

APPENDIX B

CITY OF COQUITLAM SUPPLEMENTARY GENERAL CONDITIONS (Stipulated Price Contract CCDC 2 – 2020)

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT CCDC 2 – 2020

These Supplementary General Conditions modify and amend Stipulated Price Contract CCDC 2 – 2020 and form a part of this *Contract*.

In the event of any conflict between the provisions of the Stipulated Price Contract CCDC 2 – 2020 and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

Stipulated Price Contract CCDC 2 – 2020 is amended as follows:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

1. Insert at the end of paragraph 2.2 the following: "For an amendment to be effective and binding on the *Owner* or the *Contractor*, it must be in writing and signed or approved by the *Owner* and the *Contractor* or their authorized representatives."

ARTICLE A-5 PAYMENT

2. The Agreement is amended by deleting Article A-5.2 in its entirety.

ARTICLE A-8 SUCCESSION

3. In paragraph 8.1 immediately before the word "assigns" in the second line, insert the word "permitted".

NEW ARTICLE

4. The Agreement is amended by adding the following new Article after Article A-8:

ARTICLE A-9 TIME OF THE ESSENCE

- 9.1 All time limits stated in this *Contract* are of the essence of the *Contract*.

DEFINITIONS

5. The following definitions are deleted and replaced or modified as follows:

Contract Documents

Insert the word "written" immediately before the word "amendments".

Owner

Add at the end: and all references in the *Contract* to “*Owner*” shall include the *Owner’s Representative* where such reference deals with notices to or from the *Owner* and the issuance of directions or instructions to the *Contractor*”.

Substantial Performance of the Work

Substantial Performance of the Work is achieved when the *Work* to be done under this *Contract* is suitable for the purpose for which it was intended and capable of completion or correction at a cost of not more than:

- a) 3% of the first \$500,000.00 of the *Contract Price*,
- b) 2% of the next \$500,000.00 of the *Contract Price*, and
- c) 1% of the balance of the *Contract Price*.

6. The following definitions are added:

Appendices or Appendix

The following are the *Appendices* to the *Contract* and each is an *Appendix*:

- Appendix A Supplementary General Conditions
- Appendix B Schedule of Values — Including Identified Subcontractors
- Appendix C List of Cash Allowances/Target Value Engineering
- Appendix D Construction Schedule
- Appendix E Clarifications, Assumptions & Exclusions
- Appendix F Owner Supplied Materials List
- Appendix G Hourly Rates
- Appendix H Contract Documents

As-Built Drawings

As-Built Drawings has the meaning given in paragraph 3.9.3 of GC 3.9 [DOCUMENTS AT THE SITE].

Builders Lien Act

Builders Lien Act refers to the *Builders Lien Act*, S.B.C. 1997 c. 45, as amended from time to time. The *Builders Lien Act* is the lien legislation applicable to the *Place of the Work*, for the purpose of the *Contract*.

Builders Lien Holdback

Builders Lien Holdback refers to the holdback retained by the *Owner* under the *Builders Lien Act* as provided for in the *Contract*.

Construction Schedule

Construction Schedule means the construction schedule prepared by the *Contractor* for the performance of the *Work* as attached to the *Contract* as Appendix D, and as updated from time to time in accordance with paragraph 3.4.3.

Deficiency Holdback

Deficiency Holdback has the meaning given in paragraph 5.4.8 of GC 5.4 [SUBSTANTIAL PERFORMANCE OF THE WORK].

Identified Subcontractors

Identified Subcontractors means *Subcontractors* that are listed in Appendix B and described in GC 3.6.2.

Owner's Representative

Owner's Representative means the person appointed by the *Owner* to act as its representative for all matters related to this *Contract*.

Schedule of Values

Schedule of Values are found at Appendix B.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

7. Paragraph 1.1.1 is amended by adding the following to the end of the paragraph:

Omission from the *Contract Documents* of any detail of the *Work* which a contractor, acting reasonably, could anticipate would be necessary to perform the *Work*, shall not give rise to a *Change Order*.

8. Paragraph 1.1.5 is deleted in its entirety and replaced with the following:

1.1.5 Subject to paragraph 1.5.1 below, if there is a conflict within the *Contract Documents*:

1. the order of priority of documents, from highest to lowest, shall be
 - these Supplementary Conditions,

- the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - the General Conditions,
 - Division 1 of the Specifications,
 - Divisions 2 to 16 of the Specifications,
 - the *Drawings*,
2. *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 3. Dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 4. Later dated documents shall govern over earlier documents of the same type.
 5. Architectural *Drawings* and *Specifications* shall govern over other *Drawings* and *Specifications* of the same date and scale and over schedules.
 6. The order of priority of the Appendices not already noted above, from highest to lowest, shall be:
 - Appendix F Owner Supplied Materials List
 - Appendix E Clarifications, Assumptions & Exclusions
 - Appendix D Construction Schedule
 - Appendix B Schedule of Values — Including Identified Subcontractors
 - Appendix C List of Cash Allowances/Target Value Engineering
 - Appendix G Hourly Rates.
 9. GC 1.1 is amended by adding the following new paragraphs after paragraph 1.11:

1.1.12 The *Specifications* and *Drawings* for the *Work* are integral to the *Project* and this *Contract*. Any *Work* necessary and described in the *Specifications* but not shown on the *Drawings* or necessary and shown on the *Drawings* but not described in the *Specifications*, shall be deemed part of the *Work* and shall be carried out as part of this *Contract*.

1.1.13 Wherever in any *Contract Document* detail of any element of the *Work* is described, such detail shall be deemed to apply to any similar element of the *Work* where no detail is specifically described, and the *Contractor* shall complete such element as nearly as possible with at least the same level of materials to the typical detail provided for similar elements.

1.1.14 By entering into this *Contract*, the *Contractor* acknowledges that all Drawings are to be read in conjunction with each other and what is documented, detailed or noted on the Drawings in respect of any particular discipline shall be deemed to have been documented, detailed or noted on all other *Drawings* related to the same part of the *Work*. This includes any scope that is documented on one drawing, but not another, but which a reasonably prudent contractor ought to have anticipated. The *Contractor* acknowledges that any discrepancy that may arise between *Drawings* shall not give rise to a *Change Order*. If a discrepancy is discovered by the *Contractor*, the *Contractor* shall immediately notify the Consultant of such discrepancy requesting clarification.

1.1.15 The *Contractor* is responsible for all *Work* required by the *Contract Documents* regardless of division in the *Contract Documents*. For clarity, if *Drawings* provided in respect of mechanical work indicate certain electrical requirements, then notwithstanding that the electrical drawings failed to include the said electrical requirements, the *Contractor* is nonetheless responsible for completing such electrical requirements for the *Contract Price*.

GC 1.4 ASSIGNMENT

10. Paragraph 1.4.1 is amended by deleting the words "which consent shall not be unreasonably withheld".

GC 1.5 MISCELLANEOUS

11. Part 1 is amended by adding the following new GC 1.5:

1.5.1 As to any conflict between the Articles or General Conditions and the terms and provisions of these Supplementary Conditions, the terms and provisions of these Supplementary Conditions shall govern.

1.5.2 In all provisions of the *Contract* containing a release or disclaimer or waiver or exculpatory language in favour of the *Owner* or the *Contractor*, references to the *Owner* or *Contractor* include (whether or not expressly stated) all directors, officers, agents and employees and associated or related entities of the *Owner* or *Contractor* as the case may be, and in the case of the *Owner*, include the *Owner's Representative(s)* and its or their respective directors, officers, agents and employees.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

12. GC 2.3 is amended by adding a new paragraph after paragraph 2.3.7 as follows:

2.3.8 Should the *Consultant* be required to make more than one review of rejected *Work* or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the *Contract Documents*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.

GC 2.4 DEFECTIVE WORK

13. Paragraph 2.4.3 is amended by inserting the word “twice” after the word “*Contractor*” in the second line.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF WORK

14. Paragraph 3.1.1 is amended by adding the following to the end of the sentence: “and completion in accordance with accepted industry practice. The *Contractor* will exercise the diligence, prudence and foresight that would reasonably and ordinarily be expected from a qualified, skilled and experienced *Contractor* engaging in a similar type of undertaking under similar circumstances.”

GC 3.3 TEMPORARY WORK

15. GC 3.3 is amended by adding a new paragraph after paragraph 3.3.3 as follows:

3.3.4 The *Contractor* acknowledges that the *Contract Documents* reflect the location of cranes and other *Construction Equipment* and *Temporary Work* as identified by the *Contractor*, and the design, engineering and planning for such *Construction Equipment* and *Temporary Work* have been included in the *Contract Documents* based upon the location of such equipment, including cranes, and *Temporary Work* as determined by the *Contractor* and as set out in Appendix H, hereto. If the *Contractor* requires the relocation of any such *Construction Equipment* or *Temporary Work* for any reason other than a change in scope of the *Work* requested by the *Owner* in writing, any required engineering, planning, or re-routing or relocation of any part of the *Work*, including *Construction Equipment* and *Temporary Work*, and all costs thereof shall be the responsibility of the *Contractor* and there shall be no adjustment to the *Contract Time* by reason of any such relocation. Without limiting any of the foregoing, the *Contractor* acknowledges that it is responsible for all site coordination and agrees that any rerouting or resequencing of any of the *Work* including any *Temporary Work* or relocation of any *Construction Equipment* is the sole responsibility of the *Contractor* and will not give rise to any *Change Order*.

G.C. 3.4 CONSTRUCTION SCHEDULE

16. Paragraph 3.4.1.1 is amended by:
- a. deleting the words “prior to the first application for payment” and replacing with the words “as attached to the *Contract* as Appendix D”; and
 - b. deleting the words “construction schedule”, in the first line, and replacing with the words “*Construction Schedule*,”.

17. Paragraph 3.4.1.2 is deleted in its entirety and replaced with: “monitor the progress of the *Work* relative to the *Construction Schedule*, and provide an updated construction schedule in accordance with paragraph 3.4.3, on a monthly basis to the *Owner* and the *Consultant*,”
18. GC 3.4 is amended by adding the following paragraphs after paragraph 3.4.1.3 as follows:
 - 3.4.1.4 perform the *Work* in compliance with the *Construction Schedule*, and if, for any reason, the *Work* falls behind the schedule for the *Work* set forth in the *Construction Schedule*, the *Contractor* shall (as part of the *Work*):
 - (a) if in accordance with the *Contract Documents* the delay entitles the *Contractor* to a time extension, forthwith prepare and deliver to the *Consultant* a revised construction schedule in accordance with paragraph 3.4.3 to the *Consultant* indicating the revised dates for the remaining activities of the *Work*; or
 - (b) if in accordance with the *Contract Documents* the delay does not entitle the *Contractor* to a time extension, take such steps as required to bring the *Work* back into conformity with the *Construction Schedule*.

Failure to comply with the requirements of this section shall be deemed to be a default under the *Contract* to which the provisions of GC 7.1.2 apply.
19. 3.4.2 Subject to extensions of *Contract Time* as provided for under the *Contract*, the *Contractor* is responsible to attain *Substantial Performance* of the *Work* by the date set out in the *Construction Schedule*.
20. 3.4.3 The *Contractor* may amend the sequencing and durations of the elements or areas of the *Work* identified on the *Construction Schedule*, provided always that its obligations to attain *Substantial Performance* of the *Work* by the date set out in the *Construction Schedule* are met. If, for any reason, the *Work* falls behind the schedule for the *Work* set forth in the *Construction Schedule*, the *Contractor* shall as part of the *Work* either:
 - .1 if in accordance with the *Contract Documents* the delay entitles the *Contractor* to a time extension, the *Contractor* shall as soon as reasonably possible, prepare and deliver to the *Owner* and *Consultant* a revised construction schedule to the reasonable satisfaction of the *Owner* and the *Consultant* indicating the revised dates for the remaining activities of the *Work* and the revised date for *Substantial Performance of the Work*. This construction schedule will then become the approved *Construction Schedule*, or
 - .2 if in accordance with the *Contract Documents* the delay does not entitle the *Contractor* to a time extension, then the *Contractor* shall advise the *Owner* and *Consultant* of the steps it will be taking to bring the *Work* back into conformity with the *Construction Schedule* and undertake such steps at no additional cost to the *Owner*.
21. 3.4.4 The provision of an updated construction schedule (other than a *Construction Schedule* delivered in accordance with GC 3.4.3.1) does not constitute, expressly or implicitly, notice of delay or acceptance by the *Owner* of the dates for performance of the *Work* shown thereon or

waiver of the obligation of the *Contractor* to perform in accordance with the *Contract Time*, as adjusted by the *Contract* or as amended by *Change Orders*.

22. 3.4.5 Where the *Construction Schedule* indicates any delay in attainment of *Substantial Performance of the Work*, the *Contractor* shall provide to the *Owner* and *Consultant*, in addition to the *Construction Schedule*, a reasonably detailed explanation of the reasons for any delay, the effect of the delay on the intended date of *Substantial Performance of the Work* and actions being taken by the *Contractor* to meet the date of *Substantial Performance of the Work*.

GC 3.5 SUPERVISION

23. Paragraph 3.5.1 is amended by deleting the second sentence of the paragraph and replacing it with the following sentence: “The appointed representative shall not be changed except for valid reason and any such change requires consultation with and prior written acceptance of the *Owner*, which acceptance will not be unreasonably withheld.”

GC 3.5 is amended by adding the following new paragraphs after paragraph 3.52 as follows:

24. 3.5.3 The *Contractor* will, upon the reasonable request of the *Consultant* or *Owner*, remove any of the *Contractor’s* personnel who, in the opinion of the *Consultant* or *Owner*, is incompetent or has been guilty of improper conduct, and will forthwith designate another replacement person who is acceptable to the *Consultant* and *Owner*.
25. 3.5.4 The following key *Contractor* supervisory staff will direct the execution of the *Work* and shall not change without consultation and written acceptance by the *Owner*.

Individuals included in general overhead: TBD

Individuals included in general conditions costs: TBD

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

26. Paragraph GC 3.6.2 is deleted in its entirety and replaced with the following:

The *Contractor* agrees to engage the *Identified Subcontractors*. If the *Contractor* intends to engage a *Subcontractor* other than the *Identified Subcontractor* for the scopes of work to be performed by the *Identified Subcontractor*, the *Contractor* shall first obtain the written consent of the *Owner* to the proposed change. Where Appendix B lists an *Identified Subcontractor* as “TBD”, it means that the *Identified Subcontractor* has yet to be determined by the *Contractor*. In those instances, the *Contractor* will obtain the written consent of the *Owner* to the proposed *Subcontractor* to be engaged as those *Identified Subcontractors*. In each instance, the *Owner’s* consent shall not be unreasonably withheld.

50. Paragraph 3.6.3 is deleted in its entirety and replaced with the following:

If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Contractor's* personnel, *Subcontractors* or *Suppliers*, then the *Contractor* will, on written request from the *Owner*, replace such personnel, *Subcontractor* or *Supplier* immediately.

27. GC 3.6 is amended by adding the following new paragraphs after paragraph 3.6.6:
- 3.6.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work*.
 - 3.6.8 The *Contractor* shall coordinate the *Work* of all of its *Subcontractors* and *Suppliers* and determine to what extent *Work* specified in each section of the specifications is affected by *Work* indicated elsewhere and make all necessary allowances for their integration. All additional *Work* resulting from the failure to make such determination shall be done at no cost to the *Owner*.
 - 3.6.9 The *Contractor* shall indemnify and hold harmless the *Owner*, its agents, servants and employees, from and against all costs, claims, damages, debts, sums, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a *Subcontractor*, *Supplier*, worker or material supplier with whom the *Contractor* or any of its *Subcontractors* or *Suppliers* has contracted in relation to the *Work*, including with respect to any workers compensation matters.
 - 3.6.10 The *Contractor* shall be responsible and accountable for its *Subcontractors* and *Suppliers*. In the interpretation of the *Contract*, the terms and conditions of the *Contract* relative to the *Contractor* will extend and apply to the *Subcontractors* and *Suppliers*. The *Contractor* will require compliance by the *Subcontractors* and *Suppliers* with the terms and conditions of the *Contract* and performance by the *Subcontractors* and *Suppliers* in accordance with the requirements of the *Contract*.
 - 3.6.11 The *Contractor* shall ensure that all *Contract Documents* relevant to the work to be performed by a *Subcontractor* or *Products* to be supplied by a *Supplier* have been supplied to each such *Subcontractor* and *Supplier* prior the *Subcontractor* or *Supplier* entering into a contract for the performance of such work or the supply of such *Products*. It shall be the responsibility of the *Contractor* before entering this *Contract* to obtain and advise the *Subcontractors* and *Suppliers* of any clarification to any of the *Contract Documents* reasonably required to provide a quotation for the work or *Products* and properly perform the *Work* and supply the *Products* and no conflict in the *Contract Documents* will give rise to a *Change Order*. The *Contractor* acknowledges and shall make each of its *Subcontractors* aware that the *Contract Documents* provide that the *Drawings* are diagrammatic and indicate the general arrangement of systems and work and the *Contractor* and each *Subcontractor* is responsible to ensure that they have employed accurate dimensions from site measurements, architectural drawings and structural drawings and all applicable *Contract Documents*. The *Contractor* shall be responsible to ensure at its cost that the installation of all required services and equipment can be performed in a configuration that can be accommodated with the space provided for such services and equipment as set out in the *Contract Documents*.

Any cost of reconfiguring the space provided or the location therein of any services or equipment to accommodate such services or equipment shall be the sole cost of the *Contractor* and shall not be the subject of any *Change Order* or increase in the *Contract Price*.

- 3.6.12 The *Contractor* shall pay all *Subcontractors*, *Suppliers*, and labourers which they employ such sums as are due to them. If the *Contractor* becomes aware that a *Subcontractor* has not made a payment to sub-subcontractors or suppliers when due, the *Contractor* shall take reasonable steps to confirm that payments are made by the parties obligated to make such payments.

GC 3.7 LABOUR AND PRODUCTS

28. Paragraph 3.7.3 is amended by adding the following to the end of the second sentence following "*Consultant*": "and shall conform to current applicable specifications and regulations of the Canadian Standards Association, Technical Builders' Bulletin, Canadian Government Specifications Board, National Building Code, British Columbia Building Code, Technical Safety BC, American Society for Testing and Materials, Trade Association Specifications and all authorities having jurisdiction at the *Place of the Work*."
29. GC 3.7 is amended by adding the following new paragraphs after paragraph 3.7.3:
- 3.7.4 The *Consultant* shall ensure no person, with relation to employment or eligibility for employment in connection with the *Work*, is discriminated against by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because such person has been convicted of a criminal or summary conviction offence that is unrelated to the employment.
- 3.7.5 The *Contractor* shall supply labour that is compatible with other labour employed on the *Work*. In the event of labour disputes arising from the provision of skilled or unskilled labour by the *Contractor* or its *Subcontractors*, the *Contractor* shall, to the satisfaction of the *Owner* or *Consultant*, as applicable, make such arrangements as are necessary to preclude delay to the *Work* or to the work of others at the *Place of the Work*.

GC 3.8 SHOP DRAWINGS

30. GC 3.8 is amended by adding the following new paragraph at the end of the paragraph 3.8.2:
- The *Contractor* will ensure that it has fully vetted all *Shop Drawings* before submitting any such drawing to the *Consultant* for approval to ensure that all submissions have sufficient detail and backup so as to enable the *Consultant* to properly evaluate such drawings. If the *Contractor* is required by the *Consultant* to resubmit any *Shop Drawing* for approval by reason of its not being complete, detailed and accompanied by sufficient detail and backup more than one time, the *Contractor* will be solely responsible for the *Consultant's* account for reviewing and if applicable

approving the *Shop Drawings*. Any resubmission of *Shop Drawings* shall clearly identify the specific change or changes from the previous submission.

31. GC 3.8 is amended by adding the following new paragraphs after paragraph 3.8.7:

3.8.8 The *Consultant* will review and return *Shop Drawings* and samples in accordance with a schedule prepared by the *Contractor* and approved by the *Consultant*. Any additional *Shop Drawings* or samples that may be required after the list is completed and approved, will be reviewed by the *Consultant*, and returned to the *Contractor* in not more than ten (10) *Working Days* including handling.”

3.8.9 Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner's* property.

3.8.10 Electronic submissions and electronic review stamp by the *Consultant* are acceptable.

32. Part 3 is amended by adding the following new GC 3.9:

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep a daily record of the *Work* for review by the *Consultant*, and the record shall include particulars of weather conditions, the number of workers, the delivery of *Products*, the amount and location of *Products* incorporated in the *Work* and the daily progress of the *Work*.

3.9.2 The *Contractor* shall record on the *Drawings* at the *Place of the Work* the changes in the *Work* as they occur, indicated by the use of coloured lines and suitable notations and such *Drawings*, as noted, will be the *As-Built Drawings*.

33. Part 3 is amended by adding the following new GC 3.10:

GC 3.10 DOCUMENT REVIEW

3.10.1 The *Contractor* acknowledges that it was retained by the *Owner* under a separate contract and for separate remuneration to provide pre-construction services which included the review of the *Specifications* and the *Drawings*, inclusive of the *Drawings* prepared by the Architect and the various *Consultants* for the *Work*, for the purpose of constructability advice and scope gap analysis as the *Consultant* reasonably required to ensure a complete and fully coordinated set of documents, provided however that the *Contractor* did not and does not assume any liability for the design of the *Project*, including any architectural or engineering aspects, which are the responsibility of the *Owner* and the *Consultant*. While the *Contractor* does not accept any design risk, the *Contractor* acknowledges and agrees that it has reviewed, and will review, the *Contract Documents* for their accuracy and consistency with each other and the proper co-ordination, sequencing and execution of the *Work* by the *Contractor* in accordance with its obligations

hereunder, and has disclosed, and will disclose, to the *Consultant* and the *Owner* any errors, omissions and inconsistencies in the *Contract Documents* discovered in the course of such review.

3.10.2 The *Contractor* represents that it has performed building information modeling as a component of the *Contractor's* pre-construction services in order to identify discrepancies or conflicts in the construction drawings and specifications and the *Contractor* confirms that it has examined all of the *Contract Documents* and has considered in determining the *Contract Price* inclusion of the cost of any work and materials not detailed or included in the *Contract Documents* but which an experienced and skilled contractor would anticipate as being required to complete the *Work* in accordance with the design intent shown in the *Contract Documents*. Subject to paragraphs 1.1.13 and 3.1.1 and GC 4.1 – CASH ALLOWANCES, and recognizing that the *Contractor* has no responsibility or liability for the design of the *Project*:

- .1 the *Contractor* shall be responsible for all costs resulting from any inconsistency or discrepancy in the *Contract Documents* that ought to have been discovered by the *Contractor* during its performance of pre-construction services under the CCDC 5A – 2010 contract between the parties having regard to the *Contractor's* obligations under that contract and the standard of care described therein, and in particular any costs that arise from any lack of coordination between Drawings or between *Drawings* and *Specifications*;
- .2 the *Contractor* shall not be entitled to additional compensation for, and hereby acknowledges that the *Contract Price* includes provision for any costs resulting from or in respect of any of the following:
 1. inconsistencies in the *Contract Documents*;
 2. incorrect assumptions made in any *Drawings, Specifications* or *Shop Drawings* as to (i) the accuracy or completeness of any other *Drawings, Specifications* or *Shop Drawings* or (ii) any portion of the *Work*, whether or not already constructed;
 3. any failure of any of the *Drawings* or *Specifications* to provide adequate space for any of the *Products* including mechanical or other system components and fixtures, in the locations as specified in the *Contract Documents*, provided that such failure ought to have been discovered by the *Contractor* during its performance of pre-construction services under the CCDC 5A – 2010 contract between the parties having regard to the *Contractor's* obligations under that contract and the standard of care described therein;
 4. improper or inefficient sequencing of parts of the *Work*; and
 5. delays in or changes to the *Work* (including, for certainty, changes to or replacement or modifications of *Products*), resulting from or required as a result of any of the foregoing.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

34. Paragraph 4.1.1 is amended by adding the following word “Appendix C” after the words “cash allowance” in both instances.
35. Paragraph 4.1.3 is amended by adding the following work “in advance” after the word “authorized”.
36. Paragraph 4.1.4 is amended by deleting the words “plus an amount for overhead and profit” and replace with “plus an amount equal to the *Contractor’s* fee of TBC”
37. Paragraph 4.1.5 is amended by adding the words “or *Change Directive*” after the words “by *Change Order*”.
38. GC 4.1 is amended by adding the following new paragraphs after paragraph 4.1.7:

4.1.8 Expenditures of the cash allowance are to be directed as per GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE, at the *Owner’s* directive.

4.1.9 The *Contractor* shall account to the *Owner* for any cash or other documents, rebates, or other consideration, reduction or adjustments, in connection with the costs related to cash allowances. All *Work* under cash allowances is to be competitively tendered unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on expenditures towards cash allowances including unallocated amounts. The *Contractor* shall assist the *Owner* and the *Consultant* and will act for and in the best interest of the *Owner* to provide in a timely fashion the services needed to solicit bids, quotes, and proposals from perspective *Subcontractors*, in connection with the subject matter of the cash allowances. The *Owner* shall make decisions regarding the selection of *Subcontractors* for cash allowance work in a reasonable and timely fashion.

4.1.10 Unless otherwise agreed to by the *Owner* in writing, all *Work* under cash allowances will be contracted for and reconciled by the *Contractor* not more than 6 months after the commencement of the *Work*. The cost of any *Work* under cash allowances not contracted for or reconciled prior to the expiration of the said 6 months in excess of the *Cash Allowance* for such *Work* shall be for the account of the *Contractor* and will not be in addition to the *Contract Price*.

GC 4.2 CONTINGENCY ALLOWANCE

39. GC 4.2 is deleted in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

40. GC 5.1 is deleted in its entirety.

GC 5.2 APPLICATIONS FOR PAYMENT

41. Paragraph 5.2.2 is amended by adding the following at the end of the paragraph::

Applications shall be submitted to the *Owner* and the *Consultant*, together with a sworn statutory declaration as required under paragraph 5.2.11, and such other documents as reasonably requested by the *Consultant* or the *Owner*. Applications for progress payment for changes in the *Work* shall not be valid or become due and payable without a written *Change Order* and/or *Change Directive* issued by the *Consultant*.

42. Paragraph 5.2.3 is amended by adding the following at the end of the paragraph:

The *Contractor* will identify separately, with reference to the applicable *Change Order* or *Change Directive*, any application for payment for *Work* performed pursuant to a *Change Order* or *Change Directive*. No payment for *Change Orders* will be made before the issuance of the applicable *Change Order*. *Change Directives* may be invoiced and paid on a monthly progress basis upon review and approval by the *Consultant*.

43. Paragraph 5.2.8 is deleted in its entirety and replaced with:

5.2.8 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.

44. GC 5.2 is amended by adding the following new paragraphs after paragraph 5.2.8:

5.2.9 A draft application for payment is to be submitted to the *Owner* and the *Consultant* on the 25th of the month.

5.2.10 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Owner* and the *Consultant*.

5.2.11 The *Contractor* shall submit with its second application and each subsequent application for payment, a sworn statutory declaration or sworn statutory declarations, using a standard CCDC 9A (2018) form, confirming that, to the extent it has been paid by the *Owner*, it has paid all money due to *Subcontractors*. The *Contractor* shall also at the same time deliver in writing to the *Owner* notification of any disputes between the *Contractor* and any *Subcontractor* that have caused the *Contractor* to withhold funds from the *Subcontractor*, stating the amount of the withholding and the reason therefor.

5.2.12 Each application for payment shall be accompanied by a construction schedule that must include, at a minimum, the following elements:

- Task Description
- Duration

- Baseline Start Date
- Baseline Completion Date
- Start Date
- Completion Date
- Percent Complete
- Predecessors

GC 5.3 PAYMENT

45. Paragraph 5.3.1.2 is deleted in its entirety and replaced with:

5.3.1.2 The *Owner* will make payment to the *Contractor* within 20 calendar days after the date a certificate for payment is issued by the *Consultant*.

46. GC 5.3 is amended by adding the following new paragraphs after paragraph 5.3.1:

5.3.2 The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent acts or omissions, or which the *Owner* incurs on the *Contractor's* behalf.

5.3.3 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents* or required or permitted by law, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days' written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.

5.3.4 In addition to *Builders Lien Holdbacks*, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* or *Owner* estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

5.3.5 Except as herein set out, the *Owner* may withhold or deduct from amounts otherwise due to the *Contractor*:

- .1 the full value of any builders lien, or claim thereof, filed against the title to the Project with respect to the *Work* or any claim against the *Builders Lien Holdback*, plus any costs, including legal costs, incurred by the *Owner* to have the lien or claim removed, except where such lien or claim relates to money for which the Contractor has not been paid by the *Owner*. When liens or claims are discharged from title, or otherwise cleared, by the *Contractor*, any funds previously withheld pursuant to this provision will be paid to the *Contractor* in the following monthly progress claim;

- .2 any other monetary claims against the *Contractor* which are enforceable against the *Owner* including garnishing orders;
 - .3 security for any actual liability to others for uninsured costs, damages or expenses resulting from the *Contractors* performance of the *Work*, as agreed to between the *Owner* and the *Contractor* or finally determined in any legal proceeding commenced by a third party against the *Owner* or the *Contractor*;
 - .4 any other amounts which the *Owner* is authorized to withhold or deduct under the terms of the *Contract*.
- 5.3.6 Provided there are no liens or claims filed against or in respect of the Project, the *Owner* agrees to pay the *Builders Lien Holdback* when due under the *Builders Lien Act* and agrees that it will not exercise any right of withholding, offset or deduction against said holdback unless, at the date that the *Contractor* seeks a declaration of *Substantial Performance of the Work*, there is insufficient money remaining to be paid to the *Contractor* to secure the *Deficiency Holdback* referred to in GC 5.4.8 (the "Unsecured Deficiency Holdback"), in which case the *Owner* reserves the right to withhold the Unsecured Deficiency Holdback or some part thereof from the *Builders Lien Act Holdback* if at the time that the *Builders Lien Holdback* is due, the value of the *Deficiency Holdback* continues to exceed the money remaining to be paid to the *Contractor*, excluding any statutory holdback money. The *Owner* will then release the Unsecured *Deficiency Holdback* on an ongoing basis as identified deficiency items are completed, as set out in GC 5.4.
- 5.3.7 The *Consultant* may upon giving *Notice in Writing* to the *Contractor* stating the basis and amount of deduction withhold the whole or part of any payment otherwise due to the *Contractor* (excepting only statutory holdback money), to the extent the *Consultant*, acting reasonably and in good faith, considers necessary to protect the *Owner* from any loss, damage, claim, cost or expense arising from one or more of the following events or circumstances:
- .1 rejected materials or deficient or defective *Work* that is not being remedied,
 - .2 the *Contractor* is failing to pay promptly any amounts properly due and payable by the *Contractor* to *Subcontractors* or *Suppliers* or other third parties in connection with the performance of the *Work*, or
 - .3 the *Contractor* is in breach or default of its obligations under the *Contract*.
- 5.3.8 The *Owner* may elect to pay a portion or portions of any amounts due to the *Contractor* directly to one or more *Subcontractors* or *Suppliers* or to the labourers of one or more *Subcontractors* or *Suppliers* that the *Contractor* acknowledges to be validly owing to said *Subcontractor* or *Supplier*, provided that the *Owner* shall not do so unless such action is warranted in the reasonable determination of the *Owner*. It shall be reasonable for the *Owner* to do so if *Owner* has paid the *Contractor* in accordance with the terms of the *Contract*, and the *Contractor* has failed to pay any *Subcontractor* or *Supplier* and in the

reasonable determination of the *Owner* direct payment is warranted to assist in continuation of the progress of the *Work* or any part of the *Work*. Such payments will be credited against amounts due to the *Contractor*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF THE HOLDBACK

47. GC 5.4 is amended by:

- a) in paragraph 5.4.1, adding the words “or *Owner*” after “*Consultant*”;
- b) deleting paragraph 5.4.2 in its entirety;
- c) adding the following new paragraphs after paragraph 5.4.6:

5.4.7 Should the *Consultant* or *Owner* find significantly more incomplete or deficient *Work* than that listed by the *Contractor* with its application, the *Consultant* or *Owner* may elect to terminate its inspection and to not issue a certificate of *Substantial Performance of the Work*. If the *Consultant* or *Owner* terminates its inspection, the *Contractor* shall compensate the *Owner* for the additional time and expenses incurred by the construction manager, *Consultant*, *Subconsultants* and *Owner* in relation to multiple inspections.

5.4.8 Within 30 calendar days following *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* the following:

- .1 letters of assurance for professional design and review from those professionals engaged by the *Contractor* under the provisions of the *Contract*, if any, including any required sealed *Shop Drawings*,
- .2 all required manufacturer’s inspections, certifications, guarantees, warranties as specified in the *Contract Documents*,
- .3 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the *Contract Documents*,
- .4 certificates issued by all permit issuing authorities indicating approval of all installations, work and improvements requiring permits;
- .5 certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as applicable or specified in the *Contract Documents*, and
- .6 the *As-Built Drawings*.

5.4.9 Together with its request or application for the certificate of *Substantial Performance of the Work*, the *Contractor* shall provide to the *Owner* and the *Consultant* the following:

- .1 a current clearance letter from WorkSafeBC confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to WorkSafeBC;
- .2 a statement compiling and reconciling all *Change Orders* and *Change Directives*;
- .3 a list of all claims and demands for changes and delay, or otherwise for adjustment or reimbursement or any other claims whatsoever under or in connection with the *Contract*,
- .4 a sworn statutory declaration as described in paragraph 5.2.11; and
- .5 any other documents to be submitted by the *Contractor* as specified in the *Contract*.

5.4.10 Within one calendar day of issuing a certificate of *Substantial Performance of the Work*, the *Consultant* will post a copy of it at the *Place of the Work* in accordance with the *Builders Lien Act*.

5.4.11 When applying for *Substantial Performance of the Work*, the *Contractor* shall deliver to the *Consultant* and the *Owner* a comprehensive list of items to be completed or corrected, together with an application for a review by the *Consultant* to establish *Substantial Performance of the Work* or a portion of the *Work*. The list shall also indicate the time required to perform the *Work* and, for each item, the costs to complete. When undertaking its *Substantial Performance of the Work* review, the *Consultant* may supplement the list of items to be completed or deficiencies to be corrected by the *Contractor*. The *Consultant* shall determine and disclose the cost of completing the *Work* or correcting each of the deficiencies. For the purpose of estimating the cost to complete for the purpose of determining *Substantial Performance of the Work*, the *Consultant* shall value each item of deficient or incomplete work at two times the costs to complete (the "*Deficiency Holdback*"), and the *Owner* shall then be entitled to withhold the *Deficiency Holdback*, in addition to the *Builders Lien Holdback*. Payment of the *Deficiency Holdback* in relation to any identified deficiency item shall be made when that deficiency is completed or corrected to the satisfaction of the *Consultant* which shall then be paid in the following monthly progress claim.

GC 5.5 FINAL PAYMENT

48. In paragraph 5.5.4, the words "no later than 5 calendar days after the issuance of a final certificate for payment" are deleted and replaced with "net 30 days from invoice date".
49. GC 5.5 is amended by adding the following new paragraph after paragraph 5.5.4:
 - 5.5.5 The issuance of a final certificate for payment of the *Builders Lien Holdback* and the *Deficiency Holdback* amounts shall not relieve the *Contractor's* responsibility for correction of any other deficiencies or incomplete items, at no additional cost to the *Owner*, that may

not have been included in the list of deficient items or which may not have been apparent during the review carried out pursuant to GC 5.4".

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

50. In paragraph 6.1.2, add the following at the end of the paragraph:

In no event will the *Owner* be liable for the cost of any change in the *Work* or the supply of any *Products* in the absence of a *Change Order* or *Change Directive* and notwithstanding any provision of the *Contract Documents* to the contrary, the *Contractor* will not be entitled to any upward adjustment to the *Contract Price* or any extension to the *Contract Time* if the *Change Order* or *Change Directive* is required as a result of the breach by the *Contractor* of any of its obligations or agreements as contained in the *Contract Documents* or is otherwise stated in the *Contract Documents* to be the responsibility or for the account of the *Contractor*.

GC 6.2 CHANGE ORDER

51. Paragraph 6.2.1 is amended by adding the following at the end of the paragraph:

A *Change Order* shall be a final determination of adjustments in the *Contract Price*, *Contract Time* or both, as applicable. There shall be no adjustment to the *Contract Price* or *Contract Time* should the *Contractor* fail to present a request for a specific adjustment in response to a notice describing a proposed change in the *Work*.

52. Paragraph 6.2.2 is amended by adding the following to the end of the last sentence: "and be noted on the *Change Order* Schedule of Values".

53. GC 6.2 is amended by adding the following new paragraph after paragraph 6.2.2:

6.2.3 The documentation procedure for authorization for changes in the *Work* shall be as follows:

- .1 No verbal instruction will be recognized. All instructions and clarifications will be by *Supplemental Instruction* completed by the *Consultant* for immediate authorization on site. Should such instructions involve extra cost the *Contractor* shall inform the *Consultant* within five (5) *Working Days* of receipt of the instruction failing which there shall be no extra cost.
- .2 Contemplated *Change Orders* completed by the *Consultant* for purposes of pricing only shall be issued to the *Contractor*. The *Contractor* will price the work and return the pricing to the *Consultant* and *Owner* for approval prior to proceeding with the change.
- .3 *Change Orders* for construction will proceed only upon approval of the *Contractor's* price, witnessed by the *Consultant's* recommendation, and authorized by the *Owner*, which authorization may be issued by email from the *Owner*. Charges for additional *Work* not

so authorized will not be accepted;

.4 *Change Directive* will follow the procedures described in GC6.3.

6.2.4 The *Contractor* shall provide quotations for proposed changes in the *Work* in the form and within the time frame requested by the *Consultant*, but in any event, the *Contractor* will include particulars of all quantities, rates and markups utilized in determining the quotation. The *Contractor* acknowledges that failure to do so may result in delays in approval and payment for changes in the *Work*, and additional costs. If the *Contractor* fails to provide quotations in the form or within the time so requested, then the *Consultant* will be entitled to prescribe a reasonable valuation for the change in the *Work* and to prescribe a reasonable adjustment, if any, in the *Contract Time* attributable to the change in the *Work*, and the *Contractor* shall be bound thereby. The method of adjustment and the amount of adjustment for the *Contract Price* to be applied by the *Contractor* under GC 6.2 for all proposed changes in the *Work* shall be agreed by the *Contractor* and *Owner* on the following alternative basis:

- .1 the cost of the *Work* to be performed to be estimated in accordance with GC 6.3.7 or such other means as required by the *Consultant* for reasonable detail for proper evaluation; or
- .2 if unit prices are set-out in the *Contract* or subsequently agreed upon, then the unit prices shall govern, despite the other provisions of GC 6.2 and GC 6.3 [CHANGE DIRECTIVE]; or
- .3 if separate prices or alternative prices are set-out in the *Contract* or *Contractor's* tender or bid or are subsequently agreed upon, then the separate prices and alternative prices (respectively) alone shall govern, despite the other provisions of GC 6.2 and GC 6.3 [CHANGE DIRECTIVE], and each of such separate prices or alternative prices shall be held by the *Contractor* and open for acceptance by the *Owner* at any time up to 60 days (except as otherwise expressly stipulated or agreed upon) after award of the *Contract* to the *Contractor*.

6.2.5 The value of the change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*:

- .1 by estimate and acceptance in a lump sum;
- .2 where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
- .3 by costs and a percentage fee for overhead and profit as calculated below:
 - a) for *Change Orders* not covered by allowances, the *Contractor's* overhead and profit and supervision shall be 10% on the *Work* performed directly by the *Contractor*, and 5% on work performed by the *Subcontractor*;

- b) The *Subcontractor's* allowance for overhead and profit and supervision shall be 10% of the actual cost of all *Change Orders* attributed to the *Subcontractor's Work*, as determined by this paragraph;
- c) Where the *Change Order* involves the substitution of one type of *Product* for another the actual cost of the *Change Order*, whether credit or extra, shall be the net difference in the actual cost defined above.

6.2.6 Whenever the *Consultant* delivers a written request to the *Contractor* for a quotation of a contemplated change, the *Contractor* will within 15 *Working Days* after receiving such request provide to the *Consultant* in writing a quotation of the value of the contemplated change (increase or decrease) and a statement of the effect, if any, of the contemplated change in the *Contract Time*. The *Contractor's* written quotation and statement, will be interpreted to include all costs, including any indirect or "impact" effects, and all effects on the *Contract Time*. The *Contractor* will not be entitled to claim on account of any cost not included specifically in the quotation and statement unless the quotation and statement specifically itemize and describe such indirect or impact effects.

6.2.7 If the method of valuation, measurement or change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Consultant* in the first instance will determine the method of valuation, measurement or change in the *Contract Price* and the *Contract Time*, subject to final determination in the manner set-out in PART 8 — DISPUTE RESOLUTION, and the *Contractor* shall promptly proceed with the change.

6.2.8 In the case of a dispute in the valuation of a change, authorized in the *Work* and pending final determination of such value, the *Consultant* will certify the value of *Work* performed in accordance with the *Consultant's* valuation of the change and include the amount with the regular certificates for payment. The *Contractor* shall keep account records of quantities and costs of such *Work*. The *Contractor* shall make available original documentation and records for audit as requested by the *Consultant* or *Owner*. Failure to provide such documentation and records shall void and nullify the *Contractor's* claim, for any portion of the claim that has previously been deemed fair and reasonable and certified by the *Consultant*.

6.2.9 When requested by the *Consultant*, the *Contractor* shall promptly provide itemized labour and material cost breakdowns and any other detached information required to substantiate the *Contractor's* claims for a change to the *Contract Price* or *Contract Time*.

6.2.10 After issuance of a *Change Order* by the *Consultant* signed by the *Contractor* for a proposed change in the *Work*, the *Contractor* is deemed to have accepted the valuation for the change in the *Work* proposed by the *Consultant* and the adjustment if any in the *Contract Time* proposed by the *Consultant*.

6.2.11 The amount and methods of adjustment agreed upon pursuant to GC 6.2 encompass and

include any and all claims of any kind whatsoever if the *Contractor* resulting from the change in the *Work* including claims for delay, impact or acceleration of the *Work*. The *Contractor* shall not be entitled to any further claim or adjustment, for time or delay or price, therefor.

GC 6.3 CHANGE DIRECTIVE

54. In paragraph 6.3.3 delete the words "direct a change in the *Contract Time* only" and replace with the words "accelerate the date for attainment of *Substantial Performance of the Work* to a date that is earlier than the *Ready-for-Takeover* date that appears in paragraph 1.3 of Article A-1 [THE WORK]".

55. In paragraph 6.3.6.3, delete the words "fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties" and replace with the words "fee shall be the percentages as specified in paragraph 6.2.5 of GC 6. 2 [CHANGE ORDER] or as otherwise from time to time agreed by the parties".

56. In paragraph 6.3.7.2 after the words "transportation thereof" add the words "at standard rates".

57. Paragraph 6.3.7.6 is deleted in its entirety and replaced with the following:

subcontractor amounts of *Subcontractor* provided that the costs included in such subcontract amounts are limited to the actual cost of the items described in this paragraph 6.3.7.

58. In paragraph 6.3.7 add the following to the end of the paragraph:

All other costs attributable to the change in the *Work* including the costs of staff not directly engaged or employed as listed in 6.3.7.1 or engaged in the supervision and management of the *Work* are included in the home office overhead and profit allowance which shall be calculated in accordance with the provisions of paragraph 6.2.5 of GC 6.2 CHANGE ORDER.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

59. GC 6.4 is amended by adding the following new paragraph after paragraph 6.4.4:

6.4.5 The *Contractor* acknowledges that it has inspected the *Place of the Work* for the physical conditions described in GC 6.4.1 and has disclosed its findings to the *Owner*. The *Contractor* agrees not to seek any increases in the *Contractor's* cost or time to perform the *Work* in respect of any conditions that were or ought to have been

discovered upon reasonable inspection by the *Contractor* prior to the date of the *Contract*.

GC 6.5 DELAYS

60. In paragraph 6.5.4, add the following at the end of the paragraph: “No *Notice in Writing* is required in respect of changes in the *Work*, effected by a *Change Order*, and any required *Contract Time* extensions will be identified at the time of a contemplated *Change Order*.”

61. GC 6.5 is amended by adding the following new paragraphs after paragraph 6.5.5:

6.5.6 In the event of any delay, the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor's* entitlement to an extension of the *Contract Time* and reimbursement of delay costs.

6.5.7 Where a change in the *Work* will affect the *Contract Time*, the *Contractor* will identify for the *Owner* as soon as reasonably practicable but no later than 30 calendar days after notification in writing from the *Contractor* to the *Owner* if a claim for an extension to the *Contract Time* and/or the *Contractor's* costs, any mitigative measures that would be available to attempt to reduce the impact of the delay and the costs of such measures. If the *Contractor* fails to do so, then the *Contractor* shall not be entitled to claim an extension to the *Contract Time*, or the costs associated with an extension to the *Contract Time*.

6.5.8 Where *Work* on the *Construction Schedule's* critical path is negatively impacted due to a cause within the *Contractor's* control and the *Contractor* is not otherwise entitled to an extension of time, the *Contractor*, at the request of the *Consultant*, shall provide the *Consultant* with details, in form and content acceptable to the *Consultant*, to demonstrate how the *Contractor* intends to achieve *Substantial Performance of the Work*.

6.5.10 Any disruptions or delays caused by one or more labour disputes, including jurisdictional disputes involving unionized and non-unionized workers, on or related to the *Place of the Work* shall not be the responsibility of the *Contractor* and not shall be deemed to be a cause within the *Contractors* control. If the *Contractor* is delayed in the performance of the *Work* by any such labour disputes, then the *Contractor* shall be entitled to an extension of the *Contract Time* and shall not be entitled to payment for costs or damages incurred by such delays.

6.5.11 The *Owner* may, at any time, give written direction to the *Contractor* for the *Contractor* to accelerate the *Work*, in which event the *Contractor* shall use best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner*, the

Contractor's work on the critical path is behind the *Construction Schedule* due to a cause within the *Contractor's* control and the *Contractor* is not otherwise entitled to an extension of time, and the *Contractor* has not demonstrated a method of recovery acceptable to the Consultant pursuant to GC 6.5.7, then the cost of such acceleration shall be borne by the *Contractor*. If at such time the *Contractor's* work on the critical path is not behind the *Construction Schedule* or is not behind due to a cause within the *Contractor's* control or the *Contractor* is not otherwise entitled to an extension of the *Contract Time*, then the cost of such acceleration shall be for the account of the *Owner*.

6.5.13 The entitlement of the *Contractor* to claim an extension of the *Contract Time* or reimbursement of costs, under GC 6.5, shall be subject to the condition that the *Contractor* shall have exercised reasonable efforts to avoid, or minimize the duration, cost and impact of any delay or impact in respect of which a claim for extension of the *Contract Time* or compensation is made, including where the delay or interruption in the supply or delivery of *Products* or materials required for the *Work* ought to have been mitigated against by the *Contractor* by, inter alia, obtaining shipment of *Products* or materials in advance of the date that such *Products* or materials would have been incorporated or used in the *Work* in normal circumstances. The *Contractor* waives any claim for extension of *Contract Time* or compensation for delays or impacts, which do not adversely affect the critical path for achieving *Substantial Performance of the Work*, or which could have been avoided, minimized or mitigated by the *Contractor* using reasonable efforts.

6.5.14 The *Contractor* acknowledges that the dates outlined in the *Construction Schedule* may be affected due to unknown conditions during excavation and this may cause a later start date for the trades scheduled to commence post excavation. The *Contractor* and their *Subcontractors* will not make any claims against the *Owner* for delayed start times for up to 90 days beyond the date outlined in the *Construction Schedule*. The *Contractor* will include and require the *Subcontractors* to include the below wording in their respective trade contracts:

"It is currently anticipated that your scope of work on site will commence on or about _____ . The subcontractor acknowledges that there could be a delay to this start date of up to 90 days, and there will be no claim for additional costs or time related to such delay. "

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

62. Paragraph 7.1.1 is amended by adding the words "commits an act of bankruptcy," in the first line of the paragraph after the word "bankrupt,".
63. GC 7.1 is amended by adding the following new paragraphs after paragraph 7.1.6:

7.1.7 For greater certainty, but without intending to limit the circumstances in which notice of default might be given, the *Owner* will be entitled to give the *Contractor Notice in Writing* that the *Contractor* is in default pursuant to paragraph 7.1.2, and to instruct the *Contractor* to correct the default as set out therein, upon the happening of any of the following:

- .1 if the *Contractor*, without reasonable explanation, fails to make prompt payment to its *Subcontractors* and *Suppliers* when due, pursuant to GC3.7;
- .2 if *Work* of the *Contractor* is rejected and the *Contractor* fails to correct same as required by the *Consultant*,
- .3 if the *Contractor* has made an assignment of the *Contract* without the required consent of the *Owner*,
- .4 if the *Contractor* abandons the *Work*,
- .5 if the *Contractor* fails to carry and maintain required insurance;
- .6 if the *Contractor* fails to discharge builder's liens when required to do so except where such lien is a direct result of a breach of this *Contract* by the *Owner* or non-payment by the *Owner* of a valid charge or claim under this *Contract*,
- .7 if in the reasonable determination of the *Consultant*, the *Contractor* does not have sufficient workforce, *Products* or *Construction Equipment* at the *Place of the Work* or otherwise is not meeting or will not meet the requirements of the *Construction Schedule*, and
- .8 if the *Contractor* fails to take steps required by the *Owner* as set-out in paragraph 6.5.11 above.

7.1.8 The *Owner* may require the *Contractor* to suspend performance of the *Work* either for a specified period or an unspecified period, not to exceed sixty (60) days by giving notice in writing of suspension to the *Contractor*. The *Owner* acknowledges that a suspension longer than thirty (30) days may result in deemed termination of subcontracts, with resulting costs. When such notice is received by the *Contractor*, the *Contractor* will suspend all operations in respect of the *Work* or such part of the *Work* which may be identified as suspended. Throughout the course of suspension, no costs for *Work* not completed, supplied, performed or fabricated will be charged by the *Contractor* to the *Owner* for the *Work* or the portion of the *Work* so suspended unless the *Contractor* is contractually obligated to accept delivery of *Product*. The *Contract Time* will be extended on a day for day basis, by the period of the suspension. The *Owner* will compensate the *Contractor* for reasonable costs and expenses sustained by the *Contractor* as a result of the suspension, plus a reasonable number of days and costs for demobilization and re-mobilization which may include costs of obtaining replacement *Subcontractors*, if any *Subcontractor* terminates its *Subcontract* with the *Contractor* and the costs and liabilities arising from such termination, and will include additional compensation for the period of the *Contract Time* extension for the *Contractor* and its *Subcontractors* and any, standby time for equipment and labour. If the period of suspension is sixty (60) days' or less, upon notification by *Owner*, the *Contractor* will resume the performance of the *Work* as soon as practicable. If the period of suspension exceeds sixty (60) days, no work will be resumed or be completed prior to the parties having agreed upon the resumption and its terms and conditions. Failing agreement on the resumption and its terms

and conditions, the *Contractor* will be entitled to all costs associated with the suspension, payment for all *Work* done to the conclusion of the period of suspension and payment of a reasonable amount for loss of profit on the unearned balance of the *Contract Price*. If the parties are unable to agree on this amount, the amount shall be determined in the first instance by the *Consultant*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

64. Paragraph 8.1.2 is amended by deleting the words “paragraphs 8.3.3 to 8.3.8 of”.
65. GC 8.1 is amended by adding the following new paragraph after paragraph 8.1.3:

8.1.4 If a dispute arises between the *Contractor* and the *Owner* as to the *Contractor's* entitlement to any compensation as a result of any matter including a *Change Order* or *Change Directive* or as to the amount of any adjustment to the *Contract Price* or cost of any *Change Order* or *Change Directive*, the *Contractor* will not have the right to delay, suspend or discontinue its performance of the *Work* and such performance will continue as resolution of the dispute is being prosecuted in accordance with the provisions the *Contract Documents* including the provisions of GC 2.2 and Part 8 hereof.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

66. GC 8.3 is deleted in its entirety and replaced with the following:

8.3.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this *Contract* or related to this *Contract* (“Dispute”) using the dispute resolution procedures set out in this section.

Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 calendar days, either party may, by delivery of written notice to the other party, refer the matter to mediation. Within 7 calendar days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will equally bear the costs of

the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the Metro Vancouver area.

PART 9 - PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

67. GC 9.1 is amended by adding the following new paragraph after paragraph 9.1.4:

9.1.5 In the event of a delay or shut down which results in a stoppage of the *Work*, the *Contractor* shall take all reasonable steps to protect the *Work* for the entire period of the delay or shut down. The cost of such protection shall be paid as follows:

(a) if under paragraph 6.5.1, or 6.5.2, the *Owner* will pay,

(b) if under paragraph 6.5.3, the *Contractor* will pay.

GC 10.1 TAXES AND DUTIES

68. GC 10.1 is amended by adding the following new paragraph after paragraph 10.1.2:

10.1.3 All applications for payment shall indicate the *Value Added Taxes* registration number of the *Contractor*.

69. GC 10.2.7 is deleted in its entirety and replaced with the following:

If any changes are made to applicable laws, ordinances, rules, regulations or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 — CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.4 WORKERS' COMPENSATION

70. GC 10.4 is amended by adding the following new paragraph after paragraph 10.4.1:

10.4.2 The *Contractor* shall indemnify and hold harmless the *Owner*, its agents and employees from and against all costs, claims, demands, debts, losses, actions, causes of action, suits or proceedings whatsoever and whensoever arising out of any claim or action by any of the employees of the *Contractor* or *Subcontractors* with respect to workers compensation

insurance or related matters. This indemnity shall survive the completion of *Work* or the termination for any reason of the *Contract*.

PART 11 – INSURANCE

G.C. 11.1 INSURANCE

71. GC 11.1 is deleted in its entirety and replaced with the following:

11.1.1 The *Contractor* shall, without limiting its obligations or liabilities under this *Contract* or otherwise, and at its own expense, provide and maintain for the duration of the *Contract Time* and the applicable warranty period, insurance policies in the following forms and amounts:

- (a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;
- (b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the *Contractor* in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the *Contractor* or its agents or employees for the performance of the *Work*, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.
- (d) **builders risk and wrap up** liability for the value of the project for 24 months completed operations. The *Contractor* is responsible to pay for the premiums and deductible amounts to cover all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.

11.1.2 All liability insurance policies required under this *Contract* must:

- (a) name the *Owner* as an additional insured;
- (b) be primary and not require the sharing of any loss by the *Owner* or any insurer of the *Owner*;
- (c) include cross liability and severability of interests clauses such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured;
- (d) include, but not be limited to: premises and operators liability, broad form products and completed operations, *Owner's* and *Contractor's* protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-

owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;

- (e) be endorsed to provide the *Owner* with at least 30 days advanced written notice of cancellation or material change restricting coverage;
- (f) be issued by insurers licensed to conduct business in British Columbia.

11.1.3 In the event the insurance requirements specified in the City of Coquitlam Insurance Certificate Form—Construction, attached to the *Contract* differs from the requirements in paragraph 11.1.1 above, then the provisions of the City of Coquitlam Insurance Certificate Form shall prevail.

11.1.4 The *Contractor* shall provide the *Owner* with evidence of the required insurance prior to commencement of the *Work* and as requested by the *Owner* from time to time.

114. Part 11 is amended by adding the following new GC 11.2:

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the Province of British Columbia and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

GC 12.3 WARRANTY

72. Paragraph 12.3.3 is deleted and replaced with the following:

The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one-year warranty period, which *Notice in Writing* may specify the time within which the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

73. Paragraph 12.3.4 is amended by adding the following at the end of the paragraph:

The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under paragraph 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected

materials that may be disturbed, and which shall be required in the complete restoration of the original finish.

74. Paragraph 12.3 is amended by adding the following new paragraph after paragraph 12.3.6:

12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

PART 13 – INDEMNIFICATION AND WAIVER

G.C. 13.1 INDEMNIFICATION

75. GC 13.1 is deleted in its entirety and replaced with the following:

13.1.1 The *Contractor* will indemnify and save harmless the *Owner*, its employees and agents, including the *Consultants*, from and against any and all losses, claims, damages, action, causes of action cost and expenses that the *Owner* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the *Contractor* pursuant to this *Contract*, excepting always liability arising out of the independent negligent acts of the *Owner*.

13.1.2 At the *Owner's* option, the *Contractor* shall, at its own expense, promptly assume the defense of any claim, suit or any other proceeding and promptly pay any and all costs that may be incurred by or against the *Owner*. The *Owner* may, as a condition precedent to any payment hereunder, require the *Contractor* to submit waivers or releases extinguishing all claims of any person, firm or corporation.

13.1.3 If any encumbrance is placed upon or obtained against the property comprising the site of the *Work*, or as a result of any such suit or proceeding, the *Contractor* shall forthwith cause the same to be discharged. In the event that the *Contractor* fails to remove any such encumbrance, the *Owner* may pay whatever monies are necessary to fully discharge these encumbrances and all of its cost in that regard may be deducted from monies otherwise payable to the *Contractor*.

GC 13.2 WAIVER OF CLAIMS

76. Paragraphs 13.2.1.3, 13.2.3, 13.2.4 and 13.2.5 are deleted in their entirety.

ADD THE FOLLOWING:

77. Stipulated Price Contract CCDC 2 – 2020 is further amended by adding the following new sections after Part 13:

PART 14 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

14.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

14.1.1 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* (B.C.) and may be disclosed pursuant to that Act or otherwise required by law.

PART 15 CONFIDENTIALITY

15.1 CONFIDENTIALITY

- 15.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, GC 14.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.
- 15.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.
- 15.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

PART 16 SEVERABILITY

16.1 SEVERABILITY

- 16.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:
- (a) separate and severable from this *Contract*; and
 - (b) ineffective to the extent of such illegality, invalidity, voidance, prohibition or unenforceability without affecting any of the remaining provisions of this *Contract*, which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.

PART 17 DEFICIENCIES AND INCOMPLETE WORK

- 17.1 For all purposes of the *Contract*, the *Work* and any portion of the *Work* will not be considered to have been completed, and deficiencies and defects will not be considered to be corrected, until the following have occurred:
- .1 the *Contractor* has reported in writing (by way of an application for payment, or otherwise):
 - (1) that the *Work* or the said portion thereof has been completed and the deficiencies and defects have been corrected, as the case may be; and
 - (2) if required by the *Contract*, applicable inspections, approvals, letters of assurance, manufacturer's certifications, and warranties, permits, testing and commissioning have been obtained and carried out, relative thereto, and the *Contractor* has provided to the *Consultant* such evidence thereof.
 - .2 the requirements of the *Contract Documents* have been complied with, relative thereto;
 - .3 the *Consultant* has been afforded a reasonable opportunity, after the matters under this GC 14 have been satisfied to inspect the completed work.

PART 18 THE BUILDERS LIEN ACT

18.1 The *Consultant* shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to the *Contractor* under the *Contract*.

18.3 Any certification by the *Contractor* in respect of amounts due to any *Subcontractor* as defined under the *Builders Lien Act*, and any release of holdback monies by *Owner* in respect of amounts due to any such *Subcontractor* in connection with such certification by the *Contractor* shall not be taken as acceptance or approval by the *Owner* of any of the *Work* of such *Subcontractor*.

END OF APPENDIX B