

Supplementary General Conditions to CCDC 2, 1994

1. SUPPLEMENTARY GENERAL CONDITIONS TO CCDC 2, 1994

1.1. ELEMENTARY/SECONDARY

1.1.1. *The Canadian Standard Construction Document CCDC-2 1994 for Stipulated Price Contract* consisting of the agreement between Contractor and Board and the General Conditions Part 1, GC1 to Part 12, GC12 inclusive and the Supplementary General Conditions, without amendments by the General Contractor, are a part of the Contract Documents that are to be used as the contractual basis between the Board and the Contractor.

1.1.2. The following shall be read in conjunction with the General Conditions of the Contract contained in the Canadian Standard Construction Document CCDC-2 1994.

1.2. ARTICLE A – 5 PAYMENT

1.2.1. Paragraph 5.1: insert 'ten percent (10%)'

1.2.2. Paragraph 5.1: add '..., and a RESERVE FUND of one percent (1%), the *Board* shall...'

1.2.3. Paragraph 5.3.1: insert 'two percent (2%)'

1.3. ARTICLE A – 7 LANGUAGE OF THE CONTRACT

1.3.1. Paragraph 7.1: Complete the statement by striking out 'French'.

1.4. DEFINITIONS

1.4.1. Clarify Item 4.01 as follows:

1.4.1.1. The 'definitions' shall be as identified in Canadian Standard Construction Document, CCDC 2, 1994.

1.4.2. Add to Item 3 of paragraph 4.02:

1.4.2.1. The Owner is the ***Dufferin-Peel Catholic District School Board*** and is referred to as "The Board" throughout this document.

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- 1.4.3. Under Definition 7, "Consultant" note that wherever the word "Consultant" appears in the Contract Documents it shall refer to Consultant of Record – preparing these Contract Documents.
- 1.4.4. Under Definition 16, "Supplemental Instruction", note that Supplemental Instructions may also be called "Jobsite Instructions" and shall be issued as such by the Consultant.
- 1.4.5. Under Definition 18, "Change Directive", note that Change Directives may also be called "Work Authorizations" and shall be issued as such by the Consultant.
- 1.4.6. Add these following definitions to Item 21:
- 1.4.6.1. Wherever the words 'approved', 'satisfactory', 'directed', 'selected', 'permitted', 'inspected', 'instructed', 'required', 'submit', are used in Contract Documents, it shall be agreed that unless the context otherwise provides, the words shall mean 'approved by the Consultant', 'directed by the Consultant', 'selected by the Consultant', 'permitted by the Consultant', 'inspected by the Consultant', 'instructed by the Consultant', 'required by the Consultant', 'submit to the Consultant'.
- 1.4.7. In Item 22, "Supply" means completion of the following activities:
- 1.4.7.1. Fabricate or purchase Product
- 1.4.7.2. Deliver Product to the place of the Work
- 1.4.7.3. Unload Product
- 1.4.7.4. Store Product according to the manufacturer's instructions
- 1.4.8. In item 23 "Install" means the completion of the following activities:
- 1.4.8.1. Remove Product from storage and locate for placement.
- 1.4.8.2. Position and adjust Product for final placement.
- 1.4.8.3. Affix and anchor Product in final placement, in accordance with the manufacturer's instructions.
- 1.4.8.4. "As Built Documents" refers to reproductions of the original drawings and specifications that have been marked up to accurately show all changes from the original documents. "Record Documents" refer to a complete set of documents which have been amended to incorporate all changes to the Work, as marked up on the as-built documents. Record Documents are to be submitted in a reproducible format.

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1.5. GC 1.1 CONTRACT DOCUMENTS

1.5.1. Add new paragraph 1.1.9.5 as follows:

1.5.1.1. And, in general, where discrepancies occur among various parts of the drawing or specifications, the Contractor shall provide the greatest amount of labour and/or materials to which it may refer.

1.5.2. Delete item 1.1.10 and substitute the following:

1.5.2.1. The Board will furnish free of charge the following prints of drawings and specifications to the contractor:-

1.5.2.1.1. Contract Drawings - **up to 20 sets**

1.5.2.1.2. Detail drawings - up to 10 prints of each drawing

1.5.2.1.3. Specifications - up to 10 sets

1.5.3. These prints and specifications will be in addition to the signed triplicates of the contract documents, sets required to obtain permits or licenses required for the execution of the Work and sets for record drawings. All other copies of drawings and specifications as required may be purchased from the Consultant at the cost of printing and delivery, plus 10%.

1.5.4. Add the following to Item 1.1.13:

1.5.4.1. By-laws, codes or standards quoted shall be the latest edition, including revisions or amendments prior to date of bid submission.

1.6. GC 1.5 REPRESENTATIVES

1.6.1. Add the following General Condition as Item 1.5.1:

1.6.1.1. Each party shall designate in writing an agent or employee who has authority to bind their principal in all matters relevant to the subject contract including amendments thereto.

1.7. GC 2.2 ROLE OF THE CONSULTANT

1.7.1. Add the following additional clause and new sentences to 2.2.9:

1.7.1.1. And if it is agreed that no change to the Contract Price is involved, the Contractor shall proceed to make the required change. If, in the opinion of the Contractor, a Supplemental Instruction involves an adjustment in the Contract Price or Contract Time, the Contractor shall, within 7 days of receipt of a Supplemental Instruction, advise the Consultant in writing accordingly. Failure to provide written

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notification within the time stipulated shall imply acceptance of the Supplemental Instruction by the Contractor.

1.7.2. Under 2.2.11, add new sentence as follows:

1.7.2.1. If it is the Contractor's opinion that a Supplemental Instruction, Change Order or Change Directive, as issued by the Consultant, will delay the project, the Contractor shall, within three (3) days after receipt of such Supplemental Instruction or Change Form, notify the Consultant in writing accordingly.

1.8. GC 2.3 REVIEW AND INSPECTION OF THE WORK

1.8.1. Add the following to item 2.3.2:

1.8.1.1. In addition to the timely notice given to the Consultant of the Contractor's request for inspection, the Contractor shall notify the Board of said inspections and the Board shall have access for purposes of witnessing the testing and to the results thereof.

1.9. GC 3.1 CONTROL OF THE WORK

1.9.1. Add the following paragraphs as Items 3.1.3 and 3.1.4:

1.9.1.1. The parties acknowledge that the responsibility for completion of the Work is set forth in GC 3.1 CONTROL OF THE WORK. Notwithstanding those provisions, however, the Board's Representative shall have access to the site at all times to monitor all aspects of production. The Board's representatives shall not provide direction to the Contractor directly, but all commentaries will to be provided through the Consultant and shall in no circumstances encroach on the rights and obligations of the Contractor to carry out his responsibilities.

1.9.1.2. The Contractor shall notify the Consultant of locations where installation of fixture, fittings, and equipment would interfere with the interior treatment and use of the building. In such cases, detail drawings or instructions, exactly locating these items will be issued by the Consultant. If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under the Contract, the General Contractor should give the Consultant written notice and obtain an approved Change Order before proceeding.

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1.10. GC 3.2 CONSTRUCTION BY THE BOARD OR OTHER CONTRACTORS

1.10.1. Change paragraph 3.2.2.2 to read:

1.10.1.1. Assume responsibility for compliance with Health and Safety Legislation at the Place of the Work as it applies to such Work.

1.11. GC 3.4 DOCUMENT REVIEW

1.11.1. Change paragraph 3.4.1 as follows:

1.11.1.1. Delete the words "and in making such review, the Contractor does not assume any responsibility to the Board or Consultant for the accuracy of the review" in the second sentence, and **delete** the third sentence which reads "The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents which the Contractor did not discover".

1.12. GC 3.5 CONSTRUCTION SCHEDULE

1.12.1. Add the following as Item 3.5.4:

1.12.1.1. The Construction Schedule shall be sufficiently detailed to enable the Board and Consultant to monitor the progress of the Work on a weekly basis. The Contractor shall attend all job site meetings and any meetings of the Board of the Board when reasonably called upon to do so, in order to discuss the construction progress and schedule.

1.13. GC 3.6 CONSTRUCTION SAFETY

1.13.1. Add new paragraph 3.6.2 as follows:

1.13.1.1. The Contractor must sign the *Supplementary Conditions for GC 3.6.1 of the CCDC 2 Contract Document* and submit the document, along with the **Supplementary Information Form** on the day following the close of General Tenders to the offices of the Prime Consultant on or before the time established by the Prime Consultant.

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1.14. GC 3.7 SUPERVISOR

1.14.1. Add the following as Item 3.7.3:

1.14.1.1. Complete qualifications of the Superintendent shall be submitted to the Consultant for approval, including references to past projects and project participants. The Consultant reserves the right to review the record of experience and credentials of the supervisory staff. This same Superintendent must remain on the project from the start of Work, through the lien period, and **must remain on site until all deficiencies are completed and accepted**, unless otherwise approved by the Consultant and Board's Representative.

1.15. GC 3.8 SUB-CONTRACTORS AND SUPPLIERS

1.15.1. Revise 3.8.2 as follows:

1.15.1.1. The Contractor shall not change accepted Sub-Contractors without written permission of the Consultant.

1.16. GC 3.9 LABOUR AND PRODUCTS

1.16.1. Add the following to 3.9.3:

1.16.1.1. The Contractor shall not employ any persons on the Work whose labour affiliation (or lack thereof) is incompatible with other labour employed in connection with this Project.

1.16.1.2. The Contractor shall maintain good order and discipline among Workers engaged on the Work and shall not employ or permit to be employed anyone not skilled in the tasks assigned.

1.16.2. Add the following paragraphs to Item 3.9.4 as follows:

1.16.2.1. Products that are specified by their proprietary names or by part or catalogue number shall form the basis for the specifications and tenders. No substitutes for these may be used without the Consultant's approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the Consultant. In applying for permission to use substitutes, the Contractor shall prove to the Consultant's satisfaction that the substitute is equal to the specified product, and is compatible in every respect with the configuration and design of the Project, not requiring any change thereto to accommodate the substitution. Each application shall be accompanied by a list of properties of the

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specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.

1.16.2.2. When requesting substitution approval, the Contractor shall include in his submission any effect that these may have on the Contract Price, and be prepared to reimburse the Board for all costs that may become evident later as a result of the substitution.

1.16.3. Add Item 3.9.5 as follows:

1.16.3.1. The Contractor shall use all products in strict accordance with the manufacturers' directions except where specified otherwise. Whenever specific reference to manufacturers' directions or instructions is made in specifications, submit copies of said instructions or directions or both for approval before commencing to use such Products. Whenever more than one Product is specified for one use, the Contractor may select for this use any of the Products so specified unless the specifications or the drawings indicate otherwise.

1.16.4. Add Item 3.9.6 as follows:

1.16.4.1. Materials, appliances, equipment and other Product are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, Supplier or dealer is sometimes given to assist the Contractor to find a source Supplier. This shall not relieve the Contractor from his responsibility from finding his own source of supply even if the source named no longer supplies the Product specified. If the Contractor is unable to obtain the specified Product, he shall supply a substitute Product equal to or better than the specified Product, as approved by the Consultant, with no extra compensation. Should the Contractor be unable to obtain a substitute Product equal to or superior to the specified Product and the Board accepts an inferior Product, the Contract Price shall be adjusted accordingly, as approved by the Consultant.

1.16.5. Add Item 3.9.7 as follows:

1.16.5.1. Preference will be given to the use of materials and equipment manufactured in Canada, if the cost is not more than 10% above that of comparable materials and equipment from other sources.

1.16.6. Add Item 3.9.8 as follows:

1.16.6.1. All Workmanship shall be of the highest quality performed by persons trained and skilled in accordance with best practices for each particular Section of the Work and trade. Provide special Workmanship and performance standards specified.

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1.16.7. Add Item 3.9.9 as follows:

1.16.7.1. The hours of Work, the working conditions and the rates of wages shall be in accordance with the local conditions and requirements and the Contractor shall not pay less than the minimum wages established by customary standards in the locality of the site for the same or a similar class of Work. The Contractor shall provide information necessary to confirm compliance with these requirements to the Board on request.

1.16.8. Add Item 3.9.10 as follows:

1.16.8.1. The Foreman of each trade engaged on the Work must be able to speak and understand the English language well enough to comprehend and carry out all instructions issued and to Work in complete co-ordination with other trades.

1.16.9. Add Item 3.9.11 as follows:

1.16.9.1. Where materials or Workmanship are specified to comply with a standard such as a Building Code, Canadian Standards Association, Canadian General Standards Board or American Society for Testing and Materials, it shall mean the latest revised edition of the standard.

1.17. GC 3.11 SHOP DRAWINGS

1.17.1. Add the following to Item 3.11.2:

1.17.1.1. Submit one sepia print plus one white print, for shop drawings which must be checked by the consulting engineers, submit one sepia print plus two white prints.

1.17.1.2. The Contractor is completely responsible for submission and distribution of all shop drawings. If time is of the essence in processing of same, he shall arrange and pay for Courier Service for all pickups and delivery that may be involved to and from the Consultants office, or make other appropriate arrangements. The Contractor shall review and stamp all drawings before submission to the Consultant.

1.17.1.3. The Consultant will retain the copy of the reviewed white print and return the sepia to the Contractor. This copy will be considered as the official approved shop drawing for record purposes. The Contractor shall provide the required number of prints of the sepia for construction purposes.

1.17.1.4. Shop drawings returned marked "Reviewed" are released for construction. Those marked "Reviewed as Modified" are released

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for construction purposes, provided that corrections are made. Drawings marked "Revise and Resubmit" are not released for construction and must be corrected and resubmitted.

1.17.2. Add the following to Item 3.11.4:

1.17.2.1. The Consultant will review and return shop drawings in accordance with a Shop Drawing Schedule prepared by the Contractor and agreed upon at the commencement of the Work. The Contractor shall allow the Consultant a minimum 10 Working days to review shop drawings from the date of receipt, to the date of postage with a courier. The Contractor shall periodically re-submit the Shop Drawing Schedule to correspond to changes in the construction schedule. If re-submission of shop drawings is required a further 10-day period is required for the Consultant's review.

1.17.3. Add Item 3.11.7 as follows:

1.17.3.1. The Consultant's review of shop drawings does not relieve the Contractor of the responsibility to review all information pertaining to:

- 1.17.3.1.1. Detail design and Dimensions
- 1.17.3.1.2. Fabrication processes
- 1.17.3.1.3. Techniques of construction and installation
- 1.17.3.1.4. Coordination of the Work of Sub-Contractors

1.17.4. Add Item 3.11.8 as follows:

1.17.4.1. Only shop drawings indicated as "Reviewed" or "Reviewed as noted" and bearing the consultant's review date and initials, shall be used at the Place of Work.

1.17.5. Add Item 3.11.9 as follows:

1.17.5.1. Reviewed shop drawings shall not authorize changes in cost to the Board nor shall they authorize changes to the construction schedule.

1.17.6. Add Item 3.11.10 as follows:

1.17.6.1. The Contractor shall submit shop drawings in accordance with the shop drawing procedures specified in the CCDC documents, as amended.

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1.18. GC 3.13 CUTTING AND REMEDIAL WORK

- 1.18.1. Under Item 3.13.1, delete the present text and substitute the following:
 - 1.18.1.1. The Contractor shall be responsible for co-ordinating all cutting and remedial Work that may be required to make the several parts of the Work come together properly.
 - 1.18.1.2. The trade(s) responsible for ill-timed Work shall also be responsible for the cost of any resulting cutting or remedial Work.

1.19. GC 3.14 CLEANUP AND FINAL CLEANING OF THE WORK

- 1.19.1. Change paragraph 3.14.1 as follows:
 - 1.19.1.1. Add the words "snow and ice and" after the word "of" to read:"... free from the accumulation of snow and ice and waste products and ..."
- 1.19.2. Change paragraph 3.14.2 as follows:
 - 1.19.2.1. In the first line, after the word "remove", add the words "snow and ice and..."

1.20. GC 3.15 BOARD OCCUPANCY

- 1.20.1. Add the following General Condition to Item 3.15.1:
 - 1.20.1.1. The Board, Consultant and all Authorities Having Jurisdiction shall have access to the Work at all times, whether it is on or off the site.
- 1.20.2. Add the following General Condition to Item 3.15.2:
 - 1.20.2.1. The Board and other Contractors shall have the right to enter, use and occupy the Work site, in whole or in part, and place fittings and equipment before completion of the contract. The Contractor and his Sub-Contractors shall observe the right of other Contractors or persons authorized by the Board or Consultant to use the Work site.
- 1.20.3. Add the following General Condition to Item 3.15.3:
 - 1.20.3.1. The Contractor shall provide free and safe access to the building should the Board require occupation prior to completion of the contract. The contractor shall not be entitled to indemnity for any interference with his operations and any Work still to be performed by the Contractor shall be performed at times other than when the building is occupied. Costs of Board's staff to be present during

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Work being carried out by the General Contractor or any of the General Contractor's Sub-Contractors on weekends and, after hours once the building is occupied, shall be paid by the Contractor.

1.20.4. Add the following General Condition to Item 3.15.4:

1.20.4.1. Such entry or occupation by the Board shall not be considered as acceptance of the Work or in any way relieve the Contractor of his/her responsibility to complete the project on time.

1.21. GC 3.16 PROGRESS OF THE WORK

1.21.1. Add the following General Condition to Item 3.16.1:

1.21.1.1. The Tenderer will execute the Work without interruption until completion. This shall include the furnishing of all necessary supplies and equipment to the site for winter operations.

1.21.1.2. Before submitting a Tender, the General Contractor must be certain in his ability, with the advice of the General Contractor's sub-contractors and suppliers, to furnish adequate supplies of all critical materials at such times necessary to ensure immediate commencement of the Work as well as continuous operation. After award of the Contract, the Board will not grant increases to the Contract Amount to obtain critical materials at premium prices, nor will delays or interruptions of the Work be tolerated.

1.22. GC 3.17 MATERIAL SAFETY DATA SHEETS

1.22.1. Add the following General Condition to Item 3.17.1:

1.22.1.1. The Contractor shall comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) and, for each product to be used on the job which is designated as controlled by the legislation, shall provide at the site a Material Safety Data Sheet for inspection by any employee of the Board.

1.22.2. Add the following General Condition to Item 3.17.2:

1.22.2.1. For each product to be used on the project that is designated as controlled by the legislation, the Contractor shall provide at the site a Material Safety Data Sheet for inspection by any employee of the Board.

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1.23. GC 4.1 CASH ALLOWANCE

1.23.1. Revise Item 4.1.2 to read as follows:

1.23.1.1. Cash allowances cover the net cost to the Contractor of services, products, labour, materials, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the Work stipulated under the cash allowances including duties and Provincial Sales Taxes but not including GST.

1.23.2. Add the following to Item 4.1.3:

1.23.2.1. GST applicable to Cash Allowances is included in the total amount payable, set out in Article A-4.3.

1.23.3. Replace Item 4.1.4 with the following:

1.23.3.1. Where costs exceed the total amount of the Cash Allowance, the Contract Price shall be adjusted by Change Order. Overhead and profit charges may only be charged to overruns on the sum total of cash allowances. The maximum mark-up on authorized overrun on cash allowances shall be 5%.

1.23.4. Replace Item 4.1.5 with the following:

1.23.4.1. The unexpended total Cash Allowance amount will be deducted from the Contract Price at the time of issuance of the final certificate for payment.

1.23.5. Add Item 4.1.8 as follows:

1.23.5.1. The Consultant may direct the Contractor, as part of the Work, to tender Work for which payment is made from a Cash Allowance.

1.24. GC 4.2 CONTINGENCY ALLOWANCE

1.24.1. Amend Item 4.2.1 as follows:

1.24.1.1. No contingency allowance is included in the contract.

1.24.2. Delete Items 4.2.2 and 4.2.3

1.25. GC 5.1 FINANCING INFORMATION REQUIRED BY THE BOARD

1.25.1. Delete GC 5.1 in its entirety.

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1.26. GC 5.2 APPLICATION FOR PROGRESS PAYMENT

1.26.1. Revise Item 5.2.2 as follows:

1.26.1.1. Delete the last part of the sentence, beginning with ...”and Products delivered” and substitute the following:

1.26.1.1.1. ...and also of products delivered to the place of Work at that date, provided it is less than two weeks prior to their incorporation into the Work, unless otherwise approved by the Consultant.

1.26.2. Delete Item 5.2.6 and substitute the following:

1.26.2.1. No payment shall be allowed for materials stored on the site, except as specifically identified in GENERAL INSTRUCTIONS.

1.26.3. Add Item 5.2.7 as follows:

1.26.3.1. With the second and all subsequent applications for payment, except the final release of holdback applications, the Contractor shall submit a Statutory Declaration to the effect that all payments due to Sub-Contractors and for wages and salaries for Work done and materials furnished in connection with the job to the end of the month immediately preceding that covered by the current application, have been made. The Statutory Declaration shall be Standard CCDC Form 9B Revised 1982.

1.26.4. Add Item 5.2.8 as follows:

1.26.4.1. Before issue of the final certificate, the General Contractor is to submit evidence in writing to the Consultant, as the Consultant may require, that all payments have been made which have incurred or may incur a lien.

1.26.5. Add Item 5.2.9 as follows:

1.26.5.1. Certificates for Payment shall be submitted on forms provided by the Consultant. Computer generated Applications for Payment will be provided by the Contractor. Submit 4 copies of the Application and Certificate for Payment on or before the 25th of each month covering the Work performed that month.

1.26.6. Add Item 5.2.10 as follows:

1.26.6.1. The Schedule of Values required by 5.2.3 of the General Conditions shall provide for the establishment of a *Reserve Fund* equivalent to the value of 1% of the Work performed, which fund shall be held in an interest-bearing trust account in the name of the Board and paid to the Contractor at the time of final completion of the Work. This

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Reserve Fund shall be in addition to any required *Construction Lien Holdback*. The funds shall be subject to claims by the Board and others as provided for under the terms of the Contract Documents.

1.26.7. Add Item 5.2.11 as follows:

1.26.7.1. The Contractor must provide with each application, a current Certificate of Clearance from the Workplace Safety and Inspection Board.

1.27. GC 5.3 PROGRESS PAYMENT

1.27.1. Delete the present text of Item 5.3.2 and substitute the following:

1.27.1.1. The Board shall within fifteen (15) days of receipt of the Consultant's *Certificate For Payment*, make payment to the Contractor on account in accordance with the provisions of Article A.5 of the Agreement.

1.27.2. Add Item 5.3.3 as follows:

1.27.2.1. In the event of construction lien action affecting the project, the Contractor agrees to indemnify and compensate the Board for any expenses incurred. The Board reserves the right to secure the possible cost of construction liens by retaining from the amount of the next payment certificate a sum equal to the amount of any lien claim plus the usual 25% increased amount for future possible claim expenses, plus the sum of \$5,000.00 to compensate the Board for its legal and Professional Consultant expenses, as may be necessary to protect the Board's interest in having any liens removed from the Board's project. Funds so retained, and not so expended, shall be released to the Contractor upon the full discharge of all liens and dismissal of all actions against the Board.

1.27.3. Add Item 5.3.4 as follows:

1.27.3.1. The requirements of the Construction Lien Act, Revised Statutes of Ontario, 1990 and Regulation 175, R.R.O. 1990, Reg. 175 shall govern this contract.

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1.28. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

1.28.1. Add new paragraph 5.4.5 as follows:

1.28.1.1. Substantial Performance shall not be deemed to have been achieved until the following documents have been delivered to the Consultant and Board:

1.28.1.1.1. All necessary guarantees, instructions for operators, etc. receipts for carpet, floor tile, ceiling tile, fuses, etc. as-built drawings, mechanical and electrical manuals and demonstration of all mechanical and electrical systems.

1.28.2. Note that ALL final material must be submitted at one time. All manuals and guarantees must be in loose-leaf binders labelled on the exterior and containing a lead sheet with the names, addresses and phone numbers of all Contractors, Sub-Contractors and Suppliers.

1.28.3. Add Item 5.4.6 as follows:

1.28.3.1. Once Substantial Performance of the Work has been achieved, no further applications for payment will be considered until the application for final payment.

1.29. GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

1.29.1. Add the following to Item 5.5.1.1:

1.29.1.1. ...including a declaration that no notices of lien have been received.

1.29.2. Add Item 5.5.1.3 as follows:

1.29.2.1. Submit Workplace Safety & Insurance Board Certificate of Clearance.

1.29.3. Add Item 5.5.1.4 as follows:

1.29.3.1. Submit written confirmation from the bonding company that it has been notified of the intent to claim release of holdback money.

1.29.4. Delete Item 5.5.3 in its entirety.

1.29.5. Add new paragraph 5.5.5 as follows:

1.29.5.1. Failure by the Contractor to publish the Substantial Performance Certificate places no onus on the Consultant or Board to do so. If

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that Certificate is not published, the Board shall release the holdback to the Contractor 45 days after the Contract is deemed complete, again having satisfied himself as above.

1.30. GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

1.30.1. Delete Items 5.6.1 and 5.6.2 and substitute the following Item:

1.30.1.1. No progressive release or pre-release of holdback on separate sub-contracts will be made. After Substantial Performance of the Work and until Total Performance of the Work, no payments will be made on the Contract with the exception of release of Holdback.

1.31. GC 5.7 FINAL PAYMENT

1.31.1. Add new paragraph 5.7 as follows:

Final application shall also include:

1.31.1.1. A Statutory Declaration that all materials and Work and services required by the Contract have been paid in full and that no liens do or can exist.

1.31.1.2. Proof that all claims, including taxes and any liens, have been finally and conclusively satisfied and released.

1.31.1.3. A Statutory Declaration that all materials and Work and services required by the Contract have been paid in full and that no liens do or can exist.

1.31.1.4. A Certificate from the Contractor to the Board certifying that all Work has been completed in accordance with the Contract Documents.

1.32. GC 5.10 NO CLAIMS FOR ANTICIPATED PROFIT

1.32.1. Add new article GC 5.10 as follows:

1.32.1.1. If any change or deviation in, or omission from the Work is made by which the cost of Work to be done is decreased, or if the whole or any portion of the Work is dispensed with, or if the Contractor should stop Work or terminate the Contract in accordance with the provisions of GC 7.2, no compensation shall be claimable by the Contractor or Sub-Contractor for any loss of anticipated profits in respect thereof.

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1.33. GC 6.1 CHANGES

1.33.1. Add the following to paragraph 6.1.1:

1.33.1.1. No claim for extra payment based on verbal orders will be considered or accepted. If a change or extra Work is contemplated, the Consultant will issue a "Notice of Contemplated Change. The Contractor will submit his valuation as detailed below. The Work will be authorized when the Consultant issues a "Change Order" and it has been signed by the Board and the Contractor. If the Work must proceed before a lump sum price can be agreed on, or is to be done on a unit price or cost plus fee basis, it will be authorized by the Consultant on a fee basis, as a "Change Directive". If the change requires no extra or credit to the Contract it will be authorized by the Consultant as a "Jobsite Instruction". Under no circumstances will any claim for extra be considered if it is submitted after the Work is completed. This applies in particular to site Work where the removal and replacement of soil cannot be verified after the Work has been carried out.

1.33.2. Add new paragraph 6.1.3 as follows:

1.33.2.1. Change Orders and Change Directives shall be numbered sequentially as issued and independent of the numbering sequence for Change Notices. A group of Change Notices may be appropriately combined for the issuance of Change Orders or Change Directives.

1.33.3. Add Item 6.1.4 as follows:

1.33.3.1. No extension to Contract Time shall be granted for changes in the Work unless the Contractor can clearly demonstrate that such changes significantly alter the overall construction schedule submitted at the commencement of the Work.

1.33.4. Add Item 6.1.5 as follows:

1.33.4.1. When a change in the Work is proposed or required, the Contractor shall, within 10 (ten) calendar days issue to the Consultant for review and recommendation a claim for a change in Contract Price and/or a change in Contract Time with appropriate support documentation as described herein and in a format acceptable to the Consultant and the Owner. Should the specified date for receipt of an itemized quotation describing the change in Contract price and/or change in Contract Time be insufficient, the Contractor, within 5 (five) calendar days of the above date, shall advise the Consultant, in writing, of the proposed delivery date of the claim.

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No additional claims shall be permitted should the Contractor fail to advise the Consultant as prescribed herein.

- 1.33.4.2. The Contractor shall inform Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this Contract, of changes to the Contract.

1.34. GC 6.2 CHANGE ORDER

- 1.34.1. Add Item 6.2.3 as follows:

- 1.34.1.1. Combined overhead and profit mark-up on Work performed by the General Contractor's own forces shall not exceed 10%. Overhead and profit shall not be charged on credits to the Contract. Where a change involves both credits and extras, overhead and profit shall apply only to a net extra.

- 1.34.2. Add Item 6.2.4 as follows:

- 1.34.2.1. General Contractor's combined overhead and profit mark-up on sub-contract Work shall not exceed 5%.

- 1.34.3. Add Item 6.2.5 as follows:

- 1.34.3.1. Combined overhead and profit mark-up charged by Sub-Contractor's on their own Work shall not exceed 10%.

- 1.34.4. Add Item 6.2.6 as follows:

- 1.34.4.1. Allowances for overhead and profit shall cover all of the General Contractor's and Sub-Contractor's administrative and incidental costs relating to a change including, without limitation, costs relating to project managers, superintendents, assistants, watchpersons and administrative personnel, shop drawing production, head office and site office expenses, Workers tools, temporary facilities, bonds, insurance, transportation, record drawings, cleanup and disposal of waste materials, etc.

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1.35. GC 6.3 CHANGE DIRECTIVE

1.35.1. Delete items 6.3.4.1 to 6.3.4.17 and substitute the following items:

1.35.1.1. Item 6.3.4.1: Material cost shall be the actual material cost.

1.35.1.2. Item 6.3.4.2:

1.35.1.2.1. Labour rates for Tradesmen and Labourers will be established by the Board in consultation with the Contractor and Consultants at the onset of the Work. No increase in labour rates will be permitted for the duration of the Contract.

1.35.1.3. Item 6.3.4.3:

1.35.1.3.1. Combined overhead and profit mark-up on Work performed by the General Contractor's own forces shall not exceed 10%. Overhead and profit shall not be charged on credits to the Contract. Where a change involves both credits and extras, overhead and profit shall apply only to a net extra.

1.35.1.4. Item 6.3.4.4:

1.35.1.4.1. General Contractor's combined overhead and profit mark-up on sub-contract Work shall not exceed 5%.

1.35.1.5. Item 6.3.4.5:

1.35.1.5.1. Combined overhead and profit mark-up charged by Sub-contractor's on their own Work shall not exceed 10%.

1.35.1.6. Item 6.3.4.6:

1.35.1.6.1. Allowances for overhead and profit shall cover all of the General Contractor's and Sub-Contractor's administrative and incidental costs relating to a change including, without limitation, costs relating to project managers, superintendents, assistants, watchpersons and administrative personnel, shop drawing production, head office and site office expenses, Workers tools, temporary facilities, bonds, insurance, transportation, record drawings, cleanup and disposal of waste materials, etc.

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1.36. GC 6.5 DELAYS

1.36.1. Amend Item 6.5.1 as follows:

1.36.1.1. In the fourth, fifth and sixth line in Items 6.5.1, 6.5.2, 6.5.3 and in the first line of Item 6.5.4 - after the words "with the Contractor", add "and as accepted in writing by the Board".

1.36.2. Add new paragraph 6.5.6 as follows:

1.36.2.1. The parties acknowledge the construction of the Work is designed to accommodate the requirements of the Board and failure to attain Substantial Performance by the date stipulated in the Agreement between the Board and the Contractor shall result in inconvenience and expense to the Board and its teachers, students, and others - the exact extent of which is virtually impossible to calculate. Consequently, the parties agree that their best estimate of the costs involved in delay beyond the stipulated date for performance is \$2,000.00 (two thousand dollars) per day – Elementary Schools or \$3,000.00 (three thousand dollars) per day – Secondary Schools and said sum shall be paid by the Contractor to the Board for each Working day, and shall be deemed for all purposes as reasonable compensation to the Board for delay costs only. This amount is not, and shall not be deemed to be a penalty, but is a fair estimate of the actual costs resulting from the delay, and shall be charged in addition to all other costs provided for in the Contract Documents.

Clarification: "Working day" shall mean a full or part of a day, from Monday to Friday, in which Work is normally performed."

1.37. GC 6.6 CLAIMS FOR EXTRAS

1.37.1. Add the following General Condition as paragraph 6.6.1:

1.37.1.1. The responsibility, as to which sub trade provides required articles or materials to be in or provided, rests solely with the General Contractor. Extras will not be considered based on grounds of differences in interpretation as to which trade involved shall provide certain specialities or materials.

1.38. GC 7.1 BOARD'S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT

1.38.1. Add the following item to paragraph to 7.1.1:

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- 1.38.1.1. A duplicate of this notice shall be simultaneously sent to the Consultant.
- 1.38.2. Add the following items as paragraph 7.1.7:
 - 1.38.2.1. An "acceptable schedule" as referred to the *General Conditions* means a schedule prepared and/or approved by the Consultant and acceptable to the Board wherein the default can be corrected within the balance of the Contract time and shall not cause delay to any other aspect of the Work or Work of other Sub-contractors' and in no event shall it be deemed to give a right to extend the Contract time.
- 1.38.3. Add the following items as paragraph 7.1.8:
 - 1.38.3.1. In addition to any charges certified by the Consultant, pursuant to the provisions of Item 7.1.5.3 of the General Conditions, the Contractor shall pay an allowance for the additional time and services required of the Board's representatives and other employees equivalent to the relevant payroll costs, plus 150% thereof.
- 1.39. GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT
 - 1.39.1. Add the following to Item 7.2.1:
 - 1.39.1.1. A duplicate of this notice shall be sent simultaneously to the Consultant.
 - 1.39.2. Amend Item 7.2.4 as follows:
 - 1.39.2.1. In the second line, delete "5 Working days" and replace with "10 Working days."
 - 1.39.3. Amend Item 7.2.5 as follows:
 - 1.39.3.1. Delete the words "and such other damages as the Contractor may have sustained as the result of the termination of the Contract."
 - 1.39.4. Add paragraph 7.2.6 as follows:
 - 1.39.4.1. If the Contractor stops the Work or terminates the Contract in accordance with the paragraphs above, he shall leave the site and the Work in a secure condition as required by jurisdictional authorities and the Contract Documents.
 - 1.39.5. Add paragraph 7.2.7 as follows:

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- 1.39.5.1. The provisions of this GC 7.2 shall not apply to the withholding of certificates and/or payments because of the Contractor's failure to pay all just claims promptly, or because of the registration of a lien against the place of Work.
- 1.39.6. Add paragraph 8.2.9 as follows:
 - 1.39.6.1. Within 5 days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Board and the Contractor shall give the Consultant a written notice containing:
 - 1.39.6.1.1. A copy of the notice of arbitration.
 - 1.39.6.1.2. A copy of paragraphs 8.2.9 to 8.2.15 of this Contract, and,
 - 1.39.6.1.3. Any claims or issues which the Contractor or the Board, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.
- 1.39.7. Add paragraph 8.2.10 as follows:
 - 1.39.7.1. The Board and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:
 - 1.39.7.1.1. Has a vested or contingent financial interest in the outcome of the arbitration;
 - 1.39.7.1.2. Gives the notice of election to the Board and the Contractor before the arbitrator is appointed;
 - 1.39.7.1.3. Agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and;
 - 1.39.7.1.4. Agrees to be bound by the arbitrate award made in the arbitration.
- 1.39.8. Add paragraph 8.2.11 as follows:
 - 1.39.8.1. If the Consultant is not given the written notice required under Item 8.2.9, both the Board and the Contractor are stopped from pursuing an action, counterclaim or other proceeding or making an application against the Consultant arising out of the issues in dispute in the arbitration between the Board and the Contractor under Item 8.2.6.
- 1.39.9. Add paragraph 8.2.12 as follows:

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1.39.9.1. If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the Board receives a copy of the notice of arbitration.

1.39.10. Add paragraph 8.2.13 as follows:

1.39.10.1. The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may:

1.39.10.1.1. On application of the Board or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and;

1.39.10.1.2. Make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

1.39.11. Add paragraph 8.2.14 as follows:

1.39.11.1. The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant's paragraph.

1.39.12. Add paragraph 8.2.15 as follows:

1.39.12.1. In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

1.39.13. Add paragraph 8.2.16 as follows:

1.39.13.1. The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrator may decide, as outlined in the latest edition of the Rules for Mediation of CCDC 2 Construction Disputes, except that these costs shall not include counsel fees for any of the parties to the arbitration. Counsel fees shall be paid by each party.

1.40. GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

1.40.1. Add the following item:

1.40.1.1. The Contractor shall be responsible for all legal costs incurred by the Board with respect to liens arising out of this Contract. This includes all costs to perform more than one title search per payment

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such that it includes the costs of all searches discovering liens registered against the Boards' property, arising out of this Contract.

1.41. GC 9.4 OCCUPANCY PRIOR TO "SUBSTANTIAL COMPLETION" OF THE WORK

1.41.1. Add new article GC 9.4 as follows:

- 1.41.1.1. The Board, its agents, and other Contractors shall have the right to enter upon, and the Board shall have the right to take possession of the Work in whole or in part for the purpose of placing fittings and equipment or for other use before the completion of the Contract, if, in the opinion of the Consultant, such entry and taking possession does not prevent or interfere with the Contractor's Work to complete the Work within the time specified. Such entry and taking possession shall not be considered as acceptance of the Work nor in any way shall it relieve the Contractor of his responsibility to complete the Contract.
- 1.41.1.2. The Contractor shall, as directed by the Consultant to give priority to certain parts of the Work and bring such parts to a "ready for use" status. Such instructions may require installation of temporary stairs and exits and temporary services, all of which shall be provided and subsequently removed.
- 1.41.1.3. The Contractor shall maintain full access to the building for the Board's use, as required. The Contractor shall maintain or restore heat and power to the above areas when necessary or as scheduled. Keep existing utilities and services functional.
- 1.41.1.4. The Contractor shall inform Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this Contract, of the extent of the occupancy. If the occupancy by the Board requires adjustments of the bonds, or insurances, the Contractor shall, subject to the Board's approval, initiate and pay for such adjustments on behalf of the Board and a Change Order will be issued.

1.42. GC 10.1 TAXES AND DUTIES

1.42.1. Add the following items:

- 1.42.1.1. The Contractor shall obtain exemption from Provincial tax as applicable, and shall pay Provincial taxes only on those items not covered by such exemption. Any increase or decrease in such taxes shall increase or decrease the contract price accordingly.

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- 1.42.1.2. The Contractor shall not be entitled to overhead and profit mark-up due to any tax increase.
- 1.42.1.3. Any amount included in Contract for tax or duty, whether or not paid, which is found to be inapplicable or for which a refund is obtained shall become the sole and exclusive property of the Board.

1.43. GC 10.2 LAWS, NOTICES, PERMITS AND FEES

1.43.1. Revise paragraph 10.2.2 to read as follows:

- 1.43.1.1. The Board has applied for and has paid a deposit for the Building Permit. The Contractor shall pay the balance owing, **through the Cash Allowance**, and sign for and pick up the Building Permit at the Municipal Office. Note, however, that the Contractor shall pay any construction damage deposits required by the Authorities as a condition of the issuance of the Building Permit. The Contractor shall be responsible for removing mud and other debris that accumulates on the public street during construction. If the Contractor does not comply with notification from the Municipality to clean the affected street within twenty-four (24) hours, then the Municipal Public Works Department shall have the right to clean the affected street at the sole expense of the Contractor.
- 1.43.1.2. The Contractor shall be responsible for permits, licenses, or certificates necessary for the performance of the Work, which were in force at the date of bid closing.

1.43.2. Add the following to paragraph 10.2.2:

- 1.43.2.1. The "Building Permit Copy" of the drawings and specifications as approved by the Chief Building Official and issued as part of the Building Permit shall be reviewed by the Consultant for any requirements which could affect the Contract Documents. It shall then be kept on the job and maintained in good condition from commencement to completion of the Work. On completion of the Work, this Building Permit copy shall be delivered in good condition to the Consultant.

1.43.3. DELETE the first sentence in paragraph 10.2.4 entirely. Revise the second sentence to read:

- 1.43.3.1.1. If the Contract Documents are at variance with the applicable laws, ordinances, rules, regulations and codes relating to the Work, or changes which require modification to the Contract Documents are made to the laws, ordinances, rules, regulations and codes by the Authorities having Jurisdiction subsequent to the

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date of Tender closing, the shall notify the Consultant in writing requesting direction immediately such variance or change becomes known to him.

1.43.4. Add new paragraph 10.2.6 as follows:

1.43.4.1. The Contractor shall secure all certificates of inspection and occupancy that may be required by the Authorities having Jurisdiction over the Work. He shall assist the Authorities as required, supplying plant and personnel as needed. He shall deliver same to the Consultant upon completion of the Work. The Contractor shall give notice of completion of the building prior to occupancy as required by Paragraph 7 of O.B.C. and O. Reg. 419/86. The Contractor shall assume the role of the "Constructor", as defined in the applicable Provincial Legislation.

1.44. GC 11.1 INSURANCE

1.44.1. Change paragraph 11.1.1.1 as follows:

GENERAL LIABILITY INSURANCE:

1.44.1.1. Second line: change "\$2,000,000.00" to "\$5,000,000.00"

1.44.2. Change paragraph 11.1.1.2 as follows:

AUTOMOBILE LIABILITY INSURANCE:

1.44.2.1. First line: change "\$2,000,000.00" to "\$5,000,000.00".

1.44.3. Change paragraph 11.1.1.3 as follows:

AIRCRAFT AND WATERCRAFT LIABILITY INSURANCE:

1.44.3.1. Third and fourth lines: change \$2,000,000.00" to "\$5,000,000.00"

1.45. GC 11.2 BONDS

1.45.1. Add new paragraphs 11.2.3 to 11.2.8 inclusive:

1.45.1.1. The Contractor, after receiving written notification from the Board, within forty-eight (48) hours of such notification, and prior to the signing of the Contract, shall provide a Performance Bond and a Labour and Materials Payment Bond, each in the amount of XX% of the Contract Price issued by a duly incorporated and nationally recognized surety company approved by the Board, guaranteeing the faithful performance of the Contract in accordance with the

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Contract Documents including the requirements for warranties as provided for in paragraph GC 12.3 WARRANTY, and the payment of all obligations incurred in the event of the Contractor's default, including, but not limited to the following:

- 1.45.1.1.1. The payment of all legal, accounting, architectural, engineering and other Consultant's expenses incurred by the Board in determining the extent of Work executed and any additional Work required as a result of the interruption of the Work, and its completion.
- 1.45.1.1.2. The payment of additional expenses to the Board in the form of security guard services, light, heat, power and other related costs, payable over the period between the default of the Contract and commencement of the Work under the terms of this Article.
- 1.45.1.2. Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the Board from and against any and all costs and expenses (including legal and Consultant Services and court costs) arising out of or as a consequence of any default of the Contractor under this Contract.
- 1.45.1.3. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms, modified as may be necessary to incorporate the requirements stated herein.
- 1.45.1.4. The Contractor shall be responsible for notifying the Surety Company of any changes made to the Contract during the course of construction".
- 1.45.1.5. The Contractor shall require from every Sub-Contractor and supplier listed below a **XX% Performance Bond** issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario, and which shall be maintained in good standing until the fulfilment of the Contract. The form of such bond shall be in accordance with the latest edition of the CCDC Bond Forms.
- 1.45.1.6. Should the Board require additional bonds by the Contractor or any of his sub-contractors, after the receipt of bids for the Work, the Contract Price shall be increased by all costs attributable to providing such bonds. The Contractor shall promptly provide the Board, through the Consultant with any such bonds that may be required.

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1.46. GC 12.1 INDEMNIFICATION

1.46.1. Delete Item 12.1.1 entirely and substitute the following:

1.46.1.1. The Contractor shall to the full extent permitted by law defend, indemnify and save harmless the Board and the Consultant or their respective directors, officers, partners, employees and agents, from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, or out of the condition of the Work, the job site, adjoining land, driveways, streets or alleys used in connection with the performance of the Work. The indemnification, provided for in this paragraph 12.1.1 shall specifically include, but shall not be limited to, all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising or alleged to arise as a result of or in connection with any scaffolding, structural Work or safe place law or any law with respect to the protection of adjacent landowners, but shall not include any claims arising solely from negligence of the party asking to be defended, indemnified or saved harmless.

1.46.2. Amend paragraph 12.1.2 as follows:

1.46.2.1. Delete the amount "\$2,000,000.00" in the first and third lines and substitute "\$5,000,000.00" in each case.

1.46.2.2. Delete Item 12.1.4 in its entirety.

1.47. GC 12.2 WAIVER OF CLAIMS

1.47.1. Change paragraph 12.2.1 to read:

1.47.1.1. The issuance of the Consultant's final Certificate for Payment shall constitute a waiver of all claims by the Board against the Contractor, except one or more of the following:

1.47.1.1.1. Those previously made in writing and still unsettled.

1.47.1.1.2. Those arising from the provisions of GC 12.1 - Indemnification and GC 12.3 - Warranty.

1.47.1.1.3. Those arising from any liability of the Contractor for damages under any law of the Province of the Place of Work.

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- 1.47.1.1.4. Subject to the time limitations of paragraph .3 above, those arising from the failure of the Work to comply with the requirements of the Contract Documents.

1.48. GC 12.3 WARRANTY

- 1.48.1. Delete the present text of 12.3.2 and substitute the following:
- 1.48.1.1. The Contractor expressly warrants and guarantees to the Board that the Work performed by the Contractor and by all Workers, Suppliers and Sub-Contractors, conforms to the requirements of the Contract Documents, and is performed in a safe and careful manner.
- 1.48.2. Add new sentence to paragraph 12.3.3:
- 1.48.2.1. The warranty period shall recommence for corrected Work.
- 1.48.3. Delete the present text of 12.3.5 and substitute the following:
- 1.48.3.1. The Contractor agrees to correct or pay for all damages to the Work and/or property, goods or equipment of the Board and/or its tenants and neighbouring properties, resulting from the defects, deficiencies or corrections of same.
- 1.48.4. Add paragraph 12.3.7 as follows:
- 1.48.4.1. The Contractor shall commence to correct any non-emergency deficiency within 2 Working days after receiving a notice from the Consultant or the Board, and complete the Work as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to the ongoing business of the Board and/or its tenants, operational as designed, all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the Contractor fail to provide this emergency service within 8 hours of a request made during normal business hours of the Contractor the Board is authorized, regardless of GC 3.1, to carry out all necessary repairs or replacements at the Contractor's expense.
- 1.48.5. Add paragraph 12.3.8 as follows:
- 1.48.5.1. The conditions of warranty cover all items of Work for at least 12 months and/or 1 year. On the following Work noted hereunder the warranties are extended. Refer to Mechanical and Electrical Divisions for any other extended or specific warranties.

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1.48.6. Required Warranty Periods:

24 MONTHS (2 YEARS)	36 MONTHS (3 YEARS)
Laminated Plastics	Bituminous Concrete Pavement (Asphalt)
Architectural Woodwork	Cast-in place Concrete
Metal Roof and Wall Panels	Sheet Waterproofing
Glass Fibre Reinforced Cementitious Panels	Dampproofing
Modified Bituminous Membrane Roofing (System Warranty – 10 years)	Hollow Metal Doors & Frames
Sheet Metal Flashing and Trim	Building Management System
Joint Sealers (Caulking, etc)	Heating & Ventilation Controls
Aluminum Windows - Installation (Manufacturer – 10 years)	
Resilient Floor Covering	60 MONTHS (5 YEARS)
Elastomeric Sheet Flooring	Reinforced Cement Concrete Pavement
Theatre and Stage Equipment	Pedestrian Traffic Coatings
Ceramic Floor Tile and Wall Tile	Sound Control Doors
Landscaping	Glass and Glazing
	Plastic Toilet Compartments
	Cubicle Curtains and Track
OTHER	
Painting & Finishing: 30 month OPCA Warranty	Visual Display Boards: 25 yrs. from Manufacturer

1.48.7. Add the following paragraphs as follows:

- 1.48.7.1. The Contractor shall obtain from Sub-Contractors and provide with the final documentation, forms of warranty for all items for which warranties extend beyond the one-year period as required by the specifications.
- 1.48.7.2. Upon acceptance of a deficiency correction, the warranty period shall be re-established for the period of time as originally specified.

END OF SUPPLEMENTARY GENERAL CONDITIONS TO CCDC 2, 1994

LATEST REVISION IS IN GREEN FONT

ISSUED:	JULY 2000	REVISION 6:	APRIL 2008
REVISION 1:	OCTOBER 2003		
REVISION 2:	JULY 2004		
REVISION 3:	MARCH 2005		
REVISION 5:	SEPTEMBER 2005		

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