

SUPPLEMENTARY CONDITIONS

The Standard Construction Document CCDC-2 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-5 – PAYMENT

.1 Delete paragraph 5.3.1 in its entirety and substitute new paragraph 5.3.1:

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, simple interest on such unpaid amounts shall also become due and payable at the rate of 2% per annum above prime.

ARTICLE A-9 – CONFIDENTIALITY

.1 Add new Article A-9 – Confidentiality:

9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents* or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* undertakes to comply with all applicable laws related to the protection of personal information, including the *Personal Information Protection and Electronic Documents Act (Canada)*, the *Freedom of Information and Protection of Privacy Act (N.S.)* (“*FIPPA*”), the *Personal Health Information Act (N.S.)*, the *Privacy Act (Canada)* and *Access to Information Act (Canada)*.

DEFINITIONS

.1 Add the following definitions:

27. As-Built Drawings

As-Built Drawings means drawings prepared by the *Contractor* by marking on a copy of the Drawings the changes from the Drawings which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the Drawings.

28. Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description

(such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time, but *Confidential Information* shall not include information that:

- .1 is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public
- .2 the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- .3 the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- .4 is independently developed by the *Contractor* without use of any *Confidential Information*.

29. Personal Information

Personal Information means personal information as that term is defined in subsection 291) of the *Freedom of Information and Protection of Privacy Act (N.S)* and *Privacy Act (Canada)*, which definition extends to an individual's name, address, age, date of birth, sex, and religion, and any and all personal health information of an individual, whether recorded in printed form, on film, by electronic means, or otherwise.

30. Earned Value Management (EVM)

Earned Value Management (EVM) is the evaluation of the project based on the following independent financial aspects. These aspects are the planned expenditure known as planned value, the value of work completed known as earned value, and the cost of the work completed known as actual cost.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

GC 1.1 CONTRACT DOCUMENTS

- .1 Add new sentence to the end of paragraph 1.1.6:

The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions.

- .2 Add new subparagraph 1.1.7.5:

1.1.7.5 noted materials and annotations shall take precedence over graphic indications.

- .3 Delete paragraph 1.1.8 in its entirety and substitute new paragraph 1.1.8:

- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, five (5) copies of the *Contract Documents*.

GC 1.4 ASSIGNMENT

- .1 Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:

- 1.4.1 The *Contractor* may not assign the *Contract* or a portion thereof without the consent of the *Owner*, and the granting of such consent shall be in the *Owner's* absolute discretion.

GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

- 2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Owner* or the *Consultant*.

- 2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.

GC 3.1 CONTROL OF THE WORK

- .1 Add new paragraph 3.1.3:

- 3.1.3 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion 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 in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from the *Consultant* before proceeding with any part of the affected work.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .3 Add new subparagraph 3.2.3.4:

- 3.2.3.4 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of General Condition 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, *Contractor* still maintains overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the Constructor as that term is defined in the *Occupational Health and Safety Act*.

GC 3.4 DOCUMENT REVIEW

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such

review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents* which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care. If the *Contractor* does discover any error, inconsistency, or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

.2 Add new paragraph 3.4.2:

3.4.2 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction, Change Order, or Change Directive*, as the case may require. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

GC 3.5 CONSTRUCTION SCHEDULE

.1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

3.5.1 The *Contractor* shall,

.1 *within* 15 days following the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when the *Contractor* is required by the *Specifications* to employ construction scheduling software, the *Contractor* shall employ the software Microsoft Project in generating the construction schedule, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the construction schedule and any successor or revised schedules to the *Owner* in electronic format and paper copy. When required by the *Specifications* to employ construction scheduling software, the *Contractor* shall provide the construction schedule to the *Owner* in editable format, together with a record version in PDF format. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;

.2 provide the expertise and resources, (such resources including manpower and equipment), as are necessary to maintain progress under the accepted baseline construction schedule or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE;

.3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any successor or revised schedule accepted by the

Owner pursuant to General Condition 3.5 – CONSTRUCTION SCHEDULE, update the schedule on a monthly basis and advise the Consultant and the Owner in writing of any variation from the baseline or slippage in the schedule; and

- .4 if, after applying the expertise and resources required under subparagraph 3.5.1.2, the Contractor forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.5.1.3 cannot be recovered by the Contractor, it shall, in the same notice, indicate to the Consultant and the Owner if the Contractor intends to apply for an extension of Contract Time as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.

- .2 Add new paragraph 3.5.2:

3.5.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.

- .3 Add new paragraph 3.5.3:

3.5.3 The contractor is required to organise his financial information as required to provide Earned Value Management (EVM) reports. The Contractor shall:

- .1 provide as part of the construction schedule noted in paragraph 3.5.1 a detailed planned monthly cash flow expenditure broken down and expanded for all standard or partial cost divisions used to price this contract, including all cash allowances but excluding any contingency allowances;
- .2 provide a total planned monthly expenditure as a sum of the items noted in 3.5.1.1;
- .3 provide monthly financial claims aligned precisely with the breakdown described in paragraph 3.5.3.1 and as per paragraph 5.2.6;
- .4 provide monthly value reports indicating the total value of work completed for each item aligned precisely with the breakdown described in paragraph 3.5.3.1. The value of work should include the value of all work undertaken, completed, accrued, and confirmed whether or not included in the monthly financial claim; and
5. combine the information contained in clauses 3.5.3.1, 3.5.3.2, 3.5.3.3, and 3.5.3.4 into a single four- column report with rows aligned precisely with the breakdown as noted in 3.5.3.1 and with the following headings, and containing the relevant and correct information: "Quoted Sum" (contract amounts), "Planned Value" (cash flow) "Earned Value" (work completed), and "Actual Cost" (invoice

amount). Such reports are to be submitted monthly, with the application for progress payment noted in paragraph GC 5.2.

GC 3.6 SUPERVISION

.1 Delete paragraph 3.6.1 in its entirety and substitute new paragraph 3.6.1:

3.6.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld.

.2 Add new paragraph 3.6.3:

3.6.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement.

OGC 3.7 SUBCONTRACTORS AND SUPPLIERS

.1 Add new paragraph 3.7.7:

3.7.7 The *Contractor* agrees not to change *Subcontractors* during the performance of the *Work* without the prior written approval of the *Owner*, which approval will not be unreasonably withheld.

GC 3.8 LABOUR AND PRODUCTS

.1 Delete paragraph 3.8.2 and replace with new paragraph 3.8.2:

3.8.2 Unless otherwise specified in the Contract Documents, Products provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified Products without the express written consent of the Consultant and the Owner.

GC 3.11 USE OF THE WORK

.1 Add new paragraph 3.11.3:

3.11.3 The *Contractor* shall abide by and enforce directives and policies regarding signs, advertisements, fires and smoking at the *Place of the Work* as directed by the *Owner*.

.2 Add new General Conditions 3.14 and 3.15:

GC 3.14 PERFORMANCE BY CONTRACTOR

3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in

respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

- 3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are appropriately experienced;
 - .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.15 RIGHT OF ENTRY

3.15.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part before *Substantial Performance of the Work*, if, in the reasonable opinion of the *Consultant* and *Contractor*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

- .3 Add new paragraph 4.1.8:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Revise the heading, "**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**" to read, "**GC 5.1 FINANCING INFORMATION REQUIRED**".

- .2 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:

5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.

.3 Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

.1 Add to the end of paragraph 5.2.7 the following new sentence:

“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.”

.2 Add new paragraphs 5.2.8, 5.2.9, 5.2.10 and 5.2.11:

5.2.8 As a condition of receiving each progress payment after the first, the *Contractor* shall submit a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein.

5.2.9 The *Contractor* shall submit a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.

5.2.10 The *Contractor* shall prepare current *As-Built Drawings* during the course of the *Work*, which current *As-Built Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* may retain from any progress payment a reasonable amount up to the maximum of the amounts outlined in paragraph 5.4.6, for the value of the *As-Built Drawings* not presented for review until the *As-Built Drawings* are presented for review.

5.2.11 As a condition of receiving each and every progress payment including the first, the contractor shall submit the report for earned value as described in paragraph 3.5.3.5

GC 5.3 PROGRESS PAYMENT

.1 Delete subparagraph 5.3.1.3 in its entirety and substitute new subparagraph 5.3.1.3:

5.3.1.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT **no later than thirty (30) calendar days** after the date of a certificate of payment issued by the *Consultant*

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:

5.4.3 Immediately prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for finishing the *Work* and correcting deficiencies.

.2 Add new paragraphs 5.4.5, 5.4.6, 5.4.7, 5.4.8 and 5.4.9:

5.4.5 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 testing and balancing reports;
- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 existing reports and correspondence from authorities having jurisdiction in the *Place of the Work*;

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*.

5.4.6 Where the *Contractor* is unable to deliver the documents and materials described in paragraph 5.4.5, then, provided that none of the missing documents and materials interferes with the use and occupancy of the *Project* in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. If the *Contractor* fails to deliver any of the documents or materials required described in paragraph 5.4.5 the *Consultant* shall retain from payments otherwise owing to the *Contractor* under this *Contract* the amount described in paragraph 5.4.7 and retain such amount until such documents and materials are delivered.

5.4.7 The amount to be retained by the *Consultant* as contemplated in subparagraphs 5.2.10 and 5.4.6 is as follows:

- .1 where the *Contract Price* is less than \$100,000 the amount to be retained is \$5,000;
- .2 where the *Contract Price* is greater than \$100,000 but less than \$500,000, the amount to be retained is 5% of the *Contract Price*; and
- .3 where the *Contract Price* is greater than \$500,000 but less than \$5,000,000, the amount to be retained is the greater of \$25,000 or 3% of the *Contract Price*.

5.4.8 Should the *As-Built Drawings* not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.5 by the earlier of 60 days following publication of the certificate of Substantial Performance of the Work and the submission of the Contractor's application for final payment under paragraph 5.7.1 of General Condition 5.7 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.2.10 or 5.4.7 may be used by the *Owner* to defray the cost of preparing or replacing the documents or materials, or *As-Built Drawings* which the contractor failed to deliver.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Add new subparagraph 5.5.1.3:
5.5.1.3 submit a statement that no written notices of lien have been received by it.
- .2 Delete from line 1 of paragraph 5.5.2, the words, "the statement" and substitute the words: "the documents".
- .3 Delete paragraph 5.5.3 in its entirety.

GC 5.7 FINAL PAYMENT

- .1 Delete paragraph 5.7.1 in its entirety and substitute new paragraph 5.7.1:
5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5 and any outstanding and undelivered *As-Built Drawings*. Except where the *Owner* has exercised its rights pursuant to paragraph 5.4.8 and acquired or prepared the outstanding documents and materials and *As-Built Drawings*, the *Contractor* shall not be entitled to final payment until all of the undelivered documents and materials and *As-Built Drawings* have been delivered to the *Owner*.
- .2 Delete from the first line of paragraph 5.7.2 the words, "calendar days" and substitute the words: "Working Days".
- .3 Delete from the second line of paragraph 5.7.4 the words, "calendar days" and substitute the words: "Working Days".

Add new paragraph GC 5.10 Electronic Application for Payment Process

GC 5.10 ELECTRONIC APPLICATION FOR PAYMENT PROCESS

- 5.10.1 The Contractor will utilize an electronic Application for Payment Process as prescribed by the Owner and will obtain as many licensed copied of Adobe Acrobat 9 Pro or newer as required to effectively perform the work. The Contractor's representatives will utilize Adobe electronic signatures which will be identified and maintained as unique to each individual. The Contractor's representatives will be responsible to maintain their signature as security property for their individual application only.

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- .1 Add the following to paragraph 6.1.2:
"All such changes require approval by a representative of the *Owner* with proper signing authority."
- .2 Add the following paragraphs:
- 6.1.3 Unit prices included in the Contract, or prices pro rata thereto, will be used in the first instance in pricing changes.
- 6.1.4 Where work is added pursuant to GC 6.2 Change Order or GC 6.3 *Change Directive*, the *Contract Price* shall be increased only by the net actual value of the work added including taxes, but excluding *Value Added Taxes*, plus the following, identified and applied separately:
- .1 **Contractor's mark-up on work by its own forces:**

Overhead	5%
Profit	5%

.2 Contractor's mark-up on Subcontractor's work:

Overhead	3%
Profit	2%

.3 Subcontractor's mark-up on its own work:

Overhead	5%
Profit	5%

- 6.1.5 "Overhead" percentage identified above includes without limitations all site and head office costs including head office personnel, insurance and bonding, traveling costs, financing costs including hold back; the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and licences and permits, except when these are special for particular item or work.
- 6.1.6 Labour costs shall be the actual, prevailing rates at the Place of Work paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.
- 6.1.7 Quotations for changes to the Work shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from Subcontractors and Suppliers.
- 6.1.8 Unit and Alternative Prices included in the Contract include Supply, Installation, Products, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.
- 6.1.9 The Owner, through the Consultant, reserves the right to authorize payment for changes in the Work by means of Cash Allowance Disbursement Authorizations.
- 6.1.10 When both additions and deletions covering related work or substitutions are involved in a change to the Work, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the Work.
- 6.1.11 If any change or deviation in, or omission from the Work is made by which the amount of Work to be performed is decreased, or if the whole or a portion of the Work is dispensed with, no compensation is claimable by the Contractor for any loss of anticipated profit in respect thereof.

GC 6.2 CHANGE ORDER

.1 Delete paragraph 6.2.1 in its entirety and substitute new paragraph 6.2.1:

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract*

Time, if any, for the proposed change in the *Work*. The *Contractor* shall also provide the following:

- .1 The method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, from the *Subcontractors* on the *Subcontractors' letterhead*.
- .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities."

- .2 Delete from line 1 of Paragraph 6.2.2 "or to the method to be used to determine the adjustments".

GC 6.3 CHANGE DIRECTIVE

- .1 Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads "The adjustment to the *Contract Price* for a change carried out by way of *Change Directive* shall be determined on the basis of the costs of the *Contractor's* actual expenditures and savings attributable to the *Change Directive* valued in accordance with paragraph 6.3.7 and paragraph 6.1.4"
- .2 Delete subparagraph 6.3.7.1(1) and replace it with:
"(1) carrying out the work, including necessary supervisory services;"
- .3 Delete subparagraph 6.3.7.1(2) and replace it with:
"(2) intentionally left blank."
- .4 Amend subparagraph 6.3.7.1(3) so that, as amended, it reads:
"(3) engaged in the preparation of *Shop Drawings*, fabrication drawings, coordination drawings and *As-Built Drawings*: or..."
- .5 Amend subparagraph 6.3.7.1(4) so that, as amended, it reads:
"(4) including clerical staff engaged in processing changes in the *Work*."

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 6.4.5:

6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or that it could not have inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:

“, but excluding any consequential or indirect damages.”

.2 Delete the period at the end of paragraph 6.5.2, and substitute the following words:

“, but excluding any consequential or indirect damages.”

.3 Add new paragraph 6.5.6.

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor*, or by any cause within the *Contractor's* control, then the *Contract Time* maybe 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, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any subconsultants, project managers, or others employed or engaged by the *Owner*.

Add new paragraph GC 6.7

Electronic Changes in the Work Process

GC 6.7 ELECTRONIC CHANGES IN THE WORK PROCESS

6.7 The Contractor will utilize an Electronic Changes in the Work Process as prescribed by the Owner and will obtain as many licensed copied of Adobe Acrobat 9 Pro or newer as required to effectively perform the work. The Contractor's representatives will utilize Adobe electronic signatures which will be identified and maintained as unique to each individual. The Contractor's representatives will be responsible to maintain their signature as security property for their individual application only.

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

.1 Delete paragraph 7.2.2 in its entirety.

.2 Delete subparagraph 7.2.3.1 in its entirety.

.3 Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:

7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or

.4 Delete from subparagraph 7.2.3.4, the words:

“, except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,”

GC 8.1 AUTHORITY OF THE CONSULTANT

- .1 Delete last sentence of 8.1.3 and substitute the following sentence:

“If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond the requirements of the *Contract Documents*, including costs resulting from interruption of the *Work*.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;

- .2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or inferable from the *Contract Documents*, or that are inferable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.

- .3 Add new paragraph 9.1.5:

9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

- .4 Add new paragraph 9.1.6:

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the *Consultant* or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add new subparagraph 9.2.5.5

9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price

GC 9.4 CONSTRUCTION SAFETY

- .1 Delete paragraph 9.4.1 in its entirety and substitute new paragraph 9.4.1
- 9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the 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*.
- .2 Add new paragraphs 9.4.3 and 9.4.4:
- 9.4.3 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the *Occupational Health and Safety Act*, including the payment of legal fees and disbursements on a solicitor and client basis. The indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
- 9.4.4 Prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

Acknowledgement

The undersigned acknowledges that the *Work* it will perform on behalf of the *Owner* requires it to enter a *Place of the Work* which is under the total control of a *Contractor* that has a *Contract* with the *Owner*, pursuant to which the *Contractor* has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the "constructor" under the *Occupational Health and Safety Act*, as well as responsibility to co-ordinate and schedule the activities of our *Work* with the *Work* of the *Contractor* under its *Contract*. The undersigned agrees to comply with the *Contractor's* directions and instructions with respect to health, safety, co-ordination, and scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's *Contract* with the *Owner*, as the case may be.

Name:
Title:
Date:

GC 9.5 MOULD

- .1 Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:
"and as a result of the delay"

GCV 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3

- 10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with 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 cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .2 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.4.1, the".

GC 10.4 WORKERS' COMPENSATION

- .1 Add to subparagraph 10.4.1 immediately after the first comma, the following new words: "again with each application for progress payment, and"
- .2 Add to the beginning of subparagraph 10.4.2 the following new words: "The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work*."
- .3 Add new paragraph 10.4.3:
10.4.3 Where a *Subcontractor* is not required to participate in the insurance plan provided for under the workers' compensation legislation, the *Contractor* shall require the *Subcontractor* to provide a sworn declaration of its exemption as a condition of the *Subcontractor's* admission to the *Place of Work*. When requested by the *Owner*, the *Contractor* shall require the *Subcontractor* to provide a letter of exemption under the workers' compensation legislation.

GC 11.1 INSURANCE

- .1 Add new subparagraph 11.1.1.8:
11.1.1.8 Pollution Liability Insurance in the joint names of the *Contractor* and the *Owner* with limits of not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million within any policy year, and a deductible not exceeding \$5,000, such insurance to be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*.
- .2 Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:
11.1.2 Each of the policies of insurance shall contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

.3 Add new subparagraph 11.1.9:

11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is deleted and replaced with the following: "(including flood, earthquake, testing, and commissioning)".

.4 **Add new subparagraph 11.1.1.1a:**

.1a ALL RISKS COURSE OF CONSTRUCTION INSURANCE or the equivalent in accordance with standard conditions and exclusions in the name of *Owner*, *Contractor* and all *sub-contractors*. This policy will cover all risks of physical loss or damage to all materials, structures, property and equipment entering into or intended to become part of the *Work* while located at the *Place of the Work* and while in transit to the *Place of the Work* until the *Work* is accepted in its entirety by *Owner*.

(1) The sum insured by this policy will be the estimated completed value of the *Work* subject to a sub-limit of \$500,000 per occurrence on property in transit.

(2) This insurance will extend to temporary works and similar property incidental to the construction of the *Work* provided the value of the property is included in the sum insured but only to extent replacement or restoration is required for completion of the *Work*.

(3) All amounts payable under this insurance will be subject to a deductible of not more than \$2,500 which will be for the account of the party causing or responsible for the loss.

GC 11.2 CONTRACT SECURITY

.1 Delete paragraph 11.2.1 in its entirety and substitute new paragraph 11.2.1:

11.2.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner*:

- .1 a performance bond, in the form set out in the *Contract Documents*, in an amount **equal to 50% of the *Contract Price***, covering the performance of the *Contract*, including the *Contractor's* requirements with respect to the correction of deficiencies and the fulfillment of all warranties; and
- .2 a labour and material payment bond, in the form set out in the *Contract Documents*, in an amount **equal to 50% of the *Contract Price*** covering payment for labour, *Product*, or both.

GC 12.2 WAIVER OF CLAIMS

.1 Delete the reference to "395 calendar days" in the last line of paragraph 12.2.2 and substitute "120 calendar days".

.2 Delete the last sentence of subparagraph 12.2.3.4 and substitute:

"Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds:

- .1 if the *Contract Price* is \$2 million or less, the sum of \$50,000, before Value Added Tax;
 - .2 if the *Contract Price* exceeds \$2 million, the sum of \$100,000, before Value Added Tax;
- but, in any event, a defect or deficiency in the *Work* which affects the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by

the *Contract Documents* shall be deemed to be a "substantial defects or deficiencies" regardless of the cost of repair.

- .3 Amend paragraph 12.2.5 by adding ",12.2.3.4" immediately after the reference to paragraph 12.2.3.3.

GC 12.3 WARRANTY

- .1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.4.1, the...".

Add new PART 13 as follows:

PART 13 OTHER PROVISIONS

GC 13.1 OWNERSHIP OF MATERIALS

- 13.1.1 All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

- 13.2.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor* or *Supplier*, the *Contractor* shall, at its own expense within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise.
- 13.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of *lis pendens* and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

GC 13.4 RECORDS/DAILY REPORTS/DAILY LOGS

- 13.4.1 The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, documents, computer printouts, electronic information, books, plans, *Drawings*, *Specifications*, accounts or other information relating to the *Work*) in its office in accordance with requirements of law, but in any event for not less than 6 years from *Substantial Performance of the Work* or until all claims have been settled. During this time, the *Contractor* shall allow the *Owner* and *Consultant* access to the *Project* records during normal business hours upon the giving of reasonable notice.

END OF DOCUMENT