <i>Restricted Period</i>.</p> <p>8.2.8 The parties acknowledge and agree that no <i>Adjudication</i>, arbitration, action, suit or other proceeding may be brought by the <i>Contractor</i> against the <i>Owner</i> in respect of a claim for an increase to the <i>Contract Price</i> as set out in GC 6.6, before the <i>Consultant</i> has issued its findings in respect of same, pursuant to GC 6.6.5. For greater clarity and without limiting the foregoing, the amount applied for in each <i>Proper Invoice</i> shall not include any amounts pertaining to the <i>Contractor's</i> claim for an increase in <i>Contract Price</i> unless and until the <i>Consultant</i> has issued a <i>Notice in Writing</i> to the <i>Contractor</i> regarding the validity of such claim, as provided for in GC 6.6.5. However, nothing in this GC 8.2.8 shall prevent a <i>Contractor</i> from commencing an <i>Adjudication</i> where, pursuant to the <i>Construction Act</i>, the <i>Contractor</i> is required to give an undertaking to a <i>Subcontractor</i> to commence an <i>Adjudication</i> following delivery of a <i>Notice of Non-Payment</i>."</p>
--	--	--

SC53 GC 8.3

NEGOTIATION, MEDIATION AND ARBITRATION

SC53.1	8.3.6 to 8.3.8	<p><u>Delete</u> GC 8.3.6, 8.3.7 and 8.3.8 in their entirety and <u>add</u> new GC 8.2.6 as follows:</p> <p>"8.3.6 When a dispute has not been resolved through negotiation or mediation, within ten (10) <i>Working Days</i> after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may give a <i>Notice in Writing</i> to the other party and to the <i>Consultant</i> inviting the other party to agree to submit the dispute to be finally resolved by arbitration, pursuant to the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. If the other party wishes to accept the invitation to submit the dispute to arbitration, it shall so indicate by the delivery of a responding <i>Notice in Writing</i> within ten (10) <i>Working Days</i> of receipt of the invitation. If, within the required times, no invitation is made or, if made, is not accepted, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties may agree to use."</p>
--------	----------------	--

PART 9 PROTECTION OF PERSONS AND PROPERTY

SC54 GC 9.1

PROTECTION OF WORK AND PROPERTY

SC54.1	9.1.1.1	<p><u>Delete</u> GC 9.1.1.1 in its entirety and <u>replace</u> it with the following:</p> <p>".1 errors in the <i>Contract Documents</i> which the <i>Contractor</i> could not have reasonably discovered applying the standard of care described in paragraph 3.13.1;".</p>
SC54.2	9.1.2	<p><u>Delete</u> GC 9.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>"9.1.2 Before commencing any work, the <i>Contractor</i> shall determine the locations of all underground utilities and structures indicated in the <i>Contract Documents</i> or reasonably apparent from the <i>Contract Documents</i>, or that are reasonably apparent from an inspection of the <i>Place of the Work</i> exercising the degree of care and skill described in GC 3.13.1."</p>

SC54.3	9.1.5	<p><u>Add</u> new GC 9.1.5 as follows:</p> <p>“9.1.5 With respect to any damage to which GC 9.1.4 applies, the <i>Contractor</i> shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to property adjacent, in the vicinity of or proximate to the <i>Place of the Work</i>, nor acknowledge that the same was caused or occasioned by the <i>Contractor</i>, without first consulting the <i>Owner</i> and receiving written instructions as to the course of action to be followed from either the <i>Owner</i> or the <i>Consultant</i>. Where, however, there is danger to life, the environment, or public safety, the <i>Contractor</i> shall take such emergency action as it deems necessary to remove the danger.”</p>
--------	-------	--

SC55 GC 9.2

TOXIC AND HAZARDOUS SUBSTANCES

SC55.1	9.2.1	<p>In GC 9.2.1, <u>add</u> the following to the end of the paragraph:</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>
SC55.2	9.2.5.5	<p><u>Add</u> new GC 9.2.5.5 as follows:</p> <p>“.5 take all reasonable steps to mitigate the impact on <i>Contract Time</i> and <i>Contract Price</i>.”</p>
SC55.3	9.2.6	<p><u>Delete</u> GC 9.2.6 in its entirety and <u>replace</u> it with the following:</p> <p>“9.2.6 If the <i>Owner</i> and <i>Contractor</i> do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the <i>Place of the Work</i> by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible, 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, the <i>Owner</i> shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the <i>Owner</i> and the <i>Contractor</i>.”</p>
SC55.4	9.2.7.4	<p><u>Delete</u> GC 9.2.7.4 in its entirety and <u>replace</u> it with the following:</p> <p>“.4 indemnify the <i>Contractor</i> from and against claims, demands, losses, costs, damages, actions, suits or proceedings made, suffered or brought by third parties arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances for which the <i>Contractor</i> is not responsible under GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES at the <i>Place of the Work</i>. This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 13.1 – INDEMNIFICATION or that otherwise exist respecting a person or party described in this paragraph.”</p>
SC55.5	9.2.8	<p><u>Add</u> the following to GC 9.2.8, after the word “responsible” in the second line:</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 damages to the property of the <i>Owner</i> or others, ”.</p>
SC55.6	9.2.10 & 9.2.11	<p><u>Add</u> new GC 9.2.10 and 9.2.11 as follows:</p> <p>“9.2.10 The <i>Contractor</i>, <i>Subcontractors</i> and <i>Suppliers</i> shall not bring on to the <i>Place of the Work</i> any toxic or hazardous substances and materials except as required in order to perform the <i>Work</i>. If such toxic or hazardous substances or materials are required, storage in quantities sufficient to allow work to proceed to the end of any current work week only shall be permitted. All such toxic and hazardous materials and substances shall be handled and disposed of only in accordance with all laws and regulations that are applicable at the <i>Place of the Work</i>.</p> <p>9.2.11 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, its parent, subsidiaries and affiliates, the <i>Consultant</i> and their respective partners, officers, directors, agents and employees from and against any and all liabilities, costs, expenses, and claims resulting from bodily injury, including death, and damage to property of any person, corporation or other body politic, that arises from the use by the <i>Contractor</i>, <i>Subcontractors</i> and <i>Suppliers</i> of any toxic or hazardous substances or materials at the <i>Place of the Work</i>.”</p>

SC56 GC 9.4

CONSTRUCTION SAFETY

SC56.1	9.4.1	<p><u>Delete</u> GC 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 <i>OHS</i>A, including, but not limited to those of the “constructor”, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i>. The <i>Contractor</i>’s health and safety program documentation shall be made available for review by the <i>Owner</i> or <i>Consultant</i> immediately upon request. Without limiting the foregoing, the <i>Contractor</i> shall be solely responsible for construction safety in respect of the <i>Consultant</i>, <i>Subcontractors</i> and <i>Suppliers</i>, the <i>Owner</i>’s own forces, <i>Other Contractors</i>, and all persons attending the <i>Place of the Work</i> during the course of the <i>Project</i>.”</p>
SC56.2	9.4.2	<p>Amend GC 9.4.2 by <u>adding</u> the following words after “and the <i>Contractor</i>”:</p> <p>“, <i>Subcontractors</i> and <i>Suppliers</i>”.</p>
SC56.3	9.4.3	<p>Amend GC 9.4.3 by <u>adding</u> the following words after “and the <i>Contractor</i>”:</p> <p>“, <i>Subcontractors</i> and <i>Suppliers</i>”.</p>
SC56.4	9.4.4	<p><u>Delete</u> GC 9.4.4 in its entirety.</p>
SC56.5	9.4.5	<p><u>Delete</u> GC 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 documentation setting out the <i>Contractor's</i> in-house safety programs;</p> <p>.2 a copy of the Notice of Project filed with the Ministry of Labour naming the <i>Contractor</i> as "constructor" under <i>OHSA</i>; and</p> <p>.3 a current Workplace Safety and Insurance Board clearance certificate."</p>
SC56.6	9.4.6 to 9.4.14	<p><u>Add</u> new GC 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10, 9.4.11, 9.4.12, 9.4.13, and 9.4.14 as follows:</p> <p>"9.4.6 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i>, its agents, trustees, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the <i>Contractor</i> under <i>OHSA</i> and any other occupational health and safety legislation in force at the <i>Place of the Work</i> including the payment of legal fees and disbursements on a substantial indemnity basis.</p> <p>9.4.7 The <i>Owner</i> undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the 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 "1."</p> <p>9.4.8 If the <i>Owner</i> is of the reasonable opinion that the <i>Contractor</i> has not taken such precautions as are necessary to ensure compliance with the requirements of GC 9.4.1, the <i>Owner</i> may take any remedial measures which it deems necessary, including stopping the performance of all or any portion of the <i>Work</i>, and the <i>Owner</i> may use its employees, the <i>Contractor</i>, any <i>Subcontractor</i> or any other contractors to perform such remedial measures.</p> <p>9.4.9 The <i>Contractor</i> shall file any notices or any similar document required pursuant to the <i>Contract</i> or the safety regulations in force at the <i>Place of the Work</i>. This duty of the <i>Contractor</i> will be considered to be included in the <i>Work</i> and no separate payment therefore will be made to the <i>Contractor</i>.</p> <p>9.4.10 Unless otherwise provided in the <i>Contract Documents</i>, the <i>Contractor</i> shall develop, maintain and supervise for the duration of the <i>Work</i> a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall, at a minimum, respond fully to the applicable safety regulations and general construction practices for the safety of persons or property, including, without limitation, any general safety rules and regulations of the <i>Owner</i> and any workers' compensation or occupational health and safety statutes or regulations in force at the <i>Place of the Work</i>.</p> <p>9.4.11 The <i>Contractor</i> shall provide a copy of the safety program described in GC 9.4.7 hereof to the <i>Consultant</i> for delivery to the <i>Owner</i> prior to the commencement of the <i>Work</i>, and shall, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the <i>Project</i> complies with such program.</p> <p>9.4.12 The <i>Contractor</i> shall arrange regular safety meetings, and shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the authorities having jurisdiction at the <i>Place</i></p>

		<p><i>of the Work</i>, including, without limitation, articles necessary for administering first-aid to any person and an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care.</p> <p>9.4.13 The <i>Contractor</i> shall promptly report in writing to the <i>Owner</i> and the <i>Consultant</i> all accidents of any sort arising out of or in connection with the performance of the <i>Work</i>, whether on or adjacent to the job site, giving full details and statement of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the <i>Contractor</i> to the <i>Owner</i> and the <i>Consultant</i> by telephone or messenger in addition to any reporting required under the applicable safety regulations.</p> <p>9.4.14 In the event of an emergency threatening health, life or property, the <i>Contractor</i> shall take such action as may be necessary to save lives and protect persons from injury, and done to protect and preserve the property. The <i>Contractor</i> shall notify the <i>Owner</i> and the <i>Consultant</i> of such emergency as promptly as is practical under the circumstances."</p>
--	--	---

PART 10 GOVERNING REGULATIONS

SC57 GC 10.1 – TAXES AND DUTIES

SC57.1	10.1.3	<p><u>Add</u> new GC 10.1.3 as follows:</p> <p>"10.1.3 Where the <i>Owner</i> is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or <i>Value Added Taxes</i> applicable to the <i>Contract</i>, the <i>Contractor</i> shall, at the request of the <i>Owner</i>, assist with 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 to 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>
--------	--------	--

SC58 GC 10.2

LAWS, NOTICES, PERMITS, AND FEES

SC58.1	10.2.5	<p>In GC 10.2.5, <u>add</u> the following words to the beginning of the paragraph: "Subject to GC 1.1.3,"</p> <p>-and-</p> <p><u>add</u> the following to the end of the second sentence:</p> <p>"...and no further <i>Work</i> on the affected components of the <i>Contract</i> shall proceed until these directives have been obtained by the <i>Contractor</i> from the <i>Consultant</i>."</p>
SC58.2	10.2.6	<p><u>Add</u> the following 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, 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>

SC58.3	10.2.7	Amend paragraph 10.2.7 after the words "authorities having jurisdiction" in the second line, <u>add</u> the words "which changes were not, or could not have reasonably been known to the <i>Owner</i> or to the <i>Contractor</i> , as applicable, at the time of bid closing and which changes did not arise as a result of a public emergency or other <i>Force Majeure</i> event".
--------	--------	--

SC59 GC 10.4 WORKERS' COMPENSATION

SC59.1	10.4.1	In GC 10.4.1, <u>delete</u> the words "Prior to commencing the <i>Work</i> ," and <u>replace</u> them with the following: "Upon execution of the Agreement, again with each application for progress payment,".
--------	--------	--

SC60 GC 11.1 INSURANCE

SC60.1		<p><u>Delete</u> GC 11.1.1 INSURANCE in its entirety and <u>replace</u> with the following:</p> <p>GC 11.1 INSURANCE</p> <p>11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the Contractor shall provide or cause to provide, maintain and pay for the following insurance coverage, the minimum requirements of which are specified in CCDC 41CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:</p> <p>.1 General Liability insurance to a limit of not less than \$10,000,000 per occurrence with a deductible not exceeding \$10,000 in the name of the Contractor and naming the Owner and Consultant and its sub-consultants as additional insured, which shall be maintained from the date of commencement of the Work until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover as set out in the certificate of Ready-for-Takeover, on an ongoing basis for a period of 6 years following Ready-for-Takeover.</p> <p>Coverage shall be subject to the following:</p> <p>.1 explosion, collapse and underground ("XCU") coverages shall not be excluded or in the alternative be added by endorsement to the policy and noted on the certificate of insurance</p> <p>.2 the policy shall include coverage for pollution from "hostile fires"</p> <p>.3 the policy shall include coverage for Non-Owned Automobile in the amount of \$2,000,000</p> <p>.2 Automobile Liability insurance to a limit of not less than (\$5,000,000) from the date of commencement of the Work until one year after the date of Ready-for-Takeover for all vehicles owned or leased by the Contractor. Coverage must also apply in the event the operations of the insured resulted in a pollution condition including remediation costs. Proof of Insurance will not be required if the Contractor provides a signed letter stating that they do not own or lease vehicles.</p>
--------	--	---

		<p>.3 Delete paragraphs 3. and 4. of CCDC 41 CCDC Insurance Requirements Manned Aircraft and watercraft Liability and Unmanned aerial vehicle liability in their entirety</p> <p>.4 "Broad form" property insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insured all Subcontractors. The "Broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of:</p> <p>.1 10 calendar days after the date of Ready-for-Takeover;</p> <p>.2 on the commencement of use or occupancy of any part or section of the Work unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the Work</p> <p>.3 when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.</p> <p>.5 Boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as additional insured all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Ready-for-Takeover.</p> <p>.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. In the event of loss or damage:</p> <p>.1 The Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Consultant may recommend in consultation with the Contractor;</p> <p>.2 the Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds in accordance with the progress payment provisions. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work; and</p> <p>.3 to the Work arising from the work of the Owner, the Owner's own forces or another contractor, the Owner shall, in accordance with the Owner's obligations under the provisions relating to construction by Owner or Other Contractors, pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and as in accordance with the progress payment provisions.</p> <p>.7 Contractors' Equipment insurance coverage covering machinery and equipment used by the Contractor for the performance of the Work including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants from the date of commencement of the Work until one</p>
--	--	--

		<p>year after the date of Ready-for-Takeover.</p> <p>.8 Contractors' Pollution Liability insurance to a limit of no less than \$5,000,000 insuring all services and operations of the Contractor for third party liability losses arising from a pollution event performed by or on behalf of the Contractor.</p> <p>.9 If applicable, Hook/Crane Liability insurance insuring any and all materials, supplies, property of the Contractor/property of others/property of the Owner intended for the construction and or installation in connection with repair, completion, erection or improvement of property. The limit for any one loss is not to be less than an amount equal to the maximum value of the property on "the Hook" at any one time in the performance of the work being completed. The policy shall not allow subrogation claims by the Insurer against the Owner.</p> <p>.10 All applicable policies of insurance required under paragraphs 11.1.1.1 through to 11.1.1.9 shall,</p> <p>.1 be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the Owner, that is licensed to carry on business in Ontario;</p> <p>.2 be maintained continuously during the course of carrying out the Work, or for such period of time as may be required after completion of the Work as deemed necessary by the Owner;</p> <p>.3 except in the case of standard form automobile liability insurance and non-owned automobile liability insurance, include the Owner and Consultant as additional insureds, to the extent of the Contractor's obligations to the Owner and Consultant under the Contract Documents;</p> <p>.4 contain cross liability and severability of interest provisions, as may be applicable;</p> <p>.5 preclude subrogation claims against the Owner and any other person insured under the policy; and</p> <p>.6 provide that at least 30 days prior written notice (15 days in the case of standard form automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the Owner by the insurer before the insurer or Contractor takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.</p> <p>.7 The Contractor shall be responsible for deductible amounts under all of the policies of insurance required.</p> <p>.10 The Owner reserves the right to require the Contractor to purchase such additional insurance coverage as the Owner may reasonably require. The Owner reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, agreement value, industry standards, and availability of insurance, as the Owner may reasonably require from time to time. Where such a right is exercised by the Owner, the Owner will compensate the Contractor for any resulting increase in applicable insurance premiums only where the Contractor can establish to the satisfaction of the Owner, acting reasonably, that such increase in applicable insurance premiums for the insurance required pursuant to the Contract does not result</p>
--	--	---

		<p>from the actions or omissions, negligence, claims history or reassessment by the insurer of the insurable risk posed by the Contractor.</p> <p>.11 Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Contractor under the Contract. The dollar limit of insurance coverage shall not be limited to the Contract Price.</p> <p>.12 The Contractor shall pay all premiums on the policies as they become due provided that the Owner may pay premiums as they become due and deduct the amount thereof from monies due from the Owner to the Contractor should the Contractor fail to do so.</p> <p>.13 The Contractor shall deposit with the Owner such evidence of its applicable insurance policies required under paragraph 11.1.1.1 through to 11.1.1.9 at the time of execution of the Agreement and thereafter during the term of the Contract, no later than 20 Working Days prior to the renewal date of each applicable policy, a certificate of insurance originally signed by an authorized insurance representative confirming thereon relevant coverage information including but not limited to the Contract name and description, name of insurer, name of insurance broker, name of insured, name of additional insured's as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or at the Owner's election, a certified copy of the insurance policy or policies required under paragraph 11.1.1.1 through to 11.1.1.9. The Contractor shall ensure that the certificate holder is identified on each certificate of insurance as The Regional Municipality of Niagara, 1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON, L2V 4T7, and that all certificates, cancellation, nonrenewal or adverse change notices are mailed to that address.</p> <p>.14 The Contractor shall not do or omit to do anything that would impair or invalidate the insurance policies.</p> <p>.15 Delivery to and examination or approval by the Owner of any certificates of insurance or policies of insurance or other evidence of insurance does not relieve the Contractor of any of its indemnification or insurance obligations under the Contract. The Owner is not under a duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance, nor to advise the Contractor in the event such insurance coverage is not in compliance with the requirements set out in the Contract.</p> <p>.16 The Contractor shall promptly investigate claims reported to the Contractor by a third party or by the Owner. The Contractor shall make contact with the claimant within forty-eight (48) hours of the Contractor's receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) Working Days of the notice. The Contractor shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the Contractor agrees to report the claim to its insurer for further review and response to the claimant. Should the Contractor fail to follow this procedure, the Owner may investigate and resolve such claims, and offset the resultant costs against any monies due to the Contractor, from time to time, under the Contract."</p>
--	--	---

--	--	--

SC61 *NEW* GC 11.2

CONTRACT SECURITY

SC61.1	GC 11.2	<p><u>Add</u> new GC 11.2 – CONTRACT SECURITY as follows:</p> <p>“GC 11.2 CONTRACT SECURITY</p> <p>11.2.1 The <i>Contractor</i> shall, within the time specified in the <i>Contract Documents</i>, provide to the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 a performance bond or such other form of performance security as permitted in the <i>Contract Documents</i>, in an amount equal to 50% of the <i>Contract Price</i>, covering the performance of the <i>Contract</i>, including the warranty period and the <i>Contractor's</i> requirements with respect to the correction of deficiencies, excluding all extended warranties; and .2 a labour and material payment bond, in the form set out in the <i>Contract Documents</i>, in an amount equal to 50% of the <i>Contract Price</i> covering payment for labour, <i>Products</i>, or both. <p>11.2.2 The bonds referred to in GC 11.2.1 shall:</p> <ul style="list-style-type: none"> .1 be issued by a duly licensed surety company authorized to transact the business of suretyship in the Province of Ontario; .2 be in the form prescribed by the <i>Construction Act</i>; .3 extends protection to <i>Subcontractors</i>, <i>Suppliers</i>, and any other persons supplying labour or materials to the <i>Project</i>; and .4 shall be maintained in good standing until the fulfillment of the <i>Contract</i>, including the warranty period.”
--------	---------	---

PART 12 OWNER TAKEOVER

SC62 GC 12.1

READY-FOR-TAKEOVER

SC62.1	12.1.1	<p><u>Delete</u> GC 12.1.1 in its entirety and <u>replace</u> it with the following:</p> <p>“12.1.1 <i>Ready-for-Takeover</i> shall be achieved when all of the following has occurred, as verified and approved by the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 <i>Substantial Performance of the Work</i> has been achieved, as certified by the <i>Consultant</i>; .2 a permit for <i>Occupancy</i> of the <i>Place of the Work</i> has been obtained from the authorities having jurisdiction;
--------	--------	---

		<p>.3 the <i>Work</i> to be performed under the <i>Contract</i> has satisfied the requirements for deemed completion in accordance with Section 2(3) of the <i>Construction Act</i>,</p> <p>.4 final cleaning and waste removal, as required by the <i>Contract Documents</i>;</p> <p>.5 the <i>Contractor</i> has delivered to the <i>Consultant</i> and the <i>Owner</i> all inspection certificates from authorities having jurisdiction with respect to any component of the <i>Work</i> which has been completed;</p> <p>.6 subject only to GC 12.1.2, the entire <i>Work</i> has been completed to the requirements of the <i>Contract Documents</i>, including completion of all items on the punch list prepared at the time of <i>Substantial Performance of the Work</i> and the <i>Work</i> is being used for its intended purpose, and is so certified by the <i>Consultant</i>;</p> <p>.7 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> in a collated and organized matter, all <i>Close-Out Documentation</i> and any other materials or documentation required by the <i>Contract Documents</i>;</p> <p>.8 subject only to GC 12.1.2, all <i>Products</i>, systems and components of the <i>Project</i> have been <i>Commissioned</i> and certified for operation and accepted by the <i>Owner</i> and <i>Consultant</i>, and</p> <p>9 subject only to GC 12.1.2, the <i>Contractor</i> has submitted to the <i>Owner</i> and the <i>Consultant</i> full and complete <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 Documents</i>, all of which have been approved by the <i>Owner</i> acting reasonably.”</p>
SC62.2	12.1.2	<p><u>Delete</u> GC 12.1.2 in its entirety and <u>replace</u> it with the following:</p> <p>“12.1.2 The <i>Owner</i> may, in its sole, absolute, and unfettered discretion, waive compliance with a requirement, or a part thereof, for achieving <i>Ready-for-Takeover</i> set out in GC 12.1.1.6 to 12.1.1.9 (inclusive). Where the <i>Owner</i> exercises the discretion afforded under this GC 12.1.2, the <i>Contractor</i> shall be required to comply with GC 5.5.1.2 as part of its application for final payment and the <i>Owner</i> and the <i>Contractor</i>, in consultation with the <i>Consultant</i>, shall establish a reasonable date for completing the <i>Work</i>.”</p>
SC62.3	12.1.3	<p><u>Delete</u> GC 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 the <i>Work Ready-for-Takeover</i>, it shall submit a written application to the <i>Owner</i> and the <i>Consultant</i> for review.”</p>
SC62.4	12.1.4	In GC 12.1.4, <u>delete</u> the words “list and” from the second line.
SC62.5	12.1.5	<p><u>Delete</u> GC 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</p>

		final application for payment in accordance with GC 5.5 – FINAL PAYMENT.”
SC62.6	12.1.6	<u>Delete</u> GC 12.1.6 in its entirety.

SC63 GC 12.2 EARLY OCCUPANCY

SC63.1	GC 12.2	<u>Delete</u> GC 12.2 – EARLY OCCUPANCY BY THE OWNER in its entirety.
--------	---------	---

SC64 GC 12.3 WARRANTY

SC64.1	12.3.3	<u>Amend</u> GC 12.3.3 by <u>inserting</u> the words “either itself or” before “through the <i>Consultant</i> ” in the first line.
SC64.2	12.3.7 to 12.3.15	<p><u>Add</u> new GC 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14 and 12.3.15 as follows:</p> <p>12.3.7 INTENTIONALLY DELETED</p> <p>12.3.8 INTENTIONALLY DELETED</p> <p>12.3.9 INTENTIONALLY DELETED.</p> <p>12.3.10 INTENTIONALLY DELETED</p> <p>12.3.11 INTENTIONALLY DELETED</p> <p>12.3.12 Should any <i>Work</i> be repaired or replaced during the time period for which it is covered by the specified warranty, a new warranty shall be provided under the same conditions and for the same period as specified under GC 12.3.1. The new warranty shall commence at the completion of the repair or replacement.</p> <p>12.3.13 The <i>Contractor</i> shall commence or correct any deficiency within 2 <i>Working Days</i> after receiving a <i>Notice in Writing</i> 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 on-going 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 at the cost and expense of the <i>Contractor</i>. Should the <i>Contractor</i></p> <ul style="list-style-type: none"> (a) fail to provide emergency service described in this GC 12.3.13 within 8 hours of a request being made during the normal business hours of the <i>Contractor</i>, or (b) fail to correct or commence any deficiency within 2 <i>Working Days</i> after receiving a <i>Notice in Writing</i> from the <i>Owner</i> or the <i>Consultant</i>, or (c) fails to correct the deficiency identified in the <i>Notice in Writing</i> to the reasonable satisfaction of the <i>Owner</i>,

		<p>The <i>Owner</i> is authorized, notwithstanding GC 3.1, to carry out all necessary repairs or replacements at the <i>Contractor's</i> expense and, if applicable, to deduct such expense from the <i>Maintenance Holdback</i>.</p> <p>12.3.14 The final payment certificate shall not relieve the <i>Contractor</i> from its responsibility under this GC 12.3 – WARRANTY.</p> <p>12.3.15 The <i>Contractor</i> shall ensure that 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> are obtained and available for the direct benefit of the <i>Owner</i>. In the alternative, 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>."</p>
--	--	---

PART 13 INDEMNIFICATION AND WAIVER

SC65 GC 13.1

INDEMNIFICATION

SC65.1	GC 13.1	<p><u>Delete</u> GC 13.1 – INDEMNIFICATION in its entirety and <u>replace</u> it with the following:</p> <p>"13.1.1 The <i>Contractor</i> shall indemnify, defend and hold harmless the <i>Owner</i>, its elected officials, officers, and employees, the <i>Consultant</i> and their respective partners, trustees, officers, directors, agents and employees from and against any and all claims, liabilities, expenses, demands, losses, damages, actions, costs, suits, or proceedings (hereinafter called "Claims"), whether in respect of Claims suffered by the <i>Owner</i> or in respect of Claims by third parties, that directly or indirectly arise out of, or are attributable to, the acts or omissions of the <i>Contractor</i>, its employees, agents, <i>Subcontractors</i>, <i>Suppliers</i> or any other persons for whom it is in law responsible (including, without limitation, claims that directly or indirectly arise out of, or are attributable to, loss of use or damage to the <i>Work</i>, the <i>Owner's</i> property or equipment, the <i>Contractor's</i> property or equipment or equipment or property adjacent to the <i>Place of the Work</i> or death or injury to the <i>Contractor's</i> personnel).</p> <p>13.1.2 The provisions of GC 13.1 - INDEMNIFICATION shall survive the termination of the <i>Contract</i>, howsoever caused and no payment or partial payment, no issuance of a final certificate of payment and no occupancy in whole or in part of the <i>Work</i> shall constitute a waiver or release of any of the provisions of GC 13.1."</p>
--------	---------	---

SC66 GC 13.2

WAIVER OF CLAIMS

SC66.1	13.2.1	<p>In GC 13.2.1:</p> <p>(a) after the word "limitation" in the third line, <u>add</u> the words "claims for delay pursuant to GC 6.5 – DELAYS";</p> <p>(b) after the words "<i>Ready-for-Takeover</i>" in the fourth line, <u>add</u> the words "(collectively 'Claims or 'claims')".</p>
--------	--------	--

SC66.2	13.2.1.3	<u>Delete</u> paragraph 12.2.1.3 in its entirety.
SC66.3	13.2.3, 13.2.4, 13.2.5, 13.2.7, 13.2.9 & 13.2.10	<u>Delete</u> paragraphs 13.2.3, 13.2.4, 13.2.5, 13.2.9 and 13.2.10 (the “ <i>Deleted Waiver Provisions</i> ”) are deleted in their entirety, together with all references to the <i>Deleted Waiver Provisions</i> throughout the <i>Contract</i> . For clarity, all provisions of the <i>Contract</i> that reference the <i>Deleted Waiver Provisions</i> otherwise remain in full force and effect.

SC67 *NEW* PART 14 OTHER PROVISIONS

SC67.1	PART 14	<p><u>Add</u> new PART 14 – OTHER PROVISIONS as follows:</p> <p>“PART 14 OTHER PROVISIONS</p> <p>GC 14.1 OWNERSHIP OF MATERIALS</p> <p>14.1.1 Unless otherwise specified, all materials existing at the <i>Place of the Work</i> at the time of execution of the <i>Contract</i> shall remain the property of the <i>Owner</i>. All <i>Work</i> and <i>Products</i> delivered to the <i>Place of the Work</i> by the <i>Contractor</i> shall be the property of the <i>Owner</i>. The <i>Contractor</i> shall remove all surplus or rejected materials as its property when notified in writing to do so by the <i>Consultant</i>.”</p>
--------	------------	---

EXHIBIT “1”

REQUIREMENTS FOR A “*PROPER INVOICE*”

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

- (a) be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) be in writing;
- (c) contain the *Contractor’s* name, telephone number and mailing address and contact information of the contractor project manager;
- (d) contain the title of the *Project* and the *Owner’s* contract number or purchase order number under which the *Work* was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (e) contain the *Contractor’s* unique invoice number (in the case of a revised invoice also include the original invoice # and date);
- (f) contain the date the written bill, invoice, application for payment, or request for payment is being issued by the *Contractor*;
- (g) identify the period of time in which the labour and/or materials were supplied to the *Owner*;
- (h) reference to the provisions of the *Contract* under which payment is being sought;
- (i) a description, including quantities where appropriate, of the labour and/or materials, or a portion thereof, that were supplied and form the basis of the *Contractor’s* request for payment
- (j) percentage of the *Work* completed to date;
- (k) the amount the *Contractor* is requesting to be paid by the *Owner* set out in a statement identifying the price for the labour and/or materials, separating out any statutory or other holdbacks, set offs and HST;
- (l) attach a a sworn statement that all accounts for labour, subcontracts, products, materials, construction machinery and equipment and other indebtedness which may have been incurred by the *Contractor* for the *Work* performed and the products and materials supplied under the *Contract* and for which the *Owner* might in any way be held responsible to pay for up to and including the latest progress payment received, have been paid in full, except for amounts properly retained as holdback, that are in dispute, or as otherwise agreed upon by the *Owner* and the *Contractor* (such Statutory Declaration may be in the form of a CCDC 9A-2018 “Statutory Declaration of Progress Payment Distribution by Contractor” or in such other form when prescribed by the *Owner*).;
- (m) when requested in advance of the *Cut-Off Date*, sworn statement in the form of the CCDC 9B-2018 “Statutory Declaration of Progress Payment Distribution by Subcontractor” (or in such other form when an alternative is prescribed by the *Owner*), for any *Subcontractor(s)* identified by the *Owner* or the *Consultant*;
- (n) attach a current Workplace Safety and Insurance Board clearance certificate;
- (o) attach an updated and current construction schedule acceptable to the *Owner* in accordance with GC 3.4 – CONSTRUCTION SCHEDULE;

- (p) a description of the *Work* performed during the *Payment Period* and a specific itemization of the *Work* with quantities where appropriate including: (A) the *Consultant* or *Owner* representative's, as applicable, estimate of units; and (B) the *Contractor's* estimate of units;
- (q) the value of *Work* and approved changes in the *Work* performed to date itemized by change orders and change directives;
- (r) the amount payable for the *Work* and changes in the *Work* performed during the payment period;
- (s) Remit to Supplier Name (if different than Contractor Name);
- (t) Remit to Supplier Address (if different than Contractor Address);
- (u) Supplier accounts receivable contact email address and phone number;
- (v) a detailed description of expenditures under the cash allowance
- (w) include the schedule of values;
- (x) daily *Contractor* work records;
- (y) if requested by the *Owner* or *Consultant*, prior to the applicable *Cut-Off Date*, a current and valid certificate(s) of insurance;
- (z) the following statement: "Provided this *Proper Invoice* complies with the requirements of the Contract and the *Construction Act*, R.S.O. 1990, c. C.30, and provided no *Notice of Non-Payment* is issued by the *Owner*, payment is due within 28 days from the date the *Proper Invoice* is received by the *Owner*;
- (aa) 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;
- (bb) for advance payment, if applicable, for *Products* delivered to the *Place of the Work* not yet incorporated into the *Work*: (1) list such *Products* (and the advance payment calculations in respect thereof) as a separate line item; and (2) be supported by invoices and such other evidence as the *Consultant* may reasonably request to establish the value and delivery of such *Products*;
- (cc) list the lien holdback and contractual holdback amounts (if applicable) as separate line items;
- (dd) include the *Contractor's* registration number for Harmonized Sales Tax (H.S.T.) and, in the case of a remittance directly to a supplier the supplier H.S.T registration number, list the total amount of H.S.T. separate from the total amount payable and list the total amount due (total amount of H.S.T. plus the amount payable for the *Work* in the current *Payment Period*);
- (ee) Include any testing and commissioning reports required by the *Contract Documents* in respect of the *Work* to which the *Proper Invoice* relates;
- (ff) in the case of the *Contractor's Proper Invoice* for final payment, sufficient evidence of the *Contractor's* compliance with GC 3.11 - CLEANUP; and
- (gg) any other any other reports, documents or information expressly required by the *Contract Documents* to be submitted with invoices.

APPENDIX “1”

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

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

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

Signed: _____