

GENERAL CONDITIONS OF CONTRACT SUPPLEMENTARY

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BE ADVISED: The OPS General Conditions of Contract, as included within the Niagara Peninsula Standard Contract Document (NPSCD) shall apply to this contract except as amended or extended herein.

1. Delays - GC 3.07

Clause GC 3.07.02 shall be amended as follows:

- .02 If the Work is delayed by labour disputes, strikes or lock-outs including lock-outs decreed or recommended to its members by a recognized union organization, of which the Owner is a member or to which the Owner is otherwise bound - which are beyond the Owner's control, then the Contract time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time, in the Owner's favour.

In no case shall the extension of Contract Time be more than the time lost as the result of the event causing the delay, unless a longer extension is agreed to by the Owner. "The Contractor shall not be entitled to payment for standby time".

2. Contractor's Insurance - GC 6.03

Shall be amended to include NPSCD Special Provisions – General, Item 1, Execution of Contract.

3. Layout - GC 7.02

Shall be amended to include the clauses under Special Provisions - Contract Item Supplementary A4.

4. Obstructions - GC 7.13

Shall be amended to include NPSCD Special Provisions – General, Item 21.

5. Warranty - GC 7.16

Shall also include the following subsection:

- .04 The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections and the Owner's costs in this respect shall become the responsibility of the Contractor".

6. Variations in Tender Quantities - GC 8.01.02

Shall be amended as follows:

- i. Subsection GC 8.01.02.01 a) : References to the amounts of "15%" and "115%" will be revised to read "20%" and "120%", respectively;
- ii. Subsection GC 8.01.02.01 b) : Shall be deleted and replaced with the following:

.01 b) In the case of a major item where the quantity of work performed and/or material supplied by the Contractor is less than 80% of the tender quantity, the Contractor may make a written request to the Owner for consideration for an allowance to compensate for the Contractor's losses in fixed costs.

If the Owner considers that compensation is justified, it will be paid for at a rate equal to 10% of the unit bid price on the amount of the under-run which is less than 80% of the tender quantity".

7. Certification and Payment - GC 8.02.03

- i. Subsection GC 8.02.03.02 Certification of Subcontract Completion – Shall be deleted.
- ii. Subsection GC 8.02.03.03 Subcontract Statutory Holdback Release Certificate and Payment - Shall be deleted.

8. Payment on a Time and Material Basis - GC 8.02.04

Shall be amended as follows:

- i. Subsection GC 8.02.04.08 Payment for Work by Subcontractors – specifically .01 a), b) and c) shall be deleted and replaced with the following:
.01 a) '5% of the amount.'

Note: The 5% shall apply to any work performed by a Subcontractor.

All equipment rates will be based on those listed in OPSS 127 at the time of contract execution.

9. Submission of Invoices - GC 8.02.04.09

Shall be extended as follows:

- i. Subsection .01 - All labour rates submitted are to be validated by the firm's accountant, licensed to practice in the Province of Ontario, and bearing any of the designations such as CGA, CMA or CA.