

**APPENDIX 3A TO ITT #18-262-41  
SUPPLEMENTARY CONDITIONS**

**PART 1        GENERAL**

The following Supplementary Conditions shall augment, void, supersede and/or otherwise amend the General Conditions of the Stipulated Price Contract CCDC 2 – 2008.

**DEFINITIONS**

Definition 4 – Consultant is the person, firm, or corporation identified as such in the Agreement; and is an Architect, Engineer or Building Science Consultant. The Consultant is **Stewart C. McElroy & Associates Inc.** The Consultant will perform the contract administration duties as stipulated in the GC-2 of the CCDC-2.

Definition 6 – Contract Documents shall also include the instruction to Bidders and the completed Tender Form as submitted by the successful bidder.

Definition 6 – In the above definition of “Contract Documents,” add the words “and agreed upon in writing” at the end of the definition.

**ARTICLE A-5 – PAYMENT**

AMEND paragraphs 5.1 with the following:

5.1     INSERT ten (percent), 10 (%).

AMEND paragraph 5.1.2 with the following:

Replace the words “Substantial Performance of the Work” with **45** days after publication of Substantial Performance of the Work and expiry of all liens under the applicable legislation”.

AMEND paragraphs 5.3.1 with the following:

5.3.1    INSERT one (percent), 1 (%).

## **GC 1.1 CONTRACT DOCUMENTS**

REPLACE paragraph 1.1.8 with the following:

- 1.1.8 The Contractor will be provided with up to two sets of Contract Documents. Additional sets will be provided at the Contractor's expense. Add the following new paragraphs:
- 1.1.11 If the Contractor believes that there is some discrepancy, omission, error or departure from the applicable By-laws in the Contract Documents or Consultant's instructions, the Contractor shall immediately cease work on the portion affected until resolved with the Consultant and instructed to proceed.
- 1.1.12 The Contract Documents are to be interpreted as a whole, although they are arranged in divisions for convenience and clarity. The Contractor is responsible for all the Work, regardless of the division of the Work in the Contract Documents, and such division does not impose any obligation of the Consultant, Project Manager, or upon the Owner as arbiter to establish limits, or responsibility between the Contractor and the Subcontractors.

## **GC 3.1 CONTROL OF THE WORK**

ADD the following new paragraphs:

- 3.1.3 The Contractor shall render all necessary assistance to the Consultant, and if required shall take and furnish Consultant with levels, measurement, or anything else required by the Consultant on the Work of the Place of Work as the case may be. The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by the Consultant.
- 3.1.4 The Contractor understands that the Work must be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned in the Contract Documents. The Contractor will be held to provide all labour and materials necessary for the entire completion of the Work intended and shall not avail himself of any unintentional error or omission in the Contract Documents, should such error exist.
- 3.1.5 The Owner will not allow any claim for extra payments to the Contractor for any extra work made necessary because of difficulties and encounters due to conditions of the Place of the Work which were visible upon or reasonable inferable from and examination at the Place of Work.
- 3.1.6 Any inspection and testing performed by the Owner or under any cash allowance is solely for the Owner's own information and shall not relieve the Contractor

from his/her responsibility under the Contract for the proper conduct of the work and for conducting whatever tests that are necessary to ascertain that the Work is in accordance with the Contract.

### **GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

AMEND clause 3.2.3.3 with the following:

Add to the end of the last sentence "Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of other Contractor's work except as to those of which they were not reasonably aware."

### **GC 3.4 DOCUMENT REVIEW**

AMEND paragraph 3.4.1 with the following:

Add to the end of sentence one "or any doubt as to the meaning or intent." Replace the second sentence with "Unless the Contractor fulfills this requirement, subsequent claims by the Contractor for extra compensation arising out of the decision will not be accepted."

Delete the third sentence.

Add to the end of the last sentence "or has had the meaning of intent clarified."

### **GC 3.5 CONSTRUCTION SCHEDULE**

AMEND paragraph 3.5.1.1 with the following:

After the word "schedule" in the first line add the words "in the form acceptable to the Owner."

### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

REPLACE paragraph 3.7.4 with the following:

3.7.4 If the Owner objects to the employment of a proposed Subcontractor or Supplier and such objections are determined to be unreasonable, the Owner agrees to pay such additional amounts, if any, that the Contractor shall be obliged to pay by virtue of the Owner's objection. Such an objection will not be considered unreasonable if the Owner or its Consultant has experience of unsatisfactory performance from that Subcontractor or supplier on prior jobs.

REPLACE paragraph 3.7.6 with the following:

- 3.7.6 The Consultant may, upon reasonable request and at their discretion, provide to a Subcontractor or Supplier information as to the percentage of the Subcontractor's or Supplier's work which has been certified by payment.

ADD the following new paragraph:

- 3.7.7 The Contractor hereby assigns to the Owner all warranties, guarantees of other obligations for work, services or materials performed or supplied by any Subcontractor, material supplier or other person in or about the Work. The Contractor shall ensure that all Subcontractors or other engagements are made subject to this assignment. The Owner assumes no liability for payment of any such person of any other liability by virtue of this assignment. This assignment shall be in addition to and without detracting from the warranty rights of the Owner under the provisions of the Contract Documents. Until the expiry of the relevant warranty and other rights of the Owner against the Contractor, the Owner shall hold the warranties, guarantees and other obligations of the third parties referred to herein on behalf of both the Owner and the Contractor and the Owner shall not directly exercise any rights under any such warranty, guarantee or other obligation prior to default by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

### **GC 3.8      LABOUR AND PRODUCTS**

ADD the following new paragraphs:

- 3.8.4 Products, which are specified by their proprietary names, or by parts of catalogue number, shall form the basis for the Specifications and the Contract. No substitutes for these may be used without the Consultant's approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper review by the Consultant. In applying for permission to use substitutes, the Contractor shall prove to the Consultant's satisfaction that the substitute is equal to the specified product. Each application shall be accompanied by a list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.
- 3.8.5 The Contractor shall use all products in strict accordance with the Manufacturer's directions except where specified otherwise. Whenever specific reference to Manufacturers' directions or instruction is made in Specifications, the Contractor shall submit copies of such instruction or direction, or both, for approval to the Consultant before commencing such work.

- 3.8.6 Whenever more than one product is specified for one use, the Contractor may select for this use any of the products so specified unless the Specification or Drawings indicate otherwise.
- 3.8.7 The Contractor shall ensure that all materials are delivered on site in original containers and packages with labels and seals intact and that they are protected from the elements and visible for inspection by the Consultants.
- 3.8.8 In carrying out their duties under this Contract, the Contractor shall comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, and shall not operate in conflict with the Human Rights legislation.

### **GC 3.10 SHOP DRAWINGS**

AMEND paragraph 3.10.8.1 with the following:

In the third line after the words “or will do so”, add the words “prior to performing the relevant work.”

AMEND paragraph 3.10.10 with the following:

Add to the end of the sentence “unless a deviation in the shop drawings has been approved in writing by the Consultant.”

ADD the following new paragraphs:

3.10.13 The Contractor shall submit one reproducible and five prints of shop drawings. A professional engineer registered in the province of Ontario shall ensure the shop drawings meet all applicable legislative requirements and shall seal the shop drawings. The Consultant will mark up the reproducible copy as required and return it to the Contractor. Accompany shop drawings with a transmittal letter showing date, project title, project number, and Contractor’s or Supplier’s address.

3.10.14 Shop drawings shall include:

- .1 Date and revision dates
- .2 Project title and number
- .3 Name of: Contractor  
Subcontractor  
Supplier  
Manufacturer  
Separate detailer when pertinent

- .4 Identification of product of material
  - .5 Relation to adjacent structure or materials
  - .6 Field dimensions, clearly identified as such
  - .7 Applicable standards, such as CSA or CGSB numbers.
- 3.10.15 When manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data are submitted as shop drawings, the Contractor shall ensure such submissions conform to the requirements of the Contract Documents, and shall:
- .1 Delete information which is not applicable to project.
  - .2 Supplement standard information where necessary to provide additional information applicable to project.
  - .3 Show dimensions and clearances required.
  - .4 Show weights of equipment
  - .5 Show performance characteristics and capacities.
  - .6 Label manufacturer's samples as to origin and intended use in the Work.
- 3.10.16 The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication and installation and for co-ordination of the Work of all sub-trades.
- 3.10.17 The Contractor shall be solely responsible for the cost of any work done or contracted before receiving the Shop Drawings reviewed in final form by the Consultant.

### **GC 3.11 USE OF THE WORK**

AMEND paragraph 3.11.1 with the following:

After the word "permits" add the words "instructions of the Consultant"

ADD the following new paragraphs:

- 3.11.3 The Contractor may be requested at any time to suspend noisy or otherwise objectionable operations during certain functions. Should such operations cause undue interference with the said functions, the Contractor will be expected to extend the fullest co-operation and courtesy in this regard.
- 3.11.4 The existing building will remain occupied during the contract. The Contractor shall execute the work to cause minimum interference to the occupants and personal effects.

The Contractor shall maintain access to the building facilities at all times during the contract.

- 3.11.6 The Contractor shall assume that all work will be carried out during normal working hours based on a 5-day week.

After contract award, permission may be granted from the Owner to work outside these limitations provided the request is presented by the Contractor in written format 15 working days prior to construction. The Owner reserves the right to offer this option (i.e. weekend work) only upon confirmation with present tenants.

### **GC. 3.12 CUTTING AND REMEDIAL WORK**

AMEND paragraph 3.12.3 with the following:

Add to the end of the last sentence “and added to the Contract Price.”

### **GC 3.13 CLEAN UP**

ADD the following new paragraphs:

- 3.13.4 The Contractor shall keep the building and site free from accumulation of dirt debris and excess materials. The Contractor shall remove the debris from the sites at the close of each working day or more often if required.
- 3.13.5 The Contractor shall provide and maintain (until work is complete) adequately sized main refuse containers on site at pre-arranged location. The Contractor shall be responsible for cleaning up and removing any rubbish from the Subcontractor into the containers.
- 3.13.6 Perform final clean-up after completion of entire work.
- 3.13.7 Upon completion of the work and immediately prior to the Owner’s final inspection, the site shall be thoroughly cleaned.
- 3.13.8 Make good all damaged areas in the building caused as a result of the Work of this Contract.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

AMEND paragraphs 5.2.4 and 5.2.5 with the following:

- 5.2.4 Replace “to the Consultant” with “to the Owner and the Consultant”.

- 5.2.5 Replace “as the Consultant” with “as the Owner and the Consultant”.

ADD the following new paragraphs:

- 5.2.8 With each monthly application for payment, except the first, the Contractor shall submit a Statutory Declaration attesting that they have made all payments to Subcontractors and Suppliers on behalf of whom amounts were included in the previous claim for payment.
- 5.2.9 After the site review for Substantial Performance and when applying for release of the holdback, the Contractor shall submit to the Consultant all specified warranties, records, maintenance manuals, a Certificate of Clearance from Worker’s Compensation, Statutory Declaration and proof of publication of Substantial Performance.
- 5.2.10 The Contractor acknowledges that the Consultant must inspect the Work each month prior to the Contractor making a request for payment.

### **GC 5.3 PROGRESS PAYMENT**

AMEND paragraph 5.3.1.3 with the following:

Replace “on or before 20 calendar days after the later of:” with “on or before 45 calendar days after the later of:”

### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

ADD the following new paragraphs:

- 5.4.4 As soon as possible but, in any case, before applying for Certificate of Substantial Performance, the contractor shall submit to the Consultant, all specified written records, Record Drawings, maintenance operating instructions, Worker’s Compensation Certificates of Clearance, and warranties. With the application for the Certificates of Substantial Completion and Final Certificate for Payment the Contractor shall submit a statutory Declaration and a Certificate of Worker’s Clearance dated not earlier than 10 days before the date of inspection of the aforesaid Certificates, from the Workplace Safety and Insurance Board stating that he is in good standing and that all assessments have been paid. As well, a Statutory Declaration and Certificate of Clearance from the Workplace Safety and Insurance Board are also required from the Subcontractors.



- 5.4.5 The Contractor shall submit within a reasonable time of commencement of work, and periodically update, an anticipated cash flow schedule to the Consultant. A Certificate of Workers Clearance dated no earlier than 10 days before the date of inspection on the Certificate of Total Performance of the Sub-Contract shall be obtained from the Workplace Safety and Insurance Board and submitted at least 2 weeks prior to date of payment (see GC 10.4)

**GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

ADD the following new paragraph:

- 5.5.1.3 Submit all specified warranties, records, maintenance manuals, a Certificate of Clearance from Worker's Compensation, Statutory Declaration and proof of publication of Substantial Performance.

AMEND paragraph 5.5.2 with the following:

Add to the end of the last sentence "provided that no liens are registered against the Project."

DELETE paragraph 5.5.5 in its entirety.

**GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

DELETE paragraph 5.6.2 in its entirety.

**GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

ADD the following new paragraphs:

- 6.1.3 No work in excess of the estimated quantities indicated on the bid form shall be carried out without written authorization from the Consultants and the Owner.
- 6.1.4 Any extra work which is carried out without authorization from the Consultant and the Owner will be entirely at the Contractor's own risk and expenses.

**GC 6.2 CHANGE ORDER**

ADD the following new paragraphs:

- 6.2.3 The Contractor shall observe the following procedure when submitting a claim for a change in the Contract Price and if applicable, a change in the Contract Time:

- .1 The claim must set out the value of the changes (referred to in the notice of contemplated change) in sufficient detail for a proper assessment to be made including breakdowns of labour and materials for the Contractor and each Subcontractor. The valuations must indicate that additional sums for overhead and profit are included as set out herein.
  - .2 The claim must indicate that the total value of the changes (referred to in the notice of contemplated change) is the product of the quantity of work involved and of the applicable unit price as set out in the Schedule of Contract Unit Prices or such other unit price as may be agreed upon. Unit prices include all additional sums for overhead and profit. No additional mark-ups are permitted for valuations submitted under this method.
  - .3 The claim must set out the value of the changes (referred to in the notice of contemplated change) and be accompanied by the signed time sheets, invoices and vouchers to enable to proper assessment to be made. The valuation must indicate that additional sums for overhead and profit are included as set out herein.
- 6.2.4 Where changes in the work are to be established by cost and a percentage fee for overhead and profit, the following percentages shall apply:
- .1 The Contractor shall be entitled to a mark up for combined overhead and profit of 10% on work he performs.
  - .2 Subcontractors shall be entitled to a mark up for combined overhead and profit of 10% on work he performs.
  - .3 The Contractor shall be entitled to a mark up for combined overhead and profit of 10% on work performed by Subcontractors.

## **GC 6.5 DELAYS**

AMEND paragraphs 6.5.1 and 6.5.2 with the following:

- 6.5.1 After the word “delay” in the last sentence add “provided that it can be clearly shown that the Contractor’s forces cannot work efficiently elsewhere on the Project and that the incurred cost is limited to that which could not reasonably have been avoided.”
- 6.5.2 Insert “If Warranted” in front of the last sentence.

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

AMEND paragraph 7.1.1 with the following:

Add to the end of the sentence: ““If a Performance Bond has been provided by the Contractor guaranteeing faithful performance of the Work, the Owner shall give written notice to the Surety invoking the terms of the bond.”

AMEND paragraph 7.1.4.2 with the following:

Add to the end of the last sentence, “by written notice to the Contractor.”

Add the following sentence: “If a Performance Bond has been provided by the Contractor, the Owner will provide the Surety with a copy of such notice.”

ADD the following new clause:

7.1.5.5 invoke the terms of the Performance Bond if such Bond has been provided under the Contract.

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

AMEND paragraph 7.2.2 with the following:

After the word “Owner”, add the words “15 days.”

AMEND paragraph 7.2.4 with the following:

Substitute “5 Working Days” with “15 Working Days.”

ADD the following new paragraph:

7.2.6 This condition, GC 7.2, shall not apply to the withholding of Certificates and/or payments because of the Contractor's failure to pay all just claims promptly nor because of the registration or notice of liens against the Owner's property, until such claims and liens are discharged, nor because of the evidence that any suppliers of products has retained title of same.

## **GC 8.2            NEGOTIATION, MEDIATION AND ARBITRATION**

ADD the following new paragraphs:

8.2.9 Within five (5) days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:

- .1 a copy of the notice of arbitration;
- .2 a copy of supplementary conditions 8.2.9 to 8.2.15 of this Contract; and
- .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.2.10 The Owner and Contractor agree that the Consultant may elect, within ten (10) 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 Consultant:

- .1 has a vested or contingent financial interest in the outcome of the arbitration;
- .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed
- .3 agrees to be part to the arbitration within the meaning of the rules referred to in paragraph 8.2.6; and
- .4 agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If the Consultant is not given the written notice required under paragraph 8.3.9, both the Owner and the Contractor are stopped from pursuing an action, counter claim or other proceeding or making an application against the Consultant arising out of the issues in dispute in the arbitration between the owner and the Contractor under paragraph 8.2.6.

8.2.12 If an election is made under paragraph 8.2.10, the Consultant 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 Consultant receives a copy of the notice of arbitration.

8.2.13 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a fully party may:

- .1 on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10; and
- .2 make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.2.14 In the event of notice of arbitration given by a consultant 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.

8.2.15 The award of an arbitrator shall be final and binding upon the Parties, and shall be enforceable by them in any Court of competent jurisdiction.

#### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

ADD the following new paragraphs:

9.1.5 The Contractor shall protect adjacent property and building against damage, by suitable means and approved by Consultant, which may occur as a result of the repairs.

9.1.6 The Contractor shall not close or obstruct nor store materials in roadways, sidewalks or passageways without prior approval from the Owner.

9.1.7 The Contractor shall not interfere with the use of the safe passage to and from the buildings and adjacent public sidewalks and roads.

9.1.8 The Contractor shall conduct the repair operation in such a manner as to minimize interference with roadways, sidewalks, alleys or passageways.

9.1.9 The Contractor shall take all precautions and provide all required protection to ensure the safety of the general public and the workmen in accordance with the current edition of the Occupational Health and Safety Act and Regulations for Construction Projects.

9.1.10 The Contractor shall comply with all Acts, Regulations and Statutes as stipulated by the Ministry of Labour (Occupational Health and Safety Act and Regulations for: Construction Projects; and Window Cleaning) including proper installation of swing stage equipment and associated tieback safety systems. The Contractor shall include all costs associated with the above in the submitted bid.

- 9.1.11 The Contractor shall take the necessary precautions to keep the dust, dirt and noise to an acceptable level as directed by the Owner. The Contractor shall also comply with the laws, ordinances, rules and regulations relating to the work in connection with the above.
- 9.1.12 The Contractor shall supply and install suitable protection for patio furniture, slabs, lawn, flowerbeds and other landscaped items and furnishings.
- 9.1.13 The Contractor shall provide suitable protection for all entrance and exit ways into all buildings, all fresh-air intakes, telephone, hydro and mechanical rooms, elevator shafts and all plumbing against dust, dirt, construction debris, water and fumes.
- 9.1.14 The Contractor shall provide protection for all entrances and exit ways, floors, walls and all standing fixtures, against spillage of materials and/or damage during the construction period.
- 9.1.15 The Contractor shall provide covered walkways to ensure safe passage to and from the buildings and adjacent public sidewalks and roads at all building entrances and exits. All costs associated with the above shall be included in the submitted bid.
- 9.1.16 The Contractor shall not store materials or use equipment in a manner, which would load the surface beyond its design capacity.
- 9.1.17 The Contractor shall maintain all exterior openings in the building weather-tight at all times. The Contractor shall provide all temporary protection, enclosures, tarpaulins and other materials as may be required to prevent entry of all elements.
- 9.1.18 The Contractor shall protect all light fixtures and existing signage from damage.
- 9.1.19 Should the Work be closed down for any cause, the Contractor shall assume all responsibility for protecting the Work during such period.
- 9.1.20 Due consideration shall be given to fire safety in the building. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard.
- 9.1.21 Any person not following stipulated safety regulations shall be dismissed.

## **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

REPLACE paragraph 9.2.5 with the following:

9.2.5 If the Contractor encounters or has reason to believe the presence of toxic or hazardous substances as defined under the applicable legislation governing the Place of the Work which may result in injury or harm to persons on or off the site, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner and Consultant in writing. The work in the affected area shall not thereafter be resumed until the condition has been either confirmed to be non-existent, or until such time that the condition has been rendered harmless.

.1 Should the Contractor stop work pursuant to the above paragraph; the Owner shall be responsible for obtaining and engaging appropriate professional services to determine the presence or absence of a substance reported by the Contractor.

.2 If, after appropriate investigation procedures have been carried out, the Owner finds that the suspected condition is non-existent, the Owner shall confirm the results of the investigations to the Contractor in writing, upon which the Contractor shall recommence work expeditiously.

.3 If the investigation confirms that a toxic or hazardous substance is present, the Owner shall immediately take all necessary steps to render the substance harmless. After the substance has been rendered harmless or removed from the Place of Work, the Owner shall so confirm to the Contractor in writing upon which the Contractor shall recommence work expeditiously.

.4 If the Contractor, at any time, disagrees with the Owner's findings, the Contractor shall submit his disagreement to the Owner in writing. Such disagreement by the Contractor must be supplemented with satisfactory technical and scientific evidence obtained by a recognized professional agency engaged by the Contractor.

AMEND paragraph 9.2.7.4 and 9.2.8.4 as follows:

9.2.7.4 Substitute the word "Contractor" with "Contractor and the Consultant".

9.2.8.4 Substitute the word "Owner" with "Owner and the Consultant".

#### **GC 10.1 TAXES AND DUTIES**

DELETE entirely and substitute the following for paragraph 10.1.1:

10.1.1 The Contractor shall be fully and exclusively responsible for payment of all federal and provincial sales taxes, excise tax and custom duties, imposed by reason of work to be performed by the Contractor. All such duties and taxes are included in the Contract Price. This includes the GST.

DELETE entirely the paragraph 10.1.2.

## **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

AMEND clause 10.2.2:

Remove the word "Owner" and insert the word "Contractor". Remove the words "except for" and insert the word "including".

Add the following sentence: "The Owner will reimburse the Contractor for the Building Permit fee."

## **GC 10.3 PATENT FEES**

AMEND paragraph 10.3.1 with the following:

Add to the end of the first sentence "and such royalties or fees shall be deemed to have been included in the Contract Price."

## **GC 10.4 WORKERS' COMPENSATION**

ADD the following new paragraph:

10.4.3 The Contractor shall provide a Clearance Certificate from the Workplace Safety & Insurance Board (WSIB) prior to commencement of the Work.

## **GC 11.1 INSURANCE**

ADD the following new paragraphs:

11.1.9 The Contractor shall submit a Certificate of Insurance, which states that all requirements of the Contract are included in the policy coverage. This certificate must be submitted prior to commencement of the Work.

11.1.10 The Contractor shall name the Owner, Property Manager and the Consultant as additional insured.



## **GC 11.2      CONTRACT SECURITY**

AMEND paragraph 11.2.1 as follows:

11.2.1 The Contractor shall promptly provide and pay for a Performance Bond in the amount of 50% of the Estimated Contract Price covering the performance of the Contract (for a period of 2 years from Substantial Performance) including the requirements of GC 12.3 WARRANTY.

ADD the following new paragraph:

11.2.2 The Contractor shall also promptly provide and pay for a Labour and Materials Payment Bond in the amount of 50% of the Estimated Contract Price.

RENUMBER the existing paragraph 11.2.2 as 11.2.3.

## **GC 12.3      WARRANTY**

AMEND paragraph 12.3.1 as follows:

12.3.1 Substitute “one year from the date of Substantial Performance of Work” with ‘two (2) years from the date of Substantial Performance of the Work unless otherwise specified in Section 01 00 00 of the Contract Documents.’”

ADD the following new paragraphs:

12.3.7 The Contractor shall obtain and submit all manufacturer’s product warranties to the Owner.

12.3.8 Upon certified completion of any item of work carried under warranty, the warranty period shall re-commence from the date of the completer warranty work for that particular item of work.

12.3.9 The Contractor shall begin to remedy defect not later than 15 days after written notice thereof by the Consultant or Owner.

12.3.10 The Contractor shall cause a warranty inspection to be made just prior to the termination of the guarantee period to list all outstanding deficiencies to be corrected by the Contractor at no cost to the Owner. It is understood that the making good of such deficiencies shall include all labour and materials, including the repair or replacement of adjacent materials which are damaged by the work of the repair, and shall specifically include the painting of any new material that is required.

12.3.11 Neither the Consultant's final certificate nor payment thereunder shall relieve the Contractor from their responsibility hereunder.

**CCDC 41      INSURANCE REQUIREMENTS**

AMEND paragraph 2 as follows:

2.      Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

**END OF SECTION.**