

**1. The following additional revisions have been made to the Amendments to CCDC2 Stipulated Price Contract 2020:**

**Agreement between Owner and Contractor**

**Article A-12 LIQUIDATED DAMAGES**

Article A-12 has been revised to provide a liquidated damages grace period. A new paragraph 12.2 has been added as follows:

- 12.2** The liquidated damages referred to above shall be subject to a 60 Day ‘grace period’ such that liquidated damages will be waived in the event that the Contractor achieves Substantial Performance of the Work and/or Total Performance of the Work within 60 Days of the date(s) specified in Paragraph 1.3 of Article A-1. However, in the event that the Contractor fails to achieve Substantial Performance of the Work, or Total Performance of the Work, within 60 Days of specified date(s), the Region shall have the right to dispense with the applicable ‘grace period’ and assess liquidated damages retroactively to the first Day after the specified completion date.

**General Conditions of the Contract**

**GC 2.4 DEFECTIVE WORK**

The time period to correct defective work in paragraph **2.4.5** has been increased from 10 Business Days to 20 Business Days:

- 2.4.5** The *Contractor* shall pay the *Owner* for costs incurred by the *Owner*, the *Owner’s* own forces or the *Other Contractors*, for work destroyed or damaged or any alterations necessitated by the *Contractor’s* removal, replacement or re-execution of defective work within 20 Business Days upon receipt of the *Owner’s Notice in Writing*. The *Owner* may appoint the *Contractor* to rectify any such deficiencies at the *Contractor’s* expense.

Paragraph 2.4.6 has been amended to include the words “acting reasonably” after the word “Owner” as follows:

- 2.4.6** If in the opinion of the Consultant or Owner, acting reasonably, it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the value of such work as is necessary to correct any non-compliance with the Contract Documents, the amount of which will be determined by the Owner acting reasonably and in accordance with GC 5.12 - WITHHOLDING OF PAYMENT.

**GC 3.7 – LABOUR AND PRODUCTS ~~Labour and Products~~ has been amended as follows:**

Paragraph **3.7.5** has been revised to clarify that it is-does not apply if the lien is for amounts the Owner has wrongfully and in breach of its obligations failed to pay the Contractor (the additional language is underlined):

- 3.7.5** If a lien action is commenced against the Owner or the Region and such action arises out of or relates to a lien that was registered or otherwise preserved by a Subcontractor, Supplier,

labourer, mechanic or any other lien claimant or person claiming under or through the Contractor or in respect of the Work (and provided the lien is not for amounts that the Owner has, wrongfully and in breach of its obligations, failed to pay the Contractor), the Contractor shall indemnify and hold the Owner and the Region harmless in such action and take all reasonable steps to remove the Owner and/or the Region from such action. Without limiting the foregoing, the Owner may, at its option, require the Contractor to defend the Owner and/or the Region in the action or the Owner may assume carriage and control of the action. Any costs the Owner and the Region incurs or suffers as a result of such action, including legal costs, may be deducted by the Owner from any monies otherwise due or that may become due to the Contractor.

## **GC 6.5 – DELAYS**

Paragraphs **6.5.1** and **6.5.2** have been revised to allow the Contractor to be reimbursed for its reasonable additional costs incurred as result of the delays specified in these paragraphs, as follows:

- 6.5.1** If the *Contractor* is delayed in the performance of a critical path activity on the *Construction Schedule* by an act or omission of the *Owner, Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall also be reimbursed by the *Owner* for ~~only the actual~~ its reasonable additional costs incurred as a result of the delay, excluding any mark-ups or payments to staff not employed full time at the *Site*.
- 6.5.2** If the *Contractor* is delayed in the performance of a critical path activity on the *Construction Schedule* by a stop work order issued by a court or other public authority and provided that such order was not issued as a result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly and provided that such order was issued as a result of an act or omission of the *Owner* contrary to the *Contract Documents*, resulting in the failure of the *Contractor* to attain *Substantial Performance of the Contract* or *Total Performance of the Contract* by the dates stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend. The *Contractor* shall also be reimbursed by the *Owner* for ~~only the actual~~ its reasonable additional costs incurred as a result of the delay, excluding any mark-ups or payments to staff not employed full time at the *Site*.

Paragraph **6.5.3** has been amended to provide the Contractor with an extension of the Contract Time if the Contractor is delayed in performance of a critical path activity by delays in delivery of the pre-fabricated structure for construction of a helicopter hangar required under the Contract Documents or obtaining permits required to commence or continue the Work, which are not caused by acts or omissions of the Contractor, as follows:

- 6.5.3** If the *Contractor* is delayed in the performance of a critical path activity on the *Construction Schedule* by:

- .1 any labour disputes, strikes or lock-outs affecting the *Work* or the *Project*,
- .2 fire or unusual delay by common carriers,
- .3 abnormally adverse weather conditions, ~~or~~
- .4 delays in delivery of the pre-fabricated structure for construction of a helicopter hangar required in the Contract Documents, which are not caused by acts or omissions of the Contractor, ~~or~~
- .5 delays in obtaining permits required to commence or continue the Work, which are not caused by acts or omissions of the Contractor, or
- .4546 any other cause which could not be reasonably anticipated to occur during the course of a construction project, which the *Owner* deems to be beyond the *Contractor's* (including any *Subcontractor's*) reasonable control (other than financial incapacity) other than one resulting from a default or breach of *Contract* by the *Contractor*. For the purpose of this provision, delays in the *Supply* or delivery of materials, *Products* and/or equipment (with the exception of the materials referenced in clause 6.5.3.4), or arising from the breakdown of equipment, do not constitute causes which are beyond the *Contractor's* control.

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays, unless such delays result from the actions of the *Owner*, *Consultant* or anyone employed or engaged by them directly. Notwithstanding the foregoing, the *Contractor* shall use its best efforts to minimize the impact of such event upon the performance of the *Work* and *Contract Time*...

Paragraph 6.5.4 has been amended to increase the time period for provision of the notice of delay from 5 to 10 Working Days as follows:

- 6.5.4** No compensation for delay shall be paid to the *Contractor*, and no extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* and *Owner* not later than 5-10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary. Without limiting the generality of the foregoing, the following shall also apply to the event of delay dealt with by paragraphs 6.5.1, 6.5.2 or 6.5.3...

## **2. The following revisions have been made to the Request for Tender (RFT) Document:**

**Section 1.9** – Irrevocability Period has been amended to reduce the Irrevocability Period from 30-60 to 45 Days as follows:

### **1.9 Irrevocability Period**

Bids shall be irrevocable for a period of forty five (45) days after the Closing Time.

## **3. The following revisions have been made to the Supplementary Conditions Document:**

## **SC 5. CRITICAL PATH SCHEDULE**

Section SC 5 of the Supplementary Conditions has been revised to increase the time period for submission of the Contractor's initial construction schedule from 10 to 20 Working Days, as follows

### **Frequency of Schedule Submissions**

The Contractor shall submit four colour paper copies and one electronic copy of its initial construction schedule to the Board within ~~ten~~ twenty (20) Working Days of receipt of notification of acceptance of its Bid.