

SUPPLEMENTARY GENERAL CONDITIONS – CCDC 2-2020

1 GENERAL

1.1 This specification section consists of supplementary conditions that modify:

- .1 the Agreement, Definitions and/or General Conditions of CCDC 2-2020 *Stipulated Price Contract*;
- .2 CCDC 40 *Rules for the Mediation and Arbitration of Construction Disputes*; and/or
- .3 CCDC 41 *CCDC Insurance Requirements*.

2 AGREEMENT – NEW ARTICLE A-9

2.1 Add article A-9:

ARTICLE A-9 Electronic Signatures and Counterparts

“9.1 This Agreement and any Change Orders, Change Directives or other instruments related to this Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute the same instrument. The execution of this Agreement and any Change Orders, Change Directives or other instruments related to this Agreement may be executed and communicated by way of facsimile, email or other form of electronic transmission (including PDF), and receipt of such transmission by any party shall be deemed to be good, sufficient and fully effectual as if an executed original hardcopy had been delivered to such party.

3 DEFINITIONS

3.1 Revise Item 19. Subcontractor by changing the item title to Sub-Contractor and Sub-Sub-Contractor and add a new sentence;

‘A Sub-Sub-Contractor is a person or entity having a direct contract with a Sub-Contractor to perform a part or parts of the Work at the Place of the Work’

3.2 Revise Item 22. Supplier by inserting after the word ‘Contractor’ the words ‘ Sub-Contractor or Sub-Sub-Contractor ’

4 CONTRACT DOCUMENTS (GC 1.1)

4.1 Delete paragraph GC 1.1.3 and replace with the following:

- 1.1.3 The Contractor shall review the *Contract Documents* to:
- .1 facilitate co-ordination and execution of the *Work* by the *Contractor*,
 - .2 confirm that any discrepancies, ambiguities, or omissions in the *Contract Documents* found by *Contractor* during the bid period and for which Consultant was notified at that time have been resolved in the *Contract Documents*, and
 - .3 confirm they are consistent with existing conditions of the *Place of the Work* based on *Contractors* thorough examination of those existing conditions at the time of the bid.

4.2 Add clause GC 1.1.5.6 as follows:

- 1.1.7.5 Where conflict occurs between *Specifications* or *Drawings* with requirements of codes applicable to the *Work*, the maximum condition shall govern and the Tender or Bid Price shall be based on whichever indicates the greater cost. The Contractor shall obtain clarification of the conflict prior to the commencement of the *Work*.

4.3 Add clause GC 1.1.5.7 as follows:

1.1.7.6 In case of conflict between the General Conditions and the Supplementary Conditions, the General Conditions shall be amended but only to the extent necessary to make the provisions of the Supplementary Conditions effective.

5 LAW OF THE CONTRACT (GC 1.2)

5.1 Delete paragraph GC 1.2.1 and replace with the following:

1.2.1 The law of the *Place of the Work* shall govern the *Work* and the interpretation of the *Contract*.

6 ROLE OF THE CONSULTANT (GC 2.2)

6.1 Delete paragraph GC 2.2.7 and replace with the following:

2.2.7 The *Consultant* will be, in the first instance the interpreter of the requirements of the *Contract Documents*.

6.2 Add the following paragraph to GC 2.2:

2.2.19 The *Consultant* shall not be required to decide on questions arising under agreements or contracts between the Contractor, their *Sub-Contractor's*, their *Sub-Sub-Contractor's*, and *Supplier's*.

7 REVIEW AND INSPECTION OF THE WORK (GC 2.3)

7.1 Add the following paragraph to GC 2.3:

2.3.8 The Contractor shall notify the *Consultant* of locations where installation of fixtures, fittings and equipment would interfere with interior treatment and use of building. In such cases, supplemental *Drawings* or instructions exactly locating these items will be issued. If the *Contractor* believes that any such instructions, by *Drawings* or otherwise, involve extra cost under the *Contract*, the *Contractor* shall give the *Consultant* prior written notice and obtain the *Owner's* prior written approval in the form of a *Change Order* or *Change Directive*, before proceeding to carry out the *Work*.

8 DEFECTIVE WORK (GC 2.4)

8.1 Delete paragraph GC 2.4.3 and replace with the following:

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective *Work* or *Work* not performed as provided in the *Contract Documents*, a *Change Order* will be issued to deduct from the amount otherwise due to the *Contractor*, the difference in value between the *Work* as performed and that called for by the *Contract Documents*.

9 SUPERVISION (GC 3.5)

9.1 Delete paragraph GC 3.5.1 and replace with the following:

3.5.1 The *Contractor* and each major *Sub-Contractor* shall provide supervision of the *Work* and appoint competent representatives and appropriate assistants who shall be in attendance at the *Place of the Work* while *Work* is being performed. The representatives and assistants shall not be changed

without approval from the *Owner*, and upon submission of valid reasons such approval shall not be unreasonably withheld.

9.2 Delete paragraph GC 3.5.2 and replace with the following:

3.5.2 The *Contractor's* representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING. The *Contractor's* representative shall be responsible for prompt transmission of information and instruction received from the *Consultant* and they shall be promptly transmitted to *Sub-Contractors*, *Sub-Sub-Contractors* and *Suppliers* involved.

9.3 Add paragraph GC 3.5.3 as follows:

3.5.3 Where *Contractor's* representative, or the representative of any major *Sub-Contractor*, is determined by *Owner*, acting reasonably, as not possessing the necessary competency through demonstration of lack of appropriate knowledge or experience in understanding the *Contract Documents* or scope of the *Work*, *Owner* may direct *Contractor*, or major *Sub-Contractor*, to replace their representative with a person of appropriate level of knowledge and experience who shall be approved by *Owner*, acting reasonably.

10 LABOUR AND PRODUCTS (GC 3.7)

10.1 Delete paragraph GC 3.7.1 and replace with the following:

3.7.1 The *Contractor* shall maintain good order and discipline among the personnel engaged on the *Work* by *Contractor* or *Sub-Contractor* of any tier and shall not allow the employment of anyone not skilled in the tasks assigned.

11 SHOP DRAWINGS (GC 3.8)

11.1 Add the following to the end of the first sentence in paragraph GC 3.8.5:

..... and provide written explanation for the deviation, with proposed *Contract Price* adjustment.

12 CASH ALLOWANCES (GC 4.1)

12.1 Delete paragraph GC 4.1.2 and replace as follows:

4.1.2 The *Contract Price*, and not the cash allowance, includes the *Contractor's*, *Sub-Contractor's* and any other *Sub-Sub-Contractor* of any tier, overhead and profit in connection with such cash allowances.

13 FINANCING INFORMATION REQUIRED OF THE OWNER (GC 5.1)

13.1 Delete Article GC 5.1 and subsequent references to this Article in their entirety.

14 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK (GC 5.4)

14.1 Add new paragraph GC 5.4.7 as follows:

5.5.6 In addition to any rights the *Owner* has pursuant to any *Payment Legislation* applicable at the *Place of the Work*, if a lien is registered or an action commenced against the *Owner*, the *Owner* may withhold from any money otherwise due to the *Contractor*, the full amount claimed in the

lien action plus an additional sum sufficient to satisfy all of the *Owner's* expenses relating to such lien actions, including legal costs. These funds held back shall be released to the *Contractor* upon the full discharge of all liens and dismissal of all actions against the *Owner*.

15 LAWS, NOTICES, PERMITS AND FEES (GC 10.2)

15.1 Delete paragraph GC 10.2.2 and replace with the following:

10.2.2 The *Owner* shall:

- .1 obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*; and
- .2 if required, submit the *Drawings and Specifications*, complete with the necessary forms, to obtain approval from the regulatory authority concerning discharge of emissions to the atmosphere and/or waterways and will pay all costs in connection to such approvals.

15.2 Add the following at the end of paragraph GC 10.2.3:

Applications for permits requiring *Owner's* signature shall be submitted before *Work* is commenced.

16 READY-FOR-TAKEOVER (GC 12.1)

16.1 Add sentence 12.1.1.9 to 12.1.1.11 to GC 12.1.1 as follows:

- .9 all commissioning activities except for those activities that are identified or otherwise agreed by the *Owner* to be deferred commission activities which may be completed after *Ready-for-Takeover of the Work*;
- .10 integrated systems testing of fire protection and life safety systems;
- .11 provide all warranties in accordance with GC-12.3 – WARRANTY.

16.2 Delete paragraph GC 12.1.5 and replace with the following:

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor* and *Owner* shall agree on a date for the *Contractor* to finish the *Work*.

END OF SECTION