

Appendix 3 – Special Provisions

The Standard Construction Document CCDC 2-2020 Stipulated Price Contract (Appendix 1), English version, consisting of the Agreement between *Owner* and *Contractor*, Definitions, and General Conditions of the CCDC 2 - 2020 Stipulated Price Contract, Parts 1 to 13 inclusive, Supplementary Conditions to CCDC 2-2020 Stipulated Price Contract (Appendix 2), governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

DEFINITIONS

Amend the definition of *Work* by adding to the end the following:

The *Work* includes coordinating the termination of services installed as part of the *Work* as well as the connection of these services with other services installed as part of the *Other Work* under separate contracts which comprise the *Project*. For the sake of clarity, the *Work* does not include the *Other Work*.

Add the following definitions:

Construction Act

Construction Act means the *Construction Act*, R.S.O. 1990, c. C.30, as amended.

Early Completion Incentive

Early Completion Incentive has the meaning set out in paragraph 14.8.1 of GC 14.8 – EARLY COMPLETION.

Other Work

Other Work means the total construction and related services performed by *Other Contractors* respecting the *Project*, but does not include the *Work*.

Phase

Phase or *Phases* means the temporal construction stages in which the *Contractor* and *Other Contractors* may be performing *Work* and *Other Work* under overlapping timelines within their own respective *Designated Separate Work Zone*.

Preparation Period

Preparation Period has the meaning set out in paragraph 14.14.5 of GC 14.14 – THE CONTRACTOR'S DESIGNATED SEPARATE WORK ZONE.

RTRC Site

RTRC Site has the meaning set out in paragraph 14.9.1 of GC 14.7 – OFF-SITE STORAGE.

GC 2.3 – REVIEW AND INSPECTION OF WORK

PART 11 INSURANCE

Revise the heading to the following:

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 – INSURANCE

Delete section GC 11.1 and CCDC 41 – Publication Date: Dec 14, 2020 in their entirety and substitute new section 11.1 as follows:

11.1 Prior to the commencement of the Contract, and for the entire duration thereof, the *Contractor* shall, at its own expense, obtain and maintain insurance coverage as follows:

- .1 General liability insurance shall be with limits of not less than (Five Million) \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

The policy shall be in the name of the *Contractor* and endorsed to name the *Owner* and the *Consultant* as additional insureds but only with respect to liability arising out of the operations of the *Contractor*. General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover, as set out in the certificate of Ready-for-Takeover, on an ongoing basis for a period of 6 years following Ready-for-Takeover.

Coverage shall include but not be limited to, bodily injury including, death, personal injury, broad form property damage and damage to property including loss of use thereof, contractual liability, owners and contractors' protective liability, products and completed operations liability, contingent employers' liability, and contain a cross liability and severability of interest clause.

If applicable to the Work, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work, and work below ground surface including tunnelling and grading and include demolition of buildings or removal of property.

- .2 Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than (Five Million) \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

- .3 "Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the *Owner* for incorporation into the Work, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

The "broad form" property insurance shall be in the joint names of the *Contractor* and the *Owner*.

The "broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of:

- (1) 10 calendar days after the date of Ready-for-Takeover;
 - (2) on the commencement of use or occupancy of any part or section of the Work unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square meters in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the Work; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .4 If applicable to the Work, boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
- .5 The “broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the *Contractor* shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the Contract, the amount which the *Owner's* interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds in accordance with the progress payment provisions. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the Work; and
 - (3) to the Work arising from the work of the *Owner*, the *Owner's* own forces or other contractors, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or other contractors, pay the *Contractor* the cost of restoring the Work as the restoration of the Work proceeds and as in accordance with the progress payment provisions.
- .6 Contractors' equipment insurance coverage written on an “all risks” basis covering all construction equipment, machinery, tools and stock used by the *Contractor* for the performance of the Work, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Coverage shall include costs to clean up and restore property damaged by sudden and accidental escape of pollutants. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self- insurance, the *Owner* may agree to waive the equipment insurance requirement. The policy shall be in place from the date of commencement of the Work until one year after the date of Ready-for-Takeover.
- .7 Contractors' Pollution liability insurance subject to limits of not less than (Two Million) \$2,000,000 per claim and shall include coverage for but not limited to, bodily injury including

death, property damage including remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force from the date of commencement of the Work until two years from the date of Substantial Performance of the Work. The *Owner* shall be added as an additional insured to the policy but only with respect to liability arising out of the operations of the *Contractor*.

- .8 Where applicable, the *Contractor* shall:
- (1) The *Contractor* shall be entirely responsible for the cost of any deductible maintained in any insurance policy.
 - (2) If the *Contractor* fails to provide or maintain insurance as required by the Contract Documents, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
 - (3) All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.
 - (4) The *Contractor* shall not commence work under the Contract until evidence of insurance, preferably on the *Owner's* Certificate of Insurance form has been completed and filed with, and approved by the *Owner*;
 - (5) The policies shown above shall be endorsed to provide the *Owner* with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the *Contractor*, cannot endorse their policies to provide the *Owner* with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the *Contractor* and becomes the *Contractor's* strict obligation to deliver to the *Owner* by registered mail with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage;
 - (6) The *Contractor* shall provide evidence of the continuance of this insurance at each policy renewal date or notice if the policies have been amended or extended, all or any part of the insurance, for the duration of the Contract.
 - (7) If required by the *Owner*, the *Contractor* shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work;
 - (8) If any loss occurs involving damage to property in an amount greater than \$25,000.00, bodily injury to any person, or damage to any existing structure, the *Contractor* shall, in addition to the other requirements set out herein, immediately provide a detailed written report to the *Owner*.
 - (9) The *Owner* reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the *Owner* may reasonably require; and
 - (10) All policies shall apply as primary and not as excess of any insurance available to the *Owner*.

Add new GC 11.2 as follows:

GC 11.2 – CONTRACT SECURITY

11.2.1 Upon execution of the *Contract*, the *Contractor* shall provide to the *Owner*:

- .9 a performance bond in the amount as stated in the Pre-Condition of Award section of the RFP issued by the *Owner*;
- .10 a labour and material payment bond in the amount as stated in the Pre-Condition of Award section of the RFP issued by the *Owner*.

GC 12.3 – WARRANTY

Add new paragraph 12.3.13 as follows:

12.3.13 The *Owner* will maintain a 3% warranty holdback from the total amount of *Work* completed to date on each certificate for payment until all warranty work deficiencies have been completed. Once all warranty work has been completed to the satisfaction of the *Owner*, the 3% warranty holdback amount will be released to the *Contractor* with the final certificate for payment as approved by the *Consultant*. Should the deficiencies not be rectified as required by paragraph 12.3.7, the *Owner* may retain from this warranty holdback its costs to complete the necessary repairs or replacements.

GC 14.4 – RECORDS, DAILY REPORTS, AND DAILY LOGS

Add new GC 14.4.2 as follows:

14.4.2 The *Contractor* shall prepare and maintain a daily site log or diary, which shall include the following:

- .1 daily weather conditions and temperatures at the *Place of the Work*;
- .2 the number of workers of the *Contractor*, *Subcontractors*, *Suppliers*, and any other forces at the *Place of the Work*;
- .3 the *Construction Equipment* at the *Place of the Work*;
- .4 the descriptions and quantities of *Products* delivered and utilized; and
- .5 the general nature of *Project* activities and the *Work*.

Such log or diary shall also record any extraordinary or emergency events which may occur and also the identities of any persons who visit the *Place of the Work* who are not part of the day-to-day workforce. The *Contractor* shall also take or arrange for the taking of photographs at the *Place of the Work* to record the progress of the *Work*.

Add new GC 14.8 as follows:

GC 14.8 – LIMITED SITE ACCESS

14.8.1 The *Contractor's* attention is particularly directed to the limited access within the *Place of the Work*.

14.8.2 The *Contractor* shall make its own assessment of available driveways and the types of delivery vehicles which can negotiate the available turning radii and width without damage to trees, landscape, or other sensitive features.

14.8.3 The *Contractor* may propose alternative access routes. Such proposals shall be submitted to the *Consultant* for review by the consultant and *Other Contractors*.

14.8.4 The *Contractor* shall be responsible to pay for and coordinate all engineering, design, documentation, and approvals which may be required for access routes. The *Owner* may approve or reject alternative access routes at its sole discretion.