Supplementary Conditions to the CCDC 2 - 2008
Stipulated Price Contract

GENERAL REFERENCE

The Canadian Standard Construction Document, CCDC 2-2008, Stipulated Price Contract between *Owner* and *Contractor* and these Supplementary Conditions are part of the *Contract Documents*. These Supplementary Conditions supplement or amend the Stipulated Price Contract and shall be read in conjunction with the Stipulated Price Contract. Where any of the Stipulated Price Contract are supplemented or amended, the unaffected provisions of such Stipulated Price Contract shall remain in effect. Where there is anything in the Stipulated Price Contract which is in conflict or inconsistent with these Supplementary Conditions, the provisions of these Supplementary Conditions shall govern.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

SC1 Add new paragraph 6.2 as follows:

"6.2 In the case of any *Notice in Writing* provided to the *Owner*, a copy shall also be delivered to:

BGIS Global Integrated Solutions Canada LP
4175 14th Ave
Markham, Ontario L3R 0J2
Email: constructionnotices@bgis.com
Attention: Contract Administrator

ARTICLE A-9 GENERAL

SC2 Add new paragraph A-9 GENERAL as follows:

"9.1 The *Contractor* is an independent contractor engaged by the *Owner* to perform the *Work*. Nothing in the *Contract* is intended to create a partnership, a joint venture, or an agency between the *Owner* and the *Contractor*. The *Contractor* must not represent itself as an agent or representative of the *Owner* or the *Affected Party*. Neither the *Contractor* nor any *Contractor Personnel* is engaged as an employee or agent of the *Owner* or the *Affected Party*. The *Contractor* is responsible for all deductions and remittances required by law in relation to any *Contractor Personnel*.

9.2 If any of the *Contract Documents* are found to conflict with or be contrary to legislation and statutory regulations applicable to the *Contract Documents*, then the terms of the applicable legislation and statutory regulations shall apply.

9.3 If any provision of the *Contract* is found to be invalid or unenforceable in any circumstances, the remainder of the *Contract*, and the application of such provision in any other circumstances, shall not be affected.

9.4 The terms of the *Contract*, which by their nature are continuing, shall survive the termination or other expiration of the *Contract*.

9.5 Time shall be of the essence of the *Contract* and under all *Contract Documents*."

DEFINITIONS

SC3 Add new definition "**Affected Party**" as follows:

"**Affected Party**
The *Affected Party* is the person or entity that has a contract with the *Owner* and either (a) generally owns or controls the *Place of Work*; or (b) provides various real estate services to the *Owner* at the *Place of Work*, as applicable."

SC4 Add new definition "**Contractor Personnel**" as follows:

"**Contractor Personnel**
Contractor Personnel means any and all individuals, including employees, officers, agents and other persons assigned by, through or on behalf of the *Contractor* to perform the *Work*, including but not limited to, project managers, superintendents, *Subcontractors* or *Suppliers*."

SC5 Add new definition "**Toxic and Hazardous Substances**" as follows:

"**Toxic and Hazardous Substances**
Toxic and Hazardous Substances means, collectively, any contaminant, waste, subject waste, pollutant, toxic substance, dangerous goods, asbestos, petroleum, its derivatives, by-products or other hydrocarbons, as defined in or pursuant to any applicable laws, regulations, by-laws, guidelines or orders rendered by any governmental authority or any other substance or material which, when released to, or present in, the natural environment, is likely to cause in some immediate or foreseeable future time, material harm or degradation of the natural environment or material risk to human health."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

SC6 Add new paragraphs as follows:

"1.1.11 Subject to paragraph 1.1.9, all surveys, reports, drawings, calculations, designs, plan, specifications and other data, information, materials, collected, compiled, drawn or produced, including computer printouts, pursuant to the *Contract* are the property of the *Owner.* The *Contractor* shall transfer the copyright, including an express waiver and release of all moral rights, of all *Drawings,* plans, *Specifications,* models, photos, and other written or graphic materials produced under the *Contract* to the *Owner* which will be free to use them as it sees fit. Any waiver or release obtained under this clause may include a reasonable exclusion of liability regarding the use of materials for other projects. In the event of any dispute or disagreement pertaining to the *Work* between the *Owner* and the *Contractor,* the *Owner* will have the unqualified right and license to use the design as it may have evolved from time to time and any *Drawings, Specifications,* documents, materials of any nature and kind which may now or hereafter exist and which the *Contractor* may have any right, title, interest or copyright for the purpose of completing the design and construction of the *Work* for which they were prepared.

1.1.12 The *Contract Documents* are further supplemented and amended by the *Affected Party's* terms and conditions (the "**Affected Party Terms**") which, if any, are set out in Schedule "A" attached to the Supplementary Conditions. Where there is any term in the *Contract Documents* which is in conflict or inconsistent with any Affected Party Terms, the provisions of the Affected Party Terms shall govern."

GC 1.4 ASSIGNMENT

SC7 Delete paragraph 1.4.1 and add the following new paragraphs:

"1.4.1 The *Contractor* shall not assign or transfer this *Contract* or any part thereof without the prior written consent of the *Owner*. The *Contractor*, when requesting the *Owner's* consent to an assignment, shall provide evidence satisfactory to the *Owner* of the proposed assignee's ability to complete this *Contract* in respect of its technical and financial competence, its work force and its equipment, along with any other information reasonably requested by the *Owner*.

1.4.2 The *Owner* may assign or transfer this *Contract* or any part thereof to any of its assigns, the *Affected Party*, subsidiaries, affiliates, successors or other entity provided the *Owner* gives prior written notice to the *Contractor*.

GC 1.5 ADVERTISING & PUBLIC NOTICES

SC8 Add new GC 1.5 as follows:

"GC 1.5 ADVERTISING & PUBLIC NOTICES

1.5.1 The *Contractor* will obtain the *Owner's* prior written approval for any public advertising, written public sales promotions, press release or other general publicity matter, in which the name or trademarks of the *Owner* or the *Affected Party* are mentioned or used or in which words are used from which any connection with the *Owner* or *the Affected Party* or 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*. The *Contractor* will not erect or permit the erection of any sign or advertising without the prior written approval of the *Owner*."

GC 1.6 CONFIDENTIAL INFORMATION

SC9 Add new GC 1.6 CONFIDENTIAL INFORMATION as follows:

"GC 1.6 CONFIDENTIAL INFORMATION

1.6.1 The *Contractor* shall not disclose or provide any technical, business, financial, operational, scientific, or any other information or data obtained by the *Contractor* during the course of the *Work* 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."

GC 1.7 MAINTENANCE OF RECORDS AND AUDIT RIGHTS

SC10 Add new GC 1.7 as follows:

"GC 1.7 MAINTENANCE OF RECORDS AND AUDIT RIGHTS

1.7.1 The *Contractor* shall maintain complete and accurate books, records, accounts and invoices in relation to the *Contract* and shall grant the *Owner* and its assigns audit rights in respect of all said books, records, accounts and invoices relating to the performance of the *Work.*"

GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC11 Add the following new paragraphs:

"2.3.8 The *Contractor* shall immediately inform the *Owner* and the *Consultant* of any notices, warnings or asserted violations issued by any regulatory or government agencies relating to the *Work*.

2.3.9 No review or inspection of the *Work* by the *Owner* or the *Consultant* shall relieve the *Contractor* from its responsibility to perform the *Work* in accordance with the *Contract Documents*.

2.3.10 Where standards of performance are specified in the *Contract Documents* and the *Work* does not comply with the performance specified, such deficiency shall be corrected as directed by the *Consultant.* Any subsequent testing, including retesting by the *Owner,* to verify performance shall be done at the *Contractor's* expense."

GC 2.4 DEFECTIVE WORK

SC12 In paragraph 2.4.3, delete the words "the difference in value between the work as performed and that called for by" and substitute the words "the value of such work as is necessary to correct any non-compliance with".

SC13 Add the following new paragraphs:

"2.4.4 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*.

2.4.5 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day-to-day operations of the *Owner* or the *Affected Party*."

GC 3.1 CONTROL OF THE WORK

SC14 Add the following new paragraphs:

"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* and the *Affected Party* 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 that 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 that are relevant to any such activity.

3.1.4 The *Consultant*, the *Affected Party* or the *Owner*, acting reasonably, may from time to time require the *Contractor* to remove from any involvement in the *Work*, any *Contractor Personnel*. Such persons shall be replaced by the *Contractor* in a timely fashion to the complete satisfaction of the *Consultant*, the *Affected Party* or the *Owner*, as the case may be and without in any way limiting or deleting the *Contractor's* obligation and responsibility to properly manage all *Contractor Personnel*."

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

SC15 In paragraph 3.2.1, add the following words at the end "and to have work performed by the *Affected Party's* own forces and by other contractors retained by the *Affected Party*".

SC16 Delete paragraph 3.2.2.1 in its entirety.

SC17 Delete paragraph 3.2.2.2 in its entirety.

SC18 Delete paragraph 3.2.2.3 in its entirety.

SC19 In paragraph 3.2.3.1, add after the word "*Owner*" the following word: ", *Affected Party*,".

SC20 In paragraph 3.2.3.2, add after the word "contractors" the following word: ", *Affected Party*".

SC21 Delete paragraph 3.2.3.3 and add the following new paragraphs:

"3.2.3.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s or *Affected Party's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*. Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the *Work* of other contractors or *Owner's* own forces except those deficiencies not then reasonably discoverable;

3.2.3.4 subject to GC 9.4-CONSTRUCTION SAFETY, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work* for the *Owner's* own forces, for the *Affected Party's* forces, and for other contractors, including all of the responsibilities of the contractor, constructor, prime contractor or principal contractor as may apply in accordance with the applicable health and safety legislation at the *Place of Work*;

3.2.3.5 grant the *Owner*, *Affected Party* and other contractors the right to enter, use and occupy the *Place of the Work*, in whole or in part, and perform work before completion of the Contract, if in the opinion the *Consultant*, such entry and occupation does not prevent or interfere with the completion of the *Work* by the *Contractor* or the *Contract* within the time specified. Such entry and occupation shall not be considered as acceptance of the *Contract* or in any way relieve the *Contractor* of the *Contractor's* responsibility to complete the *Contract* on time;

3.2.3.6 observe the right of other contractors or persons duly authorized by the *Owner*, *Affected Party* or *Consultant* to use the *Place of the Work*; and

3.2.3.7 take all reasonable, practical and prudent steps to provide for the coordination of the activities and work of other contractors and *Owner's* and the *Affected Party's* own forces with the *Work* of the *Contract*."

GC 3.4 DOCUMENT REVIEW

SC22 Delete paragraph 3.4.1 and add the following new paragraphs:

"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 3.15.1 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 damages or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents* that 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*.

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."

GC 3.5 CONSTRUCTION SCHEDULE

SC23 In paragraph 3.5.1.1, delete the words "prior to the first application for payment" and substitute the words "within five working days of the date of signature of the Agreement between the *Owner* and the *Contractor"*.

SC24 Delete the word "and" at the end of paragraph .2, add an "and" at the end of paragraph .3 and add the following new paragraph:

".4 provide the Work in accordance with the timelines set out in the schedule."

GC 3.6 SUPERVISION

SC25 Add the following new paragraph:

"3.6.3 The *Contractor* shall provide the *Owner* and the *Consultant* with the name, address, and telephone number of the representative referred to in paragraph 3.6.1 and other responsible persons who may be contacted for emergency and other reasons during non-working hours throughout the course of the work."

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SC26 In paragraph 3.7.2, add after the word “writing” in the first line “within 2 *Working Days* after receiving authorization to proceed with the *Work”*.

SC27 In paragraph 3.7.4, add after the words at the end “unless such required change is in keeping with the design specifications and/or the *Contractor’s* bid”.

SC28 In paragraph 3.7.6, add after the word “may” in the first line “upon reasonable request and at the *Owner’s* discretion”.

SC29 Add the following new paragraphs:

“3.7.7 Subcontracting shall be conducted in a manner consistent with the principles of open, fair and transparent procurement.

3.7.8 In the event that the *Contractor* reasonably wishes to change any of the *Subcontractors* or *Suppliers,* the *Contractor* shall advise the *Consultant* in writing, giving the *Contractor’s* reasons for the change. No change of *Subcontractors* or *Suppliers* may be made without the prior written approval of the *Owner*.

3.7.9 The *Contractor* shall pay all *Subcontractors, Suppliers* and workers which it employs, all such sums as are due to them. The *Contractor* shall take all necessary steps to ensure that *Subcontractors* and *Suppliers* do likewise. All payments shall be made promptly when due.”

GC 3.8 LABOUR AND PRODUCTS

SC30 Delete paragraph 3.8.3 and add the following new paragraph:

“3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*’s employees, *Subcontractors*, and *Suppliers* engaged on the *Work* and the *Contractor*, *Subcontractors*, and *Suppliers* shall not employ anyone not skilled in the tasks assigned or who is unsatisfactory to the *Owner* or the *Affected Party*. All *Contractor Personnel* shall be competent and qualified to carry out any part of the *Work* to which they are assigned.”

GC 3.11 USE OF THE WORK

SC31 Add the following new paragraphs:

“3.11.3 Subject to paragraph 9.4.6 of GC 9.4 CONSTRUCTION SAFETY, The *Owner* and *Affected Party* shall have the right to enter and occupy the *Place of the Work* in whole or in part for the purpose of placing materials and equipment, or for any other use at any time before completion of the *Contract* if, in the reasonable opinion of the *Consultant,* such entry and occupation does not prevent or interfere with the *Contractor* in achieving *Substantial Performance of the Work* within the *Contract Time* stipulated in the *Contract.*

3.11.4 No entry or occupation by the *Owner* or *Affected Party* as referenced in paragraph 3.11.3 shall constitute or be considered as acceptance of the *Work* in whole or in part, or in any way relieve the *Contractor* of its responsibility to complete the *Contract*.”

GC 3.12 CUTTING AND REMEDIAL WORK

SC32 Delete paragraph 3.12.3 and add the following new paragraph:

“3.12.3 The *Contractor* shall perform all cutting and patching work by means which minimizes disruption or inconvenience to adjacent occupancies and operations. Where, in the opinion of the *Consultant*, such work may cause unacceptable disruption, noise or inconvenience, the *Consultant* may instruct the *Contractor* to perform such work at times and in a manner consistent with the requirements of this paragraph and the

Contractor shall carry out such work in conformity with such instruction without entitlement to any adjustment in *Contract Price* or *Contract Time."*

GC 3.14 INTERFERENCE

SC33 Add new GC 3.14 INTERFERENCE as follows:

"**GC 3.14 INTERFERENCE**

3.14.1 If the *Work,* in whole or in part, involves the renovation of, or addition to, existing and occupied premises:

.1 the *Contractor* shall maintain normal business operations and traffic flow in accordance with all applicable laws, regulations, by-laws, guidelines or orders rendered by any governmental authority and with a minimum of inconvenience to the tenants and occupants of the *Place of Work*. Any changes to the conditions of the *Place of the Work* which are proposed by the *Contractor* shall be subject to the *Owner*'s prior review and approval;

.2 subject to the provisions of the *Contract Documents,* the *Contractor* shall ensure that no essential services such as electric power, water supply or other public utilities are interrupted;

.3 in every case where an interruption to existing services or utilities is to occur during execution of the *Work,* the *Contractor* shall give the *Owner* five (5) Working Days' prior written notice. The *Contractor* shall reschedule any such interruption if requested to do so in writing by the *Owner; and*

.4 subject to work restrictions set out elsewhere in the *Contract Documents*, any work that generates excessive noise and/or vibration shall be carried out by the *Contractor* between the hours of 5:00 p.m. and 8:00 a.m. or on weekends and statutory holidays applicable to the *Place of Work*."

GC 3.15 PERFORMANCE BY CONTRACTOR

SC34 Add new GC 3.15 PERFORMANCE BY CONTRACTOR as follows:

"**GC 3.15 PERFORMANCE BY CONTRACTOR**

3.15.1 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*.

3.15.2 The *Contractor* further represents covenants and warrants to the *Owner* that:

.1 the personnel it assigns 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; and

.3 there are no pending, threatened, or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*."

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC35 Delete paragraphs 5.1.1 and 5.1.2 in their entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC36 Add new paragraphs as follows:

"5.2.8 The *Contractor* shall submit, with each application for progress payment after the first application for progress payment, a Statutory Declaration, on an original form of CCDC Document 9A-2001.

5.2.9 The *Contractor* shall prepare and maintain current as-built drawings which shall consist of any revised *Drawings* and *Specifications*, showing changes to the *Drawings* and *Specifications*, which current as-built drawings shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built drawings not presented for review. The *Contractor* shall maintain and provide the *Drawings* and *Specifications* in a format acceptable to the *Owner*.

5.2.10 The *Contractor* shall submit evidence of compliance with workers' compensation/workplace safety and insurance board legislation at the *Place of the Work*, including payments due thereunder, with each application for progress payment.

5.2.11 The *Contractor* shall submit, with each application for progress payment after the first, a *Statutory Declaration*, on an original form of CCDC Document 9A-2001, stating that payments in connection with the *Work*, as noted in the *Statutory Declaration*, have been made to the end of the period immediately preceding that covered by the current application.

GC 5.3 PROGRESS PAYMENT

SC37 Delete paragraph 5.3.1.3 in its entirety and add the following new paragraphs:

"5.3.1.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT upon the earlier of (a) the date payment is required by legislation and statutory regulations applicable to the *Contract Documents*; or (b) sixty (60) days after the date of receipt by the *Owner* of an application for progress payment duly certified by the *Consultant*.

5.3.2 Without prejudice to any other right or remedy of the *Owner*, the obligation of the *Owner* to make any payment to the *Contractor* under or in connection with the *Contract* is subject to the *Owner's* right to deduct or set off against any such payment any sum which may be due to the *Owner*, or to which the *Owner* has a claim, under the *Contract*. Without limitation, if the *Contractor* is in breach or default of any provision of the *Contract*, and, after receiving notice thereof, the *Contractor* does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default in accordance with the terms of this *Contract*, the *Owner* may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any sums incurred by the *Owner* in respect thereof may be deducted from or set off against any amount owing to the *Contractor* under the *Contract*.

5.3.3 Certificates for payment may provide for retention of amounts as determined by the *Consultant* and the *Owner* to ensure correction of deficient work done or unacceptable product provided."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC38 Delete paragraph 5.4.3 and add the following new paragraphs:

"5.4.3 Prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for completing the *Work* and correcting deficient *Work*.

5.4.5 Prior to or concurrent with the submission of its application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

.1 as-built drawings;

.2 all required manufacturers' inspections, certifications, guarantees and warranties as specified in the *Contract Documents*;

.3 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the *Contract Documents*;

.4 certification by all permit-issuing authorities having jurisdiction, indicating approval of all permitted installations forming part of the *Project*;

.5 certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;

.6 .statement indicating reconciliation of all Change Orders or claims under the *Contract*;

.7 occupancy permits from the local authority having jurisdiction over the *Project*; and

.8 any other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in accordance with the requirements of all municipal, government and utilities authorities having jurisdiction.

5.4.6 Where the *Contractor* is unable to deliver the documents and materials described in GC 5.4.5, and, provided that none of the missing documents and/or materials interferes, in a material way, with the use and occupancy of the *Work*, failure to deliver same shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*.

5.4.7 Any documents or materials described in GC 5.4.5 not delivered in accordance therewith shall be delivered as provided in GC 5.7.1, and will be included in the list of items under GC 5.7.1 and deemed to be a deficiency in performance of the *Work* by the *Contractor* under the *Contract*, and the estimated value of same will be deducted from any payment otherwise due to the *Contractor* upon *Substantial Performance of the Work*."

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC39 Delete paragraph 5.5.3 in its entirety.

GC 5.7 FINAL PAYMENT

SC40 Delete paragraph 5.7.1 and add the following new paragraph:

"5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5. The Work shall be deemed not to be performed until all of the aforementioned documents have been delivered."

SC41 In paragraph 5.7.2, add the following words at the end "The *Consultant* will not consider the application to be valid until materials installed are tested and conform to the requirements specified in the *Contract Documents*. In no event shall the *Contractor* submit an application for final payment later than thirty (30) days from completion of the *Work.*".

SC42 In paragraph 5.7.4, delete the number "5" and substitute the number "60".

SC43 Add the following new paragraph:

"5.7.5 As additional requirements for release of any finishing construction lien holdback, the *Contractor* shall submit the following documentation:

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

.2 *Contractor*'s Statutory Declaration CCDC 9A-2001 or such other form of statutory declaration as the *Owner* shall require.

GC 5.8 WITHHOLDING OF PAYMENT

SC44 At paragraph 5.8.1, change the word "If" to lower case and add before such word "Subject to applicable lien legislation,"

GC 5.10 LIENS

SC45 Add new GC 5.10 LIENS as follows:

"**GC 5.10 LIENS**

5.10.1 In the event that a construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, the *Contractor* shall, at its own expense:

.1 within ten (10) days, ensure that any and all construction liens and certificates of action are discharged, released or vacated by the posting of security; and

.2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

5.10.2 In the event that the *Contractor* fails to conform with the requirements of GC 5.10.1, the *Owner* may set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of borrowing the appropriate cash, letter of credit or bond as security and legal fees and disbursements. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall promptly reimburse the *Owner* for all of the said costs and associated expenses."

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

SC46 Add following new paragraphs:

"6.1.3 If any change in the *Work* results in either a deletion of a part of the *Work* or the removal of a part of the *Work* in circumstances where the *Owner* determines, in its discretion, that the removed scope should be performed by the *Owner*'s own forces or by a different contractor, the *Contractor* shall not be entitled to any compensation for loss of profit or other consequential loss as a result of the deletion or removal.

6.1.4 Where the *Contractor* is required to perform changed or additional *Work*, resulting in an adjustment to the *Contract Price*, and provided that the parties do not agree to value the changed or additional work on a lump sum basis, the adjustment to the *Contract Price* shall be determined in accordance with GC 6.3.6, and the *Contractor*'s percentage fee shall be as follows:

.1 *Contractor*'s fee on its own work (combined overhead and profit): 15%

.2 *Contractor's* fee on *Subcontractor's* work (combined overhead and profit): 10%

.3 *Subcontractor's* mark up on *Subcontractor's* work (combined overhead and profit): 10%

.4 Overhead and profit percentage identified above includes, without limitation, all site and head office overheads including associated travel costs, estimating costs, drafting costs, engineering costs, marketing and advertising costs, education and training costs, legal costs, vehicle expenses, computers, printers, communication devices, financing costs including holdback, the wages and salaries of all off site, accounting, finance and office personnel, temporary site offices and facilities, on and off site office expenses, co-ordination with other contractors and trades affected, use of small tools and other general temporary site support facilities and all utilities used therein and licenses and permits, except when these are special for particular items or *Work*.

.5 Labour Costs shall be the actual, prevailing rates at the *Place of the Work* paid to the workers, plus statutory charges on labour including workers' compensation/workplace safety and insurance board premiums, unemployment insurance, Canada Pension, vacation pay, hospitalization and medical insurance.

.6 Quotations for changes to the *Work* shall be accompanied by detailed and itemized breakdowns based upon the agreed rates for labour, materials and equipment together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.

.7 Any unit and alternative prices are included in the *Contract* and include supply, installation, *Products*, equipment, services, materials, labour, overhead, profit and taxes, but exclude *Value Added Taxes*.

.8 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*.

.9 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 profits in respect thereof.

.10 Notwithstanding the foregoing, any adjustment resulting in a reduction of the *Contract Price* shall not result in a change to the *Contractor's* percentage fee for overhead and profit.

.11 For certainty, no additional fee or mark-up will be chargeable to the *Owner* other than as specified in this GC 6.1.4."

GC 6.2 CHANGE ORDER

SC47 At paragraph 6.2.1, add the following words at the end "and containing such information as the *Owner*, *Affected Party* or *Consultant* may reasonably require, including, as applicable, a breakdown of net direct costs estimated to be incurred to effect such change, the related overhead and profit, and the anticipated impact on the construction schedule".

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC48 Add new paragraph 6.4.5 as follows:

"6.4.5 If the Contractor was given access to the *Place of the Work* prior to bidding, the *Contractor* confirms that, prior to bidding, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.15.1, given the amount of time provided between the issuance of the bid documents and the actual closing of bids, and the degree of access provided to the *Contractor* prior to submission of bids. 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 its bid."

GC 6.5 DELAYS

SC49 In paragraph 6.5.1, add after the word "delay" the following words: "but excluding any consequential, incidental, indirect, punitive or special damages".

SC50 In paragraph 6.5.2, add after the word "delay" the following words: "but excluding any consequential, incidental, indirect, punitive or special damages".

SC51 Add new paragraph 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*, any *Subcontractor*, or anyone employed or engaged by them, 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 a result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay and, in particular, the costs of the *Consultant's* services during, or otherwise related to, the period of such delay."

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

SC52 In the heading for GC 7.1, add after the word "**WORK**" following the word: ", SUSPEND".

SC53 Delete paragraph 7.1.2 and add the following new paragraph:

"7.1.2 If the *Contractor* should neglect to prosecute the *Work* properly or otherwise fail to comply with the requirements of the *Contract*, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default within five (5) *Working Days* of receipt of such *Notice in Writing*."

SC54 In paragraph 7.1.3.2, delete the words "an acceptable schedule" and substitute the words "a schedule acceptable to the *Owner".*

SC55 Add the following new paragraphs:

"7.1.7 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 7.1.1 and 7.1.4, suspend performance of the *Work,* or terminate the *Contract*, in whole or in part, by giving *Notice in Writing* to that effect to the *Contractor.* Such suspension or termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other. The *Owner's* entitlement to so terminate or suspend shall be absolute and unconditional and exercisable by the *Owner* in its sole discretion.

7.1.8 The *Contractor* upon receiving notice of suspension or termination from the *Owner* shall suspend all operations as soon as reasonably possible except for work which, in the *Contractor's* opinion, is necessary for the safety of personnel and for the care and preservation of the *Work*, the materials and plant. Subject to any directions in the notice of suspension or termination, the *Contractor* shall discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay delivery of existing orders and, in the event of termination, to cancel existing orders on the best terms available.

7.1.9 During any period of suspension, the *Contractor* shall not remove from the site any part of the *Work*, or any *Product* or materials without the consent of the *Owner*.

7.1.10 If the *Work* should be suspended for a period of 30 consecutive calendar days or less, the *Contractor*, upon the expiration of the period of suspension, shall resume the performance of the *Work* in accordance with the *Contract Documents*. If the suspension was not due to an act or omission of the *Contractor*, the *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 DELAYS.

7.1.11 If after 30 consecutive calendar days from the date of notice of suspension of the *Work*, the *Owner* and the *Contractor* agree to continue with and complete the *Work*, the *Contractor* shall resume operations and complete the *Work* in accordance with any terms and conditions agreed upon by the *Owner* and the *Contractor*. Failing such an agreement, the provisions of paragraph 7.2.2 shall become applicable.

7.1.12 If the *Owner* terminates the *Contract* pursuant to paragraph 7.1.7, the *Contractor* shall only be entitled to receive payment for all work performed up to the date of termination as certified by the *Consultant* and the direct costs associated with the termination incurred by the *Contractor,* including the costs of the demobilization, losses sustained on *Products* and *Construction Equipment* and *Subcontractor* and sub-subcontractor cancellation costs (which costs shall not include loss of profit claims) reasonably incurred by the *Contractor.* The *Contractor* shall not be entitled to any additional reimbursement on account of the termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

7.1.13 If any *Contractor Employees, Subcontractors* or *Suppliers* are impaired from the use of alcohol, drugs (including cannabis and cannabis related products), and/or the negative effects of medications or any other substance that could cause impairment, while providing services to the *Owner*, the *Affected Party* or while attending any related corporate or industry events of the *Owner* or the *Affected Party*, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to

continue with the *Work* in whole or in part or terminate the *Contract.*

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

SC56 In paragraph 7.2.2, delete the words "20 *Working Days*" and substitute the words "60 consecutive days".

SC57 Delete paragraph 7.2.3.1 in its entirety.

SC58 In paragraph 7.2.3.3, add after the words "*Consultant*" the following words ", except where the *Owner* has a claim for set-off".

SC59 In paragraph 7.2.3.4, delete the words "and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,".

SC60 Delete paragraphs 7.2.4 and 7.2.5 in their entirety and add the following new paragraphs:

"7.2.4 The *Contractor's Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise if the correction of the default is not commenced within ten (10) *Working Days* following receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, stop or suspend the *Work* or terminate the *Contract.*

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed to the date of termination. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, and losses sustained on *Products* and *Construction Equipment*. The *Contractor* shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, indirect, incidental, special, punitive, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

7.2.6 If the *Contractor* stops, suspends or terminates the *Contract* under the conditions described in this GC 7.2, the *Contractor* shall leave the *Work* and the *Work Site* in a safe and secure condition.

7.2.7 The *Consultant* has the authority to stop the progress of the *Work* whenever, in the *Consultant's* opinion, there is a danger to safety, life or property or to the neighboring property or to the *Work* or danger of telecommunications disruption. The *Consultant* shall within 2 *Working Days* provide written confirmation to the *Contractor* and the *Owner* of such stoppage.

7.2.8 The *Owner's* withholding of a progress payment, holdback payment or final payment due to the *Contractor's* failure to pay a *Subcontractor* or *Supplier*, to protect the *Owner's* interest in the event of the registration of a lien or receipt of notice of lien, or otherwise pursuant to the terms of the *Contract,* shall not constitute a default under paragraph 7.2.3 which would permit the *Contractor* to stop the *Work* or terminate the *Contract.* In such circumstances, the *Contractor* shall continue with the *Work*."

GC 8.1 AUTHORITY OF THE CONSULTANT

SC61 Delete paragraph 8.1.3 and substitute the following:

"8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as *Consultant* considers necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* required, including costs resulting from interruption of the *Work*."

GC 9.1 PROTECTION OF WORK AND PROPERTY

SC62 In paragraph 9.1.1, add after the words “protect the *Work*” the following words “, the *Affected Party* property,”.

SC63 In paragraph 9.1.1.1, add the following words at the end “which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.15.1”.

SC64 In paragraph 9.1.3, add after the word “*Work*” the following words “, the *Affected Party* property,”.

SC65 In paragraph 9.1.4, add after the words “occur to the *Work*” the following words: “, *Affected Party’s* property,” and add after the words “the *Owner’s* property” the following words: “and the *Affected Party’s* property”.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC66 In paragraph 9.2.2.1, insert after the words “steps to” the following words: “have the *Affected Party*” and insert after the words “*Place of the Work*” the following words: “and to provide a list of any such toxic or hazardous substances to the *Owner*”.

SC67 In paragraph 9.2.2.2, add after the word “locations” the following words: “, if such a list is provided to the *Owner* by the *Affected Party*”.

SC68 In paragraph 9.2.3, delete the words “take all reasonable steps to” and substitute after the word “shall” the following words: “request that the *Affected Party*”.

SC69 In paragraph 9.2.4, delete the words “the *Owner*” and substitute after the word “otherwise,” the following word: “the *Affected Party*”.

SC70 In paragraph 9.2.5.2, add after the words “disclosed by” the following words: “the *Affected Party* through”.

SC71 In paragraph 9.2.7, delete the words “at the *Owner’s* own expense”.

SC72 In paragraph 9.2.7.1, add before the words “take all steps” the following words: “request that the *Affected Party*”.

SC73 Delete paragraph 9.2.7.4 in its entirety.

SC74 In paragraph 9.2.8.2, add after the words “damage to the *Work*,” the following words: “the *Affected Party’s* property,”.

GC 9.4 CONSTRUCTION SAFETY

SC75 In paragraph 9.4.1, delete the words “Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the” and substitute the word “The”.

SC76 Add the following new paragraphs:

“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 the Work* and provide to the *Owner* copies of the related Health and Safety notices and documents.

9.4.3 The *Contractor* shall indemnify and save harmless the *Owner,* its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* or any of its *Subcontractors* or sub subcontractors under the construction health and safety legislation applicable to the *Place of the Work*, including but not limited to payment of legal fees and disbursements on a full indemnity basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, special or other damages.

9.4.4 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces and to request that *Affected Party* include in its contracts with other contractors and in its instructions to its own forces, the requirement that the other contractors or own forces, as the case may be, will comply with the reasonable directions and instructions from the *Contractor* with respect to occupational health and safety and related matters at the *Place of the Work*."

GC 9.5 MOULD

SC77 In paragraph 9.5.2.2, add after the words "damage to the *Work*," the following words: "the *Affected Party's* property,".

SC78 In paragraph 9.5.3, delete the words ", at the *Owner's* own expense".

SC79 In paragraph 9.5.3.1, add the words "request that the *Affected Party*".

SC80 Delete paragraph 9.5.3.4 and its entirety.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SC81 In paragraph 10.2.2, delete the words "building permit,".

SC82 Delete paragraphs 10.2.3 and 10.2.4 and substitute the following:

"10.2.3 The *Contractor* shall be responsible for the procurement of the building permit (if required by the *Contract Documents*) and other permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement. The *Contractor* shall provide the *Owner* with copies of all such permits, licences, inspections, and certificates. In the performance of the *Work* the *Contractor* shall fulfill all requirements of the Municipality or any utility or other authority with jurisdiction over the *Work*, and shall co-ordinate the work of any utility or other authority (whether on or off the *Work Site*) with the *Work* of this *Contract* and avoid any extra cost to the *Owner*.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, the environment, to the preservation of the public health, and to construction safety. The *Contractor* shall provide the *Owner* with copies of all such required notices and related health and safety documents. The *Contractor* shall be deemed to be familiar with the laws, ordinances, rules, regulations and codes relating to the *Work* and if the *Contractor* fails to give the said notices, the *Contractor* shall bear all costs arising out of the *Contractor*'s actions."

SC83 In paragraph 10.2.5, delete the words "The *Contractor*" and substitute the following words: "Subject to paragraph 3.4.1, the *Contractor*".

SC84 In paragraph 10.2.6, delete the words "knowing to be".

SC85 Add new paragraphs as follows:

"10.2.8 The *Contractor* agrees to perform the *Work* in accordance with the policies of the *Owner* and the *Affected Party* which include but are not limited to policies relating to the "Supplier Code of Conduct" and "Health, Safety and Environment" which may have been shared with the *Contractor* in advance or otherwise made available at https://www.bgis.com/ca/suppliers.htm. The *Contractor* further agrees to perform the *Work* in a manner that does not impair, threaten or compromise the relations the *Owner* and the *Affected Party* has with the public, governmental authorities or its respective clients, suppliers, employees and/or competitors.

10.2.9 The *Contractor* shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the *Work*, as installed, conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the *Owner's* occupancy or partial occupancy."

GC 10.4 WORKER'S COMPENSATION

SC86 In paragraph 10.4.1, add after the word "Work," the following words: "with each application for progress payment of".

GC 10.5 BRIBERY

SC87 Add new paragraph 10.5 BRIBERY as follows:

"10.5 As set out in the Supplier Code of Conduct, the payments or offers of bribes and/or facilitation payments (otherwise known as "grease" payments) in connection with the *Contract* is strictly prohibited. *Contractor* agrees, undertakes and declares that, it and its *Subcontractors*, have not made, offered, promised to make, authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of any financial or other advantage or anything else of value, including without limitation the provision of any funds, inducements, services, gifts or entertainment, directly or indirectly to any (a) government official; (b) director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of the *Owner* and/or *Affected Party*; (c) director, officer, employee or agent of the *Owner* and/or *Affected Party* or any of its or their respective affiliate companies; (d) political party, official of a political party, or candidate for public office; (e) agent or intermediary for payment to any of the foregoing; or (f) other person or entity, for the purpose of obtaining, rewarding or influencing the award of this *Contract* or for any improper advantage or improper purpose or where it would be improper for the person to accept such an advantage in connection with the performance of this *Contract*, if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery or anti-money laundering laws applicable to *Owner*, the *Affected Party* and the *Contractor*, including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada), *Foreign Corrupt Practices Act* (US), *Bribery Act 2010* (UK), their respective successor legislation, and/or the anti-corruption or anti-money laundering laws of the *Place of the Work*. *Contractor* agrees to notify the *Owner* immediately upon discovery of any actual or potential failure to comply with any provisions of this clause. In the event of any actual or potential failure to comply with any provisions of this clause, *Owner* may in its discretion (a) direct the *Contractor* to take steps to promptly resolve or otherwise address the non-compliance with this clause; or (b) terminate the *Contract* for cause."

GC11.1 INSURANCE

SC88 Add new paragraph 11.1.8 as follows:

"11.1.8 The foregoing described insurance policy shall include as additional insureds the *Owner*, the *Consultant* and the *Affected Party* (and their respective directors, officers, employees, agents and consultants) with respect to any and all liability arising out of the *Work* or the *Contract.* It must be clearly stated on the policy, the *Owner* be given 30 days written notice of cancellation or any changes to the policy."

GC 11.2 CONTRACT SECURITY

SC89 Add new paragraph 11.2.3 as follows:

"11.2.3 Unless otherwise expressly specified by the *Owner* in writing, the *Contractor* shall provide a performance bond and labour and materials payment bond, each in the amount of 50% of the *Contract Price*, as contract security in accordance with GC 11.2.1 and GC 11.2.2."

GC 12.1 INDEMNIFICATION

SC90 Delete paragraphs 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6 and add the following paragraphs:

"12.1.1 The *Contractor* shall indemnify and hold harmless the *Owner*, the *Affected Party* and the *Consultant*, their respective agents and employees from and against all claims, demands, losses, costs, damages, actions,

suits or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contact.*

12.1.2 Notwithstanding any other term or condition of this *Contract,* the *Contractor* shall indemnify and hold harmless the *Owner* and the *Affected Party* from and against all claims, demands, actions, suits or proceedings by any of the employees of the *Contractor,* or *Subcontractors* or sub subcontractors arising from the *Contractor's* failure to maintain worker's compensation insurance required by the *Contract Documents.* This indemnity shall survive the completion of the *Work* or the termination for any reason of the *Contract.*"

GC 12.2 WAIVER OF CLAIMS

SC91 Delete paragraphs 12.2.4 and 12.2.5 in their entirety.

SC92 Delete paragraph 12.2.3.4 and add the following:

"12.2.3.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean Substantial defects or deficiencies" means those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds:

.1 if the *Contract* Price is $2 million or less, the sum of $50,000, before GST/HST;

.2 if the *Contract* Price exceeds $2 million, the sum of $100,000, before GST/HST.

In any event, "substantial defects or deficiencies" shall include defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*."

GC 12.3 WARRANTY

SC93 In paragraph 12.3.1, add the following words at the end "The warranty on replaced or rectified parts and workmanship shall be extended for a period of 1 year from the date of acceptance by the *Owner* of the replacement or rectification of the parts and workmanship" at the end of the clause."

SC94 In paragraph 12.3.2, delete the word "The" in the first line and substitute the words "Subject to GC 3.4.1, the".

SC95 Delete paragraph 12.3.3 and add the following:

"12.3.3 The *Contractor* shall, at its expense, promptly correct defects or deficiencies in the *Work* which appear prior to and during the warranty periods specified in the *Contract Documents*. The *Contractor* shall remain responsible for the correction of any such defects or deficiencies, notwithstanding the work required to effect such correction commences after or continues beyond the end of the warranty periods."

SC96 In paragraph 12.3.4 delete the words "one year".

SC97 Add new paragraph 12.3.7 as follows:

12.3.7 The *Contractor* agrees that the *Contractor* is able to perform the *Work* and the *Contractor* warrants the *Work* in accordance with the *Contract Documents*."

[END OF SUPPLEMENTARY CONDITIONS]

SCHEDULE “A”

AFFECTED PARTY TERMS