

Part 1 Supplementary Conditions

SC 1.1 REFERENCES

- .1 References and modifications, amendments contained in these Supplementary Conditions, Articles and paragraphs make reference the Articles and paragraphs contained in the Canadian Construction Documents Committee CCDC 2 – 2008 unless specifically stated otherwise.
- .2 All provisions which are not modified by these Supplementary Conditions remain in full effect.
- .3 Articles and paragraphs contained in the Canadian Construction Documents Committee CCDC 2 – 2008 as modified or amended by these Supplementary Conditions are, upon execution, enforceable upon both parties entering into the agreement and of the Agreement.

SC 1.2 ARTICLE A-5 PAYMENT

- .1 Paragraph 5.1; revise to read:

Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages subject to a holdback amount as defined under the Builders' Lien Act of Alberta the *Owner* shall:
- .1 Paragraph 5.1.2; revise to read:

Upon *Substantial Performance of the Work*, pay to the *Contractor* the Major Lien Fund together with such *Value Added Taxes* as may be applicable to such payment, pursuant to the procedure set out in GC 5.5 below in accordance with the Alberta Builders' Lien Act;
- .2 Paragraph 5.1.3; revise to read:

Upon issuance of the final certificate for payment, pay the *Contractor* the unpaid balance of the *Contract Price* and the minor lien fund when due together with such *Value Added Taxes* as may be applicable to such payments, pursuant to the procedure set out in GC 5.7.4 below in accordance with the Alberta Builders' Lien Act.

SC 1.3 DEFINITIONS

- .1 Definition 1.; revise to read:

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* or the *Owner* and signed by the *Owner* directing a change in the *Work* within the general scope of the *Contract Documents*, using the *Consultant's* standard form for Consultant's Recommendation.
- .2 Definition 2.; revise to read:

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor*, using the *Consultant's* standard forms for Proposed Change Notice (PCN) and Change Order (CO), stating the *Owner* and *Contractor* have mutually agreed upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and

- the extent of the adjustment in the Contract Time, if any.

.3 Definition 4.; revise to read:

CONSULTANT

The *Consultant* is the person or entity engaged by the Owner and is identified as such in the Agreement. The *Consultant* is identified as the “Architect” or “Engineer”, or entity licensed to practice in the province or territory at the Place of the Work. The term *Consultant* means the *Consultant* or the *Consultant’s* authorized representative. The *Consultant* is hereby identified as:

Urban Systems Ltd.

.4 Definition 7.; revise to read:

CONTRACT PRICE

For the purposes of this Contract the terms "Contract Price" and "Contract Amount" are identical. The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

.5 Definition 18.; revise to read:

SPECIFICATIONS

The *Specifications* are the portion of the *Contract Documents*; forming a part of the bound documentary information prepared for bidding, negotiating, constructing and completing the *Project*; and consists of the written requirements and standards for *Products*, systems, workmanship, quality, and services necessary for the performance of the *Work*.

.6 Definition 21.; revise to read:

SUPPLEMENTAL INSTRUCTION

A Supplemental Instruction is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. Any written instructions will be issued on the *Consultant’s* standard form for Construction Communication, and will be issued by the *Consultant* to supplement the *Contract Documents* as deemed appropriate for the performance of the *Work*.

SC 1.4 GC 1.1 CONTRACT DOCUMENTS

.1 Paragraph 1.1.7.1, is revised to read:

.1 In the event of conflict within and between the Contract Documents, the order of priority within specifications and drawings are from highest to lowest:

- .1 Agreement - Between *Owner* and *Contractor*,
- .2 Supplementary Conditions,
- .3 Definitions,
- .4 General Conditions of the Stipulated Price Contract,
- .5 Request for Quotation (RFQ) No. Q190503CM and Addenda including Issued for Tender Drawings 2956.0008.01 dated March 22, 2019 and associated Specifications,
- .6 Contractor’s response to RFQ No. Q190503CM and clarifications.

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- .2 Drawings:
- .1 Drawings of larger scale shall govern over those of smaller scale of the same date, then
 - .2 Dimensions shown on drawings shall govern over dimensions scaled from drawings, then
 - .3 Location of utility outlets indicated on architectural detail drawings takes precedence over positions or mounting heights located on mechanical or electrical drawings.
 - .7 Later dated documents shall govern over earlier documents of the same type.
- .2 In the event of conflict between documents, the decision of the *Consultant* shall be final.
- .2 Paragraph 1.1.7.5, add new paragraph:
5. Contract documents are arranged for convenience and clarity only, and are intended to be interpreted as a whole; what is required by one part is required by all:
- Such arrangement does not obligate the *Consultant* or *Owner* as arbiters to establish limits or responsibility between the *Contractor* and Subcontractors.
 - Notwithstanding the order of priority of the documents from highest to lowest noted above; where conflicts arise between documents, the *Consultant* shall determine which requirements will be held to be applicable to the work in question.
- .3 Paragraphs 1.1.11 and 1.1.12, add new paragraphs:
- 1.1.11 Instructions contained in the Specifications are directed to the *Contractor*, and as subsequently directed to Subcontractors by the *Contractor* where applicable.
- 1.1.12 *Contractor* is responsible for the coordination of metric dimensions as shown the drawings and in the specifications, and Products supplied in imperial dimensions.

SC 1.5 GC 1.5 EXCESS ADMINISTRATION

- .1 Article 1.5, add new article and paragraphs:
- 1.5 EXCESS ADMINISTRATION**
- 1.5.1 Where *Substantial Performance* of the work is delayed by acts or omissions of the *Contractor* or the failure of Subcontractors to work to the *Contractors* schedule the *Contractor* will be liable for all excess administration costs incurred by the *Owner*
- .1 The *Owner* may at their sole discretion, deduct administrative costs from any payments made to the *Contractor* under terms and conditions set forth under this *Contract*.
 - .2 This provision will not in any way detract from or affect any other remedy that the *Owner* may have against the *Contractor*.
- 1.5.2 *Contractor* will be responsible to pay all costs incurred by the *Owner* related to the *Consultant's* contract administration costs where the *Contractor* fails to meet the scheduled *Substantial Performance* date as follows:
- .1 The cost of the predetermined fees will be based on an hourly rate of \$185.00 per hour.
 - .2 Charges will commence on the first working day subsequent to the scheduled *Substantial Performance* date indicated in the Bid Form and will conclude on the date when *Substantial Performance for the Work* is actually attained.

SC 1.6 GC 1.6 ADVERTISING AND PUBLIC NOTICES

.1 Article 1.6; add new Article and paragraph”

1.6 ADVERTISING AND NOTICES

1.6.1 The *Contractor* shall obtain the *Owner's* prior written approval for all advertising, written public promotion, press releases and all other publicity of other forms, in which the *Owner's* name, logo's, trademarks or other information proprietary to the *Owner* are used or in which words are used from which any connection to the *Owners'* name, trademarks, logos or other proprietary information may be inferred. The *Contractor* shall not permit any public ceremony in connection with the *Work*, without the prior, written permission of the *Owner*. The *Contractor* shall not erect, place or post any signage or advertisements without the *Owner's* prior written approval.

SC 1.7 GC 2.2 ROLE OF THE CONSULTANT

.1 Paragraph 2.2.19 add new paragraph:

2.2.19 All directions, decisions, instructions, consents and approvals will be in writing. The *Owner* and the *Consultant* assume no responsibility for oral directions, decisions, instructions, consents and approvals.

2.2.20 The *Owner* or the *Consultant*, at their sole discretion, may retract directions, decisions, instructions, consents and approvals where:

- .1 There is an infringement of any condition under which the directions, decisions, instructions, consents or approvals were issued.
- .2 The directions, decisions, instructions, consents or approvals were issued in error.
- .3 The directions, decisions, instructions, consents or approvals were issued based on incorrect or incomplete information.

SC 1.8 GC 2.3 REVIEW AND INSPECTION OF THE WORK

.1 Paragraph 2.3.4; revise to read:

2.3.3 If the *Contractor* covers, conceals or permits to be covered or concealed, work that has be designated for special testing, inspection or approval before such tests, inspections or approvals are complete; the *Contractor* shall, under direction of the either the *Owner* or the *Consultant*, uncover, un-conceal or otherwise expose all *Work* scheduled for special testing, inspections or approvals. The *Contractor* shall also be responsible for recovering or re-concealing all exposed work at the *Contractors'* own expense.

.2 Paragraph 2.3.8, add new paragraph:

2.3.8 Failure of the *Consultant* or of any testing and inspection agency to properly carry out any reviews, testing or inspections of the *Work* or any part thereof, does not relieve the *Contractor* from their responsibility to perform the *Work* in accordance with the Contract Documents and all applicable Federal, Provincial, Municipal, regional and Local Codes, Laws, By-Laws, regulation, guidelines and recommendations of the *Authorities Having Jurisdiction*.

.3 Paragraph 2.3.9; add new paragraph:

2.3.9 The *Contractor* shall pay the *Owner's* cost for the second and any subsequent site visits made by the *Consultant* should the *Contractor* not be prepared for any review or inspection following notification to the *Consultant* requesting review or inspection of the *Work* or any portion thereof be completed and; that results in the *Consultant* being required to make additional site visits to the *Place of Work* to review the *Work* or any portion thereof. The amount of each additional site visit

will be determined by the *Owner* and the *Consultant* and will be deducted from the *Contract Price* on the following monthly application for payment by the *Contractor* and, subsequent to performance of any additional reviews or inspections of the *Work* or any portion thereof made by the *Consultant*.

SC 1.9 GC 3.6 SUPERVISION

- .1 Paragraph 3.1.6; revise to read:
 - 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the Place of Work while work is being performed. Prior to making any changes to the *Contractors* supervisory personnel; The *Contractor* shall provide not less than fifteen (15) working days' notice to the *Owner* and receive the *Owner's* acceptance, in writing, of all changes to supervisory personnel.
- .2 Paragraph 3.6.3; add new paragraph:
 - 3.6.3 The *Owner*, at their sole discretion, either autonomously or, based on the *Consultants'* recommendations, may require the *Contractor* to make changes to supervision where current supervision is deemed unsatisfactory; changes must be acted upon by the *Contractor* within ten (10) working days from the date of notification to the *Contractor* from the *Owner* or the *Consultant*.

SC 1.10 GC 3.9 DOCUMENTS AT THE SITE

- .1 Paragraph 3.9.1; revise to read:
 - 3.9.1 The *Contractor* shall maintain at the *Place of Work* one (1) complete, clean, legible and current set of *Contract Documents*, submittals, instructions, reports, record of meeting minutes and all other Documentation required for the successful completion of the *Work*.
- .2 Paragraph 3.9.2 and 3.9.3; add new paragraphs:
 - 3.9.2 The *Contractor* shall maintain at the *Place of Work* one (1) additional complete, clean, legible and current set of *Contract Documents*, updated under their own accord, by transcribing, tracing, cutting and pasting or copying by other means deemed appropriated by the *Contractor* all, construction documentation issued by the *Consultant* that supplements, clarifies, modifies or changes the *Contract Documents* or any parts thereof.
 - 3.9.3 Neither the *Owner* nor the *Consultant* will be responsible to the *Contractor* for provision of additional *Contract Documents* where the *Contractor* had neglected or refused to maintain a current and complete set of *Contract Documents* as indicated in 3.9.2. above.

SC 1.11 GC 3.10 SHOP DRAWINGS

- .1 Paragraph 3.10.1; revise to read:
 - 3.10.1 The *Contractor* shall provide *Shop Drawings* required by the *Contact Documents* and is responsible to coordinate the requirements of General Condition 3.10 with the General Requirements Section 1.5 Submittal Procedures; The General and detailed requirements of General Requirements Section 1.5 Submittal Procedures shall govern the administrative procedures and requirements of submittals and shop drawings for this project.

SC 1.12 GC 3.11 USE OF THE WORK

- .1 Paragraph 3.11.1; add new paragraph and renumber remaining paragraphs to suit:
 - 3.11.1 The *Contractor* shall assume full responsibility for care, custody and control of the property, premises or, area of work assigned to them for performance of the *Work*.

SC 1.13 GC 3.13 CLEAN UP

- .1 Paragraph 3.13.3; revise to read:
- 3.13.3 Prior to application for final payment, the *Contractor* shall remove from the *Place of Work* all remaining tools, *Construction Equipment*, *Temporary Work* and, legally dispose of, or recycle all remaining construction waste, debris and other deleterious items, other than those resulting from work performed by the Owner or, the Owners' forces, *Contractors* or employees.

SC 1.15 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Delete GC 5.1 in its entirety.

SC 1.16 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Paragraph 5.2.1; revise to read:
- 5.2.1 Application for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses, and as follows:
- .1 Each application for payment made by the *Contractor*, subsequent to the first monthly application and, where payment for the first application has been made by the *Owner* and received by the *Contractor*, shall have a Statutory Declaration attached using CCDC 9A or such other formats acceptable by Federal, Provincial, Municipal and Local Laws, Codes and Authorities Having Jurisdiction and in a form satisfactory to the *Owner*, clearly indicating and verifying that all accounts for labour, subcontracts, *Products*, construction machinery and equipment, and other indebtedness which were covered by each previous application for payment and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- .2 Paragraph 5.2.4; revise to read:
- 5.2.4 The *Contractor* shall submit to the *Consultant* not more than fourteen (14) working days prior to the first Application for Payment, a complete and itemized schedule of values in accordance with mutually agreed upon Work Breakdown Structure and is to include milestones, deliverables, and trade deliverables for the various parts of the *Work*, *all portions thereof* and comprising of individual amounts, the sum of which shall equal the total *Contract Price* amount; aiding in evaluation for payment. The *Contractor shall* identify any *Value Added Taxes* as a separate line item. Included in the Schedule of value shall be an amount for provision of deficiencies, record drawings, operation and maintenance manuals and separate line items for special warranties and guarantees including but not limited to: ARCA, AWMAC, special finishes warranties, painting and other warranties as required by the *Specifications* and Closeout Submittals as per General Requirements Section 1.20.
- .3 Paragraphs 5.2.8, 5.2.9, 5.2.10 and 5.2.11; add new paragraphs:
- 5.2.8 The value for work that is, in the opinion of the *Consultant*, deemed to be incomplete, defective or, deficient will be deducted from the total value of the work completed to date in order to reach the value of the progress payment payable to the *Contractor* and as follows:
- .1 All deducted amounts will be withheld until work identified as being incomplete, defective or, deficient has been completed or defects and deficiencies have been corrected.
- .2 All deducted amounts will be valued at not less than 200% of such amount deemed sufficient to complete or correct all incomplete, defective

or, deficient work, or other amount as agreed upon between the *Contractor* and the *Owner*.

.3 The *Owner* shall have the right to request a review of the value of all incomplete, defective or, deficient work, and where deemed necessary, conduct an independent audit in order to verify that amounts withheld reflect the actual value required to complete or correct the work.

5.2.9 The *Contractor* shall, when required by the *Consultant*, submit all receipts; Statutory Declarations and all other documentation clearly indicating the all payments for labour and for material, and acknowledgement of payment have been received by Subcontractors or suppliers.

5.2.10 With each application subsequent to the first; The *Contractor* shall submit, a Statutory Declaration using CCDC 9A or such other formats acceptable by Federal, Provincial, Municipal and Local Laws, Codes and Authorities Having Jurisdiction and in a form satisfactory to the *Owner*, stating that all payments due to Subcontractors, suppliers and workers for Work completed and materials provided up to and including the last working day of each month immediately preceding and that is covered by the current application, has been made.

SC 1.17 GC 5.3 PROGRESS PAYMENT

.1 Add the following to the end of paragraph 5.3.1.2:

5.3.1.2 If, after a Certificate for Payment has been issued by the *Consultant* and, prior to payment to the *Contractor* by the *Owner*, the *Consultant*, on the basis of new information, that the amount certified for payment is in excess of or, not sufficient for the amount of Work actually performed at the Place of Work, the *Consultant* will, immediately upon verification of the Work performed, notify the *Contractor* and the *Owner* of actual work performed vs. the amount certified for payment and issue a revised Certificate for Payment to the *Owner*.

.2 Paragraph 5.3.2; add new paragraph:

5.3.2 The *Owner* may deduct from payment owing to the *Contractor* all costs the *Owner* as reasonable incurred as a result of the *Contractor's* negligence or breach of Contract, which the *Owner* has incurred on the *Contractor's* behalf.

SC 1.18 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Paragraph 5.4.1; revise to read:

5.4.1 When, in the opinion of the *Contractor*, the *Work* of the *Project* has been substantially performed, the *Contractor* shall prepare and submit to the *Consultant* the following:

.1 A clear, concise and comprehensive list, including all anticipated values for work remaining to be completed or corrected, coordinate list and associated values with General Requirements Section 1.19 Closeout Procedures.

.2 A *Certificate of Substantial Performance* of the *Work*, in accordance with the *Builders Lien Act of Alberta*, for verification by the *Consultant*; the *Contractor* shall post the *Substantial Performance* in a highly visible and conspicuous location at the *Place of Work* not more than three (3) working days from that date indicated on the *Certificate of Substantial Performance*.

.2 Paragraph 5.4.2, revise to read:

5.4.2 To verify the validity of the *Contractor's* application, the *Consultant* shall promptly and not later than ten (10) working days after receipt of the *Contractor's* list and *Certificate of Substantial Performance of the Work*, shall:

.1 Conduct a review and assessment of the *Work* and notify the *Contractor* in writing if the *Contractors'* application for *Substantial Performance of*

the Work is accepted, or provide reasons for not accepting the *Certificate*.

- .2 Issue a *Certificate for Payment for the Major Lien Fund* and provide a copy of the *Contractor's Certificate of Substantial Performance of the Work* to the *Owner* and the *Contractor* in the event of acceptance of the *Contractor's* application or,
- .3 Notify both the *Owner* and the *Contractor* in writing, clearly indicating that the *Work* has not been substantially performed and provide reasons for not accepting the *Contractors'* application.

SC 1.19 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Paragraph 5.5.1; revise to read:
 - 5.5.1 Once the *Consultant* has verified the *Contractor's* application for *Substantial Performance of the Work*; the *Contractor* shall provide a Statutory Declaration using CCDC 9A or such other formats acceptable by Federal, Provincial, Municipal and Local Laws, Codes and Authorities Having Jurisdiction and in a form satisfactory to the *Owner*, clearly indicating that that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness that may have been incurred by the *Contractor* up to and including the date indicated on the *Certificate for Substantial Performance of the Work*; and for which the *Owner* might in any way be held responsible, have been paid in full.
- .2 Delete paragraph 5.5.2 in its entirety.
- .3 Paragraph 5.5.3; revise to read:
 - 5.5.3 The *Owner* shall within ten (10) working days of the date indicated on the *Certificate for Payment of the Major Lien Fund* amount, deposit the *Major Lien Fund* amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- .4 Paragraph 5.5.4; revise to read:
 - 5.5.4 Where a *Certificate of Substantial Performance of the Work* has been issued for that *Work*, and if a period of forty five (45) calendar days has expired from the date of the issue of the *Certificate of Substantial Performance of the Work*, and if no *Builders' Liens* have been registered for the *Work* under the *Contract*, the *Owner* will release the *Major Lien Fund* to the *Contractor*.
- .5 Paragraphs 5.5.5; revise to read:
 - 5.5.5 Where a *Builders' Lien* has been registered for the *Work* under the *Contract*, the *Owner* will not make any further payments to the *Contractor* until that *Builders' Lien* has been discharged from the *Work*.

SC 1.20 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- .1 Paragraph 5.6.1; revise to read:
 - 5.6.1 When the *Contractor* or the *Subcontractor* is of the opinion that the work of the *Subcontractor* is substantially performed, the *Contractor* or that *Subcontractor* shall prepare and submit to the *Owner*, with a copy to the *Consultant*:
 - .1 A clear, concise and comprehensive list, including all anticipated values for work remaining to be completed or corrected, coordinate list and associated values with General Requirements Section 1.19 Closeout Procedures.
 - .2 A *Certificate of Substantial Performance of the Work*, in accordance with the *Builders Lien Act of Alberta*, for verification by the *Consultant*; the *Contractor* shall post the *Substantial Performance* in a highly visible and

conspicuous location at the *Place of Work* not more than three (3) working days from that date indicated on the *Certificate of Substantial Performance*.

.2 Paragraph 5.6.2; revise to read:

5.6.2 To verify the validity of the Subcontractor's application, the *Consultant* shall; not later than ten (10) working days after receipt of the *Contractor's* list and *Certificate of Substantial Performance of the Work*, shall:

.1 Issue a Certificate for Payment of that Subcontractor's portion of the Major Lien Fund and will promptly and without delay provide a copy of the Certificate for Payment to the *Owner*, the *Contractor* and that Subcontractor, or

.2 Advise the Subcontractor, the *Contractor* and the *Owner* in writing that the Subcontractor's work is not substantially performed and provide reasons for non-acceptance.

.3 Paragraph 5.6.3; revise to read;

5.6.3 After the certification of the *Certificate of Substantial Performance of the Work* of that Subcontractor's work, the Subcontractor shall submit CCDC 9B – Statutory Declaration or such other formats acceptable by Federal, Provincial, Municipal and Local Laws, Codes and Authorities Having Jurisdiction and in a form satisfactory to the *Owner*, stating that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness that may have been incurred by the Subcontractor in the *Substantial Performance* of that Subcontractors' portion of *Work*; and for which the *Owner* or the *Contractor* might in any way be held responsible, have been paid in full, except for amounts properly retained as a holdback or identified as an amount in dispute.

.4 Paragraph 5.6.4; revise to read:

5.6.4 Where a *Certificate of Substantial Performance of the Work* has been issued for that Subcontractor's work, and if a period of forty five (45) calendar days has expired from the date of the issue of the *Certificate of Substantial Performance of the Work*, and if no Builders' Liens have been registered for the *Work* under the *Prime Contract*, the *Owner* will release that Subcontractor's portion of the Major Lien Fund to the *Contractor*, and if no Builders' Liens have been registered under the *Contract* the *Contractor* will promptly and without delay release that portion of the Major Lien Fund to that Subcontractor.

.5 Paragraph 5.6.5; revise to read:

5.6.5 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such Certificates, the *Contractor*, and that Subcontractor shall ensure that such subcontract work and *Products* are protected pending the issuance of a final Certificate for Payment, and be responsible for the correction of all defects and all work not performed; regardless of whether or not such was apparent when such Certificates were issued.

SC 1.21 GC 5.7 FINAL PAYMENT

.1 Paragraph 5.7.4; revise to read:

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and subject to no Builders' Liens being registered for the *Work* under the *Contract*, the *Owner* shall; at the expiration of the forty five (45) days from total performance of the *Work* referred to in the Builders' Lien Act, pay to the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

.2 Paragraph 5.7.5; Add new paragraph:

5.7.5 The *Contractor* shall not be entitled to partial payments for any work undertaken to complete, replace or, correct all incomplete, deficient or damaged work indicated as such on the list provided in accordance with GC 5.4. –
SUBSTANTIAL PERFORMANCE OF THE WORK between the date Substantial Performance is attained and the date of issue of the Final Certificate.

SC 1.22 GC 5.8 WITHHOLDING OF PAYMENT

.1 Paragraph 5.8.2, 5.8.3 and 5.8.4; add new:

5.8.2 Requests for Interpretation (RFI): Requests made by the *Contractor* and responded to by the *Consultant* in accordance with the *Consultant's* third party obligations for provision of interpretation of the *Contract Documents* listed in Article A-3 of the Agreement and; Requests referencing or, pertaining to items that are not identified or, clearly noted on the *Drawings* or included within the *Contract Documents*; all requests referencing or pertaining to items that cannot be determined by the *Contractor* or Subcontractors after the *Contractor* and Subcontractors have exhausted every reasonable means available to them, in performing their due diligence to locate and identify all required information and, that is not conspicuous, obvious or, apparent in the *Contract Documents* or, becomes apparent after performing subsequent site reviews by the *Contractor* and Subcontractor, and that is deemed to be information, in the opinion of the *Contractor*, essential to performance of the *Work* the *Consultant* is under no obligation and, will not provide any interpretations for enquiries or questions arising from documents other than those listed in Article A-3 of the Agreement.

5.8.3 The *Consultant*, at their sole discretion may determine that specific RFI's issued by the *Contractor* are unnecessary, and shall, in responding to unnecessary RFIs, provide notification to the *Contractor* that the identified specific RFI's are, in the opinion of the *Consultant*, deemed to be unnecessary, providing the reasons for the *Consultant's* determination in each instance:

- .1 If the *Contractor* continues to issue unnecessary RFI's after having received notification from the *Consultant*, the *Consultant* reserves the right to invoice the *Owner* for an additional administrative cost of not less than \$500.00 in Canadian funds per instance for responding to each subsequent RFI that, in the opinion of the *Consultant*, is deemed unnecessary.
- .2 The *Consultant* will notify the *Contractor* and *Owner* of each instance where such additional administrative cost is charged.
- .3 The *Owner* shall reimburse the *Consultant* for the total of all such identified additional administrative costs on a monthly basis.
- .4 The monthly total of all such additional administrative costs shall be charged to the *Contractor* and deducted by the *Owner* from the *Contractors* monthly Application for Payment.

5.8.4 The *Consultant's* response to an RFI shall have the same meaning and effect on the Contract as a Supplemental Instruction or Site Instruction.

SC 1.23 GC5.10 RIGHT TO SET-OFF

.1 Article 5.10, add new Article and Paragraphs:

5.10 RIGHT TO SET-OFF

5.10.1 The *Owner*, at their sole discretion, and without prejudice to any other rights, given or implied, available at law or under this Contract, is entitled to set-off all amounts payable under the *Contract* to the *Contractor* including all expenses and damages, owed to the *Owner* by the *Contractor*.

5.10.2 Without limiting the generality of the foregoing, GC 13.1- COMPLIANCE or, any other right or remedy, given or implied available at law or under this *Contract* to the *Owner*, if a Builders lien in respect of the *Work* of this *Contract* is registered against the title and has not been discharged within ten (10) working days after notice by the *Owner* to the *Contractor* to discharge all such liens, then the *Owner*, at their sole discretion, may settle and pay the claim or, at the *Owners'* sole discretion, may make application into court and make payments necessary to discharge all liens registered in respect to the *Work* of this *Contract*. All amounts paid by the *Owner* to obtain a full and complete discharge of all liens shall be paid by the *Contractor*; the *Owner* will deduct all such amounts, including all legal fees and costs, from payments otherwise due to the *Contractor*.

SC 1.24 GC 5.11 PAYMENT FOR LABOUR, MATERIAL, POWER TO RETAIN MONEY ON DEFAULT OF CONTRACT OR PAYING FOR LABOUR

.1 Article 5.11; add new article and paragraph:

5.11 PAYMENT FOR LABOUR, MATERIAL, POWER TO RETAIN MONEY ON DEFAULT OF CONTRACT OR PAYING FOR LABOUR

5.11.1 The *Contractor* shall promptly pay for all labour, services, equipment, supplies, and materials in or about the construction of the works, including in such indebtedness any sum due for the labour or services of any sub-*Contractor*, foreman, worker, labourer, or other person or for the use, rent or hire of plants or machinery, or any sum due for services, equipment, supplies, or materials, including camp supplies used in, upon, in respect of, or about the works, or any portion thereof, whether due from the *Contractor* or any sub-*Contractor*.

5.10.2 In the event of failure by the *Contractor* at any time to make such payments, or if the *Owner* has reason to believe that such payments will not be promptly paid or made, the *Owner* may:

- .1 Retain out of any monies due to the *Contractor* from the *Owner*, all such amounts as the *Owner* may deem sufficient to satisfy the same, or
- .2 Pay the *Contractor* the monies due him in installments, giving him from time to time notice of such claims requesting him to pay the same and withholding the balance until the same are satisfied or
- .3 The *Owner* may pay all or any of such payments, sums or claims, rendering to the *Contractor* the balance due him after deducting the payments.

5.10.3 When the liabilities of the *Contractor* under this Contract exceed the monies owing by the *Owner*, the *Contractor* and his Surety shall pay all such claims as are certified by the *Owner* to be correct.

SC 1.25 GC 5.12 CONTRACT CANCELLATION

.1 Article 5.12, add new Article and Paragraphs:

5.12 CONTRACT CANCELLATION

5.12.1 The *Owner*, at their sole discretion, shall have the right to cancel all *Work* which remains incomplete or unperformed provided; written notification is delivered to the *Contractor* not less than five (5) working days prior to the *Owner* exercising their right to cancel the *Contract*.

5.12.2 The *Contractor* shall be entitled to the following in the event the *Owner* exercises their right to cancel the *Contract*:

- .1 Reimbursement, where applicable, for all items of Work completed and, products, components and items delivered to the *Place of Work* at valued at unit rates currently supported by the industry, and for lump sum items, on the basis of the portion of all lump sum work completed at the effective date of termination;
 - .2 Reimbursement for all costs incurred by the *Contractor* for Work in progress, including expenses, during the course of the Work and, not otherwise recovered pursuant to sub-paragraph .1 above; and
 - .3 Reimbursement for all verifiable costs and expenses directly caused by the cancellation.
- 5.12.3 Ownership and title for which reimbursement is made to the *Contractor* shall vest in the *Owner*.
- 5.12.4 The *Owner* shall not be held responsible or liable to the *Contractor* in any way for consequential losses, loss of business opportunity or loss of anticipated profit for that portion of the Work having been cancelled.
- 5.12.5 GC 5.11 – CONTRACT CANCELLATION shall not apply to situations and instances in which the *Owner* is entitled, in accordance with GC 7.1 – OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE *CONTRACTOR'S* RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT, to terminate the *Contract* where the *Contractor*, in the *Owner's* opinion, is deemed to be in default.

SC 1.26

GC 5.13 THE OWNERS RIGHT TO SUSPEND THE WORK

.1

Article 5.13; Add new article and paragraphs:

5.13 THE OWNERS RIGHT TO SUSPEND THE WORK

- 5.13.1 The *Owner* shall have the authority to delay or suspend the work, in whole or in part, for such period as the *Owner* may deem necessary, due to the following:
- .1 Any condition that is, in the opinion of the *Owner*, considered unfavorable for the prosecution of the Work.
 - .2 Failure of the *Contractor* to carry out orders provided to them by the *Owner* or the *Owner's* authorized representatives.
 - .3 Failure of the *Contractor* to perform any duty, requirement or provision of the Contract.
- 5.13.2 Upon the termination of such delay or suspension or upon the removal of the cause thereof, or upon the *Contractor* receiving notice from the *Owner* or its authorized representatives requiring the *Contractor* to resume the Work, The *Contractor* shall immediately and without undue delay resume all operations and diligently carry on the same.
- 5.13.3 Such delay or suspension may be implemented by the *Owner* and shall not vitiate, invalidate or void this *Contract*, or any part thereof, or any security or obligation for the performance thereof, nor shall the *Contractor* be entitled to make any claim for damages by reason thereof.

SC 1.27 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

.1 Paragraph 6.1.2; revise to read:

6.1.2 The *Contractor* shall not perform a change in the *Work*, or any part thereof, prior to receipt of a fully executed, signed and dated *Change Order* or *Change Directive*.

SC 1.28 GC 6.2 CHANGE ORDER

.1 Paragraph 6.2.2; revise to read:

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective when the *Change Order* is recorded, signed and dated by both the *Owner* and *Contractor*. The Value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.

.2 Paragraph 6.2.3; add new paragraph:

6.2.3 After receipt of a fully executed, signed and dated *Change Order* as identified in 6.2.2 above the *Contractor* shall provide, on all subsequent Applications for Payment, a separate, sequentially numbered and itemized list of authorized changes to the *Work* indicating the following:

- .1 The *Consultant's Change Order* Number and title.
- .2 Corresponding Proposed Change Notice (PCN), if any, including the *Consultant's* PCN Number.
- .3 Description of the authorized change in the *Work*.
- .4 Date of Authorization.
- .5 Percent Complete and Percent complete amounts for all work performed in relation to the change.
- .6 Total amount of the *Change Order*.
- .7 The *Contractor* may include other information as deemed necessary to properly track and account for all work completed in relation to the Change in the *Work*.

.3 Paragraph 6.2.4, 6.2.5, 6.2.6 and 6.2.7; add new paragraph:

6.2.4 The value of any change shall be determined by one or more of the following methods, as selected by the *Owner*:

.1 Lump Sum:

By acceptance of a lump sum, properly itemized and supported by Subcontractors', Sub-subcontractors' and Suppliers' signed quotations and other substantiating data as may be required by the *Owner* to permit evaluation.

Overhead and profit shall be calculated as a percentage of the sum of the actual costs to the *Contractor*, Subcontractor, and sub-Subcontractor for materials, labour and equipment employing the following maximum amounts on extra work authorized by the *Owner*:

- .1 For work performed by the *Contractor's* own forces, the *Contractor* shall be entitled to 10% for overhead and profit on the actual cost of material and labour.
- .2 For work performed by Subcontractors:
 - Each Subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

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- The *Contractor* shall be entitled to 5% of the Subcontractor's total.
- .3 For work performed by sub-Subcontractors:
- Each sub-Subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.
 - Subcontractor shall be entitled to 5% of the sub-Subcontractor's total.
 - The *Contractor* shall be entitled to 5% of the above total.
- .4 If a change results in a decrease in cost, the amount of credit to be given to the *Owner* by the *Contractor* shall be the amount of the actual decrease without deduction of overhead and profit.
- .2 Unit Rate Price:

In cases of extra work to be paid for under Cost Plus Percentage, the *Contractor* shall keep and present in such form as the *Owner* may direct, a correct account of the actual quantities related to each of the agreed upon unit prices, together with vouchers. The *Owner* shall certify as to the amount due the *Contractor*.

- .3 Cost Plus Percentage:

In cases of extra work to be paid for under unit rate pricing, the *Contractor* shall keep and present in such form as the *Owner* may direct, a correct account of the actual cost of labour, materials, and equipment, together with vouchers. The *Owner* shall certify as to the amount due the *Contractor*.

- 6.2.5 In respect of the cost labour required as a result of a *Change Order*, the amounts actually paid to the employees of the *Contractor*, Subcontractor, or sub-Subcontractor including the actual labour rate involved plus the payroll burden applicable to such employees as evidenced by the applicable agreement (union association or employment) and the applicable government assessments and statutory charges. Where collective agreements do not apply the rates for payroll burden cost shall not exceed 35% of the actual rates for base labour cost, and as follows:

- .1 Overhead is defined as including the following:
- Operation and maintenance of head offices, branch offices, and site offices;
 - Administration at head offices, branch offices, and site offices;
 - General management, legal and accounting services, invoicing and auditing;
 - Photocopies, fax, mailing, and courier, telephone and all related clerical costs;
 - Buying organization, corporate tax, taxes, duties and levies;
 - Interest, financing and other bank charges;
 - Bonding, insurance, and guaranties or warranties;
 - Salaries and other compensation of off-site personnel; salaries and other compensation of on-site superintendents;
 - Planning, estimating, scheduling of work, and re-assignment of manpower;
 - Expendable and non-expendable small tools, including maintenance thereof;
 - Recruitment and training of on-site staff;

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- Company and project vehicles;
 - Safety including safety meetings;
 - Travel and subsistence costs;
 - Quality assurance or quality control
 - Production of record documents, and
 - All other miscellaneous and incidental costs not defined as direct costs.
- .2 The *Owner*, together with the *Contractor*, will establish a mutually agreeable set of criteria at the onset of the *Project* to establish a fixed reference for direct and overhead costs not already identified within the General Conditions, and which are associated with changes to the *Contract*.
- 6.2.6 If a change involves both extras and credits; and results in an increase in cost, overhead and profit shall be allowed only on the net increase.
- 6.2.7 The *Contractor* shall include in any proposal for change, a statement as to the effect the proposed change will have on the *Contract Time*.

SC 1.29 GC 6.3 CHANGEDIRECTIVES

.1 Paragraph 6.3.1; revise to read:

- 6.3.1 Where the *Owner* requires the *Contractor* to proceed with a change in the *Work* before the *Owner* and *Contractor* have agreed upon the correlating adjustment to *Contract Price*, *Contract Time*, or both, the *Consultant* on behalf of the *Owner* will issue a *Change Directive* using the *Consultant's* standard form for *Change Directives*:
- .1 All *Change Directives* or any such notice requires the *Contractor* to proceed with the change in the *Work* immediately and, to submit to the *Consultant* within ten (10) working days, a complete and itemized valuation of the directed change to the *Work*.
- .2 Where a *Change Directive* is issued to the *Contractor* providing instruction to proceed with a change to the *Work* on a reimbursable, time and material basis, the *Contractor* shall prepare and submit daily time sheets that shall be reviewed and signed by the *Consultant* and the *Owner* and; shall also submit a detailed and itemized cost breakdown for the *Change*, which shall be used to substantiate or justify its reimbursable, time and material claim, and which the *Consultant* and the *Owner* will use for review and evaluation of the *Contractor's* claim for reimbursable, time and materials work related to the change; include the following:
- A complete listing of Materials incorporated into the change including identification of each specific item, corresponding quantity, unit price and corresponding price extension;
 - A complete listing of all workers involved in the change with associated expended man hours and the corresponding labour price;
 - A list of equipment required to perform the change and the corresponding costs;
 - An identification of overhead and profit for the *Contractor* and Subcontractors.
 - Invoices for all Materials incorporated into the change and equipment required to complete the change.
 - Timesheets for all workers involved in the change.

SC 1.30 CG 6.5 DELAYS

.1 Paragraph 6.5.1; revise to read;

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or any person, firm agency employee or anyone engaged, either directly or indirectly, that is contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall, upon *Contractor* review of the current construction schedule to investigate and verify that; any such action or omission materially affects the overall construction completion date identified in the accepted construction schedule, be extended for such reasonable time as may be recommended by the *Consultant* in consultation with the *Contractor*. The *Contractor* shall be entitled to reimbursement from the *Owner* for all reasonable direct costs verifiably attributable to the delay; such reimbursement shall be exclusive of all consequential, indirect or special damage costs.

.2 Paragraph 6.5.6; add new paragraph:

6.5.6 The *Contractor* shall maintain and protect all *Work* during the entire duration of the delay in Performance of the *Work*.

SC 1.31 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

.1 Paragraph 7.1.7; add new paragraph:

7.1.7 The Owner, in its sole discretion, shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the *Work* or terminate the *Contract* by providing not less than five (5) *Working Days'* notice in writing to the *Contractor*. In the event of such cancellation or termination, subject to the terms and conditions of this *Contract*, the *Contractor* shall be entitled to reimbursements as follows:

- .1 Reimbursement, where applicable, for all items of *Work* completed and, products, components and items delivered to the *Place of Work* at valued at unit rates currently supported by the industry, and for lump sum items, on the basis of the portion of all lump sum work completed at the effective date of termination;
- .2 Reimbursement for all costs incurred by the *Contractor* for *Work* in progress, including expenses, during the course of the *Work* and, not otherwise recovered pursuant to sub-paragraph .1 above; and
- .3 Reimbursement for all verifiable costs and expenses directly caused by the cancellation.

Ownership and title for which reimbursement is made to the *Contractor* shall vest in the *Owner*. The *Owner* shall not be held responsible or liable to the *Contractor* in any way for consequential losses, loss of business opportunity or loss of anticipated profit for that portion of the *Work* having been cancelled.

.2 Paragraph 7.1.8; add new paragraph:

7.1.8 Notwithstanding any provision of this *Contract*, The owner shall not be liable to the *Contractor*, in the event of breach of *Contract*, in tort or under any other theory of law in relation to this *Contract*, for consequential or indirect loss or damages, loss of business opportunity or loss of anticipated profit.

SC 1.32 GC 9.3 ARTIFACTS AND FOSSILS

.1 Paragraph 9.3.1; revise to read:

9.3.1 Except as legislated by the Alberta Historical Resources Act, R.S.A. 2000, c. H-9 and all published amendments, where all archaeological, historic, provincial or paleontological resources vests in the Province of Alberta; all Fossils, coins, articles of value or antiquity, structures and all other remains or items of scientific

or historic interest discovered at the *Place or Work*, not governed by the Historical Resources Act, R.S.A. 2010 shall vest in the *Owner*.

SC 1.33 GC 9.4 CONSTRUCTION SAFETY

.1 Paragraph 9.4.2; add new paragraph

9.4.2 The *Contractor* shall for the purposes of the Occupational Health and Safety Act (Alberta) and for the duration of the Work of this Contract:

- .1 Be the "Prime *Contractor*" for the "Work Site", and
- .2 Meet all requirements of the Occupational Health and Safety Act and Regulations, Workers Compensation Board legislation, the Fire Code legislation and all other applicable laws that govern work place safety.
- .3 The *Contractor* shall direct all Subcontractors, sub-Subcontractors, Other *Contractors*, employees, suppliers, workers and any other persons at the "Work Site" on safety related matters, to the extent required to fulfill its "Prime *Contractor*" responsibilities pursuant to the Act, regardless of:
 - .1 Whether or not any contractual relationship exists between the *Contractor* and any of these entities; and,
 - .2 whether or not such entities have been specifically identified in this Contract.

SC 1.34 GC 10.2 LAWS, NOTICES, PERMITS AND FEES

.1 Paragraph 10.2.2; revise to read;

10.2.2 The *Owner* shall obtain and pay for development approvals, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*, except as follows:

- .1 The *Owner* has made application and has paid for the Building Permit.
- .2 The *Contractor* shall obtain and pay for; on behalf of the *Owner*, any other permits required for the Performance of the *Work*.

SC 1.35 GC 11.1 INSURANCE

.1 GC 11.1.1.4; Add the following after the first sentence;

11.1.1.4 "...Such policy shall include 'resultant damage' coverage with respect to any exclusion of faulty workmanship, design or materials"

.2 Add the Paragraphs 11.1.9, 11.1.10, 11.1.11 and 11.1.12:

11.1.9 All insurance policies shall also cover as unnamed insureds, all directors, officers and employees of the insureds.

11.1.10 All insurance policies shall contain a clause waiving every right of the subrogation any the insurance company against the Owner and other insureds arising out of or in any way connected with the performance of this Contract.

1.1.11 All insurance policies shall contain a clause providing that the rights of the Owner under any provision of the insurance policy shall not be prejudiced by any default or violation by the *Contractor* or by any other person or party insured by the policy.

11.1.12 insurance coverage shall be endorsed to provide the Owner with thirty (30) days prior written notice of cancellation. Evidence of renewal of coverage shall be provided to the Owner prior to expiry.

SC 1.36 GC 11.2 CONTRACT SECURITY

.1 Paragraph 11.2.1; revise to read:

11.2.1 Prior to beginning the Work or, within the specified time, the *Contractor* shall provide to the Owner with all Contract securities as follows:

– Performance Bond and Labour and Materials Payment Bond for fifty percent (50%) of the *Contract Price*.

SC 1.37 GC 12.1 INDEMNIFICATION

.1 Paragraph 12.1.1; revise to read:

12.1.1 The *Contractor* shall indemnify and hold harmless the Owner, its officers, directors, employees, consultants and agents from any and all liabilities, claims, suits, actions, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the *Contract* or of the *Work* by the *Contractor*, its Subcontractors, sub-Subcontractors, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Contractor* for *Performance of the Work* of this *Contract*, and for whom the *Contractor*, under the provisions of this Contract, is responsible for, provided such claims are:

.1 caused by the neglect, acts of omissions or, breaches of contract or fault of the *Contractor* or of its Subcontractors, sub-Subcontractors, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Contractor* for *Performance of the Work* or anyone whose acts the *Contractor* may be liable; and

.2 sued upon within a period of two (2) years from the date of Substantial Performance of the Work or within such longer period of time as may be prescribed by the limitation statute of the Province of Alberta.

.2 Paragraph 12.1.2; revise to read:

12.1.2 The *Contractor* shall hold the Owner harmless from and against all claims, demands, losses, costs (including costs on a solicitor and his own client basis), damages, actions, suits or proceedings arising out of the *Contractor's* performance of the Contract which give rise to an infringement or alleged infringement of any intellectual property right, including but, not limited to copyright, trademark, patent or invention.

.3 Delete paragraphs 12.1.3, 12.1.4 and 12.1.5 in their entirety.

SC 1.38 GC 12.2 WAIVER OF CLAIMS

.1 Paragraph 12.2.11; add new paragraph:

12.2.11 GC 12.2 – WAIVER OF CLAIMS is subject to the provisions of the Limitations Act of Alberta; R.S.A 2000; C L-12 and all published amendment.

SC 1.39 GC 12.3 WARRANTY

.1 Paragraph 12.3.1; revise to read:

12.3.1 The warranty period under the *Contract* shall not be less than one (1) year from the date of *Substantial Performance* of the Phase 3 *Work* is attained in accordance with Article GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK or other such periods specified in the *Contract Documents* for specific portions of the Work:

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- .1 Notwithstanding the provisions of paragraph 12.3.6 and subject to the requirements of paragraph 12.3.2, the *Contractor* shall immediately and without delay, correct, repair, replace or otherwise make good all defects and deficiencies in the *Work* which become apparent prior to and during all specified warranty periods at no additional cost to the *Owner*.
- .2 Except and provided under the Builder's Lien Act of Alberta permitting *Substantial Performance* of Subcontractors work prior to *Substantial Performance* of the total *Work*, the commencement date for warranties applicable to that Subcontractors work shall be the date of *Substantial Performance* for the total *Work* of the *Contract*, but in no instance be before the item being warranted is complete and has been reviewed or inspected, and accepted.
- .2 Subparagraph 12.3.6.1; add new subparagraph
12.3.6.1 Product warranties specified in the individual specification sections that occur in excess of one (1) year shall have a commencement date starting from the date of *Substantial Performance for the total Work* as indicated in paragraph 12.3.1, but in no instance shall be before the item being warranted is complete and has been reviewed or inspected, and accepted.
- .3 Paragraph 12.3.7; add new paragraph:
12.3.7 The warranty period defined in GC 12.3, will commence from the date of verification by the *Consultant* of *Substantial Performance of the Work* of the Trade Contractor in question.
- .4 Paragraph 12.3.8; add new paragraph:
12.3.8 In accordance with the Builders' Lien Act of Alberta; where the words "certified by the *Consultant*" are used in this *Contract* in reference to *Substantial Performance*, shall mean "certified by the *Contractor*/Subcontractor and verified by the *Consultant*."
- .5 Paragraph 12.3.9; add new paragraph:
12.3.9 Where defects or deficiencies under warranty of this *Contract* are deemed critical in nature and have the potential to have adverse effects on health or life safety to occupants, employees, staff, public or all other persons or entities occupying, working in or, in reasonable proximity thereof or, adversely affects the regular and intended operation of the building, structure or facility in a substantial manner and, the *Contractor*, refuses, neglects or is in any way non-responsive in addressing, correcting, repairing or replacing such defects or deficiencies within a timeframe deemed acceptable to the *Owner* and the *Consultant*; the *Owner*:
.1 Reserves the right to engage a separate person, firm, agency or entity as deemed appropriate for the correction, repair or replacement of the defective or deficient item and,
.2 Were such corrections, repairs or replacements, in the opinion of the *Consultant*, are deemed warrantable under the Terms and Conditions of this *Contract*, the *Owner* reserves the right to submit all such verifiable costs to the *Contractor* for reimbursement and,
.3 The *Contractor* agrees and clearly understands the terms and conditions provided in paragraph 12.3.9 and undisputedly agrees to reimburse all such verifiable costs to the *Owner* for all such deficient and defective items deemed warrantable by the *Consultant*.

SC 1.40 PART 13 COMPLIANCE

- .1 Part 13 Compliance; add new Part, Articles and Paragraphs:

PART 13 COMPLIANCE

CG 13.1 COMPLIANCE

- 13.1.1 The *Contractor* shall be responsible for the organization, notifications, and all arrangements required to ensure all inspections, tests, reviews and approvals required by the *Contract Documents* and Authorities Having Jurisdiction are executed in accordance with the Contract Document, Codes, Laws and By Laws and recommendations as applicable to the *Place of Work*. The *Contractor* shall ensure notification is provided to the *Owner* in relation to notifications, arrangement, inspections, testing, reviews and approval in relation ongoing work.
- 13.1.2 In addition to the *Contractor's* obligations under Part 9 PROTECTION OF PERSONS AND PROPERTY, the *Contractor* shall ensure during the construction of any roads, services, site works, and buildings and structures and all other improvements required for the Performance of the Work, prevention of the release or disposal of silt, raw concrete, leachate, toxic construction debris and all other deleterious substances into any natural drainage system or waste removal process. It remains the responsibility of the *Contractor* to provide all required assurances to regulatory authorities and, to meet or exceed all regulatory requirements for professional design or controlled works, and to provide adequate ongoing maintenance and monitoring to ensure the effectiveness of all such temporary or permanent services and facilities.
- 13.1.3 In addition to GC 5.5 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK and GC 5.10 - Right to set-off, In the event that any construction lien is registered against the *Project* by or through a Subcontractor or *Supplier*, and provided the *Owner* has paid all amounts properly due under the *Contract*, and has otherwise complied with all material obligations under the *Contract*, the *Contractor* shall, at its own expense, provide or post the security necessary to vacate or discharge all registered liens. In the event that a lien action is commenced and a Statement of Claim is issued and served, the *Contractor* shall take all reasonable steps to remove the *Owner* from the main action and to indemnify and hold the *Owner* harmless in such action, except where the Statement of Claim makes a substantial claim against the *Owner* beyond the recovery of holdback under the Act.

SC 1.41 PART 14 CONFIDENTIALITY

- .1 Part 14 Confidentiality; add new Part, Articles and Paragraphs:

PART 14 CONFIDENTIALITY

CG 14.1 CONFIDENTIALITY

- 14.1.1 Throughout the term of this *Contract*, and for a period of seven years thereafter, the *Owner* and the *Contractor* will protect the confidentiality of all proprietary and confidential information of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and confidential information which shall be, at a minimum a reasonable standard, and in any event, each party shall protect the confidentiality of all such proprietary and confidential information as may be required by law, including without limitation, as may be required under the Freedom of Information and Protection of Privacy Act.

SC 1.42 PART 15 SEVERABILITY

.1 Part 15 Severability; add new Part, Articles and Paragraphs:

PART 15 SEVERABILITY

GC 15.1 SEVERABILITY

15.1.1 Any and all provision of this *Contract* which is found or discovered to be illegal, invalid, void, prohibited or unenforceable will be:

- .1 Separate and severable from this *Contract*; and
- .2 Ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability;
without affecting any of the provisions of this Contract which will be binding upon the parties and enforceable to the fullest extent of the law.

SC 1.43 PART 16 DAMAGE TO WORK AND FORCE MAJEURE

.1 Add new article and paragraphs

PART 16 DAMAGE TO WORK AND FORCE MAJEURE

GC 16.1 DAMAGE TO WORK AND FORCE MAJEURE

16.1.1 The works performed and completed shall be at the risk of the *Contractor* and he shall bear all loss or damage whatsoever from whatsoever cause arising, excepting either acts of the Queen's enemies or acts of God, which may occur to the works, prior to Contract completion, and if any such loss or damage occurs before such completion, the *Contractor* shall immediately, at his own expense, repair, restore, and re-execute the work so damaged, or replace losses incurred, so that the whole works, or the respective portions thereof, shall be completed within the time limited for completion thereof.

SC 1.44 CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE (CCDC) DOCUMENT 41 – INSURANCE REQUIREMENTS – PUBLICATION DATE: JANUARY 21, 2008.

.1 Paragraph 1.; add the word “Comprehensive” before the words “General liability insurance shall...”

.2 Paragraph 2.; revise to read:

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 \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased and non-owned 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