SUPPLEMENTARY CONDITIONS TO THE CCDC-2-2008 STIPULATED PRICE CONTRACT

The Articles of Agreement between Owner and Contractor, the General Conditions of the Canadian Standard Construction Document Stipulated Price Contract CCDC 2 – 2008 (the “Contract”, the Instructions to Bidders and Supplementary Conditions together with the following alterations and additions shall apply in their entirety to the Contract.

ARTICLES

ARTICLE A-1 THE WORK

Add the following:

“1.4 At least seven (7) days prior to the commencement of construction, the Contractor shall deliver to the Owner the following:

.1 proof of all necessary permits, licenses, certificates and other authorizations required by all municipal, provincial or federal authorities, for the Work and proof of payment of all applicable fees;
.2 Certificates of Insurance all insurance policies required by this Contract;
.3 the performance and labour and material payment bonds required by the Contract;
.4 a Construction Schedule satisfactory to the Owner as required by paragraph 3.5, including in graphic form the proposed dates;
.5 a Schedule of Values of the various parts of the Work as required by paragraph 5.2.4 of the Contract;
.6 proof that the Contractor obtained WorkSafe BC or Workers’ Compensation Board registration and clearance;

1.5 The Contractor will give to the Owner a minimum of 45 (forty-five) days’ written notice that the Contractor will meet the date set in Article A-1 for Substantial Performance of the Work.”

ARTICLE A-3 CONTRACT DOCUMENT

3.1 Under “The following are the Contract Documents referred to in Article A-1 of the Agreement –THE WORK:” Add the following:

- Supplementary General Conditions to the CCDC 2 – 2008 Stipulated Price Contract

ARTICLE A-5 PAYMENT

5.1 Insert in the third sentence:

“. . . subject to a holdback of ten percent (10.0%), the Owner shall, in Canadian funds . . .”

5.2 Substitute the following:

“In the event of loss or damage occurring during the Contract Time where GC 11 insurance proceeds are received by the Owner, payments shall be made to the Contractor as the Work is completed in connection with such loss or damage in accordance with the directions of the Owner and the Consultant.”

5.3 Insert in the blank:

“. . . rate of interest quoted by the Royal Bank of Canada for prime business loans . . .”
DEFINITIONS

Amend Definition 4 by adding the following to the end of the Definition:
“For purposes of the Contract, the terms “Consultant”, “Architect” and “Engineer” shall be considered as synonymous.”

Amend Definition 12 by adding the following to the end of that Definition:
“For purposes of the Contract, the terms “Owner”, University of Victoria”, “UVic” and “University” shall be considered synonymous.”

Amend Definition 16, Provide, as follows:
“‘Provide’ means to supply and install. Provide has this meaning whether or not the first letter is capitalized.”

Add a new Definition 27, By Others, as follows:
“The words ‘By Others’ when used in the Specification or on the Drawing means a person performing part of the Work, other than the Contractor. For greater certainty, the only means by which the work or services shown as specified shall be indicated as not being in the Contract is by use of the initials ‘NIC’ or the words ‘Not in the Contract’ or the words ‘By Owner’.”

Add a new Definition 28, Construction Schedule, as follows:
“Construction Schedule’ means the schedule for the performance of the Work provided by the Contractor pursuant to GC3.5, including any amendments to the Construction Schedule made pursuant to the Contract Documents.”

Add a new Definition 29, Request for Information, as follows:
“‘Request for Information’ or ‘RFI’ means written documentation sent by the Contractor to the Owner or to the Owner’s representative or to the Consultant requesting written clarification(s) and/or interpretation(s) of the Drawings and/or Specifications, Contract requirements and/or other pertinent information required to complete the Work of the Contract without applying for a change or changes to the Work.”

Add a new Definition 30, Force Majeure, as follows:
“Force Majeure means any of the following events or circumstances (or combination of events and circumstances):
(i) any strikes, lockouts, or labour disputes affecting the construction industry generally in the Place of the Work (and not only the Contractor, its Subcontractors or Suppliers) provided that such strike, lockout or labour dispute is not initiated by the Contractor, its Subcontractors or Suppliers or their respective employees; or
(ii) enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire and acts of God (provided that adverse weather conditions shall not be considered acts of God, even if such conditions are unusually adverse),
in each case which:
(a) are beyond the control of the party affected by that event or circumstance or both;
(b) cause delay in, or prevent performance by, the affected party of any of its obligations under this Contract; and
(c) cannot be prevented, overcome or remedied by the exercise by the affected party of a reasonable standard of care and diligence.”
GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

GC 1.1.6 - Amend this paragraph by adding the following to the end of the paragraph:
“The Specifications are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor any thing else contained in the Contract Documents will be construed to place responsibility on the Consultant to settle disputes among the Subcontractors and Suppliers in respect to such divisions. The Drawings are, in part, diagrammatic and intended to convey the scope of the Work and indicate general and appropriate location, arrangement and sizes of fixtures, equipment and outlets. The Contractor shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the Drawings, including Shop Drawings and shall become familiar with conditions and spaces affecting these matters before proceeding with the Work, Where site conditions require reasonable minor changes in indicated locations and arrangements, the Contractor shall make such changes at no additional cost to the Owner. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the Contractor shall include such relocation in the Work, unless otherwise indicated on the Drawings or Specifications. The Contractor shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible.”

GC 1.1.7.5 - Add new paragraph as follows:
“Annotations on the Drawings shall govern over the graphical representation of the Drawings.”

GC 1.1.7.6 - Add new paragraph as follows:
“Architectural Drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of systems designed by the Consultant or its Subconsultant are to remain with each of the applicable drawing disciplines. Subject to the foregoing, if any Drawings or Specifications conflict with any other Drawings or Specifications, then the more stringent requirements shall govern.”

GC 1.1.8 - Delete paragraph 1.1.8 in its entirety. Substitute with the following:
“The Owner will furnish, without charge, up to twenty five (25) sets of Specifications and Drawings of the Project. Additional copies of the Specifications and Drawings will be furnished to the Contractor for the cost of reproduction.”

Add GC 1.5 ADVERTISING AND PUBLIC NOTICES

Add GC 1.5.1 as follows:
“The Contractor shall obtain the Owner’s prior written approval for any public advertising, written public sales promotion, press release or any other general publicity manner, in which the name or trademarks of the Owner are mentioned or used or in which words are used from which any connection with the Owner’s name or trademarks may be inferred. The Contractor shall not allow or permit any public ceremony in connection with the Work, without the prior, written permission of the Owner. The Contractor shall not erect or permit the erection of any sign or advertising without prior written approval of the Owner.”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

GC 2.2.7 - Delete the following:
“Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”

GC 2.2.13 - Amend by adding the following to the end of the paragraph:
“If in the opinion of the Contractor, the Supplemental Instruction requires an adjustment in the Contract Price or in the Contract Time, it shall within ten (10) Working days of receipt of a Supplemental Instruction provide the Consultant with a written notice to that effect. In the event that the Contractor needs additional information to determine whether a
Supplemental Instruction requires an adjustment in the Contract Price or in the Contract Time, it may issue a written request to the Consultant seeking such additional information. Following receipt of such information, the Contractor shall, within ten (10) Working days of receipt of such additional information provide the Consultant with the written notice prescribed in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the Supplemental Instruction by the Contractor without adjustment in the Contract Price or Contract Time:"

**GC 2.2.19 – Add new paragraph as follows:**
“The Consultant shall be the payment certifier for the purposes of the Builders Lien Act determinations in respect of the Contract and all lien holdback funds released pursuant to the Contract.”

**GC 2.3 REVIEW AND INSPECTION OF THE WORK**

**GC 2.3.8 - Add new paragraph as follows:**
“If the Consultant is required to make more than one review of rejected work or if the Consultant performs additional reviews due to failure of the Work to comply with the application for status of completion made by the Contractor, the Contractor shall compensate the Owner for such additional Consultant services including expenses incurred. Adjustment for such compensation will be made as outlined under PART 6 CHANGES IN THE WORK.”

**GC 2.4 DEFECTIVE WORK**

**GC 2.4.1 - Add the following:**
“The Contractor shall prioritize and expedite the correction of any defective work which in the sole determination of the Owner, adversely affects the day to day operation of the Owner.”

**PART 3 EXECUTION OF THE WORK**

**GC 3.1 CONTROL OF THE WORK**

**GC 3.1.3 - Add new paragraph as follows:**
“Prior to commencing any individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly, and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing by means of a RFI and obtain written instructions from the Consultant before proceeding with any part of the affected Work.”

**GC 3.1.4 – Add new paragraph as follows:**
“Subject to the other provisions of GC 3.1 – CONTROL OF THE WORK, the Contractor agrees that, it shall fully comply with any policies or procedures of the Owner which are relevant to any activity of the Contractor to be performed under the Contract. The Contractor further agrees that it will use reasonable efforts to inquire from the Owner if such policies or procedures exist for any activity of the Contractor to be performed under the Contract. The Owner agrees that it will use reasonable efforts to communicate to the Contractor policies or procedures it may have relevant to such activities. The Owner will provide copies of policies relevant to Contractor’s activities request. These policies include:

1. Discrimination and Harassment Policy
2. Parking Policy
3. Occupational Health & Safety Policy
4. Violence & Threatening Behaviour Policy
5. University Smoking Policy

**GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

**GC 3.2.2.1 - Delete all of 3.2.2.1 in its entirety and substitute “intentionally left blank.”**

**GC 3.2.2.2 - Delete all of 3.2.2.2 in its entirety and substitute “intentionally left blank.”**
GC 3.2.3.2 - Delete paragraph 3.2.3.2 and replace it with:
“Coordinate and schedule the activities and work of other Contractors and Owner’s own forces with the Work of the Contractor and connect as specified or shown in the Contract Documents.”

GC 3.2.3.4 - Add the following:
“As it applies to the applicable health and construction safety legislation at the Place of the Work, including without limitation the Workers Compensation Act and any WorkSafeBC regulation, the Contractor shall assume overall responsibility and be designated as the “Prime Contractor.”

GC 3.5 CONSTRUCTION SCHEDULE

GC 3.5.1.1 – Amend the first sentence of paragraph 3.5.1.1 by deleting the words “prior to the first application for payment” and replacing them with the following:
“. . . at least seven (7) days prior to the commencement of construction . . .”

GC 3.5.1.4 – Add new paragraph as follows:
“.4 subject to GC 6.5 - DELAYS, at its own cost, employ extra materials, equipment, labour (including overtime labour) necessary or advisable to avoid disruption to performance of the Work and meet the construction schedule and comply with the Contract Time, and the costs of doing so shall not increase the Contract Price or result in any change to the Contract Price. If the Contractor does not perform the Work substantially in accordance with the construction schedule, the Contractor shall take whatever measures are necessary, including without limitation extra shift work to ensure the completion of the Work as contemplated in the construction schedule at no extra cost to the Owner.”

GC 3.5.2 – Add new paragraph as follows:
“The construction schedule must show and correspond to the breakdown of work shown on the schedule of values required by paragraph 5.2.4 and on the monthly progress claims so as to facilitate evaluation of applications for payment.”

GC 3.5.3 – Add new paragraph as follows:
“Time is of the essence in the performance of this Contract. The Contractor will perform and complete the Work in accordance with the schedule described in GC 3.5.1.1 and the labour force size and coordination of labour and materials as established by the Contractor will satisfy and be compatible with the performance targets set out in the construction schedule. The Contractor acknowledges and agrees that pursuant to the Contract Documents the Contractor may be required to proceed with the Work simultaneously with other contractors at the Project site using the same facilities and in the same construction area with a view to obtaining maximum efficiency in orderly and timely completion of the Work. The Contractor agrees that it will not be entitled to nor will it claim any additional compensation by reason of the fact that the Contractor is required to coordinate its work and share the facilities and construction area with the other contractors. The intent of this clause it to facilitate Owner suppliers, outside contractors and own forces for furniture and fit-ups, computing systems installations, phones, data connections, etc.”

GC 3.5.4 – Add new paragraph as follows:
“The Owner assumes the construction schedule to have monetary value.”

GC 3.5.5 – Add new paragraph as follows:
“The Contractor’s failure to provide a construction schedule and monthly updates of such schedule will constitute a Default, to which the provisions of Part 7 – DEFAULT NOTICE, GC 7.1.2, 7.1.3 and 7.1.4 apply.”

GC 3.6 SUPERVISION

GC 3.6.1 – Delete the second sentence and replace with:
“The appointed representative of the Contractor shall not be changed except for valid reason. The appointed representative shall not be changed without consultation with and written acceptance of the Owner. This acceptance shall not be unreasonably withheld.”

GC 3.6.2 – Delete 3.6.2 and replace with the following:
“Instructions given to the Contractor’s appointed representative shall be deemed to have been given to the Contractor and the appointed representative shall have full authority to act on behalf of the Contractor and bind the Contractor in matters related to this Contract.”
GC 3.6.3 – Add new paragraph as follows:
“The appointed representative shall be satisfactory to the Owner.”

GC 3.6.4 – Add new paragraph as follows:
“The Owner may, for reasonable cause request that Contractor remove from the Project any supervisor, representative or employee of the Contractor or Subcontractors, or Suppliers, and Contractor shall forthwith designate replacements who are acceptable to the Owner.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

GC 3.7.4 - Add to the end of the sentence:
“……, as outlined in GC 6.3 – CHANGE DIRECTIVE.”

GC 3.7.7 - Add new paragraph as follows:
“The Owner may assign to the Contractor, and the Contractor agrees to accept, any contract procured by the Owner for Work required on the Project that has been pre-tendered or pre-negotiated by the Owner and that has been identified in the Contract. The Contractor shall be responsible for all the terms and conditions of such assigned contract including, without limitation, work schedule, performance and quality.”

GC 3.8 LABOUR AND PRODUCTS

GC 3.8.1 - Amend paragraph 3.8.1 by adding the following sentence at the end of that paragraph:
“The Contractor represents and warrants that the Products provided for in accordance with the Contract are not subject to any conditional sales contract or any security rights obtained by any third party which may subject any of the Products to seizure and/or removal from the Place of the Work.”

GC 3.8.2 - Delete paragraph 3.8.2 and replace it with the following:
“Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, BC Building Code, National Fire Prevention Association and all governmental and regulatory authorities having jurisdiction at the Place of the Work, unless otherwise specified. Products which are not specified shall be of quality consistent with those specified, and their use acceptable to the Consultant. Products brought on to the Place of the Work by the Contractor shall be deemed to be the property of the Owner, but the Owner shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said Product shall be at the sole risk of the Contractor.”

GC 3.8.3 - Amend paragraph 3.8.3 by adding at the end of line one:
“and agents, Subcontractors and Suppliers and their employees…” after the word ‘employees’.”

GC 3.8.4 – Add new paragraph as follows:
“A Product construction method or system singly named is considered exclusive and its use is mandatory, unless an equal is approved in advance by the Consultant. Where pluraly named, each named Product, construction method or system is approved for use under the Contract and the choice rests with the Contractor.”

GC 3.9 DOCUMENTS AT THE SITE

GC 3.9.1 - Delete and replace with the following:
“The Contractor shall keep one copy of the current Contract Documents, Supplemental Instructions, Contemplated Change Orders, Change Orders, Change Directives, Cash Allowance Disbursement Authorizations, reviewed Shop Drawings, Submittals, reports and records of meetings at the Place of the Work, in good order and available to the Owner and Consultant. The Contractor shall keep a daily record of the Work for review by the Consultant and Owner, and the record shall include the number of workers, the delivery of Products and the amount and location of Products incorporated in the Work, the daily weather and temperature range, incidents, damage, intrusions, losses, and other pertinent details relevant to the daily progress of the Work. The Contractor shall maintain a set of Drawings on which the Contractor shall make any changes to the Work at the end of each week. These drawings shall be called As-Built Drawings. As-Built Drawings shall be kept in good order and shall be available to the Consultant and its representative for review at the Place of the Work. The Contractor shall record on the As-Built Drawings the changes in the Work as they occur. Changes in the Work shall be indicated on the As-Built Drawings by the use of coloured lines and suitable notations.”
GC 3.10 SHOP DRAWINGS

GC 3.10.3 – Delete and replace with the following:
“The Contractor shall prepare a Shop Drawing Schedule acceptable to the Owner and Consultant prior to the first application for payment. The Contractor shall submit a draft of the proposed Shop Drawing schedule to the Consultant and Owner for approval. The draft Shop Drawing schedule shall clearly indicate the phasing of the Shop Drawing submissions. On approval of the Shop Drawing schedule, the Consultant and the Contractor shall jointly prepare a schedule of dates for the review and return of the Shop Drawings. The Consultant will review and return Shop Drawings and Submittals in accordance with the schedule agreed to in GC 3.10.3, or, in absence of such schedule, with reasonable promptness. If, for any reason, the Consultant cannot process the Shop Drawings and/or Submittals within the agreed-upon schedule or with reasonable promptness, the Consultant shall notify the Contractor and they shall meet to review and arrive at an acceptable revised schedule.”

GC 3.10.13 – Add new paragraph as follows:
“Reviewed Shop Drawings shall not authorize a change in the Contract Price and/or Contract Time.”

GC 3.11 USE OF THE WORK

GC 3.11.3 – Add new paragraph as follows:
“The Owner shall have the right to enter and occupy the Project in whole or in part before the completion of the Work if in the opinion of the Consultant acting reasonably and following consultation with the Contractor, such entry or occupancy will not prevent or unreasonably interfere with the Contractor in the completion of the Work. If the Owner enters or occupies part of the Project then the Owner shall occupy that part of the Project in a manner which does not interfere with the Contractor’s performance of the remaining Work.”

GC 3.11.4 – Add new paragraph as follows:
“The Contractor shall provide all requisite barriers, fences, warning signs, lights and watching for the protection of persons and property on and adjacent to the Project site.”

GC 3.11.5 – Add new paragraph as follows:
“The Contractor shall abide by the Owner’s requirements as to the protection and security of the Owner’s property and operation during the term of the Contract. The Contractor shall notify all parties involved in demolition or construction activity of the requirements and ensure enforcement. The Contractor shall confine activities relating to the Work to the immediate areas, and within the bounds established by the Owner. The Contractor shall perform the Work in such a manner so as to ensure that its operations pose no danger to any users of the building, or those of adjacent buildings. The Contractor shall not use or have on the Place of the Work fires, explosives or other dangerous material without the prior written approval of the Owner.

GC 3.13 CLEANUP

GC 3.13.4 – Add new paragraph as follows:
“In the event that the Contractor fails to remove waste and debris as provided in GC 3.13, then the Owner or the Consultant may give the Contractor twenty-four (24) hours’ written notice to meet its obligations respecting clean up. Should the Contractor fail to meet its obligations pursuant to this GC3.13 within the twenty-hour (24) hour period next following the delivery of the notice, the Owner may remove such waste and debris and deduct from payments otherwise due to the Contractor, the Owner’s costs for such cleanup, including a reasonable mark-up for administration.”

Add: GC 3.14 OCCUPANCY OF THE WORK

GC 3.14.1 – Add new paragraph as follows:
“Whether the Project contemplates Work by way of renovations in buildings which will be in use or be occupied during the course of the Work or whether the Project involves Work that is adjacent to a structure which is in use or is occupied, the Contractor without in any way limiting its responsibilities under this Contract shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electrical power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safe and comfortable usability of such structures or adjacent structures by their users and occupants.”
Add: GC 3.15 CONTRACTOR STANDARD OF CARE

GC 3.15.1 – Add new paragraph as follows:
“In performing this Contract, the Contractor shall exercise the degree of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar construction services on similar projects. The Contractor acknowledges and agrees that throughout this Contract, the Contractor’s obligations, duties and responsibilities shall be judged, evaluated and interpreted in accordance with this standard. The Contractor shall exercise the same standard of care in respect of any Products, personnel or procedures which it may recommend to the Owner or employ on the Project.”

Add: GC 3.16 CONTRACTOR USE OF PERMANENT EQUIPMENT OR SYSTEMS

GC 3.16.1 – Add new paragraph as follows:
“In the sole discretion of the Owner, with prior satisfactory arrangements to, and with the prior written approval of the Owner, the Contractor may be permitted to use elements of the Project systems including the elevator, mechanical and electrical systems or equipment comprising a permanent part of the Work, for the purpose of providing conveyance, heat or power to Project during the final stages of construction. In such event, and before the issuance of the certificate of Substantial Performance of the Work, the Contractor shall clean, rehabilitate and make good as new condition to the satisfaction of the Owner and Consultant, such systems and equipment as it had been permitted to use. The Contractor shall pay any and all costs associated with such cleaning, rehabilitation and making good, including the cost of any Owner provided utilities.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

GC 4.1.2 - Add, after the first sentence:
“Unless noted otherwise, none of the Work included in the Drawings and Specifications is intended to be paid for by the cash allowances. The cash allowances are for the Owner’s use, at the Owner’s sole discretion.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC 5.1- Delete entirely and replace it with:
“Intentionally blank.”

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

GC 5.2.4 - Add, after the first sentence:
“The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a separate line item and, in the case of each subcontract, shall accurately represent the subcontract price, and the Consultant and the Owner shall be entitled to rely on same. Separate amounts shall be shown for mobilization and start-up, continuing expenses and project close-out. A second schedule, stating the anticipated monthly progress payments, shall be submitted by the Contractor with the schedule of values. The schedule of values to be acceptable and approved in writing by the Owner.”

GC 5.2.8 – Add new paragraph as follows:
“An application for payment shall be deemed received only if submitted complete with all required supporting documentation as determined by the Consultant.”

GC 5.2.9 – Add new paragraph as follows:
“The Contractor shall with each and every application for payment subsequent to the first, submit a current CCDC 9A - 2001 Statutory Declaration of Progress Payment Distribution by Contractor, stating that all accounts for labour, subcontracts, Products, Construction Equipment and other indebtedness which may have been incurred by the Contractor and for which the Owner might in any way be held responsible have been paid up in full up to the previous invoice, except
for amounts properly retained as a holdback or as an identified amount in a dispute. The Statutory Declaration shall be completed and sworn before a British Columbia qualified Notary Public or lawyer.”

**GC 5.2.10 – Add new paragraph as follows:**
“The Contractor shall submit a Letter of Good Standing with Workers Compensation Board/Work Safe BC, with each application for progress payment.”

**GC 5.2.11 – Add new paragraph as follows:**
“Before any payments are made by the Owner to the Contractor, the Consultant or the Owner may by Notice in Writing require that the Contractor furnish such further detailed information as the Consultant or the Owner may determine is necessary to establish compliance by the Contractor with the Contract Documents.”

**GC 5.3  PROGRESS PAYMENT**

**GC 5.3.1.3 – Amend the sentence of paragraph 5.3.1.3 by deleting the words “before 20 calendar days” and replacing them with the following:**
“. . . before 30 calendar days . . .”

**GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

**GC 5.4.4 – Add new paragraph as follows:**
“Subject to the requirements of the Builders Lien Act relative to the date of issuance by the Consultant of the certificate of completion pursuant to paragraph 5.4.2 the Consultant shall issue to the Owner and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less: .1 twice the value of any deficiencies shown on the comprehensive list of items to be completed or corrected as in GC 5.4.1, as determined by the Consultant; .2 the value of incomplete work as determined by the Consultant (until delivered to the Owner, the updated red lined As-Built Drawings and 3 copies of the Project maintenance manuals will be included in this list and may be valued at the greater of ten thousand dollars ($10,000) or 2% of the Contract Price); and .3 the amounts of all previous certificates of payment.”

**GC 5.4.5 – Add new paragraph as follows:**
“The Contractor acknowledges that the submittals described in this paragraph 5.4.5 are critical to the Owner’s use, occupancy and maintenance of the Project and agrees to make such submittals to the Owner before or after applying for the for payment described in paragraph 5.4.1, as follows: .1 The Contractor shall give notice to the Owner a minimum of forty-five (45) calendar days prior written notice confirming that the date set out in Article A-1 for Substantial Performance of the Work will be attained; .2 No later than twenty five (25) days following the issuance of any certificate of Substantial Performance of the Work, submit to the Consultant, with its application for payment, all written guarantees, warranties, certificates, service contracts, manufacturers’ inspections, testing and balancing reports, distribution system diagrams, Shop Drawings, maintenance manuals and materials, and any other materials or documentation required by the Contract, except for record drawings; .3 Submit a statement that all claims and demands for extra Work or otherwise, under or in connection with the Contract, have been presented to the Consultant and that the Contractor expressly releases the Owner from all claims and demands except those made in writing prior to that date and still unsettled: .4 With respect to record or As–Built Drawings, the Contractor shall submit full and complete record of As-Built Drawings to the Consultant within forty-five (45) days of the issuance of the certificate of Substantial Performance of the Work.”

**GC 5.4.6 – Add new paragraph as follows:**
“The Owner reserves the right to take possession of and use completed or partially completed portions of the Work, in addition to occupancy conditions included in the Contract, provided that: .1 the portion of the Work is ready to be used for the purpose intended, to the satisfaction of the Consultant and authorities having jurisdiction; and .2 the Owner’s possession and use do not interfere with the Contractor’s Work; and .3 the Consultant conducts a review prior to possession by the Owner; and .4 any extra costs incurred by the Contractor as a result of such occupancy are borne by the Owner, subject to the provisions of GC 6.5 Delays.”
GC 5.4.7 – Add new paragraph as follows:
“Before or at the time of submitting an application for Substantial Performance of the Work or a certificate of completion, the Contractor will submit all required supporting documentation, including those requirements in GC 5.2.8.”

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

GC 5.5.1.3 - Add new paragraph as follows:
“when applying for release of holdback, submit a current CCDC 9B Statutory Declaration of Progress Payment Distribution by Subcontractor and a Worker’s Compensation Board Letter of Good Standing from each of the Subcontractors.”

GC 5.5.3 - Delete in its entirety and substitute “Intentionally left blank”.

GC 5.5.4 - Delete paragraph 5.5.4 in its entirety and substitute the following:
“The lien holdback amount authorized by the statement for payment of the lien holdback amount is due and payable on the day following the expiration of the lien holdback period stipulated in the lien legislation applicable to the Place of the Work, provided that no liens are then registered or claimed and no action exists in respect of lien holdback funds. The Owner may retain out of the lien holdback funds any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner. Prior to applying for the release of lien holdback funds, the Contractor shall have submitted the following documents, each in a form satisfactory to the Consultant and dated after the expiration of the applicable lien period from the issuance date of the certificate of Substantial Performance of the Work issued by the Consultant:

.1 a declaration from the Contractor to the Owner, in a form satisfactory to the Owner, to the effect that:
   (1) no lien associated with the Work exists against the Owner’s property and the Work; and
   (2) no action has been commenced in connection with any holdback funds related to the Work;
.2 statutory declarations in the forms satisfactory to the Owner, verifying that all liabilities incurred by the Contractor and its Subcontractors in carrying out the Work have been paid and there are no outstanding liens, garnishes, attachments, or claims relating to the Work;
.3 a certificate of clearance from the Workers Compensation Board of the Province certifying the Contractor’s compliance with the requirements of the Workers Compensation Act including any payments due there under;
.4 all warranties required under the provision of this Contract, whether originating from the Contractor or sub-Contractors or suppliers; and
.5 a release stating that the Contractor has no further claims against the Owner in respect to the Contract.”

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

GC 5.6.4 - Add new paragraph as follows:
“For release of holdback on subcontract Work which is 100% complete, prior to final payment, the Contractor shall make application by written request for a review to determine the date of completion of the subcontract and shall submit such supporting material as the Consultant may in his discretion require, and may include statutory declarations from such persons and dealing with such matters as the Consultant requires. Such material shall in any event include:

.1 Description of the scope of the Work;
.2 Workplace Safety & Compensation Board clearance certificate for the Contractor, the Subcontractor concerned, and any other Subcontractors and Suppliers who have provided any services to the Subcontractor;
.3 Statutory declaration by an officer of the Subcontractor in the form CCDC Document 9B – 2001;
.4 Contractor’s written acknowledgement to the Owner that the requirements of the Contract Documents will not be altered by early release of the holdback of the completed sub-contracts;
.5 Confirmation by the bonding company that it has been notified of the intent to claim early release of holdback and does not object.

An application for progressive release of holdback will not be considered complete until all related documentation required for the Consultant’s review is received, including those requirements in GC 5.2.8.

GC 5.7 FINAL PAYMENT

GC 5.7.4 - Amend line 2, by removing “5” and replacing it with “20 Working Days”.

GC 5.7.5 – Add new paragraph as follows:
“Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.”

Add GC 5.10 RIGHT TO SET-OFF

GC 5.10.1 – Add new paragraph as follows:
“Without restricting any right of set-off given or implied by law, the Owner may set-off against any amounts payable under the Contract Documents to the Contractor any amount including expenses and damages owing to the Owner by the Contractor.”

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

GC 6.1.2 - Amend paragraph 6.1.2 by adding the following to the end of that paragraph:
“This requirement is of the essence and it is the express intention of the parties that any claims by the Contractor for a change in the Contract Price and/or Contract Time shall be barred unless there has been strict compliance with PART VI CHANGES IN THE WORK.”

GC 6.1.3 – Add new paragraph as follows:
“The Contractor agrees that changes resulting from construction coordination including but not limited to site surface conditions, site coordination, Subcontractor and Supplier coordination are included in the Contract Price and shall not entitle the Contractor to claim addition to the Contract Price in relation to coordination.”

GC 6.2 CHANGE ORDER

GC 6.2.3 – Add new paragraph as follows:
“With respect to the evaluation of changes in the Work, the paragraph 6.2.4 description of mark-ups for all office and site related overhead (including all necessary management, estimating, administration, supervision, insurance, bonding, financing, warranty, general account items, continuing expense, unloading, unpacking, disposing of packing materials, cleaning, hoisting, clean-up, small tools, as-built drawings, job safety and all other related indirect work) and profit shall apply.”

GC 6.2.4 – Add new paragraphs as follows:
“For each change in the Work, the Contract Price shall be increased by the net cost of that change in the Work, plus the following mark-ups for all overhead and profits:

1. Contractor’s mark-up for work performed by the Contractor’s own forces: 15% of the net cost;
2. Contractor’s mark-up for work performed by Subcontractors: 10% of the net cost; and
3. Subcontractor’s mark-up for work performed by Subcontractor’s own forces 10% of the net cost.

Credits for reduced or deleted portions of the Work shall be the actual cost of the Work, without addition or deletion of any amounts by the Performing and/or Administering Contractor, for overhead and profit and be included in the actual cost of the net change.”

GC 6.3 CHANGE DIRECTIVE

Delete GC 6.3.1 through GC 6.3.13 and substitute with the following:
“6.3.1 When a change in the Work is proposed or required, the Consultant will provide the Contractor with a written description of the proposed change to the Work. If, in the Contractors estimate, the proposed work is of a time sensitive nature and in order to mitigate unnecessary charges which may occur should the change to the Work not be approved immediately and/ or to avoid any delay in the schedule, the Contractor shall immediately notify the Consultant. If the Consultant agrees with the Contractor’s assessment, the Consultant will immediately notify the Owner and include all relevant information surrounding the request for a Change Directive. If the Owner agrees, the Consultant will immediately issue a Change Directive. All work to be done on a Change Directive will be done on a time and materials basis. The Contractor will provide to the Consultant daily time sheets listing the hours spent by each sub-trade assigned to the task(s) and will also provide invoices for any materials procured specifically for this work and/ or incorporated into the Work. If requested by the Owner, the Contractor will, as
soon as practicable after commencing the work of the Change Directive, provide a fixed price quotation for the change in accordance with paragraph 6.2.1 which, when recommended by the Consultant and accepted by the Owner, shall be deemed the total cost of the change in the Work.”

“6.3.2 Submission of quotations, including markups, on any work requested via Change Directive shall be in accordance with GC 6.2 Change Order.”

**GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

**GC 6.4.1 – Delete. Replace it with the following:**

“6.4.1.1 The Contractor confirms that, prior to tendering the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.15.1.”

“6.4.1.2 No claim by the Contractor will be entertained in connection with conditions which could reasonably have been ascertained by such investigation undertaken prior to the award of the Contract.”

**GC 6.4.2 - Add a new first sentence which reads as follows:**

“Having regard to paragraph 6.4.1, if the Contractor believes that the conditions of the Place of Work differ materially from those reasonably anticipated, differ materially from those indicated in the Contract Documents or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall provide the Owner and the Consultant Notice in Writing no later than five (5) Working Days after the first observation of such condition.”

**GC 6.4.3 – Delete. Replace it with the following:**

“If the Consultant makes a finding pursuant to paragraph 6.4.2 that no change in the Contract Price or the Contract Time is justified the Consultant shall report in writing the reasons for this finding to the Owner and the Contractor.”

**GC 6.5 DELAYS**

**GC 6.5.1 - Amend by deleting all the words in the fourth line following the word “for” and substitute the following:**

“….reasonable direct costs flowing from the delay but excluding any consequential, indirect and special damages.”

**GC 6.5.3 – Delete paragraph 6.5.3 in its entirety and substitute the following:**

If the Contractor is delayed in the performance of the Work as a result of Force Majeure, then Contract Time shall be extended for such reasonable time as the Consultant may recommend. The Contractor shall not be entitled to any additional compensation as a result of such Force Majeure event or the delay occasioned thereby and shall not be compensated for any additional costs, directly or indirectly arising as a result of such Force Majeure event or the delay occasioned thereby (including, without limiting the generality of the foregoing, any additional costs arising out of winter construction). No controversy or dispute between the Owner and the Contractor or between the Contractor and the Consultant or the Owner and the Consultant in relation to such delay shall constitute a cause for stoppage of the performance of the Contractor’s obligations or services or for a delay or extension.”

**GC 6.5.6 – Add new paragraph as follows:**

“The party making the claim for the extension shall submit to the Consultant, within 10 Working Days, a detailed account of the Contract Time extension claimed and the grounds upon which the claim is base complete with required supporting documentation as determined by the Consultant.”

**GC 6.5.7 – Add new paragraph as follows:**

“Should the Consultant, in consultation with the Contractor, determine the Contractor is delayed in performance of the Work, or any part thereof, by the Contractor’s inaction, or by delay or inaction of anyone employed or engaged by the Contractor directly or indirectly, and the Contract Time is compromised:

.1 The Consultant will promptly give Notice in Writing of such determination to the Owner and the Contractor.
.2 The Contractor shall accelerate the Work as required to achieve the Contract Time.
.3 The Contractor shall then promptly give the Owner and the Consultant Notice in Writing of specific changes to the construction scheduling and construction processes the Contractor will implement to accelerate the Work.
.4 The Contractor shall not be entitled to payment for costs to accelerate the Work to meet the Contract Time.”

**GC 6.5.8 – Add new paragraph as follows:**

“If the Consultant determines that the Work has not been sufficiently accelerated to mitigate the delay, then the Contract Time may be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The
Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later actual date of Substantial Performance of the Work achieved by the Contractor.”

GC 6.5.9 – Add new paragraph as follows:
“During any delays in the performance of the Work as set out in GC 6.5 DELAYS, the Contractor shall maintain adequate surveillance of the Work and undertake such maintenance and protection of the Work as may be reasonable to maintain safety and when possible to protect Products already installed in the Work or delivered to the Place of the Work.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

GC 6.6.1 - Add at the end of this paragraph after the word ‘Consultant’ the following:
“in no case more than 10 Working Days from the event or series of events giving rise to the claim.”

PART 7 DEFAULT NOTICE

GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

GC 7.2.1 - Delete entirely.

GC 7.2.3.1 - Delete entirely.

Add GC 7.3 SUSPENSION OF WORK BY THE OWNER

GC 7.3.1 – Add new paragraph as follows:
“The Owner may require the Contractor to suspend execution of the Work for either a specified or unspecified period by giving written notice to that effect to the Contractor.”

GC 7.3.2 – Add new paragraph as follows:
“The Contractor, upon receiving notice of the Owner's requirement pursuant to paragraph 7.3.1, shall immediately suspend all operations except those which, in the Contractor's opinion, are for the care and preservation of the Work, the materials and plant. During the period of suspension the Contractor shall remain responsible for the Work then in place, the materials and plant to the same extent as if there were no suspension.”

GC 7.3.3 – Add new paragraph as follows:
“During the period of suspension the Contractor shall minimize the Contractor's payroll costs and operating expenses and within ten (10) Working Days, or such time as otherwise agreed to by the parties, of receipt of the notice of suspension deliver to the Owner a schedule of net expenses in respect of which the Contractor claims to be reimbursed. The Contractor shall not, during the period of suspension, remove from the site any part of the Work or any materials, plant or products without the written consent of the Owner.”

GC 7.3.4 – Add new paragraph as follows:
“If the period of suspension is twenty (20) Working Days or less, the Contractor, upon the expiration of the period of suspension, shall resume the execution of the Work and be entitled to the cost, calculated in accordance with GC 6.1 – CHANGES and GC 6.2 – CHANGE ORDER of any plant, labour and material necessarily involved in complying with the suspension notice, and the Contract Time shall be extended for a period of not less than the period of the suspension and shall include reasonable time for the Contractor to re-mobilize.”

GC 7.3.5 – Add new paragraph as follows:
“If the period of suspension is more than twenty (20) Working Days and if, upon the expiration of the period of suspension, the Owner and the Contractor agree that the execution of the Work shall be completed, the Contract Documents shall be modified by such terms and conditions, if any, agreed upon by the Owner and the Contractor, and the Contract Time shall be extended to reflect the period of suspension, but for a period not less than the period of the suspension.”
GC 7.3.6 – Add new paragraph as follows:
“If upon the expiration of a period of suspension of twenty (20) Working Days, the Owner and the Contractor do not agree that the Work shall be completed by the Contractor or they are unable to agree upon the terms and conditions under which the Contractor will complete the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC 7.4 – TERMINATION OF CONTRACT WITHOUT DEFAULT.”

Add GC 7.4 TERMINATION OF CONTRACT WITHOUT DEFAULT

GC 7.4.1 – Add new paragraph as follows:
“The Owner may terminate this Contract at any time upon written notice to the Contractor, notwithstanding the fact that the Contractor may not then be in default. In such event the Owner shall pay to the Contractor the lesser of:

.1 an amount equal to the Contract Price inclusive of approved Change Orders less payments previously made, or
.2 an amount equal to the cost of doing the Work, less all payments previously made, including the substantiated, actual cost of all of the following:

(1) wages and benefits paid for labour in the direct employ of the Contractor per the substantiated base cost of labour unless a salary or wage schedule has been agreed upon by the Owner and the Contractor;
(2) contributions, assessments, or taxes incurred for such items as employment insurance, provincial health insurance, workers’ compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the work as provided in paragraph 7.4.1.1;
(3) travel and subsistence expenses of the Contractor's personnel described in paragraphs 7.4.1.1 or 7.4.1.2;
(4) the cost of all Products including cost of transportation thereof;
(5) the cost of materials, supplies, equipment, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
(6) a sum to cover indirect expenses and overheads equal to ten percent (10%) of the aggregate of amounts payable under paragraphs 7.4.1.2.1, 7.4.1.2.3 and 7.4.1.2.4;
(7) a sum in lieu of profits equal to five percent (5%) of the aggregate of the amounts payable under paragraphs 7.4.1.2.1 to 7.4.1.2.5;
(8) incremental rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or provided by the Contractor or others;
(9) deposits lost;
(10) the amounts of all subcontracts;
(11) the cost of quality assurance such as independent inspection and testing services;
(12) charges levied by authorities having jurisdiction at the Place of the Work;
(13) any adjustment in applicable taxes and duties for which the Contractor is liable; and
(14) the incremental cost of removal and disposal of waste products and debris specifically generated by a Change Directive.”

GC 7.4.2 - Add new paragraph as follows:
“All materials referred to in paragraph 7.4.1.2.5 shall become the property of the Owner and the Contractor shall take all steps reasonably required, including the execution of any documents, to protect the title of the Owner thereto. Any costs reasonably incurred by the Contractor in taking steps to protect the title of the Owner should be paid as per provisions in paragraph 7.4.1.”

GC 7.4.3 – Add new paragraph as follows:
“Upon notice of termination, the Contractor shall be released from their liability or obligation under the Contract Documents, save and except those liabilities or obligations applying to that portion of the Work completed prior to termination with respect to deficiencies and warranties.”

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

GC 9.2.1 to GC 9.2.8 – Delete in their entirety and substitute the following.

GC 9.2.1:
“For the purposes of applicable environmental legislation, the Owner shall be responsible for toxic or hazardous substances and materials present at the Place of the Work at the commencement of the Work. The Contractor shall be responsible for toxic or hazardous substances brought onto the Place of the Work by the Contractor after commencement of the Work.”
GC 9.2.2:
“If the Contractor:
  .1 encounters toxic or hazardous substances at the Place of the Work, or
  .2 has reasonable ground to believe that toxic or hazardous substances are present at the Place of the Work;
which were not identified in the Contract Documents then the Contractor shall:
  .1 take all reasonable steps, including stopping the Work if necessary, to ensure that no person’s exposure to any toxic or hazardous substances exceeds the exposure permitted by applicable law; and
  .2 immediately report the circumstances in writing to the Consultant and the Owner in writing.”

GC 9.2.3:
“The Owner in consultation with the Contractor will retain a qualified independent expert to investigate and provide an opinion on:
  .1 the necessary steps required by applicable legislation to remove and dispose of any toxic or hazardous substances at the Place of the Work that must be moved in order to proceed with the Work; and
  .2 whether such toxic or hazardous substances were present prior at the Place of the Work prior to the commencement of the Work, or whether they were brought to the Place of the Work by the Contractor.”

GC 9.2.4:
“If the Owner and Contractor agree, or if the expert referred to in GC 9.2.3 determines, that the toxic or hazardous substances were not brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible:
  .1 the Owner may engage the services of an Environmental Remediation Contractor to arrange for the expeditious removal from the Place of the Work and disposal of the toxic or hazardous materials, the cost of which shall be to the account of the Owner, or the Owner may request that the Contractor shall within 10 Working Days prepare and deliver to the Owner, with a copy to the Consultant, a plan for the safe removal from the Place of the Work and disposal of the toxic or hazardous substances and the Owner shall, within 5 Working Days of receipt of such plan, approve the plan or provide reasons to the Contractor why the Owner did not approve the plan;
  .2 if having received approval from the Owner, the Contractor shall promptly take all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
  .3 the Contractor shall make good any damage to the Work, the Owner’s property or property adjacent to the Place of the Work as provided in GC 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  .4 the Owner shall reimburse the Contractor for the costs of all steps taken pursuant to GC 9.2.2 and 9.2.4, except in all cases where the Owner has retained and directly paid for the services on an Environmental Consultant and/or Environmental Remediation Contractor;
  .5 the Owner shall extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in GC 9.2.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay; and
  .6 the Owner shall indemnify the Contractor as required by GC 12.1 – INDEMNIFICATION.”

GC 9.2.5:
“If the Owner and Contractor agree, or if the expert referred to in GC 9.2.3 determines, that the toxic or hazardous substances were brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible:
  .1 within 10 Working Days prepare and deliver to the Owner, with a copy to the Consultant, a plan for the safe removal from the Place of the Work and disposal of the toxic or hazardous substances and the Owner shall, within 5 Working Days of receipt of such plan, approve the plan or provide reasons to the Contractor why the Owner did not approve the plan;
  .2 having received approval from the Owner, promptly take all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
  .3 make good any damage to the Work, the Owner’s property or property adjacent to the Place of the Work as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  .4 reimburse the Owner for reasonable expenses costs incurred with regard to the expert under paragraph 9.2.3; and
  .5 indemnify the Owner as required by GC 12.1 – INDEMNIFICATION.”

GC 9.3 ARTIFACTS AND FOSSILS

GC 9.3.2 – Add the following after the words “Contractor shall” in the first line:
“... comply with the provisions of the Heritage Conservation Act and ...”
GC 9.4 CONSTRUCTION SAFETY

GC 9.4.1 - Delete this paragraph. Replace it with the following:
“The Contractor shall be solely responsible for safety at the Place of the Work and for compliance with rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall be responsible for and ensure the safety not only of the workers, Subcontractors, tradesmen and Suppliers and their plant and equipment but also of all other persons who enter the Place of the Work whether during working hours or not and for that purpose shall erect such hoardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.”

GC 9.4.2 – Add new paragraph as follows:
The Contractor shall indemnify and save harmless the Owner, its agents, officers, directors, employees, Consultants, successors, and assigns from and against the consequences of any and all safety infractions committed by the Contractor, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the Owner is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to fines, losses, costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.”

GC 9.5 MOULD

GC 9.5.3.3 – Delete this paragraph. Replace with the following:
“extend the Contract Time for such reasonable time as the Consultant may recommend on consultation with the Contractor and the Owner. If, in the opinion of the Consultant, the Contractor has been delayed in performing the Work and/or has incurred additional costs under paragraph 9.5.1.2, the Owner shall reimburse the Contractor for the reasonable costs incurred as a result of the delay and as a result of taking those steps, and”

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

GC 10.1.2 - Amend by adding the following sentence at the end of the existing paragraph:
“For greater certainty, the Contractor shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the Owner shall not be entitled to any credit related to mark up for overhead or profit on any decrease in such taxes.”

GC 10.1.3 – Add new paragraph as follows:
“Where an exemption or recovery of sales taxes, customs duties, excise taxes or Value Added Taxes is applicable to the Contract, the Contractor shall, at the request of the Owner or the Owner’s representative, assist, join in, or make application for any exemption, recovery, or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the Owner. The Contractor agrees to endorse over to the Owner any funds received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph 10.1.3.”

GC 10.1.4 – Add new paragraph as follows:
“The Contractor shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and Value Added Taxes paid.”

GC 10.1.5 – Add new paragraph as follows:
“Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, 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 and obtain from all sub-Contractors and Suppliers cooperation with the Owner in the application of any refund of any taxes, which cooperation shall include, but not limited to, making or concurring in the making of an application for any such refund or exemption and providing to the Owner copies, or where required, originals of records, invoices, purchase orders, and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the Owner, or shall be a credit to the Owner against the Contract Price, in the Owner’s discretion.”
GC 10.1.6 – Add new paragraph as follows:
“Customs duties penalties, or any other penalty, fine or assessment levied against the Contractor shall not be treated as a tax or customs duty for purposes of this GC 10.1.”

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

GC 10.2.5 - Amend paragraph 10.2.5 by adding the following to the end of the second sentence:
“…. and no further Work on the affected components of the Contract shall proceed until these changes to the Contract Documents have been obtained by the Contractor from the Consultant.”

Further amend paragraph 10.2.5 by adding the following sentence to the end of the paragraph, as amended:
“The Contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the BC Building Code or authorities having jurisdiction as applicable. The Contractor shall be present at each site inspection made by an inspector or registered code agency as applicable under the BC Building Code, or authorities having jurisdiction as applicable.”

GC 10.2.6 - Amend paragraph 10.2.6 by adding the following sentence at the end of that paragraph:
“If the Owner suffers loss or damage as a result of the Contractor’s failure to comply with paragraph 10.2.5, and notwithstanding any limitations described in paragraph 12.1.1, the Contractor agrees to indemnify and hold harmless the Owner and the Consultant from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the Contractor.”

GC 10.2.8 - Add new paragraph as follows:
“The Contractor shall provide to the Consultant copies of all inspection reports from the various authorities having jurisdiction within two Working Days of their receipt.”

GC 10.4 WORKERS’ COMPENSATION

GC 10.4 WORKERS’ COMPENSATION – Delete all paragraphs entirely.
Replace with the following requirements:
“GC 10.4.1:
Prior to commencing the Work, and with each application for payment thereafter, the Contractor shall provide a Certificate of Clearance from the Workers Compensation Board of BC/WorkSafe BC. Application for payment of the holdback amount following Substantial Performance of the Work and again at the Contractor’s application for final payment, the Contractor shall provide evidence of compliance by the Contractor and Subcontractors with the workers compensation legislation at the Place of the Work, including payments due thereunder.

GC 10.4.2:
At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.

GC 10.4.3 - Occupational Health and Safety
The Contractor shall act in the capacity of the “Prime Contractor” for the construction site and that it shall take all necessary precautions to fulfill all of its obligations, functions and duties as Prime Contractor in compliance with Workers Compensation Act (British Columbia) and the OHS Regulation.

.1 The Contractor shall, before the commencement of the Work:
(1) Designate a qualified site safety coordinator who shall be an employee of the Prime Contractor and shall be qualified (being knowledgeable of the work, the hazards involved and the means to control the hazards, by reason of education, training, experience or a combination thereof) to discharge the responsibilities of a site safety coordinator as described in the Workers Compensation Act (British Columbia) and the OHS Regulation; and
(2) Deliver to the Owner’s representative written notice of the designation of the site safety coordinator a copy of the “Notice of Project” for the Project. Written Notice confirming that the Health and Safety Program has been implemented and is readily available in accordance with the Workers Compensation Act (British Columbia) and the OHS Regulation.
.2 The Contractor shall:
(1) Observe and comply with Worker’s Compensation Act (British Columbia) and the OHS Regulation, including conducting worker safety orientations, holding health and safety meetings to coordinate activities, conduct safety inspections to ensure compliance with WorkSafeBC OSH Regulations by all workers and perform accident and incident investigations as required;
(2) Ensure that all assessment, levies, penalties, fees and fines, which may be made under any Health and Safety Laws, are punctually paid as they become due; and
(3) Establish and maintain a joint health and safety committee with terms of reference that ensure that it can fulfill its functions under the Workers Compensation Act (British Columbia) and the OHS Regulation, and ensure that such committee fulfills such functions.

.3 Post at the Place of the Work:
(1) The name of the qualified coordinator;
(2) A site drawing showing the boundaries of the construction site, with project layout, first aid location, emergency transportation provisions and the evacuation marshalling points relating to the Place of the Work; and
(3) Ensure that a copy of the Health and Safety Program, the written construction procedures designed to protect the health and safety of workers at the construction site and a copy of the OHS Regulation are readily available at convenient locations at the Place of the Work.

.4 Deliver and post at the Place of the Work any and all required Notices of Project.

.5 When conditions or activities at any location at the Place of the Work affect the workers of more than one employer or where there are overlapping or adjoining work activities by two or more employers, ensure that the site safety coordinator coordinates the occupational health and safety activities throughout the Place of the Work and alerts all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

.6 Immediately notify all employers, workers, suppliers and Subcontractors and any other persons throughout the site of any hazard created by the construction work and/or by overlapping or adjoining work activities of two or more employers and ensure the hazards are addressed throughout the duration of such activities.

.7 Immediately deliver to the Owner’s representative the name of any employer who does not cooperate with, assist or comply with the requirements of the site safety coordinator regarding coordination of health and safety activities throughout the Place of the Work.

.8 In the event of an accident or incident that requires notification to WorkSafeBC, deliver copy of such notice to the Owner’s representative at the same time as to WorkSafeBC, and provide ongoing information to the Owner’s representative on the progress of any investigation resulting from such notice, accident or incident.

.9 Record and retain all occupational health and safety documentation in respect of the Work, including:
(1) Notices which the Contractor is required to provide to WorkSafeBC;
(2) Monthly summaries of remedial actions taken to reduce occupational health and safety hazards within the construction site;
(3) Directives with inspection reports issued by or through WorkSafeBC in connection with the construction site or the construction work;
(4) Reports and investigations on incidents and accidents, which are required to be investigated by WorkSafeBC;
(5) Records, including minutes, of safety meetings and tailgate meetings;
(6) Copies of any hazard identifications performed at the Place of the Work;
(7) Evidence that instruction and health and safety orientation and training for workers at the Place of the Work is being conducted; and
upon the request of the Owner’s representative, make such documentation available to the Owner’s representative, including by providing copies.

.10 Employ a qualified site safety coordinator at the construction site.

GC 10.4.4 - Site Safety and Security

.1 The Contractor shall take such measures as are reasonably required, including fencing, hoarding, the use of delineators and signage where appropriate, to prevent the trespass and access into the Place of the Work of any persons not entitled to be on the site.
The Contractor shall provide for the safety of all persons at or near the Place of the Work including users of the site and shall maintain the Place of the Work in a manner and in an orderly state that ensures the safety of such persons and that is appropriate to the safety of such persons.

The Contractor shall remove from the Place of the Work any worker who engages in misconduct or is incompetent or negligent in the proper performance of any duties, or whose presence at the Place of the Work is otherwise undesirable.

**GC 10.4.5 - Health and Safety Program**

.1 Notwithstanding any limitation in the WorkSafeBC OHS Regulation regarding the number of workers in any work force, the Contractor shall prepare, submit to the Owner’s representative, and at all times implement and a written health and safety program that:

.1 Is specific to controlling the hazards of the Project Site;
.2 Complies with the WorkSafeBC OHS Regulation;
.3 Satisfies the requirements of Section 3.3 of Part 3 of the OHS Regulation;
.4 Is designed to prevent injuries and occupational diseases;
.5 Provides for the establishment and maintenance of systems and processes to ensure compliance with the WorkSafeBC OHS Regulation; and

upon the request of the Owner’s representative from time to time, deliver to the Owner’s representative evidence of the implementation and maintenance of the Health and Safety Program.

**GC 10.4.6 - Appointment of other Prime Contractors by the Owner**

.1 The Owner may, from time to time during the term of Contract, on prior written notice from the Owner’s Representative to the Contractor, appoint a person other than the Contractor as the Prime Contractor (in this Section, the “Other Prime Contractor”) in connection with specified works and activities that may be undertaken and performed at any specified location or locations in the Project site, for the specified period of time, all as set out in such notice.

.1 Upon receipt of written notice from the Owner’s Representative, the Contractor agrees that it will not be the Prime Contractor for the specified location or locations and for the specified period of time.

.2 Upon receipt from the Owner’s Representative of written notice of the conclusion of the works and activities, the Contractor shall reassure and thereafter fulfill the responsibilities of the Prime Contractor as otherwise set out in this Contract at the applicable location or locations.

**PART 11 INSURANCE AND CONTRACT SECURITY**

**GC 11.1 INSURANCE – Delete all paragraphs entirely.**

*Replace with the following insurance requirements:*

"GC 11.1.1

Without restricting the generality of GC 12.1 – INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

Insurance has been bought by the Owner, to protect all those who have a direct participation in the construction project for claims which may arise as a result of third party liability and loss or damage during course of construction.

As coverage is designed to protect the various parties insured on the same basis as if each had bought separate policies, it is essential that each insured advise their insurance agent or broker to ensure that duplicate coverage does not occur. In general, all Contractors shall exclude in their tender prices, insurance charges applicable to their project work, as the premium is paid by the Owner. The value of such work shall be excluded in annual sales or audit reports given to underwriters for the purposes of fixing premiums, otherwise duplicate charges may result. The exception shall be long term Completed Operations’ coverage after the project is completed, and the liability insurance provided by the Owner has expired."
(a) **Commercial General Liability**

.1 The *Owner* shall provide, maintain and pay for Commercial General Liability Insurance with a limit of Ten Million Dollars ($10,000,000), inclusive per occurrence, Twenty Million Dollars ($20,000,000) general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of Ten Million Dollars ($10,000,000) annual aggregate. Such coverage excluding Marine & Aircraft liability, Pollution Liability and Professional Liability insurance.

.2 The Insurance shall cover the *Owner, Contractors, Subcontractors, Architects, Engineers, Consultants* and any one employed by them to perform part or parts of the *Work* but excluding *Suppliers* whose only function is to supply and/or transport products to the project site. The insurance does not extend to any activities, works, jobs or undertakings of the insureds other than those directly related to the *Work of this Contract*.

.3 The insurance shall preclude subrogation claims by the insurer against anyone insured hereunder.

.4 The insurance shall include coverage for:
   (1) Premises and Operations Liability;
   (2) Occurrence Property Damage
   (3) Products and Completed Operations Liability;
   (4) Blanket Contractual Liability;
   (5) Cross Liability;
   (6) Elevator and Hoist Liability;
   (7) Contingent Employer’s Liability;
   (8) Personal Injury Liability;
   (9) Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunnelling and Grading (as applicable);
   (10) Liability with respect to Non-Owned Licensed Vehicles ($10,000,000);
   (11) Broad Form Property Damage;
   (12) Employees as Additional Insureds;

.5 Any applicable deductible shall not exceed Ten Thousand Dollars ($10,000.00) except with respect to loss or damage arising from hot roofing operations where the deductible shall not exceed Fifty Thousand Dollars ($50,000.00).

.6 This insurance shall be maintained continuously from commencement of the *Work* until the date of final certificate for payment is issued or when the insured project is completed and accepted by or on behalf of the *Owner*, whichever occurs first, plus with respect to completed operations cover a further period of twenty-four (24) months.

.7 The Commercial General Liability Insurance shall include the *Contractor* as the named insured.

.8 The Commercial General Liability Insurance shall include all *Subcontractors* as additional insureds.

.9 The Owner shall provide the *Contractor* with a Certificate of Insurance evidencing the Owner’s obligations in the GC 11.1.1 (a).

(b) **Property Coverage**

.1 The coverage shall include as a protected entity, each *Contractor, Subcontractor, Architect or Engineer* who is engaged on the *Project*.

.2 The *Owner* shall provide, maintain and pay for Course of Construction coverage, against “All Risks” of physical loss or damage, and cover all materials, property, structures and equipment purchased for, entering into, or forming part of the *Work* whilst located anywhere within Canada and continental United States of America (excluding Alaska) during construction, erection, installation, and testing, but such coverage shall not include coverage for faulty workmanship, materials or error in design or *Contractor*’s equipment of any description. Such transit and temporary location coverage shall have a limit of $100,000 and be maintained until Substantial Performance of the *Work*.

.3 There will be a maximum deductible of Ten Thousand Dollars ($10,000.00) for each and every occurrence on projects valued at less than Ten Million Dollars ($10,000,000.00) and a maximum deductible of Twenty Five Thousand Dollars ($25,000.00) on projects valued at more than Ten Million Dollars ($10,000,000.00) except for the perils of flood which shall have a maximum deductible of One Hundred Thousand Dollars ($100,000.00), testing and commissioning and water damage to interior of buildings shall have a maximum deductible of Fifty Thousand Dollars ($50,000.00) and earthquake shall have a ten percent (10%) based upon the total project value insured subject to minimum Two Hundred Fifty Thousand Dollars ($250,000.00). A one day waiting period for each month of the project subject to a minimum waiting period of 30 days shall apply with respect to soft costs.

.4 The coverage is extended to permit coverage to apply during any period in which the property insured is being prepared for occupancy and while partially occupied.
The coverage will contain a waiver of the Owner’s rights of subrogation claim against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

Contractor shall, at his own expense, take reasonable precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.

This insurance shall be maintained continuously from commencement of the Work until project is completed and accepted by the Owner.

At the time of any occurrence covered, or any occurrence appearing to be covered, by any of the policies of insurance, the Contractors shall immediately give notice to the occurrence, in writing, to the representative of the Owner.

Any failure of any Insurer to pay any claim will in no way absolve the Contractor from its responsibilities and liabilities under the Contract. The agreement of the Owner to maintain insurance under the Contract is not deemed to extend or affect the obligation or liability of the Owner to the Contractor.

(c) Automobile Liability Insurance

The Contractor shall provide, maintain and pay for, and require all Subcontractors to provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of Five Million Dollars ($5,000,000.00) inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to the Owner.

d) Pollution Liability Insurance

Each Contractor or Subcontractor who is involved in any way with the handling or removal of any material which, in the process of handling or removal, could result in impairment of the environment, or pollution of any kind, shall at his own expense, obtain and maintain, for the duration of the Contract and for a period of twenty-four (24) months following completion of the Work a Contractors Pollution Liability Insurance policy with a limit of one million dollars ($1,000,000).

This insurance is to include the Owner as an additional insured.”

GC 11.1.2

The Owner shall, upon request, provide the Contractor with proof of insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work and the Owner shall provide the Contractor prior to the commencement of the Work with copies of the insurance policies required to be provided by the Owner to the extent required by the Contractor to review coverages, exclusions, and warranties.

The Contractor shall, upon request, provide the Owner with proof of insurance for those insurances required to be provided by the Contractor and Subcontractors prior to the commencement of the Work in the form of a completed Certificate of Insurance and Certified copies of Insurance.

GC 11.1.3

The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the Contract.

GC 11.1.4

The Contractor shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section. The Owner shall provide, maintain and pay for any additional insurance it requires. Such insurance contemplated under this GC 11.1.4 will name the Owner as an additional insured and includes but is not limited to aircraft and/or watercraft liability, and special transit risks.

GC 11.1.5

The Contractor shall endeavor to provide the Owner at least thirty (30) days prior written notice should each insurance policy be cancelled, reduced, materially altered or amended.

GC 11.1.6

The Contractor will ensure that all activities, procedures and conduct at the Project site, on the Owner's property or in connection with the Work comply with the requirements of all insurance policies applicable to the Work or the Project and
all directives, instructions and riders issued by the insurers pursuant to or in conjunction with such policies. The Contractor will ensure that its activities and the activities of those for whom it is responsible comply with all Project insurance requirements so that in the event of any claim, insurance coverage is not minimized or denied wholly or in part due to any such activities.

GC 11.1.7
If any of the Contractors fail to obtain or maintain insurance as required hereunder, or if the Owner does not approve any insurance policy or policies submitted and the Contractor thereafter does not meet the requirements of the Owner as to terms and conditions of the insurance, the Owner shall have the right to place and maintain such insurance in the name of the Contractor and the Owner. The cost thereof shall be payable by the Contractor to the Owner on demand, and the Owner may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

If coverage should lapse, all work by the Contractor shall cease until satisfactory evidence of renewal is produced.

GC 11.2 CONTRACT SECURITY – Delete all paragraphs entirely. Replace with the following:

GC 11.2.1 – Add the following:
“The Contractor shall provide, in favour of the owner, prior to the commencement of the Work or within ten (10) Working Days of Contract award:
.1 a performance bond, and
.2 a labour and material payment bond.”

GC 11.2.2 – Add the following:
“Such bonds shall be maintained in good standing until the fulfilment of the Contract. Each bond must be in a form approved by the Insurance Bureau of Canada and must be in an amount equal to at least fifty percent (50%) of the Contract Price.”

GC 11.2.3 – Add the following:
“The Contractor shall give the Owner Notice in Writing of any material change in the surety within 15 days of occurrence.”

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS, WARRANTY

GC 12.1 INDEMNIFICATION

GC 12.1.1 – Delete this paragraph. Replace with the following:
“Without restricting the parties’ obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the Owner and the Contractor shall each indemnify and hold harmless the other and their representatives, directors, governors, officers and employees, from and against all claims, demands, losses, costs (including without limitation reasonable legal fees), 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, to the extent that such claims are:
.1 caused or contributed to by:
(1) the wilful misconduct or negligence of the party from whom indemnification is sought or anyone for whose wilful misconduct or negligence that party is responsible at law, or
(2) a failure of the party from whom indemnification is sought to fulfill its obligations under this Contract; and
.2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.”

GC 12.1.2 – Delete this paragraph entirely and substitute “intentionally left blank”.

GC 12.2 WAIVER OF CLAIMS

GC 12.2.1.2 – Delete this paragraph in its entirety and substitute “intentionally left blank.”

GC 12.2.2 - Delete this paragraph in its entirety and substitute “intentionally left blank.”
GC 12.2.3 - Delete this paragraph in its entirety and substitute “intentionally left blank.”

GC 12.2.4 - Delete this paragraph in its entirety and substitute “intentionally left blank.”

GC 12.2.5 - Delete this paragraph in its entirety and substitute “intentionally left blank.”

GC 12.2.8 – Amend paragraph 12.2.8 by deleting “or 12.2.3” from the first line.

GC 12.2.9 – Delete this paragraph in its entirety and substitute “intentionally left blank.”

GC 12.2.10 – Delete this paragraph and replace with the following:
“If Notice in Writing of a claim arising prior to or on the date of Substantial Performance of the Work has been received by the Contractor from the Owner on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the period within which Notice in Writing of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended by 2 calendar days before the expiry of the lien legislation applicable at the Place of the Work.”

GC 12.3 WARRANTY

GC 12.3.1 – Delete this paragraph. Replace with the following:
“Except as otherwise provided herein, the warranty period under this Contract is the longest of
.1 One year from the date of Substantial Performance of the Work;
.2 Longer periods specified in the Contract Documents for certain portions of the Work or Products, and
.3 In the case of Work done pursuant to any given Subcontract, the longer warranty period, if any, provided for in such Subcontract.”

GC 12.3.3 - Delete this paragraph. Replace with the following:
“The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies that occur during the relevant warranty period.”

GC 12.3.4 – Delete this paragraph. Replace with the following:
“Subject to paragraph 12.3.2, the Contractor shall correct promptly, at the Contractor’s expense, defects or deficiencies in the Work which appear prior to and during the relevant warrant period. 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.”

GC 12.3.7 – Add new paragraph as follows:
“The Contractor shall be responsible for obtaining Product warranties in excess of one year on behalf of the Owner from the manufacturer. These Product warranties shall be issued by the manufacturer to the benefit of the Owner. The warranty shall include the prompt remedy of defects and/or failures in the equipment, material and installation upon written notification from the Owner. The warranty shall include further making good other work, components and finishes and other property damaged or disturbed in the course of remedying defects at no cost to Owner. The Contractor shall be responsible for obtaining warranties in excess of one year on behalf of the Owner from Subcontractor where the Owner has specified such longer warranty period.”

GC 12.3.8 – Add new paragraph as follows:
“Notwithstanding the provisions of this Article, if any statute in force in British Columbia creates a more extended liability for faulty materials or workmanship, then the provisions of such statute shall apply. Warranties shall not be deemed to restrict any liability of the Contractor arising out of any applicable laws.”

GC 12.3.9 – Add new paragraph as follows:
“The Contractor itself is contractually responsible to the Owner for, and will enforce, the warranty obligations of the Subcontractors and those of its manufacturers and suppliers and ensure that Subcontractors correct promptly, at their own expense, defects or deficiencies which appear in their work during the period of one year from the date of Substantial Performance of the Work. Costs incurred by the Contractor with respect to administering this warranty and any miscellaneous costs incurred on site during the warranty period will be at the Contractor’s expense and shall not increase the Contract Price.”
ADD PART 13 COMPLIANCE

GC 13.1 COMPLIANCE

GC 13.1.1 – Add new paragraph as follows:
“The Contractor is responsible for the organization, notifications, and arrangements as required to ensure inspections, tests, and related approvals required by authorities and/or Contract Documents are carried out. The Contractor shall ensure reasonable notification of the Owner in relation to ongoing work.”

GC 13.1.2 – Add new paragraph as follows:
“In addition to the obligations assumed by the Contractor in paragraph GC 9.2.5, the Contractor shall ensure during the construction of any roads, services, site works, and building structures, prevention of the release of silt, raw concrete, leachate, toxic construction debris or any other deleterious substances into any natural drainage system and/or waste removal process. It is the responsibility of the Contractor to provide such assurance to regulatory authorities and meet any regulatory requirements for professional design or control works, and to provide adequate ongoing maintenance and/or monitoring to ensure the effectiveness of such services and facilities.”

GC 13.1.3 – Add new paragraph as follows:
“In addition to the obligations assumed by the Contractor pursuant to GC3.7, the Contractor agrees to discharge all liabilities incurred by it for labour, materials, services, Subcontractors and Products, used or reasonably required for use in the performance of the Work, on the date upon which each liability becomes due.”

GC 13.1.4 – Add new paragraph as follows:
“The Contractor shall cause every Subcontractor and Supplier engaged in the performance of the Work to discharge all liabilities incurred by them for labour, materials, services and Products used or reasonably required for use in the performance of the Work. Workers employed by a Subcontractor or Supplier shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the Subcontractors and Suppliers shall be discharged on the date upon which each comes due. At the request of the Owner, the Contractor shall furnish the Owner with satisfactory evidence that its liabilities and those of its Subcontractors and Suppliers have been discharged.”

GC 13.1.5 – Add new paragraph as follows:
“In the event that any construction lien is registered against the Project by or through a Subcontractor or Supplier, and provided the Owner has paid all amounts properly due under the contract, and has otherwise complied with its material obligations under the Contract, the Contractor shall, at its own expense, post the security necessary to vacate or discharge such lien, as the case may be. In the event that a lien action is commenced and a Statement of Claim is issued and served, the Contractor shall take all reasonable steps to remove the Owner from the main action and to indemnify it and hold it harmless in such action, except where the Statement of Claim makes substantial claims against the Owner beyond the recovery of holdback under the Act.

Add PART 14 CONFIDENTIALITY

GC 14.1 CONFIDENTIALITY

GC 14.1 – Add new paragraph as follows:
“All documents submitted to the Owner will be in the custody or control of, or become the property of the Owner and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c165, as amended, and may be required to release, in whole or in part, this Contract and any other documents or information in the Owner’s possession or control, that relate to this Contract.”

GC 14.2 – Add new paragraph as follows:
“Subject to the provisions of paragraph GC 14.1 throughout the term of this Contract, and for a period of seven years thereafter, the Owner and the Contractor will protect the confidentiality of all proprietary and confidential information of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and confidential information which shall be, at a minimum a reasonable standard, and in any event, each party shall protect the confidentiality of all such proprietary and confidential information as may be required by law, including without limitation, as may be required under the Freedom of Information and Privacy Act.”
GC 14.3 – Add new paragraph as follows:
“The Contractor shall not publish any statement, paper, photograph or document or hold any ceremony with respect to the Contract of the Work performed under the Contract without the prior written approval of the Owner.

Add PART 15 SEVERABILITY

Add GC 15.1 SEVERABILITY

GC 15.1 -Add new paragraph as follows:
“Any provision of this Contract which is found to be illegal, invalid, void, prohibited or unenforceable will be:
.1 separate and severable from this Contract; and
.2 ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability;
without affecting any of the provisions of this Contract which will remain in force, be binding upon the parties and enforceable to the fullest extent of the law.”

- END OF SUPPLEMENTARY CONDITIONS -