The following are the Supplementary General Conditions referred to in Part 17 of the Instructions to Tenderers.

These amendments shall be read in conjunction with the Agreement, Definitions and General Conditions of the Unit Price Contract (CCDC4-2011) of the Contract Documents. Where reference is made in the Contract Documents to the General Conditions of Contract (GC), such reference includes these amendments.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Article A-2 Agreements and Amendments

SGC 1 Add paragraph 2.3:

Counterpart. The Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

DEFINITIONS

SGC 2 Delete the definition for Value Added Taxes, and replace it with the following:

Value Added Taxes
Value Added Taxes means the Good & Services Taxes under the Excise Tax Act (Canada).

Add the definitions:

Milestone Dates
Milestone Dates means any date specified in the Contract Documents for completion of the Work, or portion of the Work, including the date for Substantial Performance of the Work.

Abnormally Adverse Weather
Abnormally Adverse Weather means temperature, precipitation, wind or other weather condition which, in a two-week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.

Construction Schedule
Construction Schedule means a schedule of the Work prepared by the Contractor setting out the start and completion dates of the major elements of the Work including, but not limited to, mobilization, shop drawings, construction, installation, testing, commissioning, Substantial Performance of the Work, Owner occupancy and any other Milestone Dates, and may be amended from time to time in accordance with the Contract Documents.

GENERAL CONDITIONS OF CONTRACT

GC 1.1 CONTRACT DOCUMENTS

SGC 3 Replace GC1.1.7.1 with the following:

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

- Duly executed Agreement
- Supplementary General Conditions
- Duly executed Tender Form
- The most recent Addendum followed by other Addenda, the more recent taking precedence over earlier Addenda.
- The Specifications, Drawings, Appendices and General Conditions
- The Tender Documents
- Other relevant documents such as but not limited to executed bonds, insurance certificate and any reports, standards or the like included by reference.

GC 1.5 FORCE MAJEURE

SGC 4 Add new paragraph 1.5 as follows:

GC 1.5 A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, pandemic, epidemic or interruption or failure of electricity.

In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last for longer than 30 calendar days, the Regional District, at its sole discretion, may terminate this Agreement by written notice to the Vendor without further liability, expense, or cost of any kind.

GC 2.1 AUTHORITY OF THE CONSULTANT

SGC 5 In paragraph 2.1.3 delete the phrase “against whom the Contractor makes no reasonable objection”.

GC 2.2 ROLE OF THE CONSULTANT

SGC 6 Add new paragraph 2.2.19 as follows**:**

2.2.19 All decisions, determinations, findings, interpretations instructions, consents and approvals of the Consultant must be in writing. Neither the Owner nor the Consultant will be bound by any oral decisions, determinations, findings, interpretations, instructions, consents, or approvals of the Consultant.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

SGC 7 Add new paragraph 2.3.8 as follows:

2.3.8. If the Contractor is not prepared for a review or inspection after the Contractor has notified the Consultant of readiness for a proposed review or inspection, and as a result the Consultant is required to make second or subsequent visits, the contractor shall reimburse the Owner for any additional charges rendered by the Consultant to the Owner for the second visit or subsequent visits, and the Owner may deduct the amount of any such charges from any monies otherwise owing to the Contractor on account of the Contract Amount.

GC 3.1 CONTROL OF THE WORK

SGC 8 Add the following paragraph to 3.1.1 after "Contract Documents":

"including the Construction Schedule."

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SGC 9 Delete GC 3.2.2.2 and replace with following:

3.2.2.2. Use reasonable efforts to ensure that the Owner's other contractors or own forces are made aware of, and comply with, the safety precautions and programs of the Contractor provided pursuant to GC 9.4 – CONSTRUCTION SAFETY.

GC 3.5 CONSTRUCTION SCHEDULE

SGC 10 In paragraph 3.5.1 sub-paragraph .1, delete ". . . prior to the first application for payment. . ." and replace with the following:

"within ten (10) working days after Notice of Intent to Award";

SGC 11 Add paragraph:

3.5.1.4 If the Contractor submits a Construction Schedule or a revision to the Construction Schedule indicating that any Milestone Dates will not be met then receipt of such schedule by the Consultant will not relieve the Contractor of the obligation to meet the Milestone Dates as set out in the Contract Documents.

SGC 12 Add paragraph:

3.5.1.5 The Contractor shall immediately notify the Consultant in writing of any occurrence which, in the opinion of the Contractor has caused or which the Contractor anticipates may cause a delay to, or which will affect, the performance of the Work in accordance with the Construction Schedule. Such notice shall include complete details of the reason for the delay, the anticipated length of the delay and a revision to the Construction Schedule in accordance with the anticipated delay.

SGC 13 Add the following paragraphs 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, and 3.5.8:

3.5.2 The Contractor shall perform the Work in compliance with the Milestone Dates and the Construction Schedule. Any such failure to comply shall be deemed to be a default to which the provisions of GC 7.1.2 to GC 7.1.6 (inclusive) apply.

3.5.3 If the Consultant determines that, because of the Contractor's own acts or omissions, the progress of the Work is behind the Construction Schedule, or the Contractor will not meet any particular Milestone Date then the Contractor shall, upon written notice from the Consultant

and at the Contractor's own cost, take all reasonable measures to accelerate the Work so as to conform to the Construction Schedule or meet the Milestone Date.

3.5.4 If the Consultant determines that, because of reasons other than the Contractor's own acts or omissions, the progress of the Work is behind the Construction Schedule, or will not meet any particular Milestone Date, or if the Owner desires to accelerate the Work to achieve early completion of the Work, then on written notice from the Consultant the Contractor shall accelerate the Work as directed by the Consultant at the Owner's cost, such acceleration to be a change to the Work to which the provisions of Part 6 shall apply.

3.5.5 If the Consultant has not directed the Contractor to accelerate the Work at the Owner's cost, the Contractor shall not be entitled to claim any payment on account of acceleration costs unless the Contractor has given prior written notice within 5 working days to the Consultant setting out that the Contractor intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not entitle the Contractor to payment of such costs

3.5.6 If the Contractor accelerates the performance of the Work because of a notice given pursuant to GC 3.5.3, or for the Contractor's own benefit, then the Owner may claim all reasonable additional costs incurred as a result of such acceleration.

3.5.7 If, for any reason, the Contractor deems it necessary to accelerate the Work then the Contractor shall provide written notice of its intention to accelerate the Work 5 Working Days prior to doing so and shall accelerate the Work at its own expense.

3.5.8 The Tenderer, should he fail to complete the work in the time specified above, shall compensate the Owner for the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract past the completion date.

GC 3.6 SUPERVISION

SGC14 Delete paragraphs 3.6.1 and 3.6.2 and replace with the following:

3.6.1 The Contractor shall employ a competent senior representative at the Place of the Work (the "Supervisor") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents.

3.6.2 The Supervisor shall represent the Contractor at the Place of the Work and instructions given to the Supervisor by the Consultant shall be deemed to have been given to the Contractor.

3.6.3 The Contractor shall not change the Supervisor without consent of the Consultant, such consent not to be unreasonably withheld.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SGC 15 Delete paragraphs 3.7.3 and 3.7.4

SGC 16 Add the following paragraph:

3.7.7 The Contractor shall, in respect of his Subcontractors, be held responsible for and shall ensure that said Subcontractors obtain and pay for all necessary permits, fees, licenses and certificates of inspection and insurance in connection with the Work as may be required by applicable statutes, regulations, by-laws and ordinances.

GC 3.10 SHOP DRAWINGS

SGC 17 Add the following new subsection

3.10.13 The Contractor shall submit all Shop Drawings, record drawing drawings and any other drawings concerning the Work in triplicate and in reproducible, suitable, and usable electronic form.

GC 3.11 USE OF THE WORK

SGC 18 Add the following paragraphs 3.11.3 and 3.11.4 as follows:

3.11.3 The Owner will obtain any Road Usage Permits required for Work within Ministry of Transportation and Infrastructure Roadways.

3.11.4 The Contractor will submit a traffic management plan in accordance with Ministry of Transportation and Infrastructure requirements for Traffic Management for Work on Roadways:

https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/traffic-engineering-safety/trafficmanagementmanual

for approval by Ministry of Transportation and Infrastructure showing how the Contractor will provide for safe and efficient access and exit of construction vehicles from Place of Work and the Contractor will ensure all work is conducted in accordance with the plan.

GC 3.13 CLEANUP

SGC 19. Add the following paragraphs 3.13.4 as follows:

3.13.4 The Contractor is responsible for dust control within the Place of the Work and roadways beyond the limits of the Place of the Work that have been affected during construction. While performing the Work the Contractor shall control dust originating from the Work and shall take immediate corrective action if directed by the Consultant. The Contractor will clean the Place of the Work and employ a street sweeper to clean affected roadways as directed by the Consultant. Dusty or loose materials shall be transported in covered haulage vehicles. Wet materials shall be transported in suitable watertight haulage vehicles.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SGC 20 Delete GC 5.1 - “Financing Information Required of the Owner” in its entirety.

GC 5.2 APPLICATION FOR PROGRESS PAYMENT

SGC 21 Delete entirely paragraph 5.2.4

SGC 22 Add the following paragraphs 5.2.8 and 5.2.9 as follows:

5.2.8 As a condition to all payments, the Contractor shall submit to the Consultant a Statutory Declaration on the standard Canadian Construction Association (CCA) 9A 2001 declared before a notary public or commissioner for oaths for the Province of British Columbia stating that:

.1 all wages for the various classes of labour, and all accounts for purchase of materials, equipment, or for the rental of equipment employed in or about the Work, and amounts due to Subcontractors have been paid;

.2 there are no outstanding claims or liens relating to labour or services provided in connection with the Work; and

.3 all levies, assessments and sums due under any applicable Workers' Compensation laws or similar laws in force at the place of the Work have been fully paid.

As a further condition of payment, there shall be no liens registered against the Place of the Work, arising from or connected with the Work. In the event that a claim of builders lien relating to the Work has been registered against title to the Place of the Work, the Contractor shall be obligated, at its expense, to take all steps necessary, including making court application, to have the claim of lien immediately discharged from title to the Place of the Work and to indemnify the Owner for all costs, including court costs on a solicitor and own client basis, incurred as a result.

5.2.9 As a condition to all payments after the first progress payment, the Contractor shall also submit to the Consultant a Statutory Declaration for "Statement of Claims" on a form approved by the Owner, also declared before a notary public or a Commissioner for Taking Oaths for the Province of British Columbia stating:

.1 there are no outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract, or

.2 there are outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract which have been communicated to the Consultant in writing, but for which a Change Order or Change Directive has not yet been received; or

.3 there are outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract, including adjustments to the Construction Schedule, for which Change Orders or Change Directives have not been issued and which have not yet been communicated to the Consultant in writing.

GC 5.3 PROGRESS PAYMENT

SGC 23 In paragraph 5.3.1 sub-paragraph .3, delete ". . . 20 calendar days. . ." and replace with ". .. 30 calendar days. . ."; and

Add the following new subsection

5.3.3 The payment by the Owner of any monthly or other payment shall not bind the Owner with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the Owner has accepted Work that is not in accordance with the requirements of the Contract, or that the Contractor is in any manner released from its obligation to comply with the Contract.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SGC 24 Add new paragraphs 5.4.4; 5.4.5 and 5.4.6 as follows:

5.4.4 Prior to or at the time of applying for a review under paragraph 5.4.1 to establish Substantial Performance of Work, the Contractor shall submit to the Consultant the following items:

.1 Letters of Assurance for professional design and review from those professionals engaged by the Contractor under the provisions of the Contract, including all applicable sealed shop drawings.

.2 All required manufacturer's inspections, certifications, guarantees, 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 Certificates issued by all permit issuing authorities indicating approval of all installations requiring permits.

.5 Certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as specified in the Contract Documents.

.6 All Drawings and as-installed documents in the form specified in the Contract Documents.

.7 A certificate issued by Workers Compensation Board confirming that the Contractor has paid all assessments.

5.4.5 Prior to Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for Work determined by the Consultant to be defective or incomplete (the "Deficiency Holdback"). The Consultant shall establish the amount of the Deficiency Holdback as twice the estimated cost to rectify defective work and finish incomplete Work using the services of another contractor or the Owner's own forces. No part of the Deficiency Holdback shall become payable until all of the defective Work is corrected and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within a reasonable time as determined by the Consultant, then all or a portion of the Deficiency Holdback as determined by the Consultant may be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

5.4.6 The Contractor's application for the Certificate of Substantial Performance shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract up to the date of Substantial Performance of the Work. This waiver and release shall apply without limitation to claims that arise due to the negligence or breach of contract by the Owner, the Consultant, and their respective employees, agents, officers and consultants, but does not include claims made by the Contractor in writing prior to application for a certificate of Substantial Performance of the Work and delivered to the Consultant prior to the date of Substantial Performance of the Work and still unsettled.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SGC 25 Delete entirely paragraph 5.5.3

GC 5.7 FINAL PAYMENT

SGC 26 In paragraph 5.7.4, revise "5 calendar days" to read "15 working days"

GC 5.9 NON-CONFORMING WORK

SGC 27 In paragraph 5.9.1 replace "No payment by the Owner" with the words "No payment by the Owner or certification by the Consultant"

GC 6.1 CHANGES IN THE WORK

SGC 28 Add the following paragraphs 6.1.3 and 6.1.4 as follows:

6.1.3 The Contractor shall not be entitled to rely on any oral representation (except in an emergency in which GC 6.1.4 will apply), site meeting discussion, site meeting minutes or other communication as approval that any Work is a Change. The Contractor must receive a Change

Order or Change Directive before proceeding with a Change and the Contractor shall strictly comply with the requirements of this GC

6.1.4 In an emergency, when it is impractical to delay a Change Directive, the Consultant may issue an oral direction which the Contractor shall follow. In such event the Consultant shall issue a written Change Directive at the first opportunity.

GC 6.2 CHANGE ORDER

SGC. 29 Change the first part of paragraph 6.2.3 to read "When the Owner and the Contractor agree in writing…"

Add:

6.2.4. When the valuation of a change in the Work is to be determined either by estimate and acceptance in a lump sum, or by cost and fixed or percentage fee, the valuation shall be in accordance with the following:

.1 Work performed by the Contractor – Contractors direct field costs plus 10% mark-up for overhead and profit.

.2 Work performed by the Sub-Contractor – Sub-contractors will receive direct field costs plus 10% mark-up for overhead and profit. The General Contractor will receive an additional 5% markup on the actual cost evidenced by invoice to cover all overhead and profit.

GC 6.3 CHANGE DIRECTIVE

SGC 30 Delete and replace GC 6.3.6.3 with:

"The Contractor's fee will cover all overhead and profit and will be calculated as follows:

.1 Work performed by the Contractor – Contractor's direct field costs plus 10% mark-up for overhead and profit.

.2 Work performed by the Sub-Contractor – Sub-contractors will receive direct field costs plus 10% mark-up for overhead and profit. The Contractor will receive a 5% markup on the Sub-contractor's actual cost evidenced by invoice to cover all of the Contractor's overhead and profit.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SGC 31 Add the following paragraphs 6.4.5 and 6.4.6:

6.4.5 Despite the rest of this GC, Contract Time will not be extended and the Contractor will not be entitled to any increase in the Contract Price due to conditions of the Place of the Work which the Consultant determines would have been reasonably foreseeable by the Contractor had the Contractor conducted a reasonable inspection of the Place of the Work, including the subsurface soil conditions of the Place of the Work."

6.4.6 Before commencing any Work at the Place of the Work, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the Contract Documents as being at the Place of Work. The Contractor shall also be responsible to consult with all utility providers that provide electricity, communication, gas or other utility services in the area of the Place of Work, to locate in three dimensions all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or

underground structures that are reasonably apparent in an inspection of the Place of the Work.

GC 6.5 DELAYS

SGC 32 GC 6.5.4 Change "10" to "5" in the second line of paragraph 6.5.4. At the end of paragraph 6.5.4 add the following sentences**:**

"A Notice in Writing shall be delivered to the Consultant for each and every delay and shall indicate the reasons for such delay and the best estimate of the Contractor as to its estimated duration and likely effect upon the Contract Time. No oral communication, site meeting discussion or meeting minutes shall be sufficient notification of delay"

SGC 33 Add paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:

6.5.6 If the Consultant determines that the Contractor is delayed in the performance of the Work, for reasons other than those under GC6.5.1, GC6.5.2 or GC6.5.3, such that in the Consultant's opinion the Work is more than 20 percent behind the Construction Schedule, then upon notice from the Owner, the Contractor will increase the hours of work, the days of work, and the number of workers as required to bring the Work back into line with the Construction Schedule and any costs associated with such measures shall be borne by the Contractor.

6.5.7 In the event of any delay the Contractor shall take all reasonable measures to minimize the effects and costs of the delay and (except where the delay is caused by the Owner or the Consultant or other cause reasonably outside of the control of the Contractor) the Contractor will be responsible for all costs relating to the delay.

6.5.8 The Contractor shall maintain and protect the Work during the period of delay in the performance of the Work.

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

SGC 34 Delete entirely paragraph 7.2.3.1

SGC 35 Replace paragraph 7.2.5 with the following:

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 under the Contract including reasonable profit and will be entitled to no further compensation from the Owner."

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

SGC 36 Delete paragraph 8.2.1 and substitute the following:

8.2.1 In accordance with the latest edition of the Rules for Mediation of CCDC 40 – **2018 Rules for Mediation and Arbitration of Construction Disputes**, the parties shall appoint a Project Mediator within 15 working days after both parties agree in writing that a Project Mediator be appointed.

SGC 37 Delete the paragraphs 8.2.6, 8.2.7 and 8.2.8 and replace with the following:

8.2.6 Upon termination of mediated negotiations, either party may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties have agreed to use.

GC 9.1 PROTECTION OF WORK AND PROPERTY

SGC 38 Add the following paragraph 9.1.5 as follows:

9.1.5 When carrying out excavation work, the Contractor may encounter underground utilities such as sewers, gas mains, telephone cables, power cables, and water mains. The Contractor shall be fully responsible for any breakage or damage to such utilities, and the Contractor shall pay the full cost of repairing such damage and making good any losses or damage suffered by the Owner or others.

GC 9.4 CONSTRUCTION SAFETY

SGC 39 Delete paragraph 9.4.1 and replace with the following:

9.4.1 The Contractor shall be solely responsible for construction safety at the Place of the Work as and to the extent required by applicable legislation, regulations and codes, including the Workers Compensation Act, applicable regulations and good construction practice, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall be Prime Contractor.

GC 10.1 TAXES AND DUTIES

SGC 40 Add paragraph 10.1.3 as follows:

10.1.3 Any tax including, without limiting the generality of the foregoing, the Value-Added Tax or any government sales tax, customs, duty or excise tax, whether paid or not, which is found to be inapplicable or for which exemption may be obtained is, the sole and exclusive property of the Owner. The Contractor agrees to cooperate with the Owner or his agent in the application for any refund of any such taxes, which cooperation shall include without limitation making or concurring in the making of application for any such refund or exemption and providing to the Owner or his agent copies, or where required, originals, or records, invoices, purchase orders and other documentation necessary to support such application for exemption or refund.

SGC 41 Add paragraph 10.1.4 as follows:

10.1.4 Where any invoices or other documents are required for tax and duty refund purposes, the Contractor shall provide the Owner with such invoices and other documents as may be necessary to substantiate the amount of taxes or duties paid during the performance of the Contract for which the Owner may rightfully claim redemption.

SGC 42 Add paragraph 10.1.5 as follows:

10.1.5 The Contractor agrees to provide the Owner with a signed statement, if requested by the Owner, in which is the Contractor confirms that the Contractor and all Subcontractors relinquish all claims to any refunds or reimbursements of any Federal or Provincial taxes paid by the Contractor relating to performance of the Contract for which the Owner may rightfully claim redemption and the Contractor hereby relinquishes all such claims.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SGC 43 GC 10.2.6 Delete the words “knowing it to be” in the second line of paragraph 10.2.5 and replace them with “that is”.

SGC 44 Add the following paragraph:

10.2.8 The Contractor will notify and deal with organizations involved with or affected by the Work, such as telephone, electricity, gas and other utility providers, railway companies and government agencies.

GC 10.4 WORKERS' COMPENSATION

SGC 45 Add the following sentence to paragraph 10.4.1:

"The Contractor agrees that the Owner has the unfettered right to set off the amount of any unpaid premiums and assessments for WorkSafe BC coverage against any monies owing by the Owner to the Contractor."

SGC 46 Add paragraph 10.4.3 as follows:

10.4.3 The Contractor shall indemnify and hold harmless the Owner from all manner of claims, demands, damages, costs, losses, penalties, actions, causes of action and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owed by any person working on the Project or relating to the Work or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC.

SGC 47 Add paragraph 10.4.4 as follows:

10.4.4 The Contractor will be the "Prime Contractor" within the meaning of Part3, Division 3, Section 118(1) for the Project under the *Workers Compensation Act* (British Columbia) and will fulfill all obligations of the "Prime Contractor" under that Act, including by ensuring that the activities of any employees, workers and other persons at the Place of the Work relating to occupational health and safety are coordinated and by doing everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act* and the regulations under that Act applicable to the Place of the Work".

GC 12.1 INDEMNIFICATION

SGC 48 Delete GC 12.1.1 and 12.1.2 and replace with the following:

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the Owner and the Contractor shall each indemnify and hold harmless the other 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 Contract, provided such claims are:

.1 caused by:
the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by Notice in Writing within a period of 10 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such territory of the Place of the Work.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the Owner and the Contractor for which insurance is, or for which insurance is not, required to be provided by either party shall in no event be greater than $10,000,000.

.2 In respect to claims by third partied for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 shall apply.

GC 12.3 WARRANTY

SGC 49 Add the following sentence to paragraph 12.3.4:

In effecting a correction of defects or deficiencies, the Contractor shall also bear all costs involved in removing, replacing, repairing or restoring aspects of the Work that may be affected in the process of making the correction.

SGC 50 Add paragraph 12.3.7 as follows:

12.3.7 Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6

END OF SECTION 00500