



Invitation to Tender (ITT)
Main Entrance/Colonnade Glazing/Roof Replacement
Reference #: NGC110697
Buy and Sell Reference #: PW-17-00789081
September 26, 2017

ADDENDA # 6

This Addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. The cost of all contained herein is to be included in the contract sum. Acknowledge receipt of this Addendum by inserting its number and date on the Tender Form, specifically article G.2.

1. The Contract doesn't have language to address Force Majeure events such as labour disputes, strikes, fire, weather conditions and any events beyond the Contractor control. Please consider adding the following provision. The paragraph provided is taken from the standard CCDC 2-2008:

"GC39. Delays

39.1 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (decreed or recommended for its members by a recognized contractors association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties, abnormally adverse weather conditions, or any cause beyond the Contractor's control other than one resulting from a default or breach of Contract by the Contractor, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delay unless such delays result from actions by the Owner or anyone employed or engaged by them directly or indirectly."

NGC RESPONSE - The issue of non-contractor caused delays is addressed in GC19.1 as amended by Appendix A of the Invitation to Tender.



2. **GC 5. INDEMNIFICATION BY CONTRACTOR**

Request to Issue an RFI:

The industry standard and practice normally provides a \$20 million maximum limit and a 6 years limit to the obligation of the Contractor to indemnify the Owner. To make it fair and equitable please consider amending GC 5.1 by adding following to the end of the paragraph:

“The obligation of the Contractor to indemnify hereunder shall be the contract value but shall not be greater than \$20,000,000 and the indemnity period shall be limited to 6 years from the date of Substantial Completion.”

NGC RESPONSE - GC5 indemnification by Contractor is hereby amended to include:

5.3 For the purposes of GC5.1, the obligation of the Contractor to indemnify thereunder shall not be greater than \$20,000,000 and the indemnity period shall be limited to 6 years from the date of Substantial Completion.”

3. **GC17. SUSPENSION OF THE WORK**

Request to issue an RFI:

It is unclear how long the Work will be suspended. Please define the specified period in days in GC 17.2. Please consider adding “30 days” as it is the standard industry practice.

NGC RESPONSE - “GC17.1 is amended by deleting the phrase “either for a specified or an unspecified period” and replacing it with the phrase “for up to 60 days”.

GC17.2 is amended by deleting the second sentence (which begins with “At any time prior...”) and replacing it with the sentence “At any time prior to the expiry of the suspension period, the Museum shall either rescind the suspension order or terminate the Contract, in whole or in part, under section GC29 (Termination due to Default of the Contractor) or section GC28 (Terminate for Convenience).”