

1.1 AGREEMENT

- .1 The CCA 1-2008 Stipulated Price Subcontract, Definitions and Subcontract Conditions as amended below, form the basis of Agreement between the Contractor and the Subcontractor.

1.2 AMENDMENTS TO THE AGREEMENT

- .1 **ARTICLE 3A – SUBCONTRACT DOCUMENTS**, amend to add the following as Subcontract Documents:

- the Supplementary Conditions to the Subcontract
- Appendix A – Scope of Work
Appendix B – Bid Documents
Appendix C – Schedule
Invoicing Format Procedures
Procure Management Software
Subcontractor Safety Checklist
SBW Safety Sync Orientation Instructions

- .2 Delete **ARTICLE 1B** in its entirety.

- .3 Delete **ARTICLE 2B** in its entirety.

- .4 Delete **ARTICLE 3B** in its entirety.

- .5 **ARTICLE 4 – SCHEDULE**, delete paragraph 4.1 in its entirety and replace it with the following:

“4.1 The Subcontractor shall perform the Subcontract Work in accordance with a Schedule provided by the Contractor on or before the time of signing of this Subcontract. The Contractor may reasonably adjust any Schedule or specified timing during the course of the Subcontract Work after consulting with the Subcontractor.”

- .6 **ARTICLE 6 – PAYMENT**, delete paragraph 6.2 in its entirety and replace it with the following:

“6.2 The Subcontractor shall make applications for payment together with supporting sworn statements and other documents that are required by the Subcontract Documents on or before the 20th day of each month (herein called the Submission Date) to the Contractor for approval and due processing. The amount claimed shall be for the value, proportionate to the amount of the Subcontract, of Subcontract Work performed and Products delivered to the Place of Work up to the last day of the current month. The Contractor shall pay the Subcontractor, not later than 30 calendar days after the date of the Consultant’s certificate for payment or the date provided for in paragraph 6.3.2 whichever is later, 90% of the amount applied for or such other amount as the Contractor or the Consultant determines to be properly due. Where the Contractor or the Consultant makes any changes to the amount of the applications for payment as submitted by the Subcontractor, the Subcontractor shall be advised promptly in writing by the Contractor of changes and given the opportunity to defend the Subcontractor’s submission without delay.”

- .7 **ARTICLE 6 – PAYMENT**, delete paragraph 6.3 in its entirety and replace it with the following:

“6.3 In the event that the Consultant fails to issue any certificate upon which payment shall become payable to the Contractor or the Owner fails to make a payment within the times prescribed in the Prime Contract:

- .1 The Contractor shall immediately inform the Owner of the Owner’s default as provided for by the terms of the Prime Contract, contemporaneously advise the Subcontractor in writing of such default and provide to the Subcontractor a copy of any and all notices of default delivered by the Contractor to the Owner.

- .2 In the event that the Contractor has complied with the provisions of paragraph 6.3.1, the time for payment provided for in paragraph 6.2 of this Article shall be extended for from that otherwise provided for in paragraph 6.2 of this Article until 10 calendar days after their Contractor has received payment from the Owner.

- .8 **ARTICLE 6 - PAYMENT**, delete paragraph 6.4; in it's entirety and replace with the following:

“6.4 If no claims exist against the Subcontract Work and the Subcontractor has submitted to the Contractor a sworn statement that all accounts for labour, sub-subcontracts, Products, Construction Equipment, and other indebtedness which may have been incurred by the Subcontractor in the performance of the Subcontractor Work and for which the Contractor or the Owner might in any way be held responsible have been paid in full, except for the holdback amounts to be payable out of the funds to be paid to the Subcontractor pursuant to this paragraph 6.4 or as an identified amount in dispute, the amount withheld from progress payments made pursuant to paragraph 6.1.1 of this Article and which is payable pursuant to paragraph 6.1.2 of this Article is due and payable no later than 1 calendar day after all lien rights under this Subcontract have expired or 10 calendars days after the Contractor has received payment of such amount from

the Owner whichever is later. The Contractor may retain out of the holdback amount any sums required by law to satisfy any liens against the Subcontract Work or, if permitted under the Builders Lien Act, other third party monetary claims against the Subcontractor which are enforceable against the Contractor or the Owner.

- .9 **ARTICLE 6 - PAYMENT**, paragraph 6.5; delete subparagraph 6.5.1 in its entirety and replace it with the following:

"Should either party fail to make payments as they become due under the terms of this Subcontract or in an award by arbitration or court, interest on such unpaid amounts at 2% per annum above the prime rate shall also become due and payable until payment. The prime rate shall be the rate of interest quoted by Royal Bank of Canada for prime business loans as it may change from time to time."

1.3 **AMENDMENTS TO THE DEFINITIONS**

- .1 The definition of Substantial Performance of the Subcontract Work is amended by deleting the second sentence thereof.
.2 The definition of Substantial Performance of the Work is amended by deleting the second sentence thereof.

Amendments to Subcontract Conditions

1.4 **AMENDMENTS TO THE SUBCONTRACT CONDITIONS**

SCC 1.1 - DOCUMENTS

- .1 Delete subparagraph 1.1.7.2 in its entirety.
.2 Revise paragraph 1.1.8 as follows:

"The Consultant shall provide the Subcontractors an electronic copy..."

- .3 Add new paragraph 1.1.9 as follows:

"The location of fixtures, outlets, conduit, piping and any other locations shown or specified but not dimensioned in any Subcontract Documents shall be considered approximate. The actual location shall be as approved by the Consultant and as required to suit job conditions."

SCC 3.1 - CONSTRUCTION BY CONTRACTOR OR OTHER SUBCONTRACTORS

- .1 Delete paragraph 3.1.2 in its entirety.

SCC 3.2 – TEMPORARY SERVICES

- .1 Delete paragraph 3.2.1 in its entirety.

SCC 3.5 – SHOP DRAWINGS

- .1 Revise paragraph 3.5.2 to add at the end of the paragraph:

"The Consultant shall determine the number of copies of Shop Drawings. The consultant shall determine if electronic submissions are acceptable and the means of an acceptable submission."

- .2 Revise paragraph 3.5.3 as follows:

"The Subcontractor shall provide, within 10 days of award of the contract, a proposed schedule of the dates for the provision, review and return of shop drawings. The Contractor shall approve, revise or reject the proposed schedule"

- .3 Revise paragraph 3.5.10 to provide as follows:

"The Subcontractor at its own cost shall provide revised Shop Drawings to correct..."

SCC 3.7 - CUTTING AND REMEDIAL WORK

- .1 Delete paragraph 3.7.4 in its entirety.

SCC 3.9 PAYMENT OF ACCOUNTS

- .1 Delete paragraph 3.9.1 in its entirety and replace it with the following:

"3.9.1 The Subcontractor shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the Subcontract Work. If, after having received 2 Working Days Notice in Writing from the Contractor to settle and pay such accounts, claims or liens, the Subcontractor fails or refuses to settle or pay same, the Contractor shall have the right

to settle or pay such accounts, claims or liens for the account of the Subcontractor, the receipt issued to the Contractor with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof, and any amounts so paid by the Contractor shall be deducted and the cost shall be deducted from the Subcontract Price.”

SCC – 3.10 – CONSTRUCTION FORCE

3.10.1 Without limiting the generality of the contract documents, if the Contractor, or any Subcontractor, proposes to employ labour at the Place of Work who are members of a trade union, including a trade union affiliated with the Trade Union Council authorized to bind its member trade unions, then the Contractor must first submit to the Construction Manager:

- (a) A waiver of all non-affiliation or reservations rights under applicable collective agreement, including renewals or replacement thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and
- (b) An agreement that there will be no Site Labour Disturbance at or affecting the Place of Work and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all the trades, or executed by the particular trade unions whose members will be so employed.

3.10.2 The Contractor, shall pay or cause to be paid every person employed on the Work not less than the wages or remuneration generally accepted as current at that time.

SCC 4.1 - CASH ALLOWANCES

- .1 Amend paragraph 4.1.4 by deleting the first sentence thereof in its entirety and replacing it with the following:

“Where the actual cost of any Subcontract Work under any cash allowance exceeds the amount of the allowance, the Subcontractor shall be compensated for the excess incurred and substantiated in accordance with the provisions contained in the Prime Contract.”

SCC 5.1 - APPLICATIONS FOR PAYMENT

- .1 Add new paragraph 5.1.6 as follows:

“Each application for payment must include the Subcontractor's GST registration number.”

- .2 Add new paragraph 5.1.7 as follows:

“The Subcontractor shall submit with every application for payment, a "Certificate of Standing" stating that the Subcontractor has complied with the requirements of the Workers' Compensation Act and is in good standing as of the date of the Certificate.”

SCC 6.1 - CONTRACTOR'S RIGHT TO MAKE CHANGES

- .1 Revise paragraph 6.1.1 as follows:

“The Contractor, in accordance with the Prime Contract, and without invalidating the Subcontract, may make changes ...”

- .2 Add new paragraph 6.1.3 as follows:

“The Subcontractor shall respond to requests for information pertaining to changes within 10 Working Days of receipt of such requests.”

SCC 6.3 - CHANGE DIRECTIVE

- .1 Delete paragraph 6.3.3 in its entirety.
- .2 Delete paragraph 6.3.6 in its entirety.
- .3 Delete paragraph 6.3.7 in its entirety.

SCC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

- .2 Revise paragraph 6.4.2 as follows:

“The Contractor in accordance with the Prime Contract will promptly investigate such conditions and will make a finding..”

SCC 6.5- DELAYS

- .1 Revise paragraph 6.5.1 as follows:

"... then the Subcontract Time shall be extended for such reasonable time as the Contractor, in accordance with the Prime Contract, and the Subcontractor shall agree that the Subcontract Work was delayed. The Subcontractor shall be reimbursed for reasonable costs incurred by the Subcontractor as a result of such delay."

- .2 Revise paragraph 6.5.2 as follows:

"... then the Subcontract Time shall be extended for such reasonable time as the Contractor, in accordance with the Prime Contract, and Subcontractor shall agree that the Subcontract Work was delayed. The Subcontractor shall be reimbursed for reasonable costs incurred by the Subcontractor as a result of such delay."

SCC 7.2 - SUBCONTRACTOR'S RIGHT TO STOP THE SUBCONTRACT WORK OR TERMINATE THE SUBCONTRACT

- .2 Delete paragraph 7.2.2 in its entirety.
.3 Revise paragraph 7.2.3 to read as follows:

"The Subcontractor may notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligation if payment is not received as stated in Article 6 of the Subcontract Agreement -

SCC 9.2 - TOXIC OR HAZARDOUS SUBSTANCES AND MATERIALS

- .1 Delete SCC 9.2 in its entirety
.2 Delete subparagraph 9.2.3.4 in its entirety.

SCC 9.4 - CONSTRUCTION SAFETY

- .1 Add new paragraph 9.4.2 as follows:

"Prior to commencement of the Work, the Subcontractor shall submit to the Contractor:

- .1 a valid clearance certificate stating that the Subcontractor has complied with the requirements of the Workers' Compensation Act.
- .2 evidence of the Subcontractor's insurance coverage.
- .3 documentation relating to the Subcontractor's safety-related programs for the Project."

SCC 9.5- MOULD

- .1 Delete SCC 9.5 in its entirety

SCC 10.1 -TAXES AND DUTIES

- .1 Add new paragraph 10.1.3 as follows:

"With respect to taxes and duties, the Subcontractor shall, at the request of the Contractor, assist, join in, or at the Contractor's expense, make application on behalf of the Contractor for any exemption, recovery or refund. The Subcontractor shall provide the Contractor with copies, or, where required original of records, invoices, purchase orders or other documentation as may be necessary to support such application."

- .2 Add new paragraph 10.1.4 as follows:

"Any amount included in the Subcontract Price for tax or duty, whether or not paid, which is found to be inapplicable or for which a refund is obtained shall become the sole and exclusive property of the Contractor. "

SCC 10.2 - LAWS, NOTICES, PERMITS & FEES

- .1 Add new paragraph 10.2.8 as follows:

The Contractor's and Subcontractor's compliance with laws, ordinances, rules, regulations or codes relating to the Subcontract Work shall not relieve them of any obligations set out in the Contract Documents which may be more extensive than the requirements of those laws, ordinances, rules, regulations or codes."

SCC 11.1 - INSURANCE

- .1 Delete subparagraph 11.1.1.1 and replace it with the following:

"A project specific Comprehensive General Liability policy in an amount of not less than \$5,000,000 per occurrence, with a property damage deductible not exceeding \$5,000, on behalf of and providing for indemnification of the Owner, the Consultant, the Contractor, the Subcontractor and any other parties as instructed by the Owner."

- .2 Delete subparagraph 11.1.1.2 and replace it with the following:

"Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, and covering all licensed vehicles owned or leased by the Subcontractor. This automobile liability insurance shall be endorsed to provide the Owner and the Consultant with not less than 30 days' notice in writing in advance of any cancellation, and of any change or amendment restricting coverage. Where the policy has been issued pursuant to a government-operated automobile system, the Subcontractor shall provide the Owner and the Consultant with confirmation of automobile insurance coverage for all automobiles registered in the name of the Subcontractor."

- .3 Delete subparagraph 11.1.1.3 and replace it with the following:

"Subcontractor's Equipment Insurance covering construction machinery and equipment used by the Subcontractor for the performance of the Work. Such insurance shall be on an 'all risks' basis and be endorsed to provide the Owner and the Consultant with not less than 30 days' notice in writing in advance of any cancellation, and of any change or amendment restricting coverage."

SCC 12.1 – INDEMNIFICATION

- .1 Delete paragraph 12.1.4 in its entirety
- .2 Add new paragraph 12.1.7 as follows:

"The Subcontractor shall indemnify and hold harmless the Contractor, its agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), suffered or incurred on account of any obligation on the part of the Subcontractor contained in the Subcontract Documents, or attributable to the Subcontractor's performance of the Subcontract. The Subcontractor assumes towards the Contractor all obligations and responsibilities that Contractor assumes towards Owner as set forth in the Contract Documents, insofar as applicable, generally or specifically, to the materials to be furnished and the Work to be performed under this Subcontract."

SCC 12.3 – WARRANTY

- .1 Revise subparagraph 12.2.1.3 to delete:
"paragraphs 12.1.4 or 12.1.5 of"
- .2 Add new paragraph 12.3.7 as follows:

"Should the Work be delayed due to conditions beyond the control of the Subcontractor, the warranty period shall commence at the time of acceptance of the Work by the Owner."