



PART - INSTRUCTIONS TO BIDDERS

CLAUSE 1 - DOCUMENTS

1.1 DOCUMENTS

- .1 Carefully examine the following information. Failure to follow these instructions may result in bid disqualification.
- .2 Project information:
 - .1 Project / Contract No.:
 - .2 Project / Contract:

1.2 Bid Documents

- (a) Advertisement - Invitation to Bid;
- (b) BCDC 2 - 2011, Part 1.1 Instructions to Bidders;
- (c) BCDC 2 - 2011, Part 1.2 Bid Form;
- (d) CCDC 2 - 2008, Articles of Agreement;
- (e) CCDC 2 - 2008, General Conditions;
- (f) BCDC 2 - 2011, Part 1.3 Supplementary Conditions;
- (g) BCDC 2 - 2011, Part 1.4 Project Specific Amendments, if any;
- (h) General Requirements;
- (i) Drawings and Specifications;
- (j) Addenda and Appendices, if any.

1.3 CONTRACT DOCUMENTS

- .1 Upon award of contract the Contract Documents consist only of (b) to (j) above.

CLAUSE 2 - PRE-BID INQUIRIES

- 2.1 Direct inquiries relating to Bid Documents, only to the Consultant/Owner at:

CLAUSE 3 – PARTICULARS AFFECTING BID PRICE

3.1 MATERIALS

- .1 Establish the Bid Price based on the use of materials specified in Drawings and Specifications.
- .2 Proposed alternatives to materials specified will be considered during the bidding period only if full descriptive data are submitted in writing to the Consultant/Owner at least [()] Working Days before the bid closing date.

- .3 Approved alternatives will be incorporated in the Drawings and Specifications by issuance of an Addendum.
- 3.2 CONDITIONS RELATED TO THE WORK
- .1 Become familiar with the site and existing conditions prior to submitting a bid and make allowances for conditions related to the *Work*.
- .2 Claims for an increase in Contract Price or Contract Time arising from observable conditions will be rejected by the *Owner*.
- 3.3 TAXES
- .1 The Bid Price includes all applicable taxes in force at the time of bidding and related to the progress of the *Work* except Value Added Tax (As defined by CCDC 2).
- .2 The successful bidder agrees to:
- .1 Pay applicable taxes in force during and related to progress of the *Work*.

CLAUSE 4 - COMPLETION OF BID FORM

- 4.1 COMPLETION OF BID FORM
1. Complete the bid on the Bid Form included with the Bid Documents in a non-erasable medium and execute in accordance with provisions of Clause 5 of the Instructions to Bidders, - EXECUTION OF THE BID.
 2. If required, state the number of weeks within which the bidder will Substantially Perform the *Work*.
 3. Initial erasures or corrections to entries on the Bid Form.
 4. Indicate receipt of Addenda.
 5. The Owner may reject the bid if the Bid Form has alterations, qualifications or omissions.

CLAUSE 5 – EXECUTION OF THE BID

- 5.1 EXECUTION OF THE BID
1. Execute the Bid Form in one of the following ways:
- .1 Limited Company: Include the company's full name and the name(s) and status of the authorized signing officer(s) in the spaces provided for that purpose. Affix the signature(s) of authorized officer(s) and date the Form; or
- .2 Partnership: Print the partnership name and the name(s) of the person(s) signing in the spaces provided. Affix the signature of one or more of the authorized partners, who shall sign in the presence of a witness who shall also sign and date the Form; or
- .3 Sole Proprietor: Print the business name and the name of the sole proprietor in the spaces provided. The sole proprietor shall sign and date the Form in the presence of a witness who shall also sign and date the Form.

CLAUSE 6 - DELIVERY OF THE BID

- 6.1 DELIVERY OF THE BID
- ~~1. Enclose the properly completed and executed Bid Form in a properly addressed envelope.~~
2. Ensure the name and address of the bidder, the project name, (and project number where provided by the *Owner*) appear on the envelope face.



3. Seal the envelope and deliver it to the submission location stated in the Invitation to Bid prior to the time and date specified for the closing of bids.
4. The Owner will immediately record the date and time on envelopes containing bids and on bid revisions received by fax and this information will take precedence over machine-initiated date and time information transmitted through a fax machine.
5. Bids and other related documents received after the stated time and date of closing will not be considered by the *Owner*.
6. The *Owner* is neither liable nor responsible for costs incurred by bidders in the preparation, submission, or presentation of the bid. Bid documents become the property of the *Owner*.

CLAUSE 7 – REVISION OF THE BID

7.1 REVISION OF THE BID

1. A Bid Form already delivered to the Owner may only be revised in the manner described in paragraph 7.2 of this Clause, and to qualify, the revision(s) shall be received by the Owner at the submission location stated in the Invitation to Bid prior to the time and date specified there for the closing of bids. Ensure revision(s) plainly refers to a particular bidder.
2. Revisions will be accepted by either: signed letter delivered to the address stated in the Invitation to Bid, or, faxed to the number designated in the Invitation to Bid.
3. Only the bidder's entries on the delivered Bid Form may be revised; the revision shall state only the amount by which a bid figure is to be increased or decreased (except itemized, alternative or unit prices as described in 7.4), or specific directions as to the exclusion or inclusion of particular words.
4. Where itemized, alternative, or unit prices are being revised, submit a new price that replaces the previously submitted price.
5. Ensure faxed revisions to the original bid are clearly legible. State monetary revisions to the bid amount numerically and in writing.
6. For faxed revisions, the clock used for the official bid closing time shall govern.
7. Bidders are warned that faxed revisions are submitted solely at their risk and will not be considered received until they have been received and printed at the designated fax number, and date and time of the revision has been recorded by hand by the Owner prior to bid closing. The Owner's hand written date and time or time stamp from the clock used for the official bid closing shall take precedence over facsimile machine generated time and date.

CLAUSE 8 - SECURITY REQUIREMENTS

8.1 BID BONDS

- .1 Ensure the Bid Form is accompanied by a bid bond in the amount of ten percent (10%) of the Bid Price. Certified cheques and guaranteed letters of credit will not be accepted.
- .2 Ensure the bid bond is issued on a CCDC 220 Bid Bond form or other form approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
- .3 If a successful bidder declines to enter a Contract within the period set out in the Bid Form, or a further agreed period of time, the principal and surety will be required to pay to the *Owner* a sum equivalent to the difference between the principal's bid and the accepted bid or ten percent (10%) of the principal's bid, whichever is the lesser.

8.2 PERFORMANCE BONDS AND LABOUR AND MATERIAL PAYMENT BONDS

.1 The successful bidder agrees to:

- .1 Provide a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price.
- .2 Provide these bonds within ten (10) Working Days of contract award. Maintain bonds in good standing until Contract fulfillment. Ensure requirements of GC 1 2.3 – WARRANTY are met and payment obligations arising under the Contract are made while bonds are still in place.
- .3 Ensure the Performance Bond is issued on CCDC-221 Performance Bond form, and Labour and Material Performance Bond is issued on CCDC-222 Labour and Material Performance Bond form or other forms approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
- .4 Include bonding costs in the Bid Price.
- .5 Ensure the obligee on the bonds is the *Owner*.

CLAUSE 9 - ACCEPTANCE OF THE BID

9.1 ACCEPTANCE OF THE BID

- .1 The lowest or any bid will not necessarily be accepted.
- .2 The *Owner*, at its sole discretion, may accept or reject any or all of the Alternative Prices submitted in the Bid Documents. Alternative Prices will not be considered in determining the successful bidder.
- .3 Alternative Prices listed in the Bid Documents shall remain open for acceptance by the *Owner* for the period stated in the Bid Documents, from the time and date specified for closing of bids.
- .4 Bids which contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may, at the sole discretion of the *Owner*, be disqualified or rejected.
- .5 The *Owner* retains the separate right to waive irregularities in the Bid Form if, at the *Owner's* discretion, such irregularities are of a minor or technical nature and have not provided the bidder with a competitive advantage. Errors of a clerical or technical nature are not grounds for a bidder to revoke a bid. Bidding irregularities will be reviewed generally in accordance with 2.3 Guideline for Administering Bidding Irregularities of the British Columbia Documents Committee (BCDC) in effect at the time of bid closing.
- .6 In the event a single bid is received, the *Owner* may open the bid privately without reference to the bidder. If the bid is opened and it is in excess of the *Owner's* budget, the *Owner* reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid Price. The *Owner* reserves the right to accept or reject a single bid.
- .7 The *Owner* has the right to enter into over-budget negotiations with the lowest compliant bidder or a single bidder, without cancellation of all bids or consideration to other bidders, and to require that bidder to negotiate with Subcontractors named on their Bid Form.

CLAUSE 10 – OWNER PROVIDED INSURANCE

- .1 Refer to GC 11.1 - INSURANCE, GC 12.1 - INDEMNIFICATION and Supplementary Condition(s).

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



CLAUSE 11 – CONTRACTOR PROVIDED INSURANCE

- .1 Refer to GC 11.1 - Insurance, GC 12.1 - Indemnification and Supplementary Condition(s).

CLAUSE 12 – SUBCONTRACTOR BIDDING

- .1 Subcontractors listed below shall submit their bids through ~~the Bid Documents~~ at the time and on the date stated in the Invitation to Bid.

(a) ~~Subcontractors~~ BONDED AS PER THE RULES ~~OF THE~~

The current Rules of Procedure ~~and~~ ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following subcontractors:

(a) ~~Subcontractors~~ SUBCONTRACTORS BIDS, NOT BONDED

The current Rules of Procedure ~~and~~ ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following subcontractors:

- .2 Notwithstanding the requirements ~~of~~ ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ contained in ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ ensure all Work described in ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ Bid Documents is included in the Bid Price.
- .3 When a bid is over budget and the lowest compliant bidder has received a single bid through the ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ the Owner has the right to negotiate with the lowest compliant bidder and the lowest compliant bidder, in turn, has the right to negotiate with the single ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ bidder and the named Subcontractor(s). Should such negotiations not be successful, that portion of the Work may be re-bid by the lowest compliant bidder in cooperation with the Owner. The Owner has the right to apply other actions or remedies that may also be appropriate under the law.
- .4 Bidders receiving no bids through ~~the~~ ~~current~~ ~~Rules~~ ~~of~~ ~~Procedure~~ ~~and~~ ~~amendments~~ shall none the less list the name of a Subcontractor on the Bid Form in the place provided.
- .5 When requested to do so the bidder agrees to provide the Owner with proof of Subcontractor bonds within ten (10) Working Days of contract award.

CLAUSE 13 – WORKSAFE BC LETTER

- .1 After bid closing, upon request, the lowest compliant bidder agrees to provide a WORKSAFE BC Letter of Good Standing within forty-eight (48) hours.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



PART - STIPULATED PRICE BID FORM

Project/Contract:

Project/Contract No.:

From (Bidder):

company name

street address or postal box number

city/town, province and postal code

Bidders Ph. _____ **Bidders Fax.** _____

To (Owner):

We, the undersigned, having examined the Bid Documents for the above named project/contract, including Addendum Number(s) _____, and being familiar with the site and existing conditions, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated bid price of:

\$ _____
amount in writing

_____ in Canadian dollars, excluding Value Added Taxes.

\$ _____
amount in figures

We, the undersigned, declare that:

- (a) ☐ We agree to attain Substantial Performance of the Work within (*Contractor to fill in*) _____ weeks after receiving notice of contract award and the contract time noted herein WILL NOT be taken into account by the Owner in awarding the contract. The date of contract award shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance of the Work within (*Contractor to fill in*) _____ weeks, taking into account the milestones and/or schedule noted in Division 01 of these Project Specifications, and after receiving notice of contract award. The contract time noted herein MAY BE considered by the Owner in evaluating the bid and determining contract award. The date of contract award shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance or the work within (*Owner to fill in*) _____ weeks after receiving notice of contract award. This contract time is identified by the Owner based on the rational included in Part 1.4 Project Specific Amendments. The date of contract award shall be the date the letter of award is sent to the bidder.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



- (b) we have arrived at this bid without collusion with any competitor,
- (c) this bid is open to acceptance by the Owner for a period _____ days from the date of bid closing,
and
- (d) all bid form supplements called for by the Bid Documents form an integral part of this bid.

Signatures:

Signed and submitted by:

company name

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

Dated this _____ day of _____, 20____

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'A' – LIST OF SUBCONTRACTORS

Project/Contract: _____

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above named bidder, propose to use for the above named project/contract
Subcontractors named below:

Item of Work

Name of Subcontractor

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'B' – ALTERNATIVE PRICES

Project/Contract:

Project/Contract No.:

From (Bidder):

company name

We, the above named bidder, offer the alternative prices requested below. The amount to be added to, or deducted from, our bid price (as entered in the Bid Form) is entered for each alternative requested. These prices do **NOT** include Value Added Taxes. If there is no change to the bid price for an alternative, we have so indicated. It is understood that:

- (a) the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,
- (b) alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the bid price, notwithstanding the award of the Contract.
- (c) the Work of the Contract and the Contract Price will reflect the alternatives and alternative prices, if any, accepted by the Owner at the time of contract award, and
- (d) acceptance of any alternatives will not affect the bid price contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.

<u>Description of Alternative</u>	<u>Effect on Bid Price</u>	
	<u>Add</u>	<u>Deduct</u>

Alternative Price No. 1

\$ _____ \$ _____

Time (in Days) _____

Alternative Price No. 2

\$ _____ \$ _____

Time (in Days) _____

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'D' – LIST OF UNIT PRICES

Project/Contract: _____

Project/Contract No.: _____

From (Bidder): _____
company name

The following are our Unit Prices for the units of work listed hereunder. The Unit Prices listed apply to performing the units of work only during the Contract Time.
These prices do **NOT** include Value Added Taxes.

<u>Unit of Work</u>	<u>Unit Price (\$)</u>	
	<u>Add</u>	<u>Deduct</u>

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'E' – LIST OF CASH ALLOWANCES

Project/Contract: _____

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above named bidder, have provided the Cash Allowance(s) included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. These prices do **NOT** include Value Added Taxes.

Description of Cash Allowance

Amount

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix F - FAXED BID AMENDMENT

(To be used where required)

TO (OWNER): _____

FAX NUMBER: _____ DATE: _____

PROJECT: _____

WE HEREBY AMEND OUR BID PRICE AS FOLLOWS:

	TO PREVIOUSLY SUBMITTED BID PRICE ADD	FROM PREVIOUSLY SUBMITTED BID PRICE SUBTRACT
AMENDMENT TO BID PRICE (in figures)	\$ _____	\$ _____
AMENDMENT TO BID PRICE (in writing)	ADD / SUBTRACT	\$ _____

AMENDMENT TO TIME: We agree to attain Substantial Performance within _____ weeks.

Amend our Required Alternative, Itemized or Unit Prices to read as follows:

Note: These prices are completely new prices as per Clause 7.4 of the Instructions To Bidders. These changes in price or in time are not a subtraction from or addition to already submitted Alternative, Itemized or Unit Prices.

These prices do **NOT** include Value Added Taxes.

	(Add to Bid Price)	(Subtract from Bid Price)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Other amendments including issued addendum numbers are (or reference and include by attachment):

NAME OF BIDDER: _____

ADDRESS: _____ TELEPHONE: _____

FAX: _____

AUTHORIZED SIGNING OFFICER:

Name and Title: _____
(Signature)



PART - SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.2 Add, in the first sentence “review,” before the word “tests”.
- 2.3.4 In the first sentence replace “special” with “review,” and add “review,” before the third instance of “inspections”.
- Add:
- 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 application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

PART 3 EXECUTION OF THE WORK

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- Delete:
- 3.2.2.2 Delete this clause in its entirety.
- Add:
- 3.2.3.4 as it applies to the applicable health and construction safety legislation at the *Place of the Work* the *Contractor* shall assume overall responsibility and be designated as the “Prime Contractor.”

GC 3.6 SUPERVISION

- 3.6.1 Add after the last sentence:
“The appointed *Contractor* representative shall not be changed except for valid reason. The appointed *Contractor* representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.4 Add at the end of the sentence “, as outlined in GC 6.3 – CHANGE DIRECTIVE.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.2 Add, after the first sentence “Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner's* use, at the *Owner's* sole discretion. “



PART 5 PAYMENT

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.4 Add, after the first sentence:
“A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.”

Add:

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

Add:

5.2.9 The *Contractor* shall with each and every application for payment subsequent to the first, submit a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia.

GC 5.3 PROGRESS PAYMENT

5.3.1.2 Add,

“If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment,”

5.3.1.3 Delete in its entirety and replace with,

“The *Owner* shall make payment to the *Contractor*, on account, in the amount certified by the *Consultant* as provided in Article A-5 of the Agreement – PAYMENT, on or before the later of:

- twenty calendar days after receipt by the *Consultant* of the application for payment, or
- twenty-eight calendar days after the last day of the payment period for which the *Contractor's* application for payment is made.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

5.4.4 Subject to the requirements of the Builders Lien Act relative to the date of issuance by the *Consultant* of the certificate of completion pursuant to paragraph 5.4.2:

- .1 The *Consultant* shall issue to the *Owner* and copy to the *Contractor* a certificate of payment for an amount equal to the *Contract Price* less:
 - .1 twice the value of any deficiencies shown on the comprehensive list of items to be completed or corrected as in GC 5.4.1, as determined by the *Consultant*;
 - .2 the value of incomplete work as determined by the *Consultant*; and
 - .3 the amounts of all previous certificates of payment.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



- .2 The *Owner* shall make payment to the *Contractor* in accordance with the provisions of GC 5.3.1.3.

Add:

- 5.4.5 The *Owner* reserves the right to take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:
- .1 the portion of the *Work* is ready to be used for the purpose intended, to the satisfaction of the *Consultant* and authorities having jurisdiction; and
 - .2 the *Owner's* possession and use do not interfere with the *Contractor's Work*; and
 - .3 the *Consultant* conducts a review prior to possession by the *Owner*; and
 - .4 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.

Add:

- 5.4.6 An application for *Substantial Performance of the Work* shall be deemed complete only if submitted with required supporting documentation, including those requirements in GC 5.2.8, as determined by the *Consultant*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

- 5.5.1.3 When applying for release of holdback, the *Contractor* shall submit a current CCDC 9B Statutory Declaration of Progress Payment Distribution by *Subcontractor* from each of the *Subcontractors* and a Worker's Compensation Board Letter of Good Standing.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Add:

- 5.6.4 An application for progressive release of holdback will not be considered complete until all related documentation required for the *Consultant's* review is received, including those requirements in GC 5.2.8.

GC 5.7 FINAL PAYMENT

- 5.7.4 Delete'
"no later than 5 calendar days after the issuance of a final certificate for payment,"

Add:

- 5.7.5 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add:

- 6.2.3 The following shall determine *Contractor* markup on *Change Orders* by percentage:
- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.



- .2 To the cost of the Work performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On Work deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the Work as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
- .4 For a detailed list of what the *Contractor* may include in the cost of the work before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.

GC 6.5 DELAYS

6.5.3.3 Add the word "local" after the word "adverse".

Add:

6.5.6 The party making the claim shall submit to the Consultant, within 10 Working Days, a detailed account of the Contract Time extension claimed and the grounds upon which the claim is based complete with required supporting documentation as determined by the Consultant.

Add:

6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:

- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
- .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the *Owner* and the *Contractor*.
- .3 The *Contractor* shall then promptly give the *Owner* and the *Consultant Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
- .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Add "in no case more than 10 Working Days from the event or series of events giving rise to the claim."

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

7.1.5 In the first sentence, after "paragraph 7.1.1," replace "and" with "or".

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Add:

10.2.8 The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction within two *Working Days* of their receipt.

GC 10.4 WORKERS' COMPENSATION

Add:

10.4.3 The *Contractor* is formally designated as the "Prime Contractor."

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.2 CONTRACT SECURITY

Add:

11.2.3 The *Contractor* shall give the *Owner Notice in Writing* of any material change in the surety within 15 days of occurrence.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.3 WARRANTY

12.3.4 Add, "In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction."

Add:

12.3.7 Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6.