

design-build stipulated price contract

Project: Township of North Huron
274 Josephine St
Wingham, ON N0G 2W0

North Huron LAS Street Lights - Cobras

RTE Contract No: 00001029

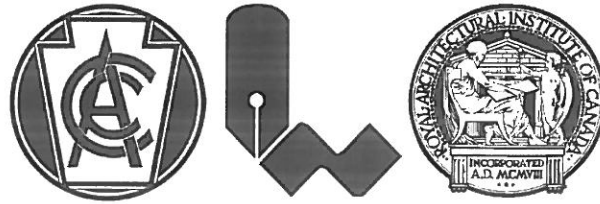


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**The Canadian Construction Association
Construction Specifications Canada
The Royal Architectural Institute of Canada**

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INSTRUCTIONS TO USERS OF DOCUMENT 14 - 2000



CCA-CSC-RAIC DOCUMENT 14 - 2000 DESIGN-BUILD STIPULATED PRICE CONTRACT

September 2000

The Design-Build Stipulated Price Contract is developed by the Joint Design-Build Working Group comprised of representatives from:

The Canadian Construction Association
Construction Specifications Canada
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This document is based on CCDC 2 – 1994 ‘Stipulated Price Contract’ and CCAC 6 – 1994 ‘Canadian Standard Form of Agreement Between Client and Architect’. A number of terms in Document 14 are defined differently from other standard contract documents and, accordingly, all definitions should be read to properly understand the terms and conditions of this document.

THE FOLLOWING ARE THE BASIC PRINCIPLES OF DOCUMENT 14 - 2000:

1. The *Owner* deals with one single administrative entity, the *Design-Builder*, who provides *Design Services* and *Construction* of the project under one contract package.
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 - Definitions,
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 - *Owner's Statement of Requirements*, and
 - *Construction Documents*, after they have been accepted by the *Owner*.
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 - the *Contract Price*; and
 - the *Contract Time*.

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 - to be the interpreter of the *Contract* and *Construction Documents* in the first instance;
 - to certify to the Design-Builder:
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 - progress payments based on the agreed schedule of values. (i) These will be used as support documents to the *Design-Builder's* applications for payment, or (ii) in the event that the *Design-Builder's Consultant* is the *Payment Certifier*, will become the payment certificates that authorize payments to the *Design-Builder*.
7. The *Design-Builder's* consultants are bound to fulfil their duties and responsibilities in accordance with the professional standards required by the various professions. The *Design-Builder's* consultants are consultants to the *Design-Builder* to provide the *Design Services*. This does not preclude them from performing normal professional duties, i.e. certifying payments, issuing certificates for payment, and interpretation of the *Contract* and *Construction Documents*.
8. The parties are required to identify the *Payment Certifier* in the Agreement, whose responsibility is to verify a claim and issue certificates for payment. The *Payment Certifier* may be the *Design-Builder's Consultant*, *Owner*, *Owner's Advisor*, or any knowledgeable third party, as designated by the *Owner*.
9. The *Owner's Advisor* is the person or entity employed or engaged by the *Owner* to assist in organizing and administering the design-build selection process and to provide ongoing professional assistance to the *Owner* during the *Project's* implementation as required by the *Owner*.

SUMMARY OF IMPORTANT DIFFERENCES BETWEEN THE 1997 AND THE 2000 EDITIONS:

1. Introduce and explain the roles of the *Payment Certifier* in Article 5.1.1, Article 6.1, Definition 14, GC 1.1.3, GC 2.3.3, and Part 5 of the General Conditions.
2. Revise the Definition of Construction Documents to reaffirm that they must meet the general functional intent of the *Contract Documents*.

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- 18. Provide
- 19. Subcontractor
- 20. Substantial Performance of the Work
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- 22. Value Added Taxes
- 23. Work
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- GC 11.1 Insurance
- GC 11.2 Bonds

PART 12 INDEMNIFICATION — WAIVER — WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

Enquiries should be directed to:

The Secretary
Canadian Construction Documents Committee
400 - 75 Albert Street
Ottawa, Ontario K1P 5E7
Tel: (613) 236-9455
Fax: (613) 236-9526
www.ccdc.org



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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

For use when a stipulated price is the basis of payment.

This Agreement made as of the 11 day of October in the year 2017 .

by and between

Township of North Huron

hereinafter called the "*Owner*"

and

RealTerm Energy Corporation

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

ARTICLE A-1 THE WORK

The *Design-Builder* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for Township of North Huron, North Huron LAS Street Lights,
RTE Contract Number: 00001029

insert above the title of the Work

located at 274 Josephine St Wingham, ON N0G 2W0

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which Township of North Huron

insert above the name of the Consultant

is acting as, and is hereinafter called, the "*Consultant*",

- 1.2 do and fulfil everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in
Contract Time as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*:
- .1 _____ day of _____ in the year _____ ; or
- .2 within _____ weeks after receipt of all approvals from authorities having jurisdiction.

(Manually strike out inapplicable paragraph.)

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* as described in Article A-3 of the Agreement - CONTRACT DOCUMENTS supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:
- Agreement Between *Owner* and *Design-Builder*
 - Definitions of the Design-Build Stipulated Price Contract
 - General Conditions of the Design-Build Stipulated Price Contract
 - *Owner's Statement of Requirements*
 - *Construction Documents*, after they have been accepted by the *Owner*
- *
Supplementary Conditions dated September 22, 2017
Signed Investment Grade Audit August 18, 2017
Appendix 1: Letter of Intent/Engagement between the Owner and the Design-Builder December 15, 2016
Project Timeline

*
(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. Supplementary Conditions; Proposals; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawing number, title, date, revision date or mark; Addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Twenty Seven Thousand Three Hundred and Fifty Six

/100 dollars \$ 227,356.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Design-Builder* are:

Twenty Nine Thousand Five Hundred Fifty Six and Twenty Eight Cents

/100 dollars \$ 29,556.28

4.3 Total amount payable by the *Owner* to the *Design-Builder* for the *Work* is:

Two Hundred Fifty Six Thousand Nine Hundred Twelve and Twenty Eight Cents

/100 dollars \$ 256,912.28

4.4 All amounts are in Canadian funds.

4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by Township of North Huron

insert above the name of the Payment Certifier

who is acting as, and is hereinafter called, the "*Payment Certifier*", together with such *Value Added Taxes* as may be applicable to such payment, and

- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Design-Builder* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 - INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at Four percent (4 %) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The prime rate shall be the lowest rate of interest quoted by the Royal Bank of Canada for prime business loans.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim advanced and for which the *Design-Builder* is thereafter entitled to payment, either pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION, or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

- 6.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

The *Owner* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

The *Design-Builder* at 2160 rue de la Montagne, 6th Floor, Montreal, QC H3G 2Z3

street and number and postal box number if applicable

post office or district, province, postal code

The *Consultant* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

*The *Payment Certifier* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

* Manually strike out this paragraph if inapplicable

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ * language shall prevail.

* Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

Owner

name of Owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

Design-Builder

RealTerm Energy Corporation

name of Design-Builder

signature

Sean Neely, President

name and title of person signing

WITNESS

signature

name and title of person signing

N.B.

Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

design-build stipulated price contract

Project: Township of North Huron
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Wingham, ON N0G 2W0

North Huron LAS Street Lights - Decos

RTE Contract No: 00001030

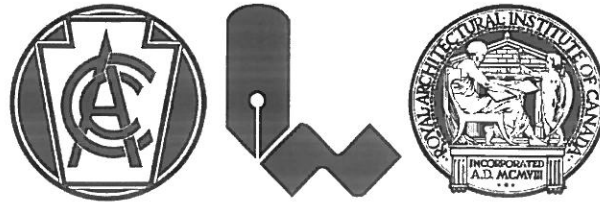


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RTE Contract Number: 00001030

insert above the title of the Work

located at 274 Josephine St Wingham, ON N0G 2W0

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which Township of North Huron

insert above the name of the Consultant

is acting as, and is hereinafter called, the "*Consultant*",
- 1.2 do and fulfil everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in
Contract Time as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*:
- .1 _____ day of _____ in the year _____ ; or
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(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. Supplementary Conditions; Proposals; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawing number, title, date, revision date or mark; Addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Thirty Three Thousand One Hundred and Four

/100 dollars \$ 233,104.00

- 4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Design-Builder* are:

Thirty Thousand Three Hundred Three and Fifty Two Cents

/100 dollars \$ 30,303.52

- 4.3 Total amount payable by the *Owner* to the *Design-Builder* for the *Work* is:

Two Hundred Sixty Three Thousand Four Hundred Seven and Fifty Two Cents

/100 dollars \$ 263,407.52

- 4.4 All amounts are in Canadian funds.

- 4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by Township of North Huron

insert above the name of the Payment Certifier

who is acting as, and is hereinafter called, the "*Payment Certifier*", together with such *Value Added Taxes* as may be applicable to such payment, and

- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
.3 upon the issuance of the final certificate for payment, pay to the *Design-Builder* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

- 5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 - INSURANCE.

- 5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at Four percent (4 %) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The prime rate shall be the lowest rate of interest quoted by the Royal Bank of Canada for prime business loans.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim advanced and for which the *Design-Builder* is thereafter entitled to payment, either pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION, or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

- 6.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

The *Owner* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

The *Design-Builder* at 2160 rue de la Montagne, 6th Floor, Montreal, QC H3G 2Z3

street and number and postal box number if applicable

post office or district, province, postal code

The *Consultant* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

*The *Payment Certifier* at 274 Josephine St Wingham, ON N0G 2W0

street and number and postal box number if applicable

post office or district, province, postal code

** Manually strike out this paragraph if inapplicable*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ * language shall prevail.

** Complete this statement by striking out inapplicable term.*

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

Owner

name of Owner

signature

name and title of person signing

signature

name and title of person signing

Design-Builder

RealTerm Energy Corporation

name of Design-Builder

signature

Sean Neely, President

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

WITNESS

signature

name and title of person signing

N.B.

Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

SUPPLEMENTARY CONDITIONS TO THE CCDC 14 - 2000 DESIGN-BUILD STIPULATED PRICE CONTRACT

RTE CONTRACT NO: 00001029

BETWEEN REAL TERM ENERGY CORP AND TOWNSHIP OF NORTH HURON

October 11, 2017

GENERAL REFERENCE

The standard CCDC 14 - 2000 Design-Build Stipulated Price Contract, consisting of the Agreement between Owner and Design-Builder, Definitions of the Design-Build Stipulated Price Contract and the General Conditions of the Design-Build Stipulated Price Contract (collectively, the “**CCDC 14**”), the Construction Documents and these Supplementary Conditions, are hereby made part of these Contract Documents.

The following Supplementary Conditions shall be read in conjunction with the CCDC 14.

The form of Agreement between Owner and Design-Builder to be signed is the preprinted CCDC 14.

Article and paragraph references below are to the corresponding articles and paragraphs of the CCDC 14.

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE A-5 PAYMENT

Paragraph 5.1 is deleted in its entirety and replaced with the following:

“5.1 Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%), the *Owner* shall make progress payments to the *Design-Builder* according to the following terms:

- 50% of Contract Price due and payable to the *Design-Builder* upon receipt of LED Luminaires by the Owner based upon the ratio of total Luminaires delivered divided by the total number of Contracted Luminaires.
- 50% Contract Price due and payable to the *Design-Builder* upon receipt of invoice; such invoice to be billed monthly and calculated based upon the ratio of total Luminaires installed divided by the total number of Luminaires included in the Work.
- All applicable taxes to be in addition to the above progress payments, as outlined.
- Upon *Substantial Performance of the Work*, pay the *Design-Builder* the unpaid balance of the *Holdback* when due together with such *Value Added Taxes* as may be applicable to such payment.

The *Owner* shall make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Owner*, who is acting as, and is hereinafter called, the ‘*Payment Certifier*’, together with such *Value Added Taxes* as may be applicable to such payment.

Paragraph 5.2 is deleted in its entirety.

DEFINITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

Paragraph 3 is deleted in its entirety and replaced with the following:

“3. Construction

Construction means the total construction and related services required by the *Contract Documents* and as more particularly described in *Article A-3, "Contract Documents"*.

Paragraph 4 is deleted in its entirety and replaced with the following:

"4. Construction Documents

The *Construction Documents* consist of the output specifications, functional requirements and identified and recommended equipment that are prepared based on the *Contract Documents* by or on behalf of the *Design-Builder* and that are accepted and signed by the *Owner* and the *Design-Builder* after execution of the Agreement, as meeting the general functional intent of the *Contract Documents*."

Paragraph 5 is deleted in its entirety and replaced with the following:

"5. Consultant

The *Consultant* for the purposes of this contract shall be the Township of North Huron.

Paragraph 11 is deleted in its entirety and replaced with the following:

"11. Design Services

Design Services means the professional services for the design of the output specifications and functional requirements, and construction administration performed by the *Design-Builder* under the *Contract*, as more particularly described in Appendix 2: "Investment Grade Audit".

Paragraph 15 is deleted in its entirety and replaced with the following:

"15. Place of Work

The *Place of Work* is the designated sites or locations of the *Construction* more specifically described in Article A-1 "The Work" in the CCDC 14 Contract."

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

Paragraph 1.1.10.1 is deleted in its entirety and replaced with the following:

"1.1.10 If there is a conflict within the *Contract Documents*:

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

- the Agreement between the *Owner* and the *Design-Builder*
- the Definitions
- Supplementary Conditions
- the Letter of Intent/Engagement
- the Investment Grade Audit
- the Proceed Notice
- the General Conditions
- the *Owner's Statement of Requirements*
- the *Construction Documents*:

- material and finishing schedules
- drawings

Paragraph 1.1.11 is deleted in its entirety and replaced with the following:

“1.1.11 Copyright for the design and drawings prepared by or on behalf of the *Design-Builder* belongs to the *Design-Builder* or other *Subcontractors* or *Suppliers* who prepared them.”

Paragraph 1.1.12 is deleted in its entirety and replaced with the following:

“1.1.12 Plans, sketches, drawings, graphic representations, and specifications, including computer generated designs, when prepared by the *Design-Builder*, or other *Subcontractors* or *Suppliers*, are instruments of their service and shall remain their property whether the *Construction* for which they are made is executed or not.”

Paragraph 1.1.13 is deleted in its entirety and replaced with the following:

“1.1.13 Submissions or distribution of the *Design-Builder* or other *Subcontractors*’ or *Suppliers*’ plans, sketches, drawings, graphic representations, and specifications to meet official regulatory requirements or for other purposes in connection with the *Work* is not to be construed as publication in derogation of their reserved rights.”

Paragraph 1.1.14 is deleted in its entirety and replaced with the following:

“1.1.14 The *Owner* may retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations, and specifications for information and reference in connection with the *Owner*’s design and construction and the *Owner*’s use and occupancy of the *Work*. As a condition precedent to the use of such documents, the *Owner* shall have paid in full for any *Design Services* rendered. The *Design-Builder* will, prior to any payment being issued under this *Contract*, deliver to the *Owner* a consent and acknowledgement signed by the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, confirming its agreement that the *Owner* may use any material produced by the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, and in which the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, retains any copyright in the manner set forth in paragraphs 1.1.13 to 1.1.16.”

GC 1.6 CONFIDENTIALITY

Paragraph 1.6.1 is deleted in its entirety and replaced with the following:

“1.6.1 The *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical, commercial, and legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to its professional advisors, *Subcontractors* and *Suppliers*.”

PART 2 DESIGN SERVICES AND ADMINISTRATION OF THE CONTRACT

GC 2.1 CONSULTANT

Paragraph 2.1.1 is deleted in its entirety and replaced with the following:

“2.1.1 The *Consultant* shall:

- .1 the conduct a general review of the progress of the *Construction*, to the extent necessary, in order to determine to the *Consultant*’s satisfaction that the *Construction* is performed in general conformity with the requirements of:
 - (1) The *Contract Documents*, and

- (2) The applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the *Work*;
- .2 determine of amounts owing to the *Design-Builder* based on the *Consultant's* observations and evaluation of the *Design-Builder's* applications for payment;
- .3 issuance of certificates for payment in the value proportionate to the amount of the *Contract*, for *Work* performed and *Products* delivered to the *Place of the Work*;
- .4 interpret, in the first instance, of the requirements of the *Construction Documents* and the making of findings as to the performance thereunder by both the *Owner* and the *Design-Builder* without showing partiality to either the *Owner* or the *Design-Builder*, and in no event incurring liability for the result of such interpretations or findings rendered in good faith in such capacity;
- .5 interpret and find, in the first instance, claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER.
- .6 reject work which does not conform to the requirements of the *Contract Documents*;
- .7 require special testing and inspection of the *Construction* at the discretion of the *Consultant*, acting reasonably, whether or not such *Construction* has been fabricated, installed, or completed;
- .8 determine the date of *Substantial Performance of the Work* and the issuing of a certificate attesting to same;
- .9 verify the *Design-Builder's* application for final payment and the issuing of a certificate for payment; and
- .10 perform such other work that may be required from time to time that is agreed to by the *Owner* and the *Design-Builder* in writing and is acceptable to the *Consultant*."

Paragraph 2.1.4 is deleted in its entirety and replaced with the following:

"2.1.4 The *Consultant* shall perform and fulfil the *Consultant's* duties and responsibilities to the standard of diligence, skill, and care that consultants would customarily provide in similar circumstances and in the same relative geographic location, subject to the *Consultant's* professional and legal obligations."

Paragraph 2.1.5 is deleted in its entirety and replaced with the following:

"2.1.5 The *Owner* waives any right of action in negligence or otherwise against the *Consultant* or any other consultant employed by the *Design-Builder* in respect of performance of the *Consultant's* duties and responsibilities as herein provided, except to the extent the *Owner* may be entitled to make a claim against the *Design-Builder* under the *Contract*."

Paragraph 2.1.6 is deleted in its entirety and replaced with the following:

"2.1.6 If the *Consultant's* engagement is terminated, the *Design-Builder* shall engage a new *Consultant* to provide the *Consultant's* services. The *Design-Builder* shall notify the *Owner* in writing before appointing or reappointing a *Consultant*. The *Design-Builder* shall not appoint any *Consultant* to whom the *Owner* may reasonably object."

PART 3 EXECUTION OF THE WORK

GC 3.3 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

Paragraph 3.3.1 is deleted in its entirety and replaced with the following:

"3.3.1 The *Owner* reserves the right to perform work with own forces."

Paragraph 3.3.2 is deleted in its entirety and replaced with the following:

“3.3.2 When work is performed by the *Owner's* own forces, the *Owner* shall:

- .1 provide for the co-ordination of the activities and work of *Owner's* own forces with the *Work* of the *Contract*;
- .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
- .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Work*; and
- .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of the *Owner's* own forces.”

Paragraph 3.3.3 is deleted in its entirety and replaced with the following:

“3.3.3 When work is performed by the *Owner's* own forces, the *Design-Builder* shall:

- .1 afford the *Owner* reasonable opportunity to introduce and store its products and use its construction machinery and equipment to execute its work;
- .2 co-ordinate and schedule the *Work* with the work of *Owner's* own forces and connect as specified or shown in the *Contract Documents*;
- .3 participate with the *Owner* in reviewing its schedules when directed by the *Owner*; and
- .4 where part of the *Work* is affected by or depends upon for its proper execution the work of *Owner's* own forces, promptly report to the *Owner* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Design-Builder* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of *Owner's* own forces except those deficiencies not then reasonably discoverable.”

Paragraph 3.3.4 is deleted in its entirety and replaced with the following:

“3.3.4 Where a change in the *Work* is required as a result of the co-ordination and connection of the work of *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.”

Paragraph 3.3.5 is deleted in its entirety.

GC 3.7 OTHER CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS

Paragraph 3.7.1.1 is deleted in its entirety and replaced with the following:

“3.7.1.1 enter into contracts or written agreements with the *Consultant*, and other consultants to require them to perform their services as provided in the *Contract Documents*;”

GC 3.9 DOCUMENTS AT THE SITE

Paragraph 3.9.1 is deleted in its entirety and replaced with the following:

“3.9.1 The *Design-Builder* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at one of the sites or locations comprising the *Place of Work*, or at such other location, each as agreed by the *Owner* and the *Design-Builder*, in good order and available to the *Owner*.”

GC 3.10 SHOP DRAWINGS

Paragraphs 3.10.1 through to 3.10.6 inclusive are deleted in their entirety.

PART 4 ALLOWANCES

PART 4 ALLOWANCES is deleted in its entirety.

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

Paragraph 6.3.4.6 is deleted in its entirety and replaced with the following:

“6.3.4.6 the cost of *Design Services* including all fees and disbursements of the *Subcontractors* and *Suppliers* engaged or employed to provide such services;”

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

Paragraph 9.2.3 is deleted in its entirety.

PART 11 INSURANCE - BONDS

GC 11.1 INSURANCE

Paragraph 11.1.1 is deleted in its entirety and replaced with the following:

“11.1.1 Commercial General Liability Insurance:

The policy shall have limits of not less than \$5,000,000 per occurrence and aggregate. Umbrella or excess liability insurance may be used to achieve the desired limit. Where the *Design-Builder* maintains a single, blanket policy, the addition of the *Owner* is limited to liability arising out of the *Work* and all operations necessary or incidental thereto.

Coverage is to include:

- Bodily Injury/Property Damage
- Personal Injury & Advertising Injury
- Damage to Rented Premises
- Premises/Operations Liability
- Products/Completed Operations Liability
- Host liquor liability
- Broad Form Property Damage Liability
- Exception to a pollution exclusion for Bodily Injury or Property Damage Liability from a hostile fire Coverage written on an Occurrence form basis”

Paragraph 11.1.1.2 is deleted in its entirety.

Paragraph 11.1.1.3 is deleted in its entirety and replaced with the following:

“11.1.1.3 Automobile Liability Insurance:

The policy covers for bodily injury, death, and damage to property with respect to all licensed vehicles owned, leased, hired and non-owned by the *Design-Builder*. The policy shall have limits of not less than \$2,000,000 inclusive per occurrence.”

Paragraph 11.1.1.4 is deleted in its entirety.

Paragraph 11.1.1.5 is deleted in its entirety and replaced with the following:

“11.1.1.5 Property Insurance:

- (1) The *Design-Builder* shall ensure that the *Consultant*, *Supplier* and *Subcontractor*, to the extent each is engaged by the *Design-Builder* in the performance of the *Work*, carry “All Risk” property insurance on products (materials, supplies, equipment, apparatus, etc.) located, used, or stored at the site in which the *Design-Builder* or the *Owner* have an ownership interest, for the full replacement value of the products provided for incorporation into the *Work* as specified in the *Contract Documents*. Such policy shall also include a sub-limit for “Property In Transit” and “Property Held Offsite”, insuring any and all products including labor, supplies, property of the *Design-Builder* and property of others intended for the installation, retrofitting and testing of the *Work*. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed/retrofitted/tested at any one time in the performance of the *Work* being completed.
- (2) “All Risk” property insurance policies required to be in place as provided in clause (1) shall provide that, in the case of loss or damage, payment shall be made to the *Consultant*, the *Supplier*, the *Subcontractor*, the *Design-Builder* and the *Owner*, as the case may be, as their respective interests may appear. The *Consultant*, the *Suppliers*, and/or the *Subcontractor* shall, as the case may be, act on behalf of the *Design-Builder* and the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Consultant*, the *Supplier* and/or *Subcontractor*, as the case may be, shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract Documents* except that the *Consultant*, the *Supplier* and/or *Subcontractor*, as the case may be, shall be entitled to a reasonable extension of *Contract Time*.”

Paragraph 11.1.1.6 is deleted in its entirety and replaced with the following:

“11.1.1.6 Equipment Insurance:

The *Design-Builder* shall ensure that the *Consultant*, the *Supplier* and/or the *Subcontractor*, to extent engaged by the *Design-Builder* in the performance of the *Work*, each carry equipment insurance to cover construction machinery and equipment used for the performance of the *Work*.”

Paragraph 11.1.5 is deleted in its entirety.

A new paragraph 11.1.10 is added as follows:

- “11.1.10 All required liability insurance policies shall name the *Owner* as an additional insured, Township of North Huron, and all required insurance policies shall include a waiver of subrogation by insurers in favor of *Owner*, its agents, officers, or employees or provide the *Design-Builder* permission to waive subrogation against the *Owner*, its agents, officers, or employees.”

GC 11.2 BONDS

Paragraphs 11.2.1 and 11.2.2 are deleted in their entirety.

PART 12 INDEMNIFICATION - WAIVER - WARRANTY

GC 12.3 WARRANTY

Paragraph 12.3.6 is deleted in its entirety and replaced with the following:

“12.3.6 The *Design-Builder* shall, to the extent the same are available, be responsible for obtaining from *Suppliers*, *Product* warranties in excess of one year on behalf of the *Owner* from the *Suppliers*. These *Product* warranties shall be issued by the *Suppliers* to the benefit of the *Owner*.”

SUPPLEMENTARY CONDITIONS TO THE CCDC 14 - 2000 DESIGN-BUILD STIPULATED PRICE CONTRACT

RTE CONTRACT NO: 00001030

BETWEEN REAL TERM ENERGY CORP AND TOWNSHIP OF NORTH HURON

October 11, 2017

GENERAL REFERENCE

The standard CCDC 14 - 2000 Design-Build Stipulated Price Contract, consisting of the Agreement between Owner and Design-Builder, Definitions of the Design-Build Stipulated Price Contract and the General Conditions of the Design-Build Stipulated Price Contract (collectively, the “**CCDC 14**”), the Construction Documents and these Supplementary Conditions, are hereby made part of these Contract Documents.

The following Supplementary Conditions shall be read in conjunction with the CCDC 14.

The form of Agreement between Owner and Design-Builder to be signed is the preprinted CCDC 14.

Article and paragraph references below are to the corresponding articles and paragraphs of the CCDC 14.

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE A-5 PAYMENT

Paragraph 5.1 is deleted in its entirety and replaced with the following:

“5.1 Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%), the *Owner* shall make progress payments to the *Design-Builder* according to the following terms:

- 50% of Contract Price due and payable to the *Design-Builder* upon receipt of LED Luminaires by the Owner based upon the ratio of total Luminaires delivered divided by the total number of Contracted Luminaires.
- 50% Contract Price due and payable to the *Design-Builder* upon receipt of invoice; such invoice to be billed monthly and calculated based upon the ratio of total Luminaires installed divided by the total number of Luminaires included in the Work.
- All applicable taxes to be in addition to the above progress payments, as outlined.
- Upon *Substantial Performance of the Work*, pay the *Design-Builder* the unpaid balance of the *Holdback* when due together with such *Value Added Taxes* as may be applicable to such payment.

The *Owner* shall make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Owner*, who is acting as, and is hereinafter called, the ‘*Payment Certifier*’, together with such *Value Added Taxes* as may be applicable to such payment.

Paragraph 5.2 is deleted in its entirety.

DEFINITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

Paragraph 3 is deleted in its entirety and replaced with the following:

“3. Construction

Construction means the total construction and related services required by the *Contract Documents* and as more particularly described in *Article A-3, "Contract Documents"*.

Paragraph 4 is deleted in its entirety and replaced with the following:

"4. Construction Documents

The *Construction Documents* consist of the output specifications, functional requirements and identified and recommended equipment that are prepared based on the *Contract Documents* by or on behalf of the *Design-Builder* and that are accepted and signed by the *Owner* and the *Design-Builder* after execution of the Agreement, as meeting the general functional intent of the *Contract Documents*."

Paragraph 5 is deleted in its entirety and replaced with the following:

"5. Consultant

The *Consultant* for the purposes of this contract shall be the Township of North Huron.

Paragraph 11 is deleted in its entirety and replaced with the following:

"11. Design Services

Design Services means the professional services for the design of the output specifications and functional requirements, and construction administration performed by the *Design-Builder* under the *Contract*, as more particularly described in Appendix 2: "Investment Grade Audit".

Paragraph 15 is deleted in its entirety and replaced with the following:

"15. Place of Work

The *Place of Work* is the designated sites or locations of the *Construction* more specifically described in Article A-1 "The Work" in the CCDC 14 Contract."

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

Paragraph 1.1.10.1 is deleted in its entirety and replaced with the following:

"1.1.10 If there is a conflict within the *Contract Documents*:

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

- the Agreement between the *Owner* and the *Design-Builder*
- the Definitions
- Supplementary Conditions
- the Letter of Intent/Engagement
- the Investment Grade Audit
- the Proceed Notice
- the General Conditions
- the *Owner's Statement of Requirements*
- the *Construction Documents*:

- material and finishing schedules
- drawings

Paragraph 1.1.11 is deleted in its entirety and replaced with the following:

“1.1.11 Copyright for the design and drawings prepared by or on behalf of the *Design-Builder* belongs to the *Design-Builder* or other *Subcontractors* or *Suppliers* who prepared them.”

Paragraph 1.1.12 is deleted in its entirety and replaced with the following:

“1.1.12 Plans, sketches, drawings, graphic representations, and specifications, including computer generated designs, when prepared by the *Design-Builder*, or other *Subcontractors* or *Suppliers*, are instruments of their service and shall remain their property whether the *Construction* for which they are made is executed or not.”

Paragraph 1.1.13 is deleted in its entirety and replaced with the following:

“1.1.13 Submissions or distribution of the *Design-Builder* or other *Subcontractors*’ or *Suppliers*’ plans, sketches, drawings, graphic representations, and specifications to meet official regulatory requirements or for other purposes in connection with the *Work* is not to be construed as publication in derogation of their reserved rights.”

Paragraph 1.1.14 is deleted in its entirety and replaced with the following:

“1.1.14 The *Owner* may retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations, and specifications for information and reference in connection with the *Owner*’s design and construction and the *Owner*’s use and occupancy of the *Work*. As a condition precedent to the use of such documents, the *Owner* shall have paid in full for any *Design Services* rendered. The *Design-Builder* will, prior to any payment being issued under this *Contract*, deliver to the *Owner* a consent and acknowledgement signed by the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, confirming its agreement that the *Owner* may use any material produced by the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, and in which the *Design-Builder*, *Subcontractor* or *Supplier*, as the case may be, retains any copyright in the manner set forth in paragraphs 1.1.13 to 1.1.16.”

GC 1.6 CONFIDENTIALITY

Paragraph 1.6.1 is deleted in its entirety and replaced with the following:

“1.6.1 The *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical, commercial, and legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to its professional advisors, *Subcontractors* and *Suppliers*.”

PART 2 DESIGN SERVICES AND ADMINISTRATION OF THE CONTRACT

GC 2.1 CONSULTANT

Paragraph 2.1.1 is deleted in its entirety and replaced with the following:

“2.1.1 The *Consultant* shall:

- .1 the conduct a general review of the progress of the *Construction*, to the extent necessary, in order to determine to the *Consultant*’s satisfaction that the *Construction* is performed in general conformity with the requirements of:
 - (1) The *Contract Documents*, and

- (2) The applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the *Work*;
- .2 determine of amounts owing to the *Design-Builder* based on the *Consultant's* observations and evaluation of the *Design-Builder's* applications for payment;
- .3 issuance of certificates for payment in the value proportionate to the amount of the *Contract*, for *Work* performed and *Products* delivered to the *Place of the Work*;
- .4 interpret, in the first instance, of the requirements of the *Construction Documents* and the making of findings as to the performance thereunder by both the *Owner* and the *Design-Builder* without showing partiality to either the *Owner* or the *Design-Builder*, and in no event incurring liability for the result of such interpretations or findings rendered in good faith in such capacity;
- .5 interpret and find, in the first instance, claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER.
- .6 reject work which does not conform to the requirements of the *Contract Documents*;
- .7 require special testing and inspection of the *Construction* at the discretion of the *Consultant*, acting reasonably, whether or not such *Construction* has been fabricated, installed, or completed;
- .8 determine the date of *Substantial Performance of the Work* and the issuing of a certificate attesting to same;
- .9 verify the *Design-Builder's* application for final payment and the issuing of a certificate for payment; and
- .10 perform such other work that may be required from time to time that is agreed to by the *Owner* and the *Design-Builder* in writing and is acceptable to the *Consultant*."

Paragraph 2.1.4 is deleted in its entirety and replaced with the following:

"2.1.4 The *Consultant* shall perform and fulfil the *Consultant's* duties and responsibilities to the standard of diligence, skill, and care that consultants would customarily provide in similar circumstances and in the same relative geographic location, subject to the *Consultant's* professional and legal obligations."

Paragraph 2.1.5 is deleted in its entirety and replaced with the following:

"2.1.5 The *Owner* waives any right of action in negligence or otherwise against the *Consultant* or any other consultant employed by the *Design-Builder* in respect of performance of the *Consultant's* duties and responsibilities as herein provided, except to the extent the *Owner* may be entitled to make a claim against the *Design-Builder* under the *Contract*."

Paragraph 2.1.6 is deleted in its entirety and replaced with the following:

"2.1.6 If the *Consultant's* engagement is terminated, the *Design-Builder* shall engage a new *Consultant* to provide the *Consultant's* services. The *Design-Builder* shall notify the *Owner* in writing before appointing or reappointing a *Consultant*. The *Design-Builder* shall not appoint any *Consultant* to whom the *Owner* may reasonably object."

PART 3 EXECUTION OF THE WORK

GC 3.3 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

Paragraph 3.3.1 is deleted in its entirety and replaced with the following:

"3.3.1 The *Owner* reserves the right to perform work with own forces."

Paragraph 3.3.2 is deleted in its entirety and replaced with the following:

“3.3.2 When work is performed by the *Owner's* own forces, the *Owner* shall:

- .1 provide for the co-ordination of the activities and work of *Owner's* own forces with the *Work* of the *Contract*;
- .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
- .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Work*; and
- .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of the *Owner's* own forces.”

Paragraph 3.3.3 is deleted in its entirety and replaced with the following:

“3.3.3 When work is performed by the *Owner's* own forces, the *Design-Builder* shall:

- .1 afford the *Owner* reasonable opportunity to introduce and store its products and use its construction machinery and equipment to execute its work;
- .2 co-ordinate and schedule the *Work* with the work of *Owner's* own forces and connect as specified or shown in the *Contract Documents*;
- .3 participate with the *Owner* in reviewing its schedules when directed by the *Owner*; and
- .4 where part of the *Work* is affected by or depends upon for its proper execution the work of *Owner's* own forces, promptly report to the *Owner* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Design-Builder* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of *Owner's* own forces except those deficiencies not then reasonably discoverable.”

Paragraph 3.3.4 is deleted in its entirety and replaced with the following:

“3.3.4 Where a change in the *Work* is required as a result of the co-ordination and connection of the work of *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.”

Paragraph 3.3.5 is deleted in its entirety.

GC 3.7 OTHER CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS

Paragraph 3.7.1.1 is deleted in its entirety and replaced with the following:

“3.7.1.1 enter into contracts or written agreements with the *Consultant*, and other consultants to require them to perform their services as provided in the *Contract Documents*;”

GC 3.9 DOCUMENTS AT THE SITE

Paragraph 3.9.1 is deleted in its entirety and replaced with the following:

“3.9.1 The *Design-Builder* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at one of the sites or locations comprising the *Place of Work*, or at such other location, each as agreed by the *Owner* and the *Design-Builder*, in good order and available to the *Owner*.”

GC 3.10 SHOP DRAWINGS

Paragraphs 3.10.1 through to 3.10.6 inclusive are deleted in their entirety.

PART 4 ALLOWANCES

PART 4 ALLOWANCES is deleted in its entirety.

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

Paragraph 6.3.4.6 is deleted in its entirety and replaced with the following:

“6.3.4.6 the cost of *Design Services* including all fees and disbursements of the *Subcontractors* and *Suppliers* engaged or employed to provide such services;”

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

Paragraph 9.2.3 is deleted in its entirety.

PART 11 INSURANCE - BONDS

GC 11.1 INSURANCE

Paragraph 11.1.1 is deleted in its entirety and replaced with the following:

“11.1.1 Commercial General Liability Insurance:

The policy shall have limits of not less than \$5,000,000 per occurrence and aggregate. Umbrella or excess liability insurance may be used to achieve the desired limit. Where the *Design-Builder* maintains a single, blanket policy, the addition of the *Owner* is limited to liability arising out of the *Work* and all operations necessary or incidental thereto.

Coverage is to include:

- Bodily Injury/Property Damage
- Personal Injury & Advertising Injury
- Damage to Rented Premises
- Premises/Operations Liability
- Products/Completed Operations Liability
- Host liquor liability
- Broad Form Property Damage Liability
- Exception to a pollution exclusion for Bodily Injury or Property Damage Liability from a hostile fire Coverage written on an Occurrence form basis”

Paragraph 11.1.1.2 is deleted in its entirety.

Paragraph 11.1.1.3 is deleted in its entirety and replaced with the following:

“11.1.1.3 Automobile Liability Insurance:

The policy covers for bodily injury, death, and damage to property with respect to all licensed vehicles owned, leased, hired and non-owned by the *Design-Builder*. The policy shall have limits of not less than \$2,000,000 inclusive per occurrence.”

Paragraph 11.1.1.4 is deleted in its entirety.

Paragraph 11.1.1.5 is deleted in its entirety and replaced with the following:

“11.1.1.5 Property Insurance:

- (1) The *Design-Builder* shall ensure that the *Consultant*, *Supplier* and *Subcontractor*, to the extent each is engaged by the *Design-Builder* in the performance of the *Work*, carry “All Risk” property insurance on products (materials, supplies, equipment, apparatus, etc.) located, used, or stored at the site in which the *Design-Builder* or the *Owner* have an ownership interest, for the full replacement value of the products provided for incorporation into the *Work* as specified in the *Contract Documents*. Such policy shall also include a sub-limit for “Property In Transit” and “Property Held Offsite”, insuring any and all products including labor, supplies, property of the *Design-Builder* and property of others intended for the installation, retrofitting and testing of the *Work*. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed/retrofitted/tested at any one time in the performance of the *Work* being completed.
- (2) “All Risk” property insurance policies required to be in place as provided in clause (1) shall provide that, in the case of loss or damage, payment shall be made to the *Consultant*, the *Supplier*, the *Subcontractor*, the *Design-Builder* and the *Owner*, as the case may be, as their respective interests may appear. The *Consultant*, the *Suppliers*, and/or the *Subcontractor* shall, as the case may be, act on behalf of the *Design-Builder* and the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Consultant*, the *Supplier* and/or *Subcontractor*, as the case may be, shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract Documents* except that the *Consultant*, the *Supplier* and/or *Subcontractor*, as the case may be, shall be entitled to a reasonable extension of *Contract Time*.”

Paragraph 11.1.1.6 is deleted in its entirety and replaced with the following:

“11.1.1.6 Equipment Insurance:

The *Design-Builder* shall ensure that the *Consultant*, the *Supplier* and/or the *Subcontractor*, to extent engaged by the *Design-Builder* in the performance of the *Work*, each carry equipment insurance to cover construction machinery and equipment used for the performance of the *Work*.”

Paragraph 11.1.5 is deleted in its entirety.

A new paragraph 11.1.10 is added as follows:

- “11.1.10 All required liability insurance policies shall name the *Owner* as an additional insured, Township of North Huron, and all required insurance policies shall include a waiver of subrogation by insurers in favor of *Owner*, its agents, officers, or employees or provide the *Design-Builder* permission to waive subrogation against the *Owner*, its agents, officers, or employees.”

GC 11.2 BONDS

Paragraphs 11.2.1 and 11.2.2 are deleted in their entirety.

PART 12 INDEMNIFICATION - WAIVER - WARRANTY

GC 12.3 WARRANTY

Paragraph 12.3.6 is deleted in its entirety and replaced with the following:

“12.3.6 The *Design-Builder* shall, to the extent the same are available, be responsible for obtaining from *Suppliers*, *Product* warranties in excess of one year on behalf of the *Owner* from the *Suppliers*. These *Product* warranties shall be issued by the *Suppliers* to the benefit of the *Owner*.”