



## **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 2E - 2020, Part 1.1 Instructions to Bidders;
- (c) BCDC 2E - 2020, Part 1.2 Bid Form;
- (d) CCDC 2 - 2008, Articles of Agreement;
- (e) CCDC 2 - 2008, General Conditions;
- (f) BCDC 2E – 2020, Part 1.3 Supplementary Conditions;
- (g) BCDC 2E – 2020, 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:
- .3 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 in the On-line Bidding System 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 Indicate receipt of Addenda.
- .4 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 by the method of the bidder's identification and authentication as designated in the On-line Bidding System.

## CLAUSE 6 - DELIVERY OF THE BID

### 6.1 DELIVERY OF THE BID

- .1 All Bids shall be submitted through the On-line Bidding System not later than the date and time specified for the On-line Bidding System closing. Bids submitted after On-line Bidding System closing time will not be allowed by the On-line Bidding System.
- .2 The time as indicated on the On-line Bidding System shall be the official time for the On-line Bidding System closing.
- .3 The *Owner* is neither liable nor responsible for costs incurred by bidders in the preparation, submission, or presentation of the bid. Bidders will be required to accept on-line the Terms and Conditions for the On-line Bidding System in Clause 13.2 Terms and Conditions
- .4 Bid documents become the property of the *Owner*.

## CLAUSE 7 – SECURITY REQUIREMENTS

### 7.1 BID BONDS

- .1 Digitally verified Bid Bonds will be required to be submitted through the On-line Bidding System.



**Digitally verified Bid Bonds are to be provided by the bidder's Surety representative through one of the ebond providers assessed by the Surety Association of Canada. Bid Bonds must include a clearly legible signature and seal. The attachment by the bidder of the Bid Bond with the on-line bid creates the lawful act of validating the bond by the bidder.**

- .2 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.
- .3 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*.
- .4 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.

## 7.2 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 8 - ACCEPTANCE OF THE BID

### 8.1 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.

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- .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 9 – OWNER PROVIDED INSURANCE

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

#### CLAUSE 10 – CONTRACTOR PROVIDED INSURANCE

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

#### CLAUSE 11 – SUBCONTRACTOR BIDDING

- .1 Subcontractors listed below shall submit their bids through the •] ^8aa aÁ ^c@ aÁe Á^\_a ^a  
a Ác@ Ác\_ãã } Á ÁcÁ at the time and on the date stated in the Invitation to Bid.

(a) ~~UN~~BONDED AS PER THE RULES ÁÜÜÜÖÖWÜÖ

The current Rules of Procedure { !Ác@ Á~ à{ ã•q } Á Ácã^Á } cãq !Áã•Á &| aã \* Á[ } aã \*  
aã amendments listed in paragraphs 1F.2, .3 and .4 of this Clause shall apply to the following sub-trades:

(b) ~~UN~~SUBCONTRACTORS ÁÜÜ, NOT BONDED

The current Rules of Procedure Á{ !Ác@ Á~ à{ ã•q } Á Ácã^Á } cãq !Áã•, except bonding, and aã endments listed in paragraphs 1F.2, .3 and .4 of this Clause shall apply to the following sub-trades:

- .2 Notwithstanding the requirements { !Ác@ Á~ à{ ã•q } Á Ácã^Á } cãq !Áã•Á, ensure all Work Á described in Bid Documents is  
~~UN~~included in the Bid Price.
- .3 When a bid is over budget and the lowest compliant bidder has received a single bid through the Ü~ |Ác@ Á~ à{ ã•q } Á Ácã^Á } cãq !Áããã \*, 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 •~ àq } cãq !Ácã bidder and the named Subcontractor(s). Should such negotiations not be successful, that portion of the Work may be re-bid by the lowest

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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 *BidCentral Online Bidding for Subcontractors* 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 12 – 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.

#### **CLAUSE 13 – ON-LINE BIDDING**

For on-line bidding requirements relating to system failure, functionality of a bidders on-line system, Exclusion of Liability, Terms and Conditions for On-line Bidding and Privacy Policy refer to <http://www.pccbc.com/wp-content/uploads/2012/05/BCDC-2E-Clause-13.pdf>.

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

[Date]  
[Section Name]  
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## **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*

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

**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.

**BID INFORMATION TO BE SUBMITTED ON-LINE**

[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\_\_\_\_

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

**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.

### Description of Alternative

**Effect on Bid Price**  
**Add      Deduct**

Alternative Price No. 1

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Time (in Days) \_\_\_\_\_

Alternative Price No. 2

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Time (in Days) \_\_\_\_\_

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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

[Date]  
[Section Name]  
[Section]



## Appendix 'C' – ITEMIZED PRICES

(To be submitted within forty eight [48] hours of bid closing, upon request)

Project/Contract:

Project/Contract No.:

From (Bidder):

company name

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

We, the above named bidder, provide the breakdown of items of Work included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. It is understood that these itemized prices are provided for information purposes only and will not be used to modify the scope of the Work or adjust our bid price. These prices do **NOT** include Value Added Taxes.

Item of Work

Itemized Price

**BID INFORMATION TO BE SUBMITTED ON-LINE**

[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*

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

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.

Unit of Work

Unit Price (\$)  
Add      Deduct

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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

[Date]  
[Section Name]  
[Section]



## Appendix 'E' – LIST OF CASH ALLOWANCES

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

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

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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

[Date ]  
[Section Name ]  
[Section ]



## Appendix F - FAXED BID AMENDMENT

(To be used where required)

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
Online**

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)	\$ _____	\$ _____

	ADD / SUBTRACT
AMENDMENT TO BID PRICE (in writing)	_____

AMENDMENT TO TIME: We agree to attain Substantial Performance

**Amend our Required Alternative, Itemized or Unit Prices to**

**Note: These prices are completely new prices as per C/P**  
**price or in time are not a subtraction from or addition**

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

**Changes in  
Unit Prices.**

**(Subtraction from Bid Price)**

The amended change in time is:

\_\_\_\_\_ days.

The amended change in time is:

\$ \_\_\_\_\_

\_\_\_\_\_ days.

Other amendment:

\_\_\_\_\_ (please 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.

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[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.