

INCLUDE IN ALL TENDERS

AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: FORCE MAJEURE

- i) The definition of Section 1.1.13, FORCE MAJEURE EVENT, is replaced in its entirety with the following:

“Force Majeure Event” means any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, pandemic including Covid-19, or quarantine restriction that prevents, delays or interrupts the performance of any obligation under this Contract, other than any obligation to pay any money, and provided such event does not occur by reason of:

- i) The negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or*
- ii) Any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of the Contract.”*

- ii) Section 1.2.39.2, **Force Majeure Delay**, is deleted.

- iii) The following is inserted in Section 1.2, GENERAL SPECIFICATIONS:

“1.2.58 FORCE MAJEURE EVENT

If a Force Majeure Event occurs then notwithstanding any other provision of the Contract:

- i) To the extent that and for so long as either party is prevented by the Force Majeure Event from performing any obligation under the Contract, that party is relieved from liability due to its inability to perform or delay in performing that obligation; and*
- ii) If the Force Majeure Event wholly or substantially prevents the Contractor from proceeding with the Work then the specified or adjusted interim completion date or Construction Completion date as applicable shall be adjusted for the period of the Force Majeure Event.*

Upon either party becoming aware of the occurrence of a Force Majeure Event that prevents that party from performing any obligation under the Contract, that party shall in a timely manner give the other party notice of the Force Majeure Event, including reasonable details of the anticipated effects on performance of the Contract, and thereafter the Contractor shall, on an ongoing basis, notify the Department of its plans for remedying or mitigating the effects of the Force Majeure Event.

If the Contractor anticipates that the Force Majeure Event will delay completion of the applicable Work by the specified interim completion date or Construction

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Completion date as applicable, but is of the opinion the delay can be avoided or mitigated through extraordinary measures, the Contractor may propose to the Department that such extraordinary measures be taken by the Contractor at the Department's expense."