



SUPPLEMENTARY AGREEMENT BETWEEN OWNER AND CONTRACTOR

(CCDC 2-2008 Stipulated Price Contract)

Contract # [Click or tap here to enter text.](#)

The Standard Construction Document for the Stipulate Price Contract, English Version, CCDS 2-2008 Stipulated Price Contract, 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 the Contract Documents with the following amendments, additions and modifications set out herein.

1. ARTICLE A-3 CONTRACT DOCUMENTS

1.1. Paragraph 3.4

(a) Add Paragraph 3.4

"Regardless of the order of precedence set out in paragraph herein any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability performance or service."

2. DEFINITIONS

2.1 27. Submittals

(a) Add Definition 27. Submittals as follows:

"27. Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*."

3. PART 1 GENERAL PROVISIONS

3.1. Add Paragraph .1

"Where a General Condition or paragraph of the General Conditions 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."

3.2. GC 1.1 CONTRACT DOCUMENTS

- #### (a) Add the words "Except where the *Consultant* shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3." at the end of GC 1.1 subparagraph 1.1.2.2.

(b) Add the following new sentence 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 *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions.”

(c) Delete GC 1.1.7.1 in its entirety and replace with the following:

“.1 the order of priority of documents, from highest to lowest, shall be

- Contract Amendments;
- Change Order;
- Change Directive;
- the body of this Supplementary Agreement between Owner and Contractor;
- Definitions;
- General Conditions of the Contract;
- Agreement between Owner and Contractor;
- General Conditions for Contractors/Subcontractors
- Technical Specifications
- Material and Finish Schedules
- Drawings”

(d) Add GC 1.1.7 .5 as follows:

“1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*.”

(e) Delete GC 1.1.8 in its entirety and replace with the following:

“1.1.8 The *Owner* shall provide the *Contractor*, with a pdf copy of the *Contract Documents* and all administrative documents such as *Change Orders*, *Change Directives*, and *Supplemental Instructions*. All required hardcopies of the *Contract Documents* or part thereof including additional copies of administrative documents, shall be at the expense of the *Contractor*.”

3.3. GC 1.3 RIGHTS AND REMEDIES

(a) Add GC 1.3.3 as follows:

“1.3.3 Notwithstanding paragraph 1.3.1, the *Owner* shall not be liable, whether in contract, tort or any other theory of law, for any claim arising from any prior negotiation, representation, or agreement, whether written or oral, which is superseded by the Contract under Article A-2 of the Agreement – Agreements and Amendments.”

3.4. GC 1.5 ADVERTISING AND PUBLIC NOTICES

(a) Add GC 1.5 – ADVERTISING AND PUBLIC NOTICES as follows:

“GC 1.5 – ADVERTISING AND PUBLIC NOTICES

- 1.5.1 The Contractor will obtain the Owner’s prior written approval for any public statement, advertising, written public sales promotions, press release or other general publicity matter, in which the name or trademarks of the Owner are mentioned or used or in which words are used from which any connection with the Owner or their trademarks may be inferred. The Contractor will not allow or permit any public ceremony in connection with the Work without the prior written permission of the Owner, which may be unreasonably withheld. The Contractor will not erect or permit the erection of any sign or advertising without the prior written approval of the Owner. The Contractor shall not publish, issue or make any public statements or news release, electronic or otherwise concerning the Contract or the Work, without the express written consent of the Owner, which may be unreasonably withheld.”

3.5. GC 1.6 CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

(a) Add GC 1.6 – CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION as follows:

“GC 1.6 – CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

- 1.6.1 The Contractor shall not disclose or provide any Confidential Information to third parties who do not require that information or data to complete any portion of the Work and who are not authorized by the Owner to receive, or have access to, such Confidential Information.
- 1.6.2 The Contractor acknowledges that the Owner is subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario), and agrees that all MFIPPA records are subject to, and the collection, use, storage and treatment thereof, is governed by MFIPPA. The Contractor agrees to keep all MFIPPA Records secure and available, in accordance with the requirements of MFIPPA. In the event of a conflict between the requirements of this Contract and the requirements of MFIPPA, the requirements of MFIPPA shall take precedence.
- 1.6.3 In the event a request is made under MFIPPA for the disclosure of any MFIPPA Records, the Owner shall provide prompt written notice thereof to the Contractor and the Contractor shall provide any, and all relevant MFIPPA Records to the Owner on demand for the purposes of responding to an access request under MFIPPA. In these circumstances, the Contractor shall provide all MFIPPA Records requested to the Owner within seven (7) Working Days of the receipt of the request from the Owner. Notwithstanding anything to the contrary in this Contract and subject to the Contractor’s rights of appeal pursuant to MFIPPA, the Owner shall determine what MFIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of MFIPPA.
- 1.6.4 For greater certainty, the Contractor shall advise its representatives and all Subcontractors of the requirements of this GC 1.6, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure

compliance by such representatives with the terms of this GC 1.6. In addition to any other liabilities of the Contractor pursuant to this Contract or otherwise at law or in equity, the Contractor shall be liable for all claims arising from any non-compliance with this GC 1.6. In addition to any other liabilities of the Contractor, Subcontractors and their respective personnel.”

3.6. GC 2.2 ROLE OF THE CONSULTANT

- (a) Add to the end of paragraph 2.2.9 as follows:

“The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.7., 2.2.8. and 2.2.9.”

- (b) Delete 2.2.14 in its entirety and replace with the following:

“2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals which are provided in accordance with the *Contract Documents*.”

3.7. GC 2.4 DEFECTIVE WORK

- (a) Add new subparagraph 2.4.1.1 as follows:

“2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.”

- (b) Add new subparagraph 2.4.1.2 as follows:

“2.4.1.2 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.”

3.8. GC 3.1.3 CONTROL OF THE WORK

- (a) Add GC 3.1.3 as follows:

“3.1.3 Notwithstanding paragraphs 3.1.1 and 3.1.2, the Contractor agrees that it shall fully comply with all policies and procedures of the Owner which are relevant to any activity of the Contractor to be performed under the Contract. The Contractor further agrees that it will use reasonable efforts to inquire from the Owner if such policies or procedures exist which are relevant to any activity of the Contractor to be performed under the Contract. The Owner agrees that it will use reasonable efforts to communicate to the Contractor all policies or procedures it may have which are relevant to any such activity.

- (b) Add GC 3.1.4 as follows:

“3.1.4 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 contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.”

3.9. GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- (a) Delete GC 3.2.2 in its entirety.

3.10. GC 3.4 DOCUMENT REVIEW

- (a) Delete GC 3.4.1 in its entirety and replace with the following:

“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 comply 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*. 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. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.”

- (b) Add GC 3.4.2 as follows:

“3.4.2 If the Contractor finds discrepancies in or omissions from the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall immediately notify the Consultant, who will provide written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.”

3.11. GC 3.5 CONSTRUCTION SCHEDULE

- (a) Delete GC 3.5.1 in its entirety and replace with the following:

“3.5.1 The *Contractor* shall,

- .1 within 15 days following the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when required by the *Specifications* to employ construction scheduling software, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the construction schedule and any successor or revised schedules to the *Owner* in electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;
- .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 *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;
- .3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE,

update the schedule on a monthly basis and advise the *Consultant* and the *Owner* 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 *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an extension of *Contract Time* as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.”

- (b) Add GC 3.5.2 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 GC 3.5.1.3, the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the schedule or minimize the resulting delay and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve recovery of the schedule. If the Contractor intends to apply for a change in the Contract Price in relation to a schedule recovery plan, then the Contractor shall proceed in accordance with General Condition 6.5 DELAYS.””

3.12. GC 3.6 SUPERVISION

- (a) Add the words “with the prior consent of the Owner” at the end of GC 3.6.1.

- (b) Add GC 3.6.3 as follows:

“3.6.3 It is the Contractor’s responsibility to see that all activities are properly coordinated with the LKDSB’s operations and modifications to the Work are made as required.”

- (c) Add GC 3.6.4 as follows:

“3.6.4 The Owner may, at any time, object to and representative or employee of the Contractor, Subcontractors or Suppliers and require the Contractor to remove, dismiss or replace, or cause to be removed, dismissed or replaced, the said representative or employee.”

3.13. GC 3.7 SUBCONTRACTS AND SUPPLIERS

- (a) Add to the end of paragraph GC 3.7.2 the following:

“After signing of the *Contract*, no deviation from the list of *Subcontractors* or *Suppliers* shall be made during the progress of the *Work* of the *Contract* without the *Owner’s* written permission.”

- (b) Add GC 3.7.7 as follows:

“3.7.7 The Owner’s consent to subcontracting by the Contractor shall not be construed as relieving the Contractor from any obligation under the Contract and shall not impose any liability on the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner. The Contractor shall be solely responsible for scheduling, coordinating and reviewing the work of its Subcontractors and Suppliers.”

- (c) Add GC 3.7.8 as follows:

"3.7.8 The Contractor shall not be entitled to compensation by the Owner or any extension to the Contract Time arising out of, or in any way relating to, any breach of contract or failure to perform work by an Subcontractor or Supplier for any reason, including but not limited to, the insolvency or bankruptcy of the Subcontractor or Supplier, even though the Subcontractor of Supplier may have been designated or pre-qualified by the Owner or the Consultant."

3.14. GC 3.8 LABOUR AND PRODUCTS

(a) Add GC 3.8.4 as follows:

"3.8.4 The Owner may at any time, for reasonable cause, require the Contractor to promptly remove from the Place of the Work any employee of the Contractor as well as any Subcontractor or employee of any Subcontractor."

(b) Add GC 3.8.5 as follows:

"3.8.5 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

3.15. GC 3.10 SHOP DRAWINGS

(a) Add the words "AND OTHER SUBMITTALS" to the Title after SHOP DRAWINGS.

(b) Add the words "and Submittals" after the words "Shop Drawings" in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11 and 3.10.12.

(c) Delete GC 3.10.3 in its entirety and replace with the following:

"3.10.3 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*."

(d) Delete GC 3.10.12 in its entirety and replace with the following:

"3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, within 10 working days or such longer period as may be reasonably required."

3.16. GC 3.14 PERFORMANCE BY CONTRACTOR

(a) Add GC 3.14 PERFORMANCE BY CONTRACTOR, as follows:

“GC 3.14 PERFORMANCE BY CONTRACTOR

3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care 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 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.”

3.17. GC 4.1 CASH ALLOWANCES

(a) Add new paragraph 4.1.3.1, as follows:

“4.1.3.1 The Consultant will issue a *Cash Allowance Disbursement Authorization* (CADA) signed by *Owner*, *Contractor* and *Consultant*.”

(b) Delete GC 4.1.4 in its entirety and replace with the following:

“4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances will be reallocated at the Consultant's direction to cover the shortfall without additional overhead and profit changes being attributed. Overhead and profit may only be charged to overruns once the total of all cash allowances have been expended. Where the actual cost of all the Work paid by the total cash allowance is less than the total value of the cash allowance, the *Owner* shall be credited for the unexpended portion of the total cash allowance, but not the *Contractor's* overhead and profit on such amount.”

(c) Delete GC 4.1.5 in its entirety and replace with the following:

“4.1.5 The unexpended total cash allowance amount will be deducted from the *Contract Price*.”

(d) Add new paragraph 4.1.8, as follows:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, competitive tenders for portions of the *Work*, to be paid for, out of cash allowances.”

3.18. GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete 5.1 in its entirety.

3.19. GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- (a) Add to the end of paragraph GC 5.2.7, as follows:

“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.”

- (b) Add GC 5.2.8, as follows:

“5.2.8 As a condition of receiving each progress payment after the first, the *Contractor* shall submit a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein.”

- (c) Add GC 5.2.9, as follows:

“5.2.9 The *Contractor* shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.”

- (d) Add GC 5.2.10, as follows:

“5.2.10 Applications for Payment should include an invoice for the amount claimed plus applicable taxes, and shall include the following information:

- LKDSB Purchase Order and Contract Number
- Supplier Name and Address
- Correct “Bill To” entity name
- Unique Invoice Number
- Specify the amount and country for any services performed in a foreign country
- Taxes should be shown separate from the amount claimed”

3.20. GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK

- (a) Delete GC 5.5.3 in its entirety.

- (b) Delete GC 5.5.4 in its entirety and replace with the following:

“The Contract shall be subject to the Construction Act (Ontario). In accordance with the Act, the Owner may retain any amounts which are: required by law to satisfy any claims against the Work, in respect of claims of their parties made to the Owner in respect of the Contract or the Work, and in respect of any claims the Owner may have against the Contractor.”

- (c) Delete GC 5.5.5 in its entirety.

3.21. GC 5.7 FINAL PAYMENT

- (a) Delete the number “5” and replace with “15” in the second line of GC 5.7.4

3.22. GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

- (a) Add the words “or Cash Allowance Disbursement Authorization, and” at the end of GC 6.1.1.1.

- (b) Add the words “or Cash Allowance Disbursement Authorization.” at the end of GC 6.1.1.2.

- (c) Add GC 6.1.3, as follows:

“6.1.3 Unit prices in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes, where unit prices form part of the *Contract*.”

(d) Add GC 6.1.4, as follows:

"6.1.4 Where work is added, the Contract Price shall be increased only by the net actual value of the work added including taxes, but excluding Value Added Taxes, plus the following, identified separately:

- .1 Contractor's mark-up on its own work:
 - .1 Overhead and Profit: 10%
- .2 Contractor's mark-up on Subcontractor's work:
 - .1 Overhead and Profit: 5%
- .3 Subcontractor's mark-up on its own work:
 - .1 Overhead and Profit: 10%
- .4 Subcontractor's mark-up on Subcontractors work:
 - .1 Overhead and Profit: 0%"

(e) Add GC 6.1.5, as follows:

"6.1.5 Overhead includes all site and head office overheads not including insurance and bonding."

(f) Add GC 6.1.6, as follows:

"6.1.6 Labour costs shall be the actual, prevailing rates at the Place of Work paid to the workers, plus statutory charges on labour including Workers' Compensation, Employment Insurance, Canada Pension, vacation pay, hospitalization and medical insurance."

(g) Add GC 6.1.7, as follows:

"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*, submitted in a format acceptable to the *Consultant*."

(h) Add GC 6.1.8, as follows:

"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*."

(i) Add GC 6.1.9, as follows:

"6.1.9 The Owner, through the Consultant, reserves the right to authorized payment for changes in the *Work* by means of Cash Allowance Disbursement Authorizations."

(j) Add GC 6.1.10, as follows:

"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*."

(k) Add GC 6.1.11, as follows

"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 *Contractor* for any loss of anticipated profit in respect thereof."

3.23. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

(a) Add GC 6.4.5, as follows:

“6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of the bid.”

3.24. GC 6.5 DELAYS

(a) Delete the period at the end of paragraph 6.5.1 and add the following:

“, but excluding any consequential, indirect or special damages.”

(b) Add GC 6.5.6, as follows:

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.”

3.25. GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

(a) In paragraph GC 6.6.5, add the words “as noted in paragraph 6.6.3” after the words “of the claim” and add the words “and the Consultant”, at the end of paragraph 6.6.5.

3.26. GC 7.3 FORCE MAJEURE

Add new Article GC 7.3 as follows:

“GC 7.3 FORCE MAJEURE

7.3.1 Force majeure is deemed as causes beyond a party's control, which are not avoidable by the exercise of reasonable foresight. Neither party shall be responsible for any delay or failure to perform its obligations under this Contract by reason of force majeure. If either party is unable to perform any of its obligations in this contract by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the contract for the duration of such cause. In the event such inability to perform shall continue longer than thirty (30) days, either party may terminate this Contract without further liability by giving written notice to the other party.”

3.27. GC 9.1 PROTECTION OF WORK AND PROPERTY

(a) Delete subparagraph 9.1.1.1 in its entirety and replace with the following:

“9.1.1.1 Errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;”

(b) Delete subparagraph 9.1.2 in its entirety and replace with the following:

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.14.1”

3.28. GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

(a) Add to paragraph GC 9.2.6 after the word “responsible”, as follows:

“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 damage to the property of the *Owner* or others.”

(b) Add “and the Consultant” after the word “Contractor” in subparagraph 9.2.7.4.

(c) Add to paragraph 9.2.8 after the word “responsible”, as follows:

“or that 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 damage to the property of the *Owner* or others,”

3.29. GC 9.4 CONSTRUCTION SAFETY

(a) Add GC 9.4.2 as follows:

“9.4.2 The Contractor shall assume the role of contractor, constructor, prime contractor or principal contractor as may apply in accordance with applicable Occupational Health and Safety Legislation at the Place of Work and provide to the Owner copies of the related Health and Safety notices and documents.”

3.30. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

(a) Delete paragraph 10.2.2 in its entirety and replace as follows:

“10.2.2 “The Owner shall obtain and pay for zoning revisions, permanent easements and rights of servitude. The Contractor shall be responsible for all permits, including the Building Permit, licenses, damage and other deposits including municipal right of ways, or certificates necessary for the performance of the Work which were in force at the date of bid closing.”

(b) Add to the end of paragraph 10.2.4 as follows:

“ The *Contractor* shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the *Ontario Building Code*. The *Contractor* shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern.”

- (c) Delete from the first line of paragraph 10.2.5 the word, “The” and substitute with the following:

“Subject to paragraph 3.14.1, the”.

3.31. GC 11.2 CONTRACT SECURITY

- (a) Delete GC 11.2.1 in its entirety and replace with the following:

“11.2.1 The Contractor shall, prior to the commencement of the Work, provide the LKDSB with:

- (i) a performance bond in the amount of fifty percent (50%) of the Total Contract Amount
- (ii) a Labour and Materials bond in the amount of fifty percent (50%) of the Total Contract Amount.”

- (b) Delete “If the Contract Documents require surety bonds to be provide, such” from GC 11.2.2.

- (c) Add GC 11.2.3 as follows:

“11.2.3 The premiums for the bonds required by the Contract Documents are included in the Contract Price. On or before entering into the Contract, the Contractor shall promptly provide the Owner with confirmation of the Contract security with documentary evidence and thereafter provide confirmation and evidence of up-to-date Contract security from time to time upon request by the Owner. If approved changes pursuant to the Contract result in approved increases to the Contract Price, the Contractor shall promptly acquire additional bonding and provide the Owner with confirmation and evidence of the up-to-date Contract security.”

3.32. GC 12.1 INDEMNIFICATION

- (a) Add GC 12.1.1.3, as follows:

“12.1.1. 3 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the *Contractor’s* performance of the *Contract*, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of Work*.”

3.33. GC 12.3 WARRANTY

- (a) Delete from the first line of paragraph 12.3.2 the word , “The” and substitute with the following:

“Subject to paragraph 3.14.1, the”