

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*.

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ARTICLES

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 certified copies of 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.”

Delete Definition 20 and replace with the following:

“Substantial Performance of the Work shall be achieved when both the following conditions are met:

- .1 The Work to be done under the *Contract* is capable of being completed or corrected at a cost of not more than the amount calculated in accordance with Section 1 (2) of the *Builders Lien Act* of British Columbia, and
- .2 Representatives of the Consultant Team and Owner have had a reasonable opportunity to examine and inspect the Work (including consideration of the integration of the Work with other work for the Project) with a representative of the Trade Contractor.”

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*.”

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 2.2.20 - Add new paragraph as follows:

“The *Consultant*’s services will be performed solely for the benefit of the *Owner* and no *Contractor*, *Subcontractor*, *Supplier* or other third party shall have any claim against the *Consultant* as a result of the performance or non-performance of the *Consultant*’s services. The *Contractor* shall include this provision in any contracts it makes with its *Subcontractors*, *Suppliers* and others and shall require such *Subcontractors*, *Suppliers* and others to include the same term in their contract with sub-*Subcontractors*, sub-*Suppliers* and others.”

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 WorkSafe BC regulation, the *Contractor* shall assume overall responsibility and be designated as the “Prime Contractor.”

GC 3.4 DOCUMENT REVIEW

GC 3.4.1 - Delete the second and third sentence of paragraph 3.4.1 and replace it with following:

“Such review by the *Contractor* shall meet the standard of care described in paragraph 3.15.1 of the *Contract*. The *Contractor* shall promptly request clarifications upon discovery of errors, inconsistencies or omissions in the *Contract Documents*. Additional work made necessary because of failure by the *Contractor* to request clarification promptly following the discovery of such errors, inconsistencies or omissions by the *Contractor* in the *Contract Documents* shall be carried out and completed at the *Contractor’s* expense. Provided it has exercised the degree of care and skill described in this paragraph 3.4.1, the *Contractor* shall not be responsible for damage resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* did not reasonably discover.”

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 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 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.”

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 update(s) 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:

“Where provided in the *Contract*, 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*. 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 plurally 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 services on similar projects in a first class and expeditious manner. 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 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 – Delete and replace with the following:

“Upon certification by the *Consultant* pursuant to GC 5.1 – APPLICATION FOR PROGRESS PAYMENT, and not later than the last day of the month following the payment period represented by the application, an amount equal to NINETY PERCENT (90%) of the value of *Work* and *Products* becomes due and payable by the *Owner*, subject always to the terms of the *Contract Documents*. The *Owner* reserves the right to withhold payment if liens are registered when payment is due and hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. Title to all *Products* delivered to the *Place of the Work* which have been included in the schedule of values described in paragraph 5.2.3 of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT above shall, on the making of such payment, vest in the *Owner*. Disposition of any amount in excess of 90% of the value of *Works* and *Products* is governed by the *Builders Lien Act*.”

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 will be valued at the greater of twenty five thousand dollars (\$25,000) 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, as determined by the *Consultant*."

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 *Subcontractors* 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 Declaration of the Last Supply by the *Subcontractor* as prescribed in section 31(5) of the Act (Form 5);
- .3 Certificate of Completion of Subcontract as prescribed in subsection 33(1) of the Act Form (7);
- .4 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*;
- .5 Statutory declaration by an officer of the *Subcontractor* in the form CCDC Document 9B – 2001;
- .6 *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;
- .7 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 table in paragraph 6.2.4 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:

“6.2.4.1 For work performed by the *Contractor* directly: cost of materials, plus cost of the *Contractor’s* actual and necessary expenditures for wages of labour and field supervision plus labour burden, plus 15% mark-up for overhead and profit combined.”

“6.2.4.2 For work performed by *Subcontractors* for the *Contract*: total cost of *Subcontractor’s* work, to which the *Contractor* may add 10% mark-up for overhead and profit combined for changes up to \$50,000 and 5% on changes greater than \$50,000. With respect to the overhead and profit charges, the following shall apply:

- .1 One 15% mark-up on the net change in the work for the performing *Subcontractor*. The performing *Subcontractor* is the one who is carrying out the work.
- .2 Only one mark-up on the performing *Subcontractors’* work for the administering *Subcontractor* (where applicable) regardless of the number of administering *Subcontractors* that may exist between the performing *Subcontractor* and the *Owner*.”

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 or other due diligence 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 – Add the following immediately prior to the last sentence:

“Any such extension of time for the reasons set out in paragraph 6.5.3.1 shall be deemed to be in full and final satisfaction for all actual and probable losses, claims, damages, causes of actions or injuries sustained or sustainable by the *Contractor* in respect of such extension.”

GC 6.5.3.2 – Delete and substitute the following:

“fire, and unusual delay by common carriers except that the *Contractor* agrees that delays by common carriers, where other carriers are available, will not constitute grounds for delay of the *Work* and extension of time will not be granted.”

GC 6.5.3.3 – Delete and substitute the following:

“abnormally extreme adverse local weather conditions, provided that the *Contractor* acknowledges that it is familiar with the weather conditions at the site and will change the type of operation of equipment to suit the weather conditions. The *Contractor* agrees that normal unfavourable weather conditions are not grounds for delay of the *Work*, and no extension of time will be granted.

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 meet 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 more than 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* either:

- .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* 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 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 words:

“Subject to paragraph 3.15.1” to the beginning of the paragraph.

Further amend GC 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.
- .2 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.
- .3 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; andupon 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.

(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.
- .5 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.
- .6 *Contractor* shall, at his own expense, take special 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.
- .7 This insurance shall be maintained continuously from commencement of the *Work* until project is completed and accepted by the *Owner*.
- .8 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*.

- .9 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 not less than 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 not less than 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*.

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, the *Owner* requires, or which he considers necessary to cover risks not otherwise covered by insurance specified in this section, such insurance will name the *Owner* an additional insured and includes but not limited to aircraft and/or watercraft liability, and special transit risks.

GC 11.1.5

Each insurance policy provided by the *Contractor* shall be endorsed as follows:

NOTICE: It is hereby understood and agreed that this policy will not be cancelled, reduced, materially altered or amended without the insurer giving at least thirty (30) days prior written notice by Registered Mail to:

**Facilities Management
UNIVERSITY OF VICTORIA
Saunders Building
3800 Finnerty Road, Victoria, B.C. V8W 2Y2**

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 11.1.8

The *Owner* shall not be responsible for injury to the *Contractor's* employees or for loss or damage to the *Contractor's* or to the *Contractor's* employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time to time, or at the termination of the *Contract* be removed from the premises. The *Contractor* hereby waives all rights of recourse against the *Owner* or any other contractor with regard to damage to the *Contractor's* property."

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 act or negligence of the party from whom indemnification is sought or anyone for whose wilful acts 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 12.1.7 – Add new paragraph as follows:

"The *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, losses, costs (including reasonable legal fees), damages, actions, suits or proceedings as described in paragraph 10.3.1 of GC 10.3 – PATENT FEES."

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 12.3.2 - Delete this paragraph. Replace with the following:

“The *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to the commencement of and during the warranty periods specified in the *Contract Documents*.”

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:

“Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for a period equal to the period of the original warranty for the specific work being replaced or repaired.”

GC 12.3.10 – 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* or such longer period as may be specified for certain *Products* or portions 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 -