



**CATHOLIC DISTRICT SCHOOL BOARD
OF EASTERN ONTARIO**

Box 2222, 2755 Highway 43, Kemptville, Ontario K0G 1J0
Phone: (613) 258-7757 Toll-Free: 1-800-443-4562 Fax: (613) 258-5067
www.cdsbeo.on.ca

**Request for Tender
No. PM-20-030**

**General Contractor
Demolish Port-A-Pak & Preparation of
Portable Project**

**St. John Bosco Catholic School
Brockville**

**SUPPLEMENTARY
GENERAL CONDITIONS
TO THE CCDC 2 2008**

The Standard Construction Document CCDC 2 2008 for a Stipulated Price Contract, English version, consisting of the Agreement Between Owner and Contractor, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 14 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications:

AGREEMENT BETWEEN OWNER AND CONTRACTOR
ARTICLE A-1 - THE WORK

1.3 Delete paragraph 1.3 and SUBSTITUTE the following:

1.3 Commence the Work by the 29th day of June in this year 2020, and subject to adjustment in Contract time as provided in the Contract Documents, complete the work ready for occupancy by the August 7, 2020, and obtain Substantial Performance of the Work by August 14, 2020.

ARTICLE A-3 - CONTRACT DOCUMENTS

3.1 Add the following to the list of *Contract Documents* in paragraph 3.1:

- *Supplementary Conditions to CCDC 2 - 2008*
- *Drawings, Specifications, General Terms and Conditions & Proposal Form*
- *Performance Bond*
 - *Bid Deposit shall be 10% of the tendered amount. Bid Deposit shall be in the form of bid bond, cash, bank draft, money order or certified cheque, payable to the Board.*
 - *Labour and Material Payment Bond*
 - *The contractor shall be required to provide a 50% performance bond covering faithful performance of the contract and a 50% labour and materials payment bond guaranteeing that all board claimants will be paid for labour and material furnished to the contractor or Sub-Contractor for use on the job.*

ARTICLE A-5 - PAYMENT

5.1.3 Amend paragraph 5.1.3, in the first line, by deleting the words "...the issuance of the..." and replacing them with "...receipt of the *Consultant*'s..."

DEFINITIONS

4. Amend Definition 4 by adding the following to the end of the Definition:

For the purposes of the *Contract*, the terms "*Consultant*", "*Architect*" and "*Engineer*" shall be considered synonymous.

16. Amend Definition 16 by adding the following to the end of the Definition:

Provide has this meaning whether or not the first letter is capitalized.

Add the following new definitions:

27. **Confidential Information**

Confidential Information means all of the information or material that the *Owner* provides to the *Contractor* relating to the contract. Such information shall remain confidential unless such designation is rescinded in writing by the *Owner*.

28. **Construction Schedule**

Construction Schedule means the schedule for the performance of the *Work* provided by the *Contractor* pursuant to GC 3.5, including any amendments to the *Construction Schedule* made pursuant to the *Contract Documents*.

29. **Force Majeure**

Force Majeure means any cause, beyond the *Contractor's* control, other than bankruptcy or insolvency, which prevents the performance by the *Contractor* of any of its obligations under the *Contract* and the event of *Force Majeure* was not caused by the *Contractor's* default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the *Contractor*. *Force Majeure* 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, acts of a public enemy, war, riot, sabotage, blockage, embargo, lightning, abnormally adverse weather, earthquake, or acts of God.

30. **Install**

Install means install and connect. *Install* has this meaning whether or not the first letter is capitalized.

31. **Labour Dispute**

Labour Dispute means any lawful or unlawful labour problems, work stoppage, labour disruption, strike, job action, slow down, lock-outs, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy which does, or might, affect the *Work*.

32. **Overhead**

Overhead means all site and head office operations and facilities, all site and head office administration and supervision; all duties and taxes for permits and licenses required by the authorities having jurisdiction at the *Place of the Work*; all requirements of Division 1, including but not limited to submittals, warranty, quality control, insurance and bonding; calculations, testing and inspections; meals and accommodations; and, tools, expendables and clean-up costs.

33. **Request for Information/RFI**

Request for Information or *RFI* means written documentation sent by the *Contractor* to the *Owner* or to the *Owner's* representative or the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings* and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

- 1.0 Where a General Condition or paragraph of the General Conditions of the *Contract* is deleted by these amendments, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, unless stated otherwise herein, and the numbering of the deleted item will be retained, unused.

GC 1.1 CONTRACT DOCUMENTS

1.1.6 Add the following to the end of paragraph 1.1.6:

The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting those matters before proceedings with the *Work*. Where site conditions require reasonable minor changes, where the change requires only addition labour of one half hour or less as indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are those portions of the *Contact Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables and/or lists.

1.1.7 Amend paragraph 1.1.7.1 by adding "Amendments to CCDC 2 - 2008" before "the Agreement between the Owner and the Contractor"

Add new paragraph 1.1.7.5 as follows:

.5 Should reference standards and *Specifications* conflict with each other or if certain requirements of the *Specifications* conflict with other requirements of the *Specifications*, the more stringent requirements shall govern.

1.1.8 Delete paragraph 1.1.8 in its entirety and substitute as follows:

The *Consultant*, on behalf of the *Owner* shall provide the *Contractor* without charge, twenty (_20_) copies of the *Contract Documents*, exclusive of those required by jurisdictional authorities and the executed *Contract Documents*. Additional copies can be purchased by the *Contractor* at the *Consultant's* cost of reproduction, handling and applicable taxes. The *Consultants* shall provide the *Contractor* with one electronic set of PDF's of all drawings and specifications for the *Contractor* to print for the purpose of completing the *Work*. The *Contractor* may be required to sign an agreement with the *Consultant* for the use of these files.

1.1.11 Add new paragraph 1.1.11 as follows:

The *Contract Documents* shall be signed in triplicate (3) by the *Owner* and the *Contractor*, and each of the *Contractor*, the *Owner* and the *Consultant* shall retain one set of signed and sealed (if required by the governing law of the *Contract*) *Contract Documents*.

GC 1.5 EXAMINATION OF DOCUMENTS AND SITE

Add new GC 1.5 - EXAMINATION OF DOCUMENTS AND SITE as follows:

- 1.5.1 Having undertaking reasonable due diligence, the *Contractor* declares and represents that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work*, it has either investigated for itself the character of the *Work* generally available from a site visit the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* which might or could make the *Work*, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the *Contract* signed.

GC 1.6 TIME IS OF THE ESSENCE OF THE CONTRACT

Add new GC 1.6 - TIME IS OF THE ESSENCE OF THE CONTRACT as follows:

- 1.6.1 All time limits stated in the *Contract Documents* are of the essence of the *Contract*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.7 Delete the words "Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER".

- 2.2.13 Amend paragraph 2.2.13 by the addition of the following to the end of that paragraph:
If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction*, provide the *Consultant* with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor*, without any adjustment in the *Contract Price* or *Contract Time*.

Add new paragraph 2.2.1.9 as follows:

- 2.2.19 The *Consultant* or the *Owner*, acting reasonably, may from time to time require the *Contractor* to remove from the *Project* any personnel of the *Contractor*, including project managers, superintendents or Subcontractors. Such persons shall be replaced by the *Contractor* in a timely fashion to the satisfaction of the *Consultant* or the *Owner*, as the case may be, at no cost to the *Owner*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.3 Delete paragraph 2.3.3 in its entirety and replace it with the following:

The *Contractor* shall furnish promptly two copies to the *Consultant* and one copy to the *Owner* of all certificates and inspection reports relating to the *Work*.

- 2.3.4 Insert the word "review" after the word "inspections" in the first line of paragraph 2.3.4.

Add a new paragraph 2.3.8 as follows:

2.3.8 The *Consultant* will conduct periodic reviews of the *Work* in progress, to determine general conformance with the requirements of the *Contract Documents*. Such reviews, or lack thereof, shall not give rise to any claims by the *Contractor* in connection with construction means, methods, techniques, sequences and procedures, nor in connection with construction safety at the Place of Work, responsibility for which belongs exclusively to the *Contractor*.

GC 2.4 DEFECTIVE WORK

2.4.1 Amend GC 2.4.1 by inserting “, the *Owner* and/or its agent” in the first sentence following “rejected by the *Consultant*”.

Add new paragraph 2.4.1.1:

2.4.1.1 The *Contractor* shall prioritize the correction of any defective work, which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner* or which, in the sole discretion of the *Consultant*, adversely affects the progress of the *Work*.

Add new paragraph 2.4.4 as follows:

2.4.4 Neither acceptance of the *Work* by the *Consultant*, nor any failure by the *Consultant* to identify, observe or warn of defective *Work* or any deficiency in the *Work* shall relieve the *Contractor* from the sole responsibility for rectifying such defect or deficiency at the *Contractor's* sole cost, even where such failure to identify, observe or warn is negligent.

GC 3.1 CONTROL OF THE WORK

3.1.3 Add a new paragraph 3.1.3, 3.1.4 and 3.1.5 as follows:

Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceedings with any part of the affected *Work*.

3.1.4 Notwithstanding the provisions of paragraphs 3.1.1 and 3.1.2, the *Owner* shall have access to the site at all times to monitor all aspects of construction. Such access shall in no circumstances affect the obligations of the *Contractor* to fulfil its contractual obligations.

3.1.5 Do not commence *Work* or procure any materials until both the *Contractor* and the *Owner* have either executed (signed) the *Contract*, or the *Contractor* has received a letter of acceptance of the *Tender* from the *Owner* or its agent AND the *Contractor* has delivered the required Workplace Safety and Insurance Board Certificate of Clearance , proof of insurance coverage , AND the *Owner* or its agent has unconditionally accepted such submissions, in writing, as being in compliance with the requirements of the *Contract Documents*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2.2 Delete paragraph 3.2.2.2 in its entirety.

- 3.2.3.2 Delete paragraph 3.2.3.2 and replace it with the following:

Co-ordinate and schedule the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contractor* and connect as specified or shown in the *Contract Documents*.

Add new paragraph 3.2.3.4 as follows:

- 3.2.3.4 Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in force at the *Place of the Work*.

GC 3.4 DOCUMENT REVIEW

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

The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Provided it has exercised the degree of care and skill described in this paragraph 3.4.1, the *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care.

Add new paragraph 3.4.2. as follows:

- 3.4.2 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, including laying out of the *Work*, the *Contractor* shall immediately notify the *Consultant*, and request instructions, a *Supplemental Instruction*, *Change Order*, or *Change Directive*, as the case may require, and the *Contractor* shall not proceed with the work affected until the *Contractor* has received such instructions, a *Supplemental Instruction*, *Change Order* or *Change Directive*. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions that have not been confirmed in a proper written form in a timely manner.

Add new paragraphs 3.4.3 as follows:

- 3.4.3 Errors, inconsistencies and/or omissions in the *Drawings* and/or *Specifications* which do not allow completion of the *Work* of the *Contract* shall be brought to the *Consultant's* attention prior to the execution of the *Contract* by means of an *RFI*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 Delete paragraph 3.5.1 in its entirety and replace with the following:

The Contractor shall:

- .1 within five (5) calendar days of receiving written confirmation of the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule in the format indicated below that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Such schedule is to include a delivery schedule for *Products* whose delivery is critical to the schedule for the *Work* or are required by the *Contract* to be included in a *Products* delivery schedule. The *Contractor* shall employ construction scheduling software that permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and hard copy. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule; and,
- .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE; and,
- .3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE, update and submit to the *Consultant* and *Owner* the electronic and hard copy schedule on a monthly basis, at a minimum, or as required by the *Consultant* and advise the *Consultant* and the *Owner* weekly in writing of any variation from the baseline or slippage in the schedule; and,
- .4 provide overtime work without change to the *Contract Price* if such work is deemed necessary to meet the schedule; and,
- .5 ensure that the *Contract Price* shall include all costs required to phase or stage the *Work*.

Add new paragraph 3.5.2 and 3.5.3 as follows:

3.5.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall, either at the request of the *Owner* or the *Consultant*, or following giving notice pursuant to subparagraph 3.5.1.3, take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of the request by the *Owner* or the *Consultant* or the notice being given pursuant to subparagraph 3.5.1.3, the *Contractor* shall produce and present to the *Owner* and the *Consultant* a plan demonstrating how the *Contractor* will achieve the recovery of the last accepted schedule.

- 3.5.3 The *Contractor* is responsible for performing the *Work* within the *Contract Time*. Any schedule submissions revised from the accepted baseline construction schedule or revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE, during construction are not deemed to be approved extensions to the *Contract Time*. All extensions to the *Contract Time* must be made in accordance with the *Contract Documents*.

GC 3.6 SUPERVISION

- 3.6.1 Delete paragraph 3.6.1 in its entirety and replace with the following:

The *Contractor* shall employ a competent full-time superintendent, acceptable to the *Owner* and *Consultant*, who shall be in full time attendance at the *Place of Work* while the *Work* is being performed. The superintendent shall not be changed by the *Contractor* without valid reason which shall be provided in writing and shall not be changed without prior consultation with and agreement by the *Owner* and the *Consultant*. The *Contractor* shall replace the superintendent within 7 *Working Days* of the *Owner's* written notification, if the superintendent's performance is not acceptable to the *Owner*. The *Contractor* shall provide the *Owner* and the *Consultant* with the names, addresses and telephone numbers of the superintendent referred to in this paragraph 3.6.1 and other responsible persons who may be contacted for emergency and other reasons during non-working hours.

Add new paragraph 3.6.3, 3.6.4, and 3.6.5 as follows:

- 3.6.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s). Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement, which is approved by the *Owner*.
- 3.6.4 The *Consultant* and *Owner* shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the *Project* prior to commencement of the *Work*.
- 3.6.5 A superintendent assigned to the *Work* shall be "Gold Seal Certified" as per the Canadian Construction Association; or a superintendent that can demonstrate the requisite experience and success related to the *Project* to the sole satisfaction of the *Owner*.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1.2 In subparagraph 3.7.1.2 after the words "the *Contract Documents*" insert the words "including any required surety bonding".

Add new paragraphs 3.7.7 as follows:

- 3.7.7 Where identified in the *Contract*, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.3 Amend paragraph 3.8.3 by adding the words, "□, agents, *Subcontractors* and *Suppliers*□" after the word "employees" in the first line.

GC 3.11 USE OF THE WORK

- 3.11.1 In the second line between the words “permits and “or” add”, by direction of the *Owner* or *Consultant*.

Add new paragraph 3.11.3 as follows:

- 3.11.3 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment, or for other use before *Substantial Performance of the Work*, if, in the opinion of the *Consultant*, such entry and occupation does not prevent or substantially interfere with the *Contractor* in the performance of the *Contract* within the *Contract Time*. Such entry or occupation shall neither be considered as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibility to complete the *Contract*.

GC 3.14 CONTRACTOR STANDARD OF CARE

Add a new General Condition 3.14 – CONTRACTOR STANDARD OF CARE as follows:

- 3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill and diligence in respect of any *Products*, personnel or procedures which it may recommend to the *Owner*.
- 3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are appropriately experienced;
 - .2 there are no pending, threatened or anticipated claims, liabilities or contingent liabilities that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.15 OCCUPANCY OF THE WORK

Add a new General Condition 3.15 – OCCUPANCY OF THE WORK as follows:

- 3.15.1 The *Owner* reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the *Project* even though the *Work* may not be substantially performed, provided that such taking possession and use will not interfere, in any material way, with the progress of the *Work*, having obtained all necessary approvals from the Authorities having Jurisdiction. The taking of possession or use of any such portion of the *Project* shall not be deemed to be the *Owner's* acknowledgment or acceptance of the *Work* or the *Project*, nor shall it relieve the *Contractor* of any of its obligations under the *Contract*.
- 3.15.2 Whether the *Project* contemplates *Work* by way of renovations in buildings which will be in use or be occupied during the course of the *Work* or where the *Project* involves *Work* that is adjacent to a structure which is in use or is occupied, the *Contractor*, without in any way limiting its responsibilities under the *Contract*, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all

other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures.

GC 4.1 CASH ALLOWANCES

4.1.1 Delete the second sentence in paragraph 4.1.1

4.1.4 Delete paragraph 4.1.4 in its entirety and substitute the following:

Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 Delete paragraph 4.1.5 in its entirety and substitute the following:

The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

Add new paragraphs 4.1.8 and 4.1.9 as follows:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, which are to be paid for from cash allowances.

4.1.9 Cash allowances cover the net cost to the *Contractor* of services, *Products*, *Construction Equipment*, freight, unloading, handling, storage, installation, all applicable taxes, and other authorized expenses incurred in performing any *Work* stipulated under the cash allowances but does not include any *Value Added Taxes* payable by the *Owner* and the *Contractor*.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 Delete paragraph 5.1.1 in its entirety.

5.1.2 Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.2 Delete paragraph 5.2.2 in its entirety and substitute the following:

Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties. The amount claimed shall be for the value, proportionate to the amount of the *Contract*, or work performed and *Products* delivered and incorporated into the *Work* at that date. No amount claimed shall include products delivered and not incorporated into the work, unless the products are free and clear of all security interests, liens and other claims of third parties.

Each application for payment, except the first, shall include a statutory declaration, in the CCDC 9A - 2001 form, up to the date of the application for payment, in a form approved by the *Consultant*. Each application for payment (including the first), shall also include:

- .1 A certificate, issued by an agency or firm providing workers' compensation insurance to the *Contractor*, verifying that coverage is in force at the time of making the application for payment, and that coverage will remain in force for at least sixty (60) days thereafter.
- .2 A declaration by the *Contractor*, in a form approved by the *Consultant*, verifying that the performance of the *Work* is in compliance with all applicable regulatory requirements respecting environmental protection, first safety, public safety and occupational health and safety.
- .3 A pre-approved schedule of values, supplied by the *Contractor*, for Divisions 1 through 14 of the *Work*, aggregating the total amount of the *Contract Price*.
- .4 A separate pre-approved schedule of values, supplied by each *Subcontractor*, for each of Division 15, 16, and 17 of the *Work*, aggregating the total amount of the *Subcontract Price*.
- .5 Invoices to support all claims against the cash allowance.

GC 5.3 PROGRESS PAYMENT

5.3.1.3 Delete subparagraph 5.3.1.3 in its entirety and substitute as follows:

The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT no later than 20 calendar days after the date of a complete certificate of payment is issued by the *Consultant*

Add new paragraphs 5.3.2 and 5.3.3 as follows:

5.3.2 If the *Contractor* fails to provide all documentation as required by GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT, the *Consultant* or *Owner* shall be entitled to return the application for progress payment to the *Contractor* for completion. The 10 day review period by the *Consultant* and 20 day payment period by the *Owner* will commence upon receipt of a complete application for progress payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.2 Delete paragraph 5.4.2 in its entirety and substitute the following:

The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* complete deficiency list and application, the *Consultant* shall:

- .1 prepare a final deficiency list incorporating all items to be completed or corrected. Each item is to have an indicated value for correction or completion. Determination of the value is defined in GC 5.10 - DEFICIENCY HOLDBACK. The final deficiency list complete with values is to be included with the *Consultant's* draft verification.

- .2 having completed 5.4.2.1, the *Consultant* shall:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* in a certificate and issue a copy of that certificate to each the *Owner* and the *Contractor*.

5.4.3 Delete paragraph 5.4.3 in its entirety and substitute the following:

Following the issuance of the certificate of *Substantial Performance of the Work*, the following shall apply to completing the *Work*:

- .1 *Contractor* is to complete the *Work* within sixty (60) calendar days.
- .2 No payments will be processed between *Substantial Performance of the Work* and the completion of the *Work*.
- .3 The *Owner* reserves the right to contract out any or all unfinished *Work* if it has not been completed within sixty (60) days of *Substantial Performance of the Work* without prejudice to any other right or remedy and without affecting the warranty period. The cost of completing the *Work* shall be deducted from the *Contract Price*.

Add new paragraphs 5.4.4, 5.4.5 and 5.4.6:

5.4.4 Within the time prescribed by the construction/builder's lien legislation in force at the *Place of the Work*, or where there is no legislation or no time prescribed, within a reasonable time of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall take whatever steps are required to publish or post a signed copy of the certificate, as is required by such legislation. If the *Contractor* fails to comply with this provision, the *Owner* may take the required steps pursuant to the legislation and charge the *Contractor* for any costs so incurred.

5.4.5 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 final testing and balancing reports;
- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 reports and correspondence from authorities having jurisdiction in the Place of the Work;
- .10 shop drawings;
- .11 inspection certificates;
- .12 marked-up record or as-built drawings from the construction trailer.

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*. The *Consultant* shall refuse to certify *Substantial Performance of the Work* if the submittals referred to in this paragraph 5.4.5 are not provided by the *Contractor*. Alternatively a sum may be withheld pending the *Consultant* establishing a value for some or all of the remaining work to be completed from the list above.

5.4.6 The *Contractor* shall submit full and complete digital record or as-built drawings to the *Consultant* within forty-five (45) days of the issuance of the certificate of *Substantial Performance of the Work* and the *Owner* shall be at liberty to withhold, from amounts otherwise payable to the *Contractor*, an amount not to exceed one (1) percent of the *Contract Price* as security for the obligation of the *Contractor* to deliver such digital record or as built drawings.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1.1 Add to end of sentence “, and the application by the *Contractor* shall be accompanied by:

.1 a certificate, issued by an agency or firm providing workers' compensation insurance to the *Contractor*, verifying that coverage is in force at the time of making application for payment, and that coverage will remain in force for at least sixty (60) days thereafter; and,

.2 a declaration by the *Contractor*, in a form approved by the *Consultant*, verifying performance of the *Work* in compliance with all applicable regulatory requirements respecting environmental protection, fire safety, public safety and occupational health and safety.”

Add new subparagraph 5.5.1.3 as follows

5.5.1.3 Submit a statement that no written notices of liens have been received by it

5.5.3 Delete paragraph 5.5.3 in its entirety.

5.5.5 Delete paragraph 5.5.5 in its entirety.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Delete GC 5.6 in its entirety.

GC 5.7 FINAL PAYMENT

5.7.1 Delete paragraph 5.7.1 in its entirety and substitute as follows:

When the *Contractor* considers that the *Work* is completed, as defined in the lien legislation applicable to the *Place of the Work* or if such definition does not exist, in accordance with other applicable legislation, industry practice or provisions which may be agreed to between the parties, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5, together with complete and final as-built drawings and:

.1 the *Contractor's* written request for release of the deficiency holdback, including a statement that no written notices of lien have been received by it;

.2 a Statutory Declaration CCDC 9A-2001;

.3 the evidence of workers' compensation compliance required by GC 10.4.1.

The *Work* shall be deemed not to be completed until all of the aforementioned documents have been delivered, and the *Owner* may withhold payment in respect of the delivery of any documents in an amount determined by the *Consultant* in accordance with the provisions of GC 5.8 - WITHHOLDING OF PAYMENT.

- 5.7.2 Delete from the first line of paragraph 5.7.2 the words, "calendar days" and substitute the words "Working Days".
- 5.7.4 Delete from the second line of paragraph 5.7.4 the words, "5 calendar days after the issuance" and substitute the words "20 calendar days after receipt of".

GC 5.10 DEFICIENCY HOLDBACK

Add a new General Condition 5.10 - DEFICIENCY HOLDBACK as follows:

- 5.10.1 Notwithstanding any provisions contained in the *Contract Documents* concerning certification and release of monies to the *Contractor*, the *Owner* reserves the right to establish a deficiency holdback, at the time of the review for *Substantial Performance*, based on a 200% dollar value of the deficiencies listed by the *Consultant*. No individual deficiency will be valued at less than two hundred dollars (\$200.00) or the values based on the *Consultant's* review. The *Owner* shall retain the entire deficiency holdback amount until completion of all of the deficiencies listed by the *Consultant* to the satisfaction of the *Consultant*.

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

Add new paragraphs 6.1.3., 6.1.4, 6.1.5, 6.1.6 and 6.1.7 as follows:

- 6.1.3 Labour costs shall be actual, prevailing rates at the *Place of the Work* paid to workers, plus statutory charges on labour including WSIB, unemployment insurance, Canada pension, vacation pay, hospitalization and medical insurance. The *Contractor* shall provide these rates, when requested by the *Consultant*, for review and/or agreement.
- 6.1.4 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*, submitted in a format acceptable to the *Consultant* and including any costs associated with extensions in *Contract Time*.
- 6.1.5 When both additions and deletions covering related *Work* or substitutions are involved in a change to the *Work*, payment, including *Overhead* and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 6.1.6 No extension to the *Contract Time* shall be granted for changes in the *Work* unless the *Contractor* can clearly demonstrate that such changes significantly alter the overall construction schedule submitted at the commencement of the *Work*. Extensions of *Contract Time* and all associated costs, if approved pursuant to GC 3.4.2, are to be included in the relevant *Change Order*.
- 6.1.7 When a change in the *Work* is proposed or required, the *Contractor* shall within 10 calendar days submit to the *Consultant* for review a claim for a change in *Contract Price* and/or *Contract Time*. Should 10 calendar days be insufficient to prepare the submission, the *Contractor* shall within 5 calendar days, advise the *Consultant* in writing of the proposed date of submission of the claim. Claims submitted after the dates prescribed herein will not be considered.

GC 6.2 CHANGE ORDER

6.2.1 Add after the last sentence in the paragraph:

The adjustment in the *Contract Time* and the *Contract Price* shall include an adjustment, if any, for delay or for the impact that the change in the *Work* has on the *Work* of the *Contractor*, and once such adjustment is made, the *Contractor* shall be precluded from making any further claims for delay or impact with respect to the change in the *Work*, except for unforeseen conditions that arise in the process of completion of the change in the *Work*.

Add new paragraph 6.2.3 6.2.4, 6.2.5 and 6.2.6 as follows

6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the *Consultant*.

- .1 by estimate and acceptance of a lump sum;
- .2 by negotiated unit prices which include the *Contractor's Overhead* and profit, or;
- .3 by the actual cost to the *Owner*, such costs to be the actual cost after all credits included in the change have been deducted, plus the following ranges of mark-up on such costs:
 - .1 for *Change Orders* with a value of \$0 to \$25,000 the total *Subcontractor/Supplier* mark-up including *Overhead* and profit shall be 15% and the total *Contractor* mark-up including overhead and profit shall be 10%.
 - .2 For *Change Orders* in excess of \$25,000, the portion in excess of \$25,000 the *Overhead* and profit shall be half the rates stated above.

6.2.4 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 cost per hour,
- .5 *Subcontractor* quotations submitted listing items 1 to 4 above and item 6 below.
- .6 mark-up

6.2.5 The *Owner* and the *Consultant* will not be responsible for delays to the *Work* resulting from late, incomplete or inadequately broken down valuations submitted by the *Contractor*.

6.2.6 Notwithstanding the foregoing, errors, inconsistencies, discrepancies and/or omissions shall not include lack of reference on the *Drawings* or in the *Specifications* to labour and/or *Products* that are required or normally recognized within respective trade practices as being necessary for the complete execution of the *Work*. The *Contractor* shall not use subsequent *RFIs*, issued during execution of the *Work* to establish a change and/or changes in the *Work* pursuant to Part 6 - CHANGES IN THE WORK. The contractor shall include the pricing for all work and all trades involved in the scope of the change.

GC 6.3 CHANGE DIRECTIVE

6.3.6.1 Amend paragraph 6.3.6.1 by deleting the final period and adding as follows:

- .1 for *Change Orders* with a value of \$0 to \$25,000 the total *Subcontractor/Supplier* mark-up including *Overhead* and profit shall be 15% and the total *Contractor* mark-up including overhead and profit shall be 10%.
- .2 For *Change Orders* in excess of \$25,000, the portion in excess of \$25,000 the *Overhead* and profit shall be half the rates stated above.

6.3.6.2 Delete paragraph 6.3.6.2 and replace it with the following:

If a change in the *Work* results in a net decrease in the *Contract Price* in excess of \$25,000 the amount of the credit shall be the net cost, with deduction for *Overhead* and profit. If a change in the *Work* results in a net decrease in the *Contract Price* of \$25,000 or less, the amount of the credit shall be the net cost, without deduction for *Overhead* or profit.

6.3.7.1 In subparagraph 6.3.7.1 insert "while directly engaged in the work attributable to the change" after the words 'in the direct employ of the *Contractor*'.

6.3.7 At the end of paragraph 6.3.7 add the following:

All other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in *Overhead* and profit calculated in accordance with the provisions of paragraph 6.1.5 of GC6.1 – OWNER'S RIGHT TO MAKE CHANGES.

GC 6.5 DELAYS

6.5.3 Add 6.5.3.5 as follows:

If the *Contractor* is delayed in the performance of the work by an act of Force Majeure, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension shall not be less than the time lost as a result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays result from the actions of the *Owner*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 Amend paragraph 8.2.1 by changing part of the second line from "shall appoint a *Project Mediator*" to "may appoint a *Project Mediator*, except that such an appointment shall only be made if both the *Owner* and the *Contractor* agree."

8.2.4 Amend paragraph 8.2.4 by changing part of the second line from "the parties shall request the *Project Mediator*" to "and subject to paragraph 8.2.1 the parties may request the *Project Mediator*".

8.2.6 Delete paragraphs 8.2.6 in its entirety and substitute with:

The dispute may be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, provided that both the *Contractor* and the *Owner* agree. If the *Contractor* and the *Owner* agree to resolve the

dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

Delete paragraphs 8.2.7 and 8.2.8 in their entirety.

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1.1 Delete subparagraph 9.1.1.1 in its entirety and substitute the following:

errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;

9.1.2 Delete paragraph 9.1.2 in its entirety and substitute as follows:

Before commencing any *Work*, the *Contractor* shall determine the locations of all underground or hidden utilities and structures indicated in or inferable from the *Contract Documents*, or that are inferable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.

Add new paragraph 9.1.5 as follows:

9.1.5 With respect to any damage to which paragraphs 9.1.3 or 9.1.4 apply, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add a new subparagraph 9.2.5.5 as follows:

9.2.5.5 in addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.

9.2.6 Add the following to paragraph 9.2.6, after the word "responsible" in the second line:

....or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* 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 *Owner* or others,.....

9.2.8 Add the following to paragraph 9.2.8, after the word "responsible" in the second line:

.. or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* 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 *Owner* or others,...

Add new paragraphs 9.2.10 as follows:

- 9.2.10 The *Contractor, Subcontractors and Suppliers* shall not bring on to the *Place of the Work* any toxic or hazardous substances and materials except as required in order to perform the *Work*. 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 *Place of the Work*.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Delete paragraph 9.4.1 in its entirety and substitute as follows:

The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

Add new paragraphs 9.4.2 to 9.4.10 as follows:

- 9.4.2 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:
- .1 the evidence of workers' compensation compliance required by GC 10.4.1;
 - .2 copies of the *Contractor's* insurance policies having application to the Project or certificates of insurance, at the option of the *Owner*;
 - .3 documentation setting out the *Contractor's* in-house safety programs;
 - .4 copies of any documentation or notices to be filed or delivered to the authorities having jurisdiction for the regulation of occupational health and safety at the *Place of the Work*.
- 9.4.3 The *Contractor* shall indemnify and save harmless the *Owner*, 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 *Contractor* under the occupational health and safety legislation in force at the *Place of the Work* including the payment of legal fees and disbursements on a substantial indemnity basis.
- 9.4.4 The *Owner* 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 *Contractor* with respect to occupational health and safety and related matters.
- 9.4.5 If the *Owner* is of the reasonable opinion that the *Contractor* has not taken such precautions as are necessary to ensure compliance with the requirements of paragraph 9.4.1, the *Owner* may take any remedial measures which it deems necessary, including stopping the performance of all or any portion of the *Work*, and the *Owner* may use its employees, the *Contractor*, any *Subcontractor* or any other contractors to perform such remedial measures.

- 9.4.6 The *Contractor* shall file any notices or any similar document required pursuant to the *Contract* or the safety regulations in force at the *Place of the Work*. This duty of the *Contractor* will be considered to be included in the *Work* and no separate payment therefore will be made to the *Contractor*.
- 9.4.7 Unless otherwise provided in the *Contract Documents*, the *Contractor* shall develop, maintain and supervise for the duration of the *Work* 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 *Owner* and any workers' compensation or occupational health and safety statutes or regulations in force at the *Place of the Work*.
- 9.4.8 The *Contractor* shall provide a copy of the safety program described in paragraph 9.4.7 hereof to the *Consultant* for delivery to the *Owner* prior to the commencement of the *Work*, and shall, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the *Project* complies with such program.
- 9.4.9 The *Contractor* 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 *Place of the Work*, 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.
- 9.4.10 The *Contractor* shall promptly report in writing to the *Owner* and the *Consultant* all accidents of any sort arising out of or in connection with the performance of the *Work*, 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 *Contractor* to the *Owner* and the *Consultant* by telephone or messenger in addition to any reporting required under the applicable safety regulations.

GC 10.1 TAXES AND DUTIES

- 10.1.2 Amend paragraph 10.1.2 by adding the following sentence to the end of the paragraph:

For greater certainty, the *Contractor* shall not be entitled to any mark-up for overhead or profit on any increase in such taxes and duties and the *Owner* shall not be entitled to any credit relating to mark-up for overhead or profit on any decrease in such taxes. The *Contractor* shall provide a detailed breakdown of additional taxes if requested by the *Owner* in a form satisfactory to the *Owner*.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.5 Amend paragraph 10.2.5 by addition the words "Subject to paragraph 3.4" at the beginning of the paragraph. Add the following to the end of the second sentence:

.....and no further *Work* on the affected components of the *Contract* shall proceed until these directives have been obtained by the *Contractor* from the *Consultant*.

Add new paragraph 10.2.8 as follows:

- 10.2.8 The *Contractor* shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the *Work* as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the *Owner's* occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the *Work*, in the event that such governmental authorities furnish such certificates.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Delete paragraph 10.4.1 and replace with the following:

Prior to commencing the *Work*, and with each and every application for payment thereafter, including the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation in force at the *Place of the Work*, including payments due there under.

GC 11.1 INSURANCE

Delete paragraph 11.1.1.1.

Add new paragraph 11.1.9 and 11.1.10 as follows:

- 11.1.9 Wrap-Up Liability Insurance: Must be issued on an occurrence basis for an amount of no less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate- Project specific to cover all sums which the insured shall become obligated to pay by reason of liability imposed by law for damages arising out of the insured's operation in connection with the project. Such Insurance shall include, but not be limited to, bodily injury and property damage including, loss of use, broad form products, broad form completed operations, premises, property and operations, personal injury, blanket contractual liability, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, medical payments, employees as additional insured, contingent employers liability, cross liability and severability of internet clause.
- 11.1.10 'Wrap-up' general liability insurance in the joint names of the *Owner*, the *Contractor*, the *Consultant*, the Municipality having jurisdiction, all *Trade Contractors*, all sub consultants, and all trade subcontractors with limits of not less than \$5,000,000 per occurrence and a deductible not more than \$10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after *Substantial Performance of the Work*. The policy is to provide coverage for completed operations hazards from the *Substantial Performance of the Work* for a period of 2 years. The *Contractor* shall then provide, maintain and pay for liability insurance coverage for completed operations hazards with limits of not less than \$5,000,000 per occurrence and a deductible not more than \$10,000 on an ongoing basis for a further period of 4 years.

GC 11.2 CONTRACT SECURITY

11.2.2 Delete paragraph after the word "provided" and replace with the following:

Such bonds shall be issued by a duly licensed surety company, which has been approved by the *Owner*, authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*, including all warranty and maintenance periods set out in the *Contract Documents*.

Add new paragraph 11.2.3 as follows:

11.2.3 It is the intention of the parties that the performance bond shall be applicable to all of the *Contractor's* obligations in the *Contract Document* and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply. The *Contractor* represents and warrants to the *Owner* that it has provided its surety with a copy of the *Contract Documents* prior to the issuance of such bonds.

GC 12.3 WARRANTY

12.3.2 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words "Subject to paragraph 3.4.1, the.."

Add new paragraphs 12.3.7 to 12.3.11 as follows:

12.3.7 The *Contractor* shall provide a copy to the owner fully and properly completed and signed copies of all warranties and guarantees required by the *Contract Documents* containing the following:

- .1 the proper name of the *Owner*;
- .2 the proper name and address of the *Project*;
- .3 the date the warranty commences, which shall be at the "date of *Substantial Performance of the Work*" unless otherwise agreed upon by the *Consultant* in writing.
- .4 a clear definition of what is being warranted and/or guaranteed as required by the *Contract Documents*; and
- .5 the signature and seal (if required by the governing law of the *Contract*) of the company issuing the warranty, countersigned by the *Contractor*.

12.3.9 The *Contractor* shall ensure that its Subcontractors are bound to the requirements of GC 12.3 – WARRANTY for the Subcontractor's portion of the *Work*.

12.3.10 The *Contractor* shall ensure that all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* are obtained and available for the direct benefit of the *Owner*. In the alternative, the *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* 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 *Owner* under the *Contract Documents*.

12.3.11 The *Contractor* shall commence or correct any deficiency within 2 *Working Days* after receiving a notice from the *Owner* or the *Consultant*, and shall complete the *Work* as expeditiously as possible, except in the case where the deficiency prevents maintaining security or where basic systems

essential to the ongoing business of the *Owner* and/or its tenants cannot be maintained operational as designed. In those circumstances all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within 8 hours of a request being made during the normal business hours of the *Contractor*, the *Owner* is authorized, notwithstanding GC 3.1, to carry out all necessary repairs or replacements at the *Contractor's* expense.

PART 13 OTHER PROVISIONS

Add new Part 13 and 14 OTHER PROVISIONS as follows:

GC 13.1 OWNERSHIP OF MATERIALS

13.1.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

13.2.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor*, *Sub-subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, the *Contractor* shall, at its own expense:

- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
- .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

13.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action, unless caused by the owner. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

13.2.3 Notwithstanding any other provision in the *Contract*, the *Consultant* shall not be obligated to issue a certificate and the *Owner* shall not be obligated to make payment to the *Contractor* if, at the time such certificate or payment was otherwise due:

- .1 a claim for lien has been registered against the *Project* lands, or
- .2 if the *Owner* or mortgagee of the *Project* lands has received written notice of a lien.. or
- .3 the *Owner* or *Consultant* reasonably believe that any party has purported to retain title to *Products* or materials in respect of which an application for payment has been made.

13.2.4 Without limiting the foregoing, the *Contractor* shall, if requested by the *Owner*, defend, indemnify and save the *Owner* harmless from the amount of all such claims and the costs of defending any and all actions commenced against the *Owner* pursuant to the construction/builder's lien

legislation in force at the *Place of the Work*, including the legal costs of the *Owner*, unless the lien was a direct result of a breach of the *Contract* by the *Owner* or the non-payment by the *Owner* of a valid charge or claim under the *Contract*.

- 13.2.5 GC 13.2 - CONSTRUCTION LIENS does not apply to construction/builder's liens claimed by the *Contractor*.

GC 14 CONFLICT OF INTEREST

- 14.1 The *Contractor*, all of the *Subcontractors* and *Suppliers* and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers 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 *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest, as described in this Article A-9, includes, but is not limited to, the use of *Confidential Information* where the *Owner* has not specifically authorized such use.
- 14.2 The *Contractor* shall disclose to the *Owner*, 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 *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.
- 14.3 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the *Owner* where to do so constitutes a breach by such employee or previous employee of the *Owner's* conflict of interest policy, as it may be amended from time to time, until after completion of the *Work* under the *Contract*.
- 14.4 Notwithstanding paragraph 7.1.2 of 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, a breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies fails to comply with the requirements of the *Contract*, and if the *Consultant* has given a written statement to the *Contractor* that sufficient cause exists to justify such action, the *Owner* may notify the *Contractor*, in writing, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the five (5) *Working Days* immediately following the receipt of such notice that the *Owner* has in the *Contract*, in law, or in equity.

END OF AMENDMENTS TO CCDC 2 - 2008