

Municipalité de
RUSSELL
Township

TOWNSHIP OF RUSSELL

717 Notre-Dame St, Embrun, ON

Project No. 821029.04.01

07/06/2021

This Invitation to Bid Closes before
3:00:00 p.m. on June 22, 2021
unless otherwise stated in an Addendum.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10	Table of Contents	ii
00 01 15	List of Drawings	iii
00 21 00	Instructions to Bidders	1
00 21 30	Bid Form.....	12
	Appendix A – Supplementary Conditions to the CCDC-2 (2008) Contract.....	16

END OF TABLE OF CONTENTS

DRAWINGS

The Drawings forming part of Contract Documents are listed below and bound separately.

Title

Drawings and Specifications issued by N45 Architecture Inc., dated June 4, 2021

END OF LIST OF DRAWINGS

1. INTRODUCTION

1.1. Project Description

Russell Recreation Complex Park Project

1.2. General Description of Work

The Township of Russell is undertaking the construction of a new park located adjacent to the Russell Sports Dome (150 Sportsplex Drive) in Embrun, ON. The scope of the project includes the construction of a playground, 2 basketball courts, 2 tennis courts, related civil works and a parking lot extension.

1.3. Schedule

1.3.1. The following are the planned Project Milestone Dates:

Tender Issued:	07/06/2021
Bidder's Briefing:	June 10, 2021
Query End:	June 15, 2021
Bid Closing:	June 22, 2021
Construction Contract Award:	June 29, 2021
Site Mobilization Date:	July 5, 2021
Substantial Performance	On or before September 30, 2021

1.3.2. Time will be of the essence of the Contract.

1.3.3. Scope of Work:

Scope of work includes the construction of a playground, 2 basketball courts, 2 tennis courts, related civil works and a parking lot extension. The playground equipment had been ordered and the selected proponent will carry the supply and installation contracts for this scope of work (see Cash Allowances).

1.3.4. Restrictions

1.3.4.1 Shutdowns or other work affecting the crucial systems of the Owner must be requested and approved by the Owner at least 5 days in advance. This work includes but is not limited to work affecting servicing to the existing Dome at 150 Sportsplex Street, Embrun.

1.3.4.2 Closing of any portion of the existing parking lot in order to complete the new extension would or work requiring access to the Russell Sport Dome must be coordinated with and approved by the Owner. This work must be requested and approved at least 5 days in advance.

1.3.4.3 The hours during which noisy work is permitted are:

) Monday to Friday, 7:00am to 11:00pm

) Saturday to Sunday 8:00 am to 8:00 pm

1.3.5. Meetings

1.3.5.1 All parties concerned must be informed of meetings, the time and location of such must be approved by the Owner.

1.4. The contractor will chair and minute biweekly construction meetings during construction. **Definitions**

1.4.1. Owner

Colliers Project Leaders Inc.
150 Isabella Street, Suite 700
Ottawa, ON, K1S 1V7
Contact: [Peter Ashley](#)
Tel: [343-997-2451](#)

1.4.2. Township

Township of Russell
717 Notre-Dame St,
Embrun, ON, K0A 1W1
Contact: Celine Guitard

1.4.3. Prime Consultant:

N45 Architecture Inc.
7th Floor, 71 Bank Street
Ottawa, ON, K1P 5N2
Contact: Robert Matthews
Tel: 613-224-0095 x257

1.4.4. Bid, Offer, or Bidding:
Act of submitting an offer under seal.

1.4.5. Bid Price:

Monetary sum identified in the Bid Form.

1.4.6. Bidder:

The invited General Contractor who submits a Bid.

1.4.7. Approved Subcontractors:

Those contractors named in the Bid Form.

1.4.8. Confidential Information:

All information, data, knowledge and know-how (in whatever form and however communicated) owned by or relating, directly or indirectly, to the Owner, its affiliates or its business, that is delivered or disclosed by the Owner or any of its affiliates or representatives to the Bidder or any of its affiliates or representatives in writing, electronically, or verbally, whether disclosed prior to or after the execution of this contract, and without regard to whether specifically marked or designated as confidential. Confidential Information also means and shall include any discussions between the parties regarding a possible transaction, and the fact that the parties are or have been involved in the analysis of, in meetings or negotiations related to a possible transaction. Confidential Information shall exclude information that:

1.4.8.1 at the time of its disclosure is generally available in the public domain;

1.4.8.2 enters the public domain and becomes generally available at any time after disclosure other than through an act or omission of the Bidder or any of its affiliates or representatives,

1.4.8.3 the Bidder can demonstrate was already known to it at the time of its disclosure (except that if portions of such information were not known to it, then these portions will be Confidential Information),

1.4.8.4 after its disclosure, is disclosed to the Bidder by any person which has the unrestricted right to make such disclosure to the Bidder, or

1.4.8.5 is disclosed to the Bidder by the Owner and, at the time of such

disclosure (or thereafter) the Owner states in writing that it is not Confidential Information;

1.4.9. Successful Bidder:

The compliant Bidder, which, having met all of the requirements per Section 4 of the Instructions to Bidders and approved by the Owner, is awarded a contract.

1.4.10. Tender Documents:

Solicitation documents prepared and distributed by the Owner to obtain Bids.

2. BID INFORMATION

2.1. Document Availability

2.1.1. Bid Documents will be publicly posted on MERX.

2.2. Document Examination

2.2.1. Upon receipt of Bid Documents the Bidder shall verify that the Bid Documents are complete. The Bidder shall immediately notify the Owner of any discrepancies, errors, inconsistencies or omissions in the Bid Documents.

2.3. Inquiries

2.3.1. The last date for receipt of inquiries from Bidders is [17:00:00 EST on the Query End Date identified in section 1.3.1.](#)

2.3.2. The bidders shall address all queries during the Bid period to the Project Manager by email at:

[Peter Ashley](#)

peter.ashley@colliersprojectleaders.com

2.3.3. All replies shall be in the form of written Addenda, copies of which will be electronically provided to all Bidders via email.

2.3.4. Verbal responses to Bidders' queries shall not be binding upon the Owner unless confirmed by written Addenda.

2.4. Addenda

2.4.1. During the Bid period, Bidders may be advised by Addenda of required additions to, deletions from, or modifications to the requirements of the Bid Documents. The information contained in the Addenda may supersede and amend the Drawings, Specifications and Schedules.

- 2.4.2. All Addenda issued during the Bid period shall become part of the Contract Documents. Bidders shall include for all costs associated with these Addenda in their Bid price.
- 2.4.3. Bidders shall insert in the spaces provided in the Bid Form the number of all Addenda received by the Bidder during the Bid period. If no Addenda have been received, the word "NONE" shall be inserted in the space provided.

2.5. Bidders' Briefing

- 2.5.1. All Bidders will be invited to attend an optional Bidders' Briefing as indicated below in order to acquaint themselves with the project.
- 2.5.2. The Bidders' Briefing will commence at **10:00:00 EST on the Bidders' Briefing date listed above** via video conference at the following link:

<https://colliersprojectleaders.zoom.us/j/93885077238>
- 2.5.3. If Bidders require access to the site, they may visit it at their own discretion.
- 2.5.4. Prior to submission of its Bid, each Bidder is responsible for carefully examining the Place of the Work, and buildings and services (if any) thereon, in order to ascertain and verify the extent and nature of site conditions affecting the scope and performance of the Work.
- 2.5.5. The Owner has full discretion to schedule additional Bidders' Briefings if deemed necessary to accommodate the interest of Bidders.

2.6. Bid Closing Location, Date and Time

- 2.6.1. Bids shall be submitted via email to the Project Manager at the email address below:

[Peter Ashley](mailto:Peter.Ashley@colliersprojectleaders.com)
[Peter.ashley@colliersprojectleaders.com](mailto:Peter.Ashley@colliersprojectleaders.com)
- 2.6.2. **Only Bids received prior to 15:00:00 EST. on the Bid Closing date in clause 1.3.1 will be considered.**
- 2.6.3. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- 2.6.4. Mail, courier, hand delivery, oral, telephonic, telegraphic submissions will not be considered.

2.7. Bid Amendments

- 2.7.1. The Bidder acknowledges that any Bid is subject to the terms and conditions of this Bid invitation.
- 2.7.2. A Bid that has been submitted may be amended or withdrawn by the Bidder by submission of email notice, provided a signed letter on Bidder's company letterhead is received identifying the Project Number and Project Name prior to the established time for Bid Closing. Amendments must be endorsed by the same party or parties who signed and sealed the original Bid.
- 2.7.3. The Bidder shall be responsible to ensure and verify that any amendment to a Bid Price has been received and recorded prior to Bid Closing.

3. BID SUBMISSION

3.1. Bid Contents

- 3.1.1. The Bid Submission shall consist of the following documents, submitted in one package:
 -) Bid Form
 -) Conflict of Interest Declaration
 -) Contract Security and Bonding as specified in section 3.3 of the Instructions to Bidders

3.2. Bid Form

- 3.2.1. Bidders shall submit their bids on the supplied Bid Form (Document 00 21 30) without interlineations, alterations or erasures.
- 3.2.2. In the case of the Bidder being a Limited Company, the normal signatures of duly authorized signing officers shall be inserted in the Bid Form. The capacity in which the signing officer acts shall be inserted under each signing officer's signature. The corporate seal shall be affixed to the Bid Form. If officials other than the President, Secretary or Treasurer of the company sign the Bid, a copy of the by-law resolution of the Board of Directors authorizing such action must be submitted with the Bid. If a corporate seal is not available, the signature from a witness to the principal is required. Signatures shall be longhand and executed by the principal duly authorized to make contracts.
- 3.2.3. Cash Allowances
 - 3.2.3.1 All Cash Allowance items listed in the Bid Form and as described

in the Bid Documents shall be subject to the requirements of the General Conditions as modified by the Supplementary Conditions.

3.2.3.2 The total value of all Cash Allowance items shall be included in the Bid Price.

3.2.3.3 Whether items on the Cash Allowance list are ultimately tendered by the Owner or the Contractor, the Contractor shall contract with the selected suppliers and/or subcontractors, for execution of the parts of the Work identified under these Cash Allowances.

3.2.3.4 Such suppliers and subcontractors shall have the same status as other suppliers and subcontractors on the Work and the Contractor shall be as responsible for such suppliers and subcontractors, so nominated, as for the Contractor's other suppliers and subcontractors on the Work.

3.3. **Contract Security and Bonding**

3.3.1. Bidders shall submit with the Bid Form a Bid Bond in the amount of 10% of the Bid Price. The Bid Bond shall be a Bond made payable to "Colliers Project Leaders Inc."

3.3.2. Bidders shall submit with the Bid Form an Agreement to Bond from a Canadian surety company, stating that the surety is willing to supply a Performance Bond in the amount of 50% of the Bid Price and a Labour and Material Payment Bond in the amount of 50% of the Bid Price. The cost of these bonds shall be included in the Bid Price.

3.3.3. Bids not accompanied by a Bid Bond and Agreement to Bond may be declared invalid.

4. **EVALUATION OF BIDS**

4.1. **General**

4.1.1. Subject to section 4.2, it is the Owner's intent to award a Contract to the lowest compliant Bid, excluding Separate Prices.

4.2. **Offer Acceptance/Rejection**

4.2.1. Bids shall remain irrevocable for acceptance for a period of ten (10) business days after the Bid Closing date.

4.2.2. The Owner reserves the right, in its absolute discretion, to accept or reject any, or all, bids for any reason. The lowest, or any, bid will not necessarily be accepted.

4.2.3. The Bidder acknowledges that the Owner may rely upon the criteria

which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

4.3. Mandatory Requirements

4.3.1. The items specified in this section are mandatory requirements which must be submitted as part of the Bid. Failure to abide this requirement may render the Bid non-compliant.

4.3.2. Bid Form

The Bid Form is a mandatory submission requirement. A Bid Form that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may be declared informal and rejected.

4.3.2.1 Conflict of Interest Declaration

Each Bidder must (i) include in its Bid Form a declaration that the Bidder does not and will not have any actual or perceived conflict of interest or any other type of unfair advantage in submitting its Bid or, if selected, with the contractual obligations of the Bidder as Contractor under the Agreement, or (ii) declare in its Bid any situation that may be a conflict of interest, actual or perceived, in submitting its Bid or, if selected, with the contractual obligations of the Bidder as Contractor under the Agreement. Failure to abide this requirement may render the Bid non-compliant.

4.3.2.2 Confidential Information

As per the definition in Item 1.4.9 of the Instructions to Bidders each bidder will confirm understanding within the Acceptance section of the Bid Form item 8.6.

4.3.3. Contract Security and Bonding

The Contract Security as specified in section 3.3 of the Instructions to Bidders, issued to the Owner is a mandatory submission requirement. Contract Security that does not satisfy the requirements of the Instructions to Bidders and the Supplementary Conditions may render the Bid non-compliant.

5. CONSTRUCTION CONTRACT

5.1. Form of Contract

5.1.1. The Successful Bidder will execute a CCDC 2 – 2008 Stipulated Price Construction Contract as modified by the Supplementary Conditions and as stipulated in section 5.2 below.

5.1.2. The construction contract between the Owner and the successful Bidder will include:

-) CCDC-2 2008 for Stipulated Price Contract, English Version
-) Supplementary Conditions
-) Specifications
-) Drawings
-) Bid Documents
-) Addenda
-) Pre-Award meeting Minutes; if applicable
-) Performance Bond
-) Labour and Material Payment Bond
-) Insurance Certificates
-) WSIB Clearance Certificate

5.2. **Contract Submission Requirements**

Prior to execution of the construction contract the successful Bidder is to submit to the Owner the following documentation:

5.2.1. **Performance and Labour Bonding**

Bonds as per GC 11.2 CONTRACT SECURITY and as modified by the Supplementary Conditions.

5.2.2. **Insurance Certificates**

An Insurance certificate fully completed and executed by an insurer or insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work meeting the requirements in GC 11.1 of the contract as amended by the Supplementary Conditions.

If the Contractor fails to provide any or all insurances listed in GC 11.1 of the Contract as amended by the Supplementary Conditions within 10 business days of the contract award, the Owner reserves the right to purchase the required coverage and reduce the Contract amount by the cost corresponding to such coverage purchase.

Any delays by the Contractor in producing the insurance certificates will not constitute grounds for a schedule extension.

5.2.3. **WSIB Certificate of Clearance**

Submit a current Workplace Safety and Insurance Board (WSIB) Certificate of Clearance.

5.2.4. **Cost Breakdown**

A detailed Cost Breakdown to the Project Manager via email within twenty-four (24) hours of notification of award

5.3. Post-Award Submission Requirements

Following execution of the construction contract the successful Bidder is to submit to the Owner the following documentation:

- 5.3.1. Submit a detailed Construction Schedule in the format of a gantt chart within five (5) days of execution. This schedule will be reviewed with the Owner and Township and must be approved by these parties prior to construction mobilization.
- 5.3.2. Submit a site-specific safety plan within five (5) days of execution. This plan will include the Contractor's policies related to preventing the spread of COVID-19. This plan will be reviewed with the Owner and Township and must be approved by these parties prior to construction mobilization.

5.4. Electronic Contract Form and Execution

- 5.4.1. The parties to this Contract agree that the Contract Documents shall be executed and maintained in electronic format in accordance with the protocol set forth in this Section 5.4 Electronic Contract Form and Execution.
- 5.4.2. The Contractor shall affix on the signature page of the Contract such copyright sticker as may be required to evidence compliance with the requirements of CCDC. Upon execution of this Contract by the Contractor, the Contractor shall, as an attachment in .pdf format, email the execution page of the Agreement together with all other pages bearing the Contractor's signature or initial, if any, to the Project Manager at the following email address:
Peter.Ashley@colliersprojectleaders.com
- 5.4.3. The Owner shall upon receipt of the .pdf referenced in paragraph 5.4.2 hereof, execute the Contract and affix its signature or initial to such other pages bearing the Contractor's signature or initial, if any.
- 5.4.4. The Owner shall thereupon convert the Contract Documents, including the documents referenced in paragraphs 5.4.2 and 5.4.3 hereof, into a single electronic file in uneditable .pdf format and shall email a copy of such single file of such Contract Documents to the Contractor.
- 5.4.5. The parties agree that for the purposes of execution, any true electronic signature of the representatives of the parties duly authorized to execute the Contract shall be deemed to constitute the signature of such authorized representative for all purposes of the Contract

- 5.4.6. The parties agree that execution by them in counterparts in the manner set forth in paragraphs 5.4.2 and 5.4.3 hereof shall be sufficient to evidence execution of the Contract for all purposes.
- 5.4.7. Notwithstanding the above, the Contractor is to provide to the owner the original hard copies of the Bonding and Insurance Certificates required by the Contract.

6. Work By Others

- 6.1. The Contractor will closely coordinate all facets of work and demonstrate complete cooperation with the Owner, the Township, the Prime Consultant, and equipment suppliers as it pertains to the installation of Owner-supplied and installed equipment.
- 6.2. No abatement work will be conducted by the Contractor.
- 6.3. The Contractor will allow the above parties to access the Place of the Work as required for inspections or installations during the Work.
- 6.4. The Contractor will attend meetings with the above parties as required to facilitate the safe and expedient completion of the Work, as well as work by others.

7. Health and Safety

- 7.1. The Contractor will act as the Constructor for all Work.
- 7.2. The Contractor will closely coordinate all facets of work as outlined in the contract documents and cooperate with the Owner, the Township and the Consultant. All parties working on the site will adhere to the Contractor's health and safety policies while on the work site.
- 7.3. The Contractor will provide the Owner with a copy of the project-specific health and safety policy, including those related to COVID-19. These policies must adhere to those of the authorities having jurisdiction. This plan will be reviewed with the Owner and Township and must be approved by these parties prior to construction mobilization.
 - 7.3.1. The Contractor will adhere to the policies of the Township for work any work requiring access to the dome at 150 Sportsplex Drive, Embrun, ON.

END OF INSTRUCTIONS TO BIDDERS

BID FORM
From (Bidder):

Legal Name of Company

Street Address

City or Town

Postal Code

Telephone

Fax

Email Address

To (Owner):

Colliers Project Leaders Inc.
150 Isabella Street, Suite 700
Ottawa, ON, K1S 1V7

Re: Bid Submission for

Project: Russell Recreation Complex Park Project

Project No: 821029.04.01
Issue Date: 07/06/2021

1. Documents

- 1.1. In preparing the Bid Price, I/We have received and included for
Addenda numbered: _____ to _____ .
- 1.2. I/We confirm that I/we have carefully examined the Place of the Work and all the Bid Documents and have a clear and comprehensive knowledge of the Work required under this Contract and of all the working conditions.
- 1.3. I/We confirm to be in a position to commence the Work immediately upon receipt of the Owners' written direction and to carry it through to a prompt and satisfactory conclusion as per schedule specified in section 1.3 in the Instruction to Bidders.

2. Tender Price

I/We agree to supply all labour, materials, plant, equipment and services necessary for the execution and completion of the Project in accordance with the Tender Documents, for the stipulated **Bid Price** of:

\$ _____/00 in CAD
Bid Price in words

Except for Harmonized Sales Tax (HST), the Bid Price is inclusive of all other applicable taxes and custom duties and is in accordance with the General Conditions of the Contract, as may be modified by the Supplementary Conditions.

3. Bid Bond

Enclosed is our Bid Bond in the amount of 10% of the Bid Price that is made payable to Colliers Project Leaders Inc..

4. Cash Allowances

I/We have included in the **Bid Price** all Cash Allowances as indicated in the table below:

Cash Allowance Description	Allowance Price
Supply and Installation of the Main Play Structure, Swing Assembly and Fitness Equipment (Equipment only. Civil, landscaping, and other related works are part of the tender price)	\$85,268
Supply and Installation of Little Tikes Rock n' Ship (Equipment only. Civil, landscaping, and other related works are part of the tender price)	\$20,600

5. Separate Prices

- 5.1. I/We have provided all Separate Prices as indicated in the table below. The Separate Prices are excluded from the **Bid Price**.
- 5.2. The Contractor acknowledges that the Owner reserves the right to add any or all of the proposed Separate Prices and adjust the Tender Price accordingly. The prices quoted

include supply and installation, and conform in all respect with the conditions and specifications of the tender documents. The separate Prices below are EXCLUDED from the Tender Price above, and are EXCLUSIVE of HST.

Separate Price Description	Separate Price
Poured-in Place Rubber Surfacing	

6. Subcontractors

- 6.1. I/We have listed the names of the subcontractors intended to be used for the Project and agrees that the trade contractors and subcontractors indicated in the following list shall undertake all work for the trade with which they are associated and shall not be replaced without the prior written permission of the Owner.

Trade or Item of Work	Name of Subcontractor
Supply & Install Main Play Structure, Swing Assembly and Fitness Equipment	Openspace Solutions Inc.
Supply and Install Little Tikes Rock n' Ship	Playground Planners Inc.

7. Conflict of Interest Declaration

For the purposes of this form, the terms "Conflict of Interest" and "Confidential Information" have the same meaning as that in Clause 4.3.1.1 and Clause 4.3.1.2 respectively, in the Instructions to Bidders.

I/We confirm that:

- there is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting this Bid or performing or observing the contractual obligations of the Contractor in the Agreement.

OR

- the following is a list of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this Bid or the contractual obligations of the Contractor under the Agreement.

8. Acceptance

- 8.1. The undersigned agrees to hold this tender in full force and effect for a period of ten (10) business days from the closing date of tenders. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday in Ontario, the time for acceptance shall be extended to the end of the next business day.
- 8.2. The undersigned understands and agrees that the Owner reserves the right to accept or reject the lowest or any Tenders.

- 8.3. If notified of acceptance of this tender, I/we agree to immediately execute, in duplicate, a Canadian Construction Documents Committee, CCDC No. 2 Stipulated Price Contract, 2008 edition.
- 8.4. If notified of acceptance of this tender, I/we agree to promptly provide insurance as per CCDC 41 (2020) as modified by the attached Supplementary Conditions.
- 8.5. The undersigned acknowledges that all bonding and insurances must be submitted to the Owner for approval prior to contract signing.
- 8.6. The undersigned understands and confirms confidential information will be treated as such as per definition 1.4.8 noted in the Instructions to Bidders.

9. Signatures

Signed, sealed and submitted by:

Legal Name of Contractor

Legal Name of Contractor

Signature of Company Official

Name & Title – Printed or typed

Signature of Witness

Name – Printed or typed

Dated this _____ day of _____, 2021.

END OF BID FORM

APPENDIX A – SUPPLEMENTARY CONDITIONS TO THE CCDC-2 (2008) CONTRACT

SUPPLEMENTARY CONDITIONS

The Standard Construction Document CCDC-2 2008 for 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 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

The following amendments are incorporated into the Agreement as Supplementary Conditions. Where an Article, Definition or General Condition or paragraph thereof of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

Item	Supplementary Condition
	Article A5 - Payment
SC 1	<u>Delete</u> clause A5.1.1 in its entirety and substitute new paragraph A5.1.1: A5.1.1 make progress payments to the <i>Contractor</i> on account of the <i>Contract Price</i> within 28 days of receipt of a <i>Proper Invoice</i> subject to required holdbacks and amounts that the <i>Owner</i> disputes provided that a Notice of Non-Payment has been provided as required by the Ontario Construction Act.
SC 2	<u>Delete</u> paragraph A5.3.1 in its entirety and <u>substitute</u> new paragraph A5.3.1: A5.3.1 Should either party fail to make payments as they become due under the terms of the <i>Contract</i> or in an award by arbitration or court, interest on such unpaid amounts shall also become due and payable from the date that is 30 calendar days after the date when the payment became due until payment at the "prejudgement interest rate" determined in the Ontario Courts of Justice Act 27(2) on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis.
	New Article
SC 3	Add new Article A-9 – Confidentiality: A9.1 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 that it shall not directly or indirectly disclose, destroy, exploit, or use any <i>Confidential 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 fulfill 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> undertakes to comply with all applicable laws related to the protection of personal information, including the <i>Personal Information Protection and Electronic Documents Act</i> , the <i>Freedom of Information and Protection of Privacy Act</i> ("FIPPA") and the <i>Personal Health Information Protection Act</i> .
SC 4	Definitions <u>Add</u> the following definitions:
	Approved Wherever the words, "satisfactory", "directed", "required" are used in the Contract Documents, it shall be understood that the words "by the <i>Consultant</i> " follow, unless the context provides otherwise.
	As-Built Drawings <i>As-Built Drawings</i> means drawings prepared by the <i>Contractor</i> by marking on a copy of the <i>Drawings</i> the changes from the <i>Drawings</i> which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the <i>Drawings</i> .
	CMM Guidelines <i>CMM Guidelines</i> means all guidelines and regulations published by Ministry of Labour and the Canadian Construction Association COVID-19, Standardized Protocols for All Canadian Construction Sites, Version 4, April 16, 2020 regarding measures to mitigate COVID-19.
	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 drawings and move-lists) 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: .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

Item	Supplementary Condition
	.4 is independently developed by the <i>Contractor</i> without use of any <i>Confidential Information</i> .
	COVID-19 Mitigation Measures (CMM) <i>COVID-19 Mitigation Measures (CMM)</i> means measures required to be in compliance with the <i>CMM Guidelines</i> .
	COVID-19 Change <i>COVID-19 Change</i> means any change in the work caused by or attributable to changes in <i>CMM</i> or changes made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.
	Personal Information <i>Personal Information</i> means personal information as that term is defined in subsection 2(1) of the <i>Freedom of Information and Protection of Privacy Act</i> , whether recorded in printed form, on film, by electronic means, or otherwise.
	Proper Invoice Proper Invoice means an invoice that complies with the requirements of the Construction Act and also includes the following: <ul style="list-style-type: none"> .1 a breakdown of the invoice amount by trade or division as required by the specifications, .2 an updated schedule in a form and level of detail acceptable to the <i>Owner</i> showing the percentage complete on each task, .3 a Workplace Safety and Insurance Board clearances showing current coverage. .4 a Statutory Declaration in the form of CCDC 9A 2018 (for every invoice after the first invoice)
	GC 1.1 CONTRACT DOCUMENTS
SC 5	<u>Add</u> new sentence to the end of paragraph 1.1.6: "The <i>Specifications</i> are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the <i>Contract Documents</i> will be construed to place responsibility on the <i>Consultant</i> to settle disputes among the <i>Subcontractors</i> and <i>Suppliers</i> or as between them and the <i>Contractor</i> with respect to such divisions."
SC 6	<u>Add</u> new subparagraph 1.1.7.5: 1.1.7.5 noted materials and annotations shall take precedence over graphic indications.
SC 7	<u>Delete</u> paragraph 1.1.8 in its entirety and <u>substitute</u> new paragraph 1.1.8: 1.1.8 The <i>Owner</i> shall provide the <i>Contractor</i> , without charge, five (5) sets of the Contract Documents to perform the Work. Additional or partial sets of Contract Documents may be obtained at the <i>Contractor's</i> request from the <i>Owner</i> , who will charge the <i>Contractor</i> only for the actual cost incurred in the printing and delivery of same.
	GC 1.4 ASSIGNMENT
SC 8	<u>Delete</u> paragraph 1.4.1 in its entirety and <u>substitute</u> new paragraph 1.4.1: 1.4.1 The <i>Contractor</i> may not assign the <i>Contract</i> or a portion thereof without the consent of the <i>Owner</i> , and the granting of such consent shall be in the <i>Owner's</i> absolute discretion.
	GC 2.4 DEFECTIVE WORK
SC 9	<u>Add</u> new subparagraphs 2.4.1.1 and 2.4.1.2: 2.4.1.1 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 Work, whether or not they are specifically identified by the <i>Owner</i> or the <i>Consultant</i> . 2.4.1.2 When applicable, the <i>Contractor</i> shall give priority to the correction of any defective work or deficiencies which the <i>Owner</i> determines adversely affect its day-to-day operations.
	GC 3.1 CONTROL OF THE WORK
SC 10	<u>Add</u> new paragraph 3.1.3 through 3.1.4: 3.1.3 Prior to commencing the <i>Work</i> , the <i>Contractor</i> shall verify, at the <i>Place of the Work</i> , all relevant measurements and levels necessary for the proper completion 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 in the <i>Contract Documents</i> , the <i>Contractor</i> shall immediately notify the <i>Consultant</i> in writing and obtain <i>Supplemental Instructions</i> from the <i>Consultant</i> before proceeding with any part of the affected work. 3.1.4 The <i>Contractor</i> shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the <i>Work</i> , and in accordance with the <i>Contract Time</i> and any revisions thereto, in order to maintain the desired development and construction schedule for the <i>Project</i> , and in order not to delay the <i>Work</i> or any project. The <i>Contractor</i> shall at all times provide sufficient personnel to accomplish its services within the time limits required by the <i>Owner</i> .
	GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS
SC 11	Delete subparagraph 3.2.2.1 in its entirety.
SC 12	Delete subparagraph 3.2.2.2 in its entirety.
SC 13	<u>Add</u> new subparagraph 3.2.3.4: 3.2.3.4 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of General Condition 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the <i>Owner's</i> own forces and for other <i>Contractors</i> performing work identified in the

Item	Supplementary Condition
	Contract Documents, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the Place of the Work, including all of the responsibilities of the Contractor as that term is defined in the Occupational Health and Safety Act.
	GC 3.4 DOCUMENT REVIEW
SC 14	<p><u>Delete</u> paragraph 3.4.1 in its entirety and <u>substitute</u> new paragraph 3.4.1:</p> <p>3.4.1 The <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> .1 review the <i>Contract Documents</i> and shall report promptly 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 undertaken with the standard of care described in paragraph 3.14.1 of the <i>Contract</i>. .2 Except for its obligation to make such review and report the result, the <i>Contractor</i> does not assume any responsibility to the <i>Owner</i> or to the <i>Consultant</i> for the accuracy of the <i>Contract Documents</i>. 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. .3 If the <i>Contractor</i> does discover any error, inconsistency, or omission in the <i>Contract Documents</i>, the <i>Contractor</i> shall not proceed with the work affected until the <i>Contractor</i> has received corrected or missing information from the <i>Consultant</i>.
SC 15	<p><u>Add</u> new paragraph 3.4.2:</p> <p>3.4.2 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>, and request a <i>Supplemental Instruction, Change Order, or Change Directive</i>, as the case may require. 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>
	GC 3.5 CONSTRUCTION SCHEDULE
SC 16	<p><u>Delete</u> paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:</p> <p>3.5.1 The <i>Contractor</i> shall,</p> <ul style="list-style-type: none"> .1 within 5 days following the award of the <i>Contract</i>, prepare and submit to the <i>Owner</i> and the <i>Consultant</i> for their review and acceptance, a construction schedule that indicates the timing of the activities of the <i>Work</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>. ; .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the <i>Owner</i> pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE; .3 monitor the progress of the <i>Work</i> on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the <i>Owner</i> pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the <i>Consultant</i> and the <i>Owner</i> in writing of any variation from the baseline or slippage in the schedule; and .4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the <i>Contractor</i> forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 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.
	GC 3.6 SUPERVISION
SC 17	<p><u>Delete</u> paragraph 3.6.1 in its entirety and <u>substitute</u> new paragraph 3.6.1:</p> <p>3.6.1 The <i>Contractor</i> shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the <i>Place of the Work</i> while work is being performed. 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.</p>
SC 18	<p><u>Add</u> new paragraph 3.6.3:</p> <p>3.6.3 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 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.</p>

Item	Supplementary Condition
	GC 3.7 SUBCONTRACTORS AND SUPPLIERS
SC 19	Delete paragraph 3.7.2 in its entirety and substitute new paragraph 3.7.2: 3.7.2 The <i>Contractor</i> agrees not to change Subcontractors without the prior written approval of the <i>Owner</i> , which approval will not be unreasonably withheld.
	GC 3.8 LABOUR AND PRODUCTS
SC 20	Delete paragraph 3.8.2 and <u>replace</u> with new paragraph 3.8.2: 3.8.2 Unless otherwise specified in the <i>Contract Documents</i> , Products provided shall be new and as specified. The <i>Contractor</i> shall not provide substitutions for specified Products without the express written consent of the <i>Consultant</i> and the <i>Owner</i> .
SC 21	<u>Add</u> new paragraph 3.8.4: 3.8.4 The <i>Contractor</i> is responsible for the safe on-site storage of <i>Products</i> and their protection (including <i>Products</i> supplied by the <i>Owner</i> and other contractors to be installed under the <i>Contract</i>) in such ways as to avoid dangerous conditions or contamination to the <i>Products</i> or other persons or property and in locations at the <i>Place of the Work</i> to the satisfaction of 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> .
	GC 3.11 USE OF THE WORK
SC 22	<u>Add</u> new paragraph 3.11.3: 3.11.3 The <i>Contractor</i> shall abide by and enforce directives and policies regarding signs, advertisements, fires and smoking at the <i>Place of the Work</i> as directed by the <i>Owner</i> .
SC 23	<u>Add</u> new General Conditions 3.14: GC 3.15 RIGHT OF ENTRY 3.15.1 The <i>Owner</i> shall have the right to enter or occupy the <i>Work</i> in whole or in part for the purpose of placing fittings and equipment or for other uses before <i>Substantial Performance of the Work</i> , if, in the reasonable opinion of the <i>Consultant</i> and <i>Contractor</i> , such entry or occupation does not prevent or substantially interfere with the <i>Contractor's</i> completion of the <i>Contract</i> within the <i>Contract Time</i> . Such entry or occupation shall not be considered as acceptance of the <i>Work</i> or in any way relieve the <i>Contractor</i> from responsibility to complete the <i>Contract</i> .
	GC 4.1 CASH ALLOWANCES
SC 24	Delete paragraph 4.1.4 in its entirety and <u>substitute</u> new paragraph 4.1.4: 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 overhead 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 overhead and profit on the excess only, as set out in the <i>Contract Documents</i> .
SC 25	Delete paragraph 4.1.5 in its entirety and <u>substitute</u> new paragraph 4.1.5: 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be <i>deducted</i> from the <i>Contract Price</i> by <i>Change Order</i> .
SC 26	<u>Add</u> new paragraph 4.1.8: 4.1.8 The <i>Owner</i> reserves the right to call, or to have the <i>Contractor call</i> , for competitive bids for portions of the <i>Work</i> , to be paid for from cash allowances
	GC 5.1 FINANCING INFORMATION REQUIRED
SC 27	<u>Revise</u> the heading, "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER" to read, "GC 5.1 FINANCING INFORMATION REQUIRED".
SC 28	Delete paragraph 5.1.1 in its entirety and <u>substitute</u> new paragraph 5.1.1: 5.1.1 The <i>Owner</i> and <i>Contractor</i> shall provide each other with timely <i>Notice in Writing</i> of any material change in their financial ability to fulfil their respective obligations under the <i>Contract</i> .
SC 29	Delete paragraph 5.1.2 in its entirety.
	GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT
SC 30	<u>Add</u> to the end of paragraph 5.2.7 the following new sentence: "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 General Condition 13.1 - OWNERSHIP OF MATERIALS."
SC 31	<u>Add</u> new paragraphs 5.2.8, 5.2.9, and 5.2.10: 5.2.8 As a condition of receiving each progress payment after the first, the <i>Contractor</i> shall submit a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein. 5.2.9 The <i>Contractor</i> shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.

Item	Supplementary Condition
	5.2.10 The <i>Contractor</i> shall prepare current <i>As-Built Drawings</i> during the course of the <i>Work</i> , which current <i>As-Built Drawings</i> shall be maintained by the <i>Contractor</i> and made available to the <i>Consultant</i> for review with each application for progress payment. The <i>Consultant</i> may retain a reasonable amount and up to a maximum of the amounts outlined in paragraph 5.4.6, from any progress payment for the value of the <i>As-Built Drawings</i> not presented for review until the <i>As-Built Drawings</i> are presented for review.
	<p>GC 5.3 PROGRESS PAYMENT</p>
SC 32	<p><u>Delete</u> subparagraph 5.3.1.3 in its entirety and <u>substitute</u> new subparagraph 5.3.1.3: 5.3.1.3 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 of the Agreement – PAYMENT no later than twenty five (25) calendar days after the date of a Certificate for Payment issued by the <i>Consultant</i>.</p>
SC 33	<p><u>Delete</u> subparagraph 5.3.1.3 in its entirety and <u>substitute</u> new subparagraph 5.3.1.3: 5.3.1.3 the <i>Owner</i> shall make payment to the <i>Contractor</i> on account as provided in Article A-5 of the Agreement - PAYMENT on or before 28 calendar days after receipt of a Proper Invoice</p>
	<p>GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK</p>
SC 34	<p><u>Delete</u> paragraph 5.4.3 in its entirety and <u>substitute</u> new paragraph 5.4.3: 5.4.3 Immediately 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>
SC 35	<p><u>Add</u> new paragraphs 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8 and 5.4.9:</p> <p>5.4.4 Within 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 in a construction trade newspaper (as that term is defined in the <i>Construction Lien Act</i>) and shall provide to the <i>Consultant</i> and the <i>Owner</i> the date of publication and the name of the construction trade newspaper in which the publication occurred. 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> <p>5.4.5 Prior to submitting its written application for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i> all:</p> <ul style="list-style-type: none"> .1 guarantees; .2 warranties; .3 certificates; .4 testing and balancing reports; .5 distribution system diagrams; .6 spare parts; .7 maintenance manuals; .8 samples; .9 existing reports and correspondence from authorities having jurisdiction in the <i>Place of the Work</i>; .10 shop drawings; .11 completed <i>As-Built Drawings</i>; .12 inspection certificates <p>and other materials or documentation required to be submitted under the <i>Contract</i>, together with written proof acceptable to the <i>Owner</i> and the <i>Consultant</i> that the <i>Work</i> has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the <i>Place of the Work</i>.</p> <p>5.4.6 Where the <i>Contractor</i> is unable to deliver the documents and materials described in paragraph 5.4.5, then, provided that none of the missing documents and materials interferes with the use and occupancy of the <i>Project</i> in a material way, the failure to deliver shall not be grounds for the <i>Consultant</i> to refuse to certify <i>Substantial Performance of the Work</i>. If the <i>Contractor</i> fails to deliver any of the documents or materials required described in paragraph 5.4.5 the <i>Consultant</i> shall retain from payments otherwise owing to the <i>Contractor</i> under this <i>Contract</i> the amount described in paragraph 5.4.7 and retain such amount until such documents and materials are delivered.</p> <p>5.4.7 The amount to be retained by the <i>Consultant</i> as contemplated in subparagraphs 5.2.10 and 5.4.6 is as follows:</p> <ul style="list-style-type: none"> .1 where the <i>Contract Price</i> is less than \$100,000 the amount to be retained is \$5,000; .2 where the <i>Contract Price</i> is greater than \$100,000 but less than \$500,000, the amount to be retained is 5% of the <i>Contract Price</i>; and .3 where the <i>Contract Price</i> is greater than \$500,000 but less than \$5,000,000, the amount to be retained is the greater of \$25,000 or 3% of the <i>Contract Price</i>. <p>5.4.8 Should the <i>As-Built Drawings</i> not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.5 by the earlier of 60 days following publication of the certificate of <i>Substantial Performance of the Work</i> and the</p>

Item	Supplementary Condition
	<p>submission of the <i>Contractor's</i> application for final payment under paragraph 5.7.1 of General Condition 5.7 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.2.10 or 5.4.7 may be used by the <i>Owner</i> to defray the cost of preparing or replacing the documents or materials, or <i>As-Built Drawings</i> which the <i>Contractor</i> failed to deliver.</p> <p>5.4.9 Together with the submission of its written application for <i>Substantial Performance of the Work</i>, the <i>Contractor</i> shall submit to the <i>Consultant</i> and to the <i>Owner</i> a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the <i>Contractor</i> and any <i>Subcontractor</i> or <i>Supplier</i>, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the <i>Contractor</i> and the <i>Owner</i>, and this disclosure shall, at a minimum:</p> <ol style="list-style-type: none"> .1 identify the parties involved; .2 identify the amount in dispute; .3 provide a brief statement summarizing the position of each party; .4 include copies of any correspondence or documents in support of either party's position; .5 include copies of any documents of any court or arbitration process related to the matter; .6 identify the dispute or claim between the <i>Contractor</i> and the <i>Owner</i> to which the matter relates; and .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter. <p>The disclosure requirements detailed herein are of a continuing nature and survive completion of the <i>Work</i>. Accordingly, the <i>Contractor</i> shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available.</p>
	GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK
SC 36	<p><u>Add</u> new subparagraph 5.5.1.3: 5.5.1.3 submit a statement that no written notices of lien have been received by it.</p>
SC 37	<p><u>Delete</u> from line 1 of paragraph 5.5.2, the words, "the statement" and <u>substitute</u> the words: "the documents".</p>
	GC 5.7 FINAL PAYMENT
SC 38	<p><u>Delete</u> paragraph 5.7.1 in its entirety and <u>substitute</u> new paragraph 5.7.1: 5.7.1 When the <i>Contractor</i> considers that the <i>Work</i> is completed, the <i>Contractor</i> shall submit an application for final payment. The <i>Contractor's</i> application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 and any outstanding and undelivered <i>As-Built Drawings</i>. Except where the <i>Owner</i> has exercised its rights pursuant to paragraph 5.4.8 and acquired or prepared the outstanding documents and materials and <i>As-Built Drawings</i>, the <i>Contractor</i> shall not be entitled to final payment until all of the undelivered documents and materials and <i>As-Built Drawings</i> have been delivered to the <i>Owner</i>.</p>
SC 39	<p><u>Delete</u> from the first line of paragraph 5.7.2 the words, "calendar days" and <u>substitute</u> the words: "Working Days".</p>
SC 40	<p><u>Delete</u> from paragraph 5.7.4 the words, "calendar days" and <u>substitute</u> the words: "Working Days".</p>
SC 41	<p><u>Add</u> new paragraph 5.7.5: 5.7.5 Prior to the release of the finishing holdback provided for under the <i>Construction Act</i>, the <i>Contractor</i> shall submit:</p> <ol style="list-style-type: none"> .1 <i>Contractor's</i> written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it; .2 a Statutory Declaration CCDC 9A-2001; .3 a final Workplace Safety & Insurance Board Clearance of Certificate.
	GC 6.1 OWNER'S RIGHT TO MAKE CHANGES
SC 42	<p>Add the following to paragraph 6.1.2: "All such changes require approval by a representative of the <i>Owner</i> with proper signing authority."</p>
SC 43	<p><u>Add</u> the following paragraphs:</p> <p>6.1.3 Unit prices included in the Contract, or prices pro rata thereto, will be used in the first instance in pricing changes.</p> <p>6.1.4 Where work is added pursuant to GC 6.2 Change Order or GC 6.3 <i>Change Directive</i>, the <i>Contract Price</i> shall be increased only by the net actual value of the work added including taxes, but excluding <i>Value Added Taxes</i>, plus the following, identified and applied separately:</p> <ol style="list-style-type: none"> .1 <i>Contractor's</i> mark-up on work by its own forces: Overhead: 7% Profit: 5%

Item	Supplementary Condition
	<p>.2 <i>Contractor's</i> mark-up on <i>Subcontractor's</i> work: Overhead: 5% Profit: 5%</p> <p>.3 <i>Subcontractor's</i> mark-up on its own work: Overhead: 7% Profit: 5%</p> <p>6.1.5 "Overhead" percentage identified above includes without limitations all site and head office costs including head office personnel, insurance and bonding, traveling costs, financing costs including hold back; the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the Work; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and licenses and permits, except when these are special for particular item or work.</p> <p>6.1.6 Labour costs shall be the actual, prevailing rates at the Place of Work paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.</p> <p>6.1.7 Quotations for changes to the Work shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from Subcontractors and Suppliers.</p> <p>6.1.8 Unit and Alternative Prices included in the Contract include Supply, Installation, Products, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.</p> <p>6.1.10 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.</p> <p>6.1.11 If any change or deviation in, or omission from the Work is made by which the amount of Work to be performed is decreased, or if the whole or a portion of the Work is dispensed with, no compensation is claimable by the <i>Contractor</i> for any loss of anticipated profit in respect thereof.</p>
	<p>GC 6.2 CHANGE ORDER</p>
SC 44	<p><u>Delete</u> paragraph 6.2.1 in its entirety and <u>substitute</u> new paragraph 6.2.1:</p> <p>6.2.1 When a change in the <i>Work</i> is proposed or required, the <i>Consultant</i> shall provide the <i>Contractor</i> with written description of the proposed change in the <i>Work</i>. The <i>Contractor</i> shall promptly present, in a form acceptable to the <i>Consultant</i>, a method of adjustment or an amount of adjustment for the <i>Contract Price</i>, if any, and the adjustment in the <i>Contract Time</i>, if any, for the proposed change in the <i>Work</i>. The <i>Contractor</i> shall also provide the following:</p> <p>.1 The method of adjustment or an amount of adjustment for the <i>Contract Price</i>, if any, and the adjustment in the <i>Contract Time</i>, from the <i>Subcontractors</i> on the <i>Subcontractors'</i> letterhead.</p> <p>.2 Quotations submitted by the <i>Subcontractors</i> and the <i>Contractor</i> shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities."</p>
SC 45	<p><u>Delete</u> from line 1 of Paragraph 6.2.2 "or to the method to be used to determine the adjustments".</p>
	<p>GC 6.3 CHANGE DIRECTIVE</p>
SC 46	<p>Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads "The adjustment to the <i>Contract Price</i> for a change carried out by way of <i>Change Directive</i> shall be determined on the basis of the costs of the <i>Contractor's</i> actual expenditures and savings attributable to the <i>Change Directive</i> valued in accordance with paragraph 6.3.7 and paragraph 6.1.4"</p>
SC 47	<p><u>Delete</u> subparagraph 6.3.7.1(1) and replace it with: "(1) carrying out the <i>Work</i>, including necessary supervisory services;"</p>
SC 48	<p><u>Delete</u> subparagraph 6.3.7.1(2) and replace it with: "(2) intentionally left blank."</p>
SC 49	<p>Amend subparagraph 6.3.7.1(3) so that, as amended, it reads: "(3) engaged in the preparation of <i>Shop Drawings</i>, fabrication drawings, coordination drawings and <i>As-Built Drawings</i>: or..."</p>
SC 50	<p><u>Amend</u> subparagraph 6.3.7.1(4) so that, as amended, it reads: "(4) including clerical staff engaged in processing changes in the <i>Work</i>."</p>
	<p>GC 6.4 CONCEALED OR UNKNOWN CONDITIONS</p>
SC 51	<p><u>Add</u> new paragraph 6.4.5: 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</p>

Item	Supplementary Condition
	<p>skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 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>
	<p>GC 6.5 DELAYS</p>
SC 52	<p>Delete the period at the end of paragraph 6.5.1, and substitute the following words: “, but excluding any consequential, indirect or special damages.”</p>
SC 53	<p>Delete the period at the end of paragraph 6.5.2, and substitute the following words: “, but excluding any consequential, indirect or special damages. This GC 6.5.2, does not apply to a stop work order issued, required or attributable to laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.”</p>
SC 54	<p>Add the following after GC 6.5.3.4: “or 5. a COVID-19 Change,”</p>
SC 55	<p>Add new paragraph 6.5.6. 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> shall be extended for such reasonable time as the <i>Consultant</i> may decide in consultation with 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 subconsultants, project managers, or others employed or engaged by the <i>Owner</i> in respect of the additional <i>Contract Time</i>.</p>
	<p>GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE</p>
SC 56	<p>Add the following after GC 6.6.6: “6.6.7 Notwithstanding GC 6.5.2 and GC 6.5.3, the <i>Contractor</i> may claim for the reasonable costs incurred by the <i>Contractor</i> as the result of a COVID-19 Change including costs arising from a stop work order issued, required or attributable to laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing. Reasonable costs include: 1. the net actual incremental cost of the <i>Contractor's</i> labour and payroll burden after any governmental support programs, 2. the net actual change in cost of materials including changes in exchange rate and duties based on quotes received at the time of bidding as compared to actual invoices, 3. the cost of demobilization, 4. the cost to secure the job site, 5. the cost of secure storage for materials. 6.6.8 For greater certainty, the reasonable costs incurred by the <i>Contractor</i> as a result of a COVID-19 Change shall not include: .1 the <i>Contractor's</i> head office personnel and overhead costs, .2 the <i>Contractor's</i> profit, .3 markup on costs, .4 administration costs, .5 standby charges, .6 the cost of rental equipment that can be returned except as agreed in writing by the <i>Owner</i>, .7 costs incurred by Subcontractors, .8 any consequential, indirect or special damages, .9 any loss of profit or opportunity costs and damages, both direct and indirect, .10 arising from or caused by such delay, and regardless of whether any such costs, damages or claims are made or incurred by the <i>Contractor</i> or any Subcontractor.” 6.6.9 Notwithstanding GC 6.6.3 and GC 6.6.4, for claims related to COVID-19 Changes the following apply: .1 The detailed account of the amount claimed required under GC 6.6.3 shall be submitted to the <i>Consultant</i> within ten (10) Working Days of the commencement of COVID-19 Change. .2 The further interim accounts required under GC 6.6.4 shall be provided at the end of each month of a continuing delay.</p>

Item	Supplementary Condition
	.3 Any claim associated with re-starting the Work is to be quantified within thirty (30) days of such time that authorization to re-commence the Work has been provided.”
	GC 7.2 CONTRACTORS RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT
SC 57	<u>Delete</u> paragraph 7.2.2 in its entirety.
SC 58	<u>Delete</u> subparagraph 7.2.3.3 in its entirety and <u>substitute</u> new subparagraph 7.2.3.3: 7.2.3.3 the <i>Owner</i> fails to pay the <i>Contractor</i> when due the amount certified by the <i>Consultant</i> or awarded by arbitration or a court, except where the <i>Owner</i> has a bona fide claim for set off, or
SC 59	<u>Delete</u> from subparagraph 7.2.3.4, the words: ", except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"
	GC 8.1 AUTHORITY OF THE CONSULTANT
SC 60	<u>Delete</u> last sentence of 8.1.3 and <u>substitute</u> the following sentence: "If it is subsequently determined that such instructions were at variance with the <i>Contract Documents</i> , the <i>Owner</i> shall pay the <i>Contractor</i> costs incurred by the <i>Contractor</i> in carrying out such instructions which the <i>Contractor</i> was required to do beyond the requirements of the <i>Contract Documents</i> , including costs resulting from interruption of the <i>Work</i> ."
	GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION
SC 61	<u>Delete</u> paragraphs 8.2.6 and 8.2.7 in their entirety and <u>substitute</u> new subparagraph 8.2.6: 8.2.6 When a dispute has not been resolved through negotiation or mediation, within 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 provisions of the <i>Arbitration Act, 1991</i> . 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 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.
SC 62	<u>Delete</u> paragraph 8.2.8 in its entirety
SC 63	Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14. 8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the <i>Owner</i> and the <i>Contractor</i> shall give the <i>Consultant</i> a written notice containing: a) a copy of the notice of arbitration b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this <i>Contract</i> , and; c) any claims or issues which the <i>Contractor</i> or the <i>Owner</i> , as the case may be, wishes to raise in relation to the <i>Consultant</i> arising out of the issues in dispute in the arbitration 8.2.10 The <i>Owner</i> and the <i>Contractor</i> agree that the <i>Consultant</i> may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the <i>Consultant</i> : a) has a vested or contingent financial interest in the outcome of the arbitration; b) gives the notice of election to the <i>Owner</i> and the <i>Contractor</i> before the arbitrator is appointed; c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and, d) agrees to be bound by the arbitral award made in the arbitration. 8.2.11 If an election is made under paragraph 8.2.10, the <i>Consultant</i> may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration. 8.2.12 The arbitrator in the arbitration in which the <i>Consultant</i> has elected under paragraph 8.2.10 to become a full party may: a) on application of the <i>Owner</i> or the <i>Contractor</i> , determine whether the <i>Consultant</i> has satisfied the requirements of paragraph 8.2.10, and; b) make any procedural order considered necessary to facilitate the addition of the <i>Consultant</i> as a party to the arbitration. 8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the <i>Consultant</i> to any sub-consultant; 8.2.14 In the event of notice of arbitration given by the <i>Consultant</i> to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.
SC 64	Insert new subparagraph 8.2.15 as follows: 8.2.15 As permitted by the Ontario Construction Act 13.5(4), the parties hereby agree that an adjudication under the Ontario Construction Act may address more than one matter.

Item	Supplementary Condition
	GC 9.1 PROTECTION OF WORK AND PROPERTY
SC 65	<u>Delete</u> subparagraph 9.1.1.1 in its entirety and <u>substitute</u> new subparagraph 9.1.1.1: "9.1.1.1 errors in the <i>Contract Documents</i> which the <i>Contractor</i> could not have discovered applying the standard of care described in paragraph 3.14.1;"
SC 66	<u>Delete</u> paragraph 9.1.2 in its entirety and <u>substitute</u> the following new paragraph 9.1.2: "9.1.2 Before commencing any <i>Work</i> , the <i>Contractor</i> shall determine the locations of all underground utilities and structures indicated in or inferable from the <i>Contract Documents</i> , or that are inferable from an inspection of the <i>Place of the Work</i> exercising the degree of care and skill described in paragraph 3.14.1."
SC 67	<u>Add</u> new paragraph 9.1.5: "9.1.5 With respect to any damage to which paragraph 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 adjoining property, 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."
SC 68	<u>Add</u> new paragraph 9.1.6: "9.1.6 The <i>Contractor</i> shall be responsible for securing the <i>Place of Work</i> at all times and shall take all reasonable precautions necessary to protect the <i>Place of Work</i> , its contents, materials (including <i>Owner</i> -supplied materials) and the public from loss or damage during and after working hours. Where the <i>Consultant</i> or the <i>Owner</i> deems the provision of security guard services to be necessary, the <i>Contractor</i> shall provide those services at the <i>Owner's</i> expense."
	GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES
SC 69	<u>Add</u> new subparagraph 9.2.5.5 9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price
SC 70	<u>Add</u> to paragraph 9.2.6 after the word "responsible", the following new words: "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," <u>Add</u> to paragraph 9.2.8 after the word "responsible", the following new words: "or that any toxic or hazardous substances or materials already at the <i>Place of the Work</i> (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the <i>Contractor</i> or anyone for whom the <i>Contractor</i> is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the <i>Owner</i> or others,"
	GC 9.4 CONSTRUCTION SAFETY
SC 71	<u>Delete</u> paragraph 9.4.1 in its entirety and <u>substitute</u> new paragraph 9.4.1 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 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 <i>Work</i> .
SC 72	<u>Add</u> new paragraphs 9.4.2, 9.4.3 and 9.4.4: 9.4.2 Prior to the commencement of the <i>Work</i> , the <i>Contractor</i> shall submit to the <i>Owner</i> : .1 a current Workplace Safety & Insurance Board Clearance Certificate; .2 copies of the <i>Contractor's</i> insurance policies having application to the <i>Project</i> or certificates of insurance, at the option of the <i>Owner</i> ; .3 documentation setting out the <i>Contractor's</i> in-house safety programs; .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "constructor" under the <i>Occupational Health and Safety Act</i> . 9.4.3 The <i>Contractor</i> shall indemnify and save harmless the <i>Owner</i> , its agents, 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 the <i>Occupational Health and Safety Act</i> , including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the <i>Owner</i> is not covered by insurance, provided that the indemnity contained in this paragraph shall be

Item	Supplementary Condition
	limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
	GC 9.5 MOULD
SC 73	<u>Add</u> to subparagraph 9.5.2.3 immediately before the comma, the following new words: "and as a result of the delay"
	GC 10.1 TAXES AND DUTIES
SC 74	<u>Add</u> new paragraph 10.1.3: 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 paragraph.
	GC 10.2 LAWS, NOTICES, PERMITS, AND FEES
SC 75	<u>Delete</u> from the first line of paragraph 10.2.5 the word, "The" and <u>substitute</u> the words: "Subject to paragraph 3.4.1, the".
SC 76	Delete GC 10.2.7 and replace with the following: "10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction, including COVID-19 Changes, which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
	GC 10.4 WORKERS' COMPENSATION
SC 77	<u>Add</u> to subparagraph 10.4.1 immediately after the first comma, the following new words: "again with each application for progress payment, and"
SC 78	<u>Add</u> to the beginning of subparagraph 10.4.2 the following new words: "The <i>Contractor</i> shall ensure that each <i>Subcontractor</i> complies with the workers' compensation legislation at the <i>Place of the Work</i> and that all <i>Subcontractors</i> purchase worker's compensation coverage, whether or not required to do so under the applicable legislation."
SC 79	Add new paragraph 10.4.3: 10.4.3 Where a <i>Subcontractor</i> is not required to participate in the insurance plan provided for under the workers' compensation legislation, the <i>Contractor</i> shall require the <i>Subcontractor</i> to provide a sworn declaration of its exemption as a condition of the <i>Subcontractor's</i> admission to the <i>Place of Work</i> . When requested by the <i>Owner</i> , the <i>Contractor</i> shall require the <i>Subcontractor</i> to provide a letter of exemption under the workers' compensation legislation.
	GC 11.1 INSURANCE
SC 80	<u>Delete</u> paragraph 11.1.1.1 in its entirety and <u>substitute</u> new paragraph 11.1.1.1: 11.1.1.1 General liability insurance in the name of the Contractor and include, or in the case of a single, blanket policy, be endorsed to name, the Owner, the Township of Russell and the Consultant as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the Contractor with regard to the Work. General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work.
SC 81	<u>Add</u> new subparagraph 11.1.1.8: 11.1.1.8 Pollution Liability Insurance in the joint names of the <i>Contractor</i> and the <i>Owner</i> with limits of not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million within any policy year, and a deductible not exceeding \$5,000, such insurance to be maintained from the date of commencement of the <i>Work</i> until one year from the date of <i>Substantial Performance of the Work</i> .
SC 82	<u>Delete</u> paragraph 11.1.2 in its entirety and <u>substitute</u> new paragraph 11.1.2: 11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the <i>Work</i> and upon any renewal, amendment, or extension of all or any part of the insurance, the <i>Contractor</i> shall promptly provide the <i>Owner</i> with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the <i>Work</i> .
SC 83	<u>Add</u> new subparagraph 11.1.9: 11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is <u>deleted</u> and <u>replaced</u> with the following: "(including flood, earthquake, testing, and commissioning)".

Item	Supplementary Condition
	GC 12.1 INDEMNIFICATION
SC 84	<p><u>Delete</u> General Condition 12.1 – INDEMNIFICATION in its entirety and <u>substitute</u>:</p> <p>12.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, the <i>Consultant</i>, and their respective agents, appointees, directors, officers and employees from and against claims, demands, losses, expenses, costs, damages, actions, suits or proceedings that arise out of or are attributable to the <i>Contractor's</i> performance of the <i>Contract</i>. Nothing in this paragraph 12.1, shall limit any claim that the <i>Owner</i> may have under the insurance coverage to be provided under General Condition 11.1 - INSURANCE.</p>
SC 85	<p><u>Delete</u> paragraph 12.1.1 and replace with the following:</p> <p>12.1.1 The <i>Contractor</i> shall indemnify and hold harmless the <i>Owner</i>, the Township of Russell, and the <i>Consultant</i>, their directors, officers, agents and employees from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the <i>Contractor</i>, its servants, agents or Subcontractors, in performing the <i>Work</i>. This indemnification shall specifically include, but not be limited to:</p> <ul style="list-style-type: none"> .1 compliance or non-compliance with the Occupational Health and Safety Act at the Place of the <i>Work</i> and under legislation or ordinances applying to such <i>Work</i>; and .2 fungi and fungal derivatives (mould) directly or indirectly caused by, arising out of, related to, occasioned by or attributable to the <i>Work</i> <p><u>Delete</u> 12.1.2, 12.1.3 and 12.1.4 in their entirety.</p> <p><u>Add</u> the following paragraph 12.1.2:</p> <p>12.1.2 Without limiting the generality of paragraph 12.1.1, the <i>Contractor</i> shall, at its sole expense, assume the defense of any claim against each indemnified party or the conduct of any proceeding brought to enforce any claim against each indemnified party through legal counsel acceptable to the indemnified party. In such event, (i) the <i>Contractor</i> shall prosecute the defense or proceedings in good faith and with due diligence; (ii) the indemnified party shall cooperate and shall be entitled to participate with the <i>Contractor</i> in maintaining such defense or proceedings; and (iii) notwithstanding the <i>Contractor's</i> obligation to indemnify and save harmless the indemnified party, no settlement or admission of liability binding on the indemnified party may be made without its prior written consent, which shall not be unreasonably withheld or delayed. If the <i>Contractor</i> does not participate in or assume the defense of a claim against an indemnified party or the conduct of any proceeding brought to enforce any claim against an indemnified party, then the costs and expenses (including legal fees and disbursements) incurred by the indemnified party to defend the claim or to conduct the proceedings brought to enforce the claim shall be paid by the <i>Contractor</i>. If the parties to the claim include both (i) the <i>Contractor</i>, and (ii) one or more indemnified parties and the representation of both (i) the <i>Contractor</i>, and (ii) one or more of the indemnified parties by the same counsel or other professional advisors would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defenses), then each such indemnified party may elect at any time to assume control of the defense of any claim against it or the conduct of any proceeding brought to enforce any claim against it, but the costs and expenses (including legal fees and disbursements) incurred by that indemnified party shall be paid by the <i>Contractor</i>.</p>
	GC 12.2 WAIVER OF CLAIMS
SC 86	<p><u>Delete</u> the reference to "395 calendar days" in the last line of paragraph 12.2.2 and <u>substitute</u> "120 calendar days".</p>
SC 87	<p><u>Delete</u> the last sentence of subparagraph 12.2.3.4 and <u>substitute</u>: "Substantial defects or deficiencies" mean those defects or deficiencies in the <i>Work</i> where the reasonable cost of repair of such defects or deficiencies exceeds:</p> <ul style="list-style-type: none"> .1 if the <i>Contract Price</i> is \$2 million or less, the sum of \$50,000, before Value Added Taxes; .2 if the <i>Contract Price</i> exceeds \$2 million, the sum of \$100,000, before Value Added Taxes; <p>but, in any event, a defect or deficiency in the <i>Work</i> which affects the <i>Work</i> to such an extent or in such a manner that a significant part or the whole of the <i>Work</i> is unfit for the purpose intended by the <i>Contract Documents</i> shall be deemed to be a "substantial defects or deficiencies" regardless of the cost of repair.</p>
SC 88	<p><u>Amend</u> paragraph 12.2.5 by adding "12.2.3.4" immediately after the reference to paragraph 12.2.3.3.</p>
	GC 12.3 WARRANTY
SC 89	<p><u>Delete</u> from the first line of paragraph 12.3.2 the word, "The" and <u>substitute</u> the words: "Subject to paragraph 3.4.1, the</p>
	GC 13 OTHER PROVISIONS
SC 90	<p><u>Add</u> new PART 13 as follows: PART 13 OTHER PROVISIONS</p>

Item	Supplementary Condition
SC 91	Add new GC13.1 as follows: GC 13.1 OWNERSHIP OF MATERIALS 13.1.1 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 when notified in writing to do so by the <i>Consultant</i> .
SC 92	Add new GC13.2 as follows: GC 13.2 CONSTRUCTION LIENS 13.2.1 In the event that a claim for lien is registered against the <i>Project</i> by a <i>Subcontractor</i> or <i>Supplier</i> , and provided the <i>Owner</i> has paid all amounts properly owing under the <i>Contract</i> , then the <i>Contractor</i> shall, at its own expense: <ul style="list-style-type: none"> .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 <i>Contractor</i> fails to conform with the requirements of paragraph 13.2.1, the <i>Owner</i> may fulfil those requirements without <i>Notice in Writing</i> to the <i>Contractor</i> and set off and deduct from any amount owing to the <i>Contractor</i> , all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the <i>Owner</i> to the <i>Contractor</i> , then the <i>Contractor</i> shall reimburse the <i>Owner</i> for all of the said costs and associated expenses.
SC 93	Add new GC13.3 as follows: a) GC 13.3 CONTRACTOR DISCHARGE OF LIABILITIES 13.3.1 In <i>addition</i> to the obligations assumed by the <i>Contractor</i> pursuant to General Condition 3.7 – SUBCONTRACTORS AND SUPPLIERS, the <i>Contractor</i> agrees to discharge all liabilities incurred by it for labour, materials, services, <i>Subcontractors</i> and <i>Products</i> , used or reasonably required for use in the performance of the <i>Work</i> , except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.
SC 94	Add new GC13.4 as follows: b) GC 13.4 RECORDS/DAILY REPORTS/DAILY LOGS 13.4.1 The <i>Contractor</i> shall maintain and keep accurate <i>Project</i> records (which means all tangible records, documents, computer printouts, electronic information, books, plans, <i>Drawings</i> , <i>Specifications</i> , accounts or other information relating to the <i>Work</i>) in its office in accordance with requirements of law, but in any event for not less than 6 years from <i>Substantial Performance of the Work</i> or until all claims have been settled. During this time, the <i>Contractor</i> shall allow the <i>Owner</i> access to the <i>Project</i> records during normal business hours upon the giving of reasonable notice. The <i>Contractor</i> shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the <i>Subcontractors</i> and <i>Suppliers</i> to incorporate them into every level of contract thereunder for any part of the <i>Work</i> .
	END OF SUPPLEMENTARY CONDITIONS