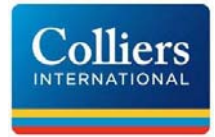


City of Clarence-Rockland Fire Station

SUPPLEMENTARY CONDITIONS TO CCDC 14 – 2013

820723-0040(1.0)



The following supplementary conditions (SC) are to be added to the CCDC 14 – 2013 contract related to this project. These conditions add, delete and modify clauses as indicated below. These conditions override the General Conditions (GC) of the CCDC 14 – 2013 contract document.

No. Text

GENERAL CONDITIONS

GC 1.1 Contract Documents

SC1 Add the following new paragraphs 1.1.11 and 1.1.12:

"1.1.11 Drawings shall be prepared using compatible computer aided drafting software. The final *Construction Documents* shall form a complete set, fully coordinated both between drawings and specifications and between architectural, structural, mechanical, electrical, civil and other disciplines that pertain to the Project, all in a manner to ensure consistency as well as completeness of the *Contract Documents*.

1.1.12 The *Consultant* shall prepare all required as-built and record drawings using computer aided drafting software, in accordance with the *Owner's* standard level scheme, showing all changes in the Work made during construction based on Change Orders, the *Consultant's* instructions, and on marked-up prints, drawings and other data furnished by the *Design-Builder* to the *Consultant*. As-built and record drawings shall accurately show in graphic form the as-built position of all revised building elements properly cross-referenced with revision notes as to their origin."

GC 1.5 Confidentiality

SC2 Add new paragraph 1.5.2 as follows:

"1.5.2 The *Design-Builder* acknowledges that the *Owner* is subject to the requirements of the Freedom of Information and Protection of Privacy legislation, the requirements of which supersede any of the provisions of this *Contract* and that the *Owner* intends to make the *Contract* part of the public record."

GC 2.1 Owner's Information

SC3 Replace paragraph 2.1.2 as follows:

"2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* when that information is provided in writing by the *Owner* or the *Owner's representative*."

GC 2.3 Owner's Advisor

SC4 Add to the end of paragraph 2.3.2:

"In all cases, the *Owner* may assign any of its duties, responsibilities and limitations under the *Contract* to the *Owner's Advisor*."

No. Text

- SC5 Add new paragraph 2.3.5 as follows:
"2.3.5 The *Owner's Advisor* shall:
.1 Interpret, in the first instance, the requirements of the *Owner's Statement of Requirements* and make findings as to the performance thereunder by both the *Owner* and the *Design-Builder* and provide the results of such findings to both the *Owner* and the *Design-Builder*, without showing partiality to either the *Owner* or the *Design-Builder*, provided that the *Design-Builder* shall not be bound by any such interpretations or findings; and
.2 Interpret and make findings, in the first instance, of claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* and provide the interpretation and findings to both the *Owner* and the *Design-Builder*, without showing partiality to either the *Owner* or the *Design-Builder*, provided that the *Design-Builder* shall not be bound by such interpretations or findings."

GC 2.5 Owner's Review of the Design and the Work

- SC6 Delete paragraph 2.5.3, in its entirety and replace it with the following:
"2.5.3 Nothing in the *Contract*, including any review or acceptance or opportunity to review or accept the design, shall make the *Owner* or the *Owner's Advisor* responsible for the design of the *Work*, the *Drawings* and *Specifications* or any other aspect of the *Work* or any other *Contract Documents* prepared by or on behalf of the *Design-Builder*, including compliance of any of the foregoing with the *Owner's Statement of Requirements* and other requirements of the *Contract* and the *Design-Builder* shall, notwithstanding any review or acceptance of any of the foregoing under the *Contract*, remain solely liable and responsible for compliance of the foregoing with the *Owner's Statement of Requirements* and all other requirements of the *Contract*."

GC 2.6 Work by Owner or Other contractors

- SC7 Delete clause 2.6.2.1 entirely.
SC8 Delete clause 2.6.2.2 entirely.
SC9 Add new clause 2.6.3.4 as follows:
"2.6.3.4 assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of the Work;"
SC10 Add new clause 2.6.3.5 as follows:
"2.6.3.5 Provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Design Services* and the *Work*."

GC 3.1 Control of the Design Services and the Work

- SC11 Add the following words at the end of sentence 3.1.1:
"Including identifying it the requirements for *Owner* supplied information in its schedule and explicitly providing the *Owner* with sufficient notice for the *Owner* to reasonably provide the information without delaying the *Design-Builder's* performance of the *Contract*."
SC12 Delete paragraph 3.1.4 entirely.



No. Text

SC13 Replace paragraph 3.1.5 as follows:

“Upon the *Owner’s* request, the *Design-Builder* shall promptly provide the *Owner* with copies of the *Design-Builder’s* service agreements with their *consultant and sub-consultants.*”

SC14 **GC 3.3 Role of the Consultant**

Replace paragraph 3.3.2 as follows:

“The duties, responsibilities and limitations of authority of the *Consultant* shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.”

GC 3.10 Shop Drawings

SC15 Add new clause 3.10.3.3 as follows:

“3.10.3.3 had the Shop Drawings reviewed by the Consultant and Other Consultants as appropriate.”

GC 5.2 Applications for Progress Payment

SC16 Add the following to the end of paragraph 5.2.3:

“*Claims for Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* may be considered for payment on an individual basis, provided such *Products* are *Project* specific and cannot readily be used elsewhere and are supported by such evidence as the *Owner* may reasonably require to establish the value and delivery of the *Products*. The *Owner* and *Design-Builder* shall make satisfactory arrangements such that said materials can be readily identified where they are stored.”

GC 5.3 Progress Payment

SC17 Replace paragraph 5.3.1.3 as follows:

“the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement PAYMENT on or before *30 calendar days* after the later of:

- Receipt by the *Payment Certifier* of the application for payment
- Receipt by the *Payment Certifier* of the reviewed and adjusted payment application as may be required.
- Receipt by the *Owner* once received from the *Payment Certifier*
- The last day of the month following the payment period for which the application for payment is made.

SC18 **GC 5.5 Payment of Holdback upon Substantial Performance of the Work**

Delete paragraph 5.5.3 in its entirety.

GC 5.7 Final Payment

SC19 In paragraph 5.7.2 replace the words “calendar days” with the words:

“*Working Days*”

SC20 In paragraph 5.7.4 replace the words “5 calendar days” with the words:

“*30 Calendar Days*”



No. Text

GC 6.1 Owner's Right to Make Changes

SC21 Add new paragraph 6.1.3 as follows:

"6.1.3 Where, as a result of any change that results in an increase in Contract Price that is eligible for additional overhead, profit or a percentage fee, the total of all overhead, profit and percentage fees for the change shall not exceed:

.1 *Design-Builder's* mark-up on work by its own forces:

Overhead 7%

Profit 5%

.2 *Design-Builder's* mark-up on *Subcontractor's* work:

Overhead 5%

Profit 5%

.3 *Subcontractor's* mark-up on its own work:

Overhead 7%

Profit 5%

GC 6.3 Change Directive

SC22 Delete sub-paragraphs 6.3.7.7 and 6.3.7.16

GC 7.3 Design-Builder's Right to Suspend the Design Services or Work, or Terminate the Contract

SC23

In paragraph 7.3.4, revise "5 *Working Days*" to read:

"15 *Working Days*".

GC 9.1 Protection of Work and Property

SC24 Delete the period at the end of sentence 9.1.1.2 and replace with a semicolon and add to the end of the paragraph:

"Provided the foregoing shall not relieve the *Design-Builder* from its own negligence or the negligence of those for whom the *Design-Builder* is at law responsible nor for any breach of the *Contract* by the *Design-Builder*."

GC 9.4 Construction Safety

SC25 Add new paragraph 9.4.2 as follows:

"9.4.2 Without restricting the generality of GC 9.4.1, the *Design-Builder* acknowledges that it is the "constructor" and "employer" within the meaning of the Occupational Health and Safety Regulations of the *Place of Work* and the *Design-Builder* will carry out the duties and responsibilities of the constructor and employer with respect to the *Work*."



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GC 10.2 Laws, Notices, Permits and Fees

SC26 Add new paragraph 10.2.8 as follows:

"10.2.8 The *Design-Builder's* compliance with applicable statutes, or regulations made there under, or by-laws, shall not relieve the *Design-Builder* of obligations set out in the *Contract Documents* which may be more onerous or extensive than the requirements of those statutes, regulations or by-laws."

GC10.4 Worker's Compensation

SC27 Revise paragraph 10.4.1 as follows:

"Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for all other payments, including monthly payment certificates, the *Design-Builder* shall provide evidence of compliance with worker's compensation legislation at the *Place of Work*, including payments due thereunder."

GC 11.1 Insurance

SC28 Add new paragraph 11.1.1.2.1 as follows:

"Comprehensive Liability Insurance in an amount not less than \$5,000,000.00 inclusive per occurrence to cover all claims of bodily injury, death, or damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Proponent and the City as well as Colliers Project Leaders Inc. shall be named as an additional insured of the policy. This policy must not contain a limitation, exclusion or restriction that would otherwise limit coverage for loss cause by failure to perform."

SC29 Add new paragraph 11.1.1.3.1 as follows:

"Automobile Liability Insurance for the owned/non-owned vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damaged to property."

SC30 Replace paragraph 11.1.1.4 as follows:

"Aircraft and watercraft liability insurance not required."

SC31 In paragraph 11.1.1.9, revise "aggregate limit of not less than \$2,000,000"

"aggregate limit not less than \$5,000,000"

GC 12.5 Warranty

SC32 Replace paragraph 12.5.1 as follows:

"Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is two years from the date of *Substantial Performance of the Work*".

SC33 Add the following words to end of GC 12.5.4:

"The term "defect" shall not be construed as embracing such imperfections as would naturally follow misuse, failure to perform recommended maintenance, accident, or the wear and tear of normal use. For Greater certainty:

- .1 Any manufactured item or material, which when used as directed, shall be capable of such use for the duration of the specified warranty period. Failure to comply with this requirement shall be considered as being a "defect".



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- .2 The costs of investigations, tests, repairs and/or replacement and the making good of any resulting damage shall be borne by the *Design-Builder*. The *Design-Builder* shall be responsible for ensuring that all required, corrective, remedial or replacement *Work* is performed without undue delay; and
- .3 The carrying out of any corrective, remedial or replacement *Work* and making good of defects shall be executed at such times as shall be convenient for the *Owner*, which may entail overtime *Work* on the part of the *Design-Builder*. The *Owner* shall give notice of observed defects promptly. Additional charges for overtime *Work* in this regard, prior to the expiry of the warranty, shall be borne by the *Design-Builder*. The *Owner* reserves the right to carry out a detailed and exhaustive inspection of the *Project* with regard to all *Work* carried out under this *Contract* and the *Design-Builder* shall be required to make good, or correct, repair or replace the defective or unsatisfactory materials and/or workmanship such inspection shall have disclosed."

SC34

Replace paragraph 12.5.6 as follows:

"Any extended warranties as required beyond the two year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder's* responsibility with respect to extended warranties shall be limited to obtaining any such warranties from the warrantor. The obligation under such extended are sole the responsibilities of the warrantor."

SC35

Add new paragraphs 12.5.9 as follows:

12.5.9 The *Design-Builder* shall make good in a permanent manner, satisfactory to the *Owner*, any and all damage to the *Work* both during demolition and during the period of warranty as aforesaid. The *Design-Builder* shall commence repairs on any *Work* identified as defective within 10 *Working days* of receipt of notice from the *Owner*."