

**CCDC 14**

# Design-Build Stipulated Price Contract

# 2 0 1 3

Whistle Bend School Design-Build  
Whitehorse, Yukon

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Private-Sector Owners

\*The Association of Consulting Engineering Companies-Canada

\*The Canadian Construction Association

\*Construction Specifications Canada

\*The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

This document has also been endorsed by the Canadian Design-Build Institute.



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## TABLE OF CONTENTS

### AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

- A-1 Design Services and the Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

### DEFINITIONS

- Change Directive
- Change Order
- Construction Documents
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Design-Builder
- Design Services
- Drawings
- Notice in Writing
- Other Consultant
- Owner
- Owner's Advisor
- Owner's Statement of Requirements
- Payment Certifier
- Place of the Work
- Product
- Project
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

### GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

#### PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment
- GC 1.5 Confidentiality

#### PART 2 OWNER'S RESPONSIBILITIES

- GC 2.1 Owner's Information
- GC 2.2 Role of the Owner
- GC 2.3 Owner's Advisor
- GC 2.4 Role of the Payment Certifier
- GC 2.5 Owner's Review of the Design and the Work
- GC 2.6 Work by Owner or Other Contractors

#### PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

- GC 3.1 Control of the Design Services and the Work
- GC 3.2 Design-Builder's Review of Owner's Information
- GC 3.3 Role of the Consultant
- GC 3.4 Other Consultants, Subcontractors, and Suppliers
- GC 3.5 Construction Documents
- GC 3.6 Design Services and Work Schedule
- GC 3.7 Supervision
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Non-Conforming Design and Defective Work

### PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

### PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Deferred Work
- GC 5.9 Non-conforming Design Services and Work

### PART 6 CHANGES IN THE CONTRACT

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

### PART 7 RIGHT TO SUSPEND OR TERMINATE

- GC 7.1 Owner's Right to Suspend the Design Services or Terminate the Contract Before the Work Commences
- GC 7.2 Owner's Right to Perform the Design Services or Work, Terminate the Design-Builder's Right to Continue with the Design Services or Work, or Terminate the Contract
- GC 7.3 Design-Builder's Right to Suspend the Design Services or Work, or Terminate the Contract

### PART 8 DISPUTE RESOLUTION

- GC 8.1 Negotiation, Mediation and Arbitration
- GC 8.2 Retention of Rights

### PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances and Materials
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

### PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

### PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

### PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

- GC 12.1 Definition and Survival
- GC 12.2 Indemnification
- GC 12.3 Limitation of Liability for Design Services
- GC 12.4 Waiver of Claims
- GC 12.5 Warranty

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**AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

For use when a stipulated price is the basis of payment.

This Agreement made on the 27 day of July in the year 2021.

by and between the parties:

Highways and Public Works

---

hereinafter called the "Owner"

and

Ketza Construction Corporation

---

hereinafter called the "Design-Builder"

The Owner and the Design-Builder agree as follows:

**ARTICLE A-1 DESIGN SERVICES AND THE WORK**

The Design-Builder shall:

- 1.1 provide the *Design Services*, and
- 1.2 perform the *Work* for

Whistle Bend School Design-Build  
Whitehorse, Yukon

---

*insert above the name of the Work*

located at

Lot 120, Whistle Bend Whitehorse, Yukon

---

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

Ketza Construction Corporation

---

*insert above the name of the Consultant*

is acting as, and is hereinafter called, the "Consultant", and for which

Colliers Project Leaders Inc.

---

*insert above the name of the Payment Certifier*

is acting as, and is hereinafter called the *Payment Certifier*, and for which

Colliers Project Leaders Inc.

---

*insert above the name of the Owner's Advisor*

is acting as, and is hereinafter called the *Owner's Advisor*<sup>\*</sup>,  
(\*Strike out if none appointed)

Reset

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- 1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance* of the Work by the 30 day of September in the year 2023.

#### ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for in the *Contract Documents*.

#### ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK:
- Agreement Between Owner and Design-Builder
  - Definitions in this *Contract*
  - General Conditions of this *Contract*
  - Owner's Statement of Requirements, consisting of the following (list those written requirements and information constituting those documents intended to comprise the Owner's Statement of Requirements):

- Construction Documents

\*

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents, e.g. Supplementary Conditions; Proposals; Specifications (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); Drawings (giving drawing number, title, date, revision date or mark); Addenda (giving title, number, date).

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**ARTICLE A-4 CONTRACT PRICE**

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

\_\_\_\_\_/100 dollars \$ \_\_\_\_\_

4.2 *Value Added Taxes* (of \_\_\_\_\_ %) payable by the *Owner* to the *Design-Builder* are:

\_\_\_\_\_/100 dollars \$ \_\_\_\_\_

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

fourty two million eight hundred one thousand five hundred seventy four hundred and eighty seven cents /100 dollars \$ 42,801,574.87

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 Amounts are in Canadian funds.

**ARTICLE A-5 PAYMENT**

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of five percent ( 5 %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* the unpaid balance of the holdback amount when due, together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Design-Builder* the unpaid balance of the *Contract Price* when due, together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

\_\_\_\_\_  
(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

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- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

**Owner**

## Highways and Public Works

name of Owner\*

2703 P.O.Box 2703 Whitehorse Yukon, Y1A 2C6

Address

facsimile number

Miguel.Marques@Yuko.ca

email address

**Design-Builder**

## Ketza Construction Corporation

name of Design-Builder\*

107 Platinum Road Whitehorse, Yukon Y1A 5M3

Address

facsimile number

ebroham@ketza.ca

email address

**Owner's Advisor\*\***

## Colliers Project Leaders Inc.

name of Owner's Advisor\*

230-2237 2nd Avenue Whitehorse, Yukon Y1A 0K7

Address

facsimile number

kyle.humphreys@colliersprojectleaders.com

email address

\* If it is intended that the notice must be received by a specific individual, indicate that individual's name.

\*\* Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR. [Reset](#)

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French\*\*\* language shall prevail.

\*\*\* Complete this statement by striking out the inapplicable term.

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- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

# ARTICLE A-8 SUCCESSION


- 8.1 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

**In witness whereof** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

## WITNESS

  
signature  
ELISHA SIDOUN  
name of person signing

\_\_\_\_\_  
signature  
\_\_\_\_\_  
name of person signing


## WITNESS

  
signature  
Michael Watts  
name of person signing

\_\_\_\_\_  
signature  
\_\_\_\_\_  
name of person signing

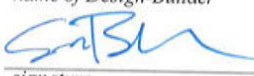
## OWNER

Highways and Public Works

N. S. Clarke  
name of Owner  
  
signature  
Minister H.P.W.  
name and title of person signing

## DESIGN-BUILDER

Ketza Construction Corporation

\_\_\_\_\_  
name of Design-Builder  
  
signature  
Eric Bohman, Partner  
name and title of person signing

- N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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## ARTICLE A-8 SUCCESSION

8.1 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

**In witness whereof** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### OWNER

Highways and Public Works

\_\_\_\_\_  
*name of Owner*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

### DESIGN-BUILDER

Ketza Construction Corporation

\_\_\_\_\_  
*name of Design-Builder*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

### Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### Construction Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

### Construction Equipment

*Construction Equipment* means machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### Consultant

The *Consultant* is the person or entity identified as such in the Agreement. The *Consultant* is the architect, the engineer, or entity licensed to practise in the province or territory of the *Place of the Work* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

### Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

### Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

### Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK from the date of the Agreement to the date of *Substantial Performance of the Work*.

### Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

### Design Services

*Design Services* are the professional design and related services required by the *Contract Documents*.

### Drawings

The *Drawings* are the graphic and pictorial portions of the *Construction Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### Notice in Writing

A *Notice in Writing* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### Other Consultant

*Other Consultant* is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

### Owner

The *Owner* is the person or entity identified as such in the Agreement.

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**Owner's Advisor**

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

**Owner's Statement of Requirements**

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

**Payment Certifier**

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

**Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

**Product**

*Product or Products* means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Design-Builder* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Construction Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the necessary services for the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Owner* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Design-Builder* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the federal or any provincial or territorial government and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Design-Builder* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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## GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 If there is a conflict within the *Contract Documents*:
  - .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Design-Builder*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - the *Owner's Statement of Requirements*,
    - the *Construction Documents*,
  - .2 later dated documents shall govern over earlier documents of the same type, and
  - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

#### **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

#### **GC 1.5 CONFIDENTIALITY**

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

### **PART 2 OWNER'S RESPONSIBILITIES**

#### **GC 2.1 OWNER'S INFORMATION**

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 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* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

#### **GC 2.2 ROLE OF THE OWNER**

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

#### **GC 2.3 OWNER'S ADVISOR**

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any portion of the *Design Services* or the *Work*.

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- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

#### **GC 2.4 ROLE OF THE PAYMENT CERTIFIER**

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

#### **GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK**

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed is in accordance with the requirements of the *Contract Documents*. If the *Work* is not in accordance with the requirements of the *Contract Documents*, the *Design-Builder* shall correct the *Work* and pay the cost of examination and correction. If the *Work* is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay all costs incurred by the *Design-Builder* as a result of such examination and restoration.

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## GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 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*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Design Services* and the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Owner* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Design Services* or with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

## PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

### GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
  - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

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- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or, completed, the *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

### **GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION**

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

### **GC 3.3 ROLE OF THE CONSULTANT**

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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### GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

- 3.4.1 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
1. enter into contracts or written agreements with *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
  2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
  3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
  4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

### GC 3.5 CONSTRUCTION DOCUMENTS

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

### GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- 3.6.1 The *Design-Builder* shall:
1. promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
  2. monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  3. advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

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### GC 3.7 SUPERVISION

- 3.7.1 The *Design-Builder* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Design-Builder* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

### GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

### GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

### GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

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- 3.11.4 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the work performed under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Design-Builder's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and the actual cost of the work performed under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

### **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Design-Builder Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Design Services* and the *Work* progress.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

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- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
  - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Payment Certifier* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing the *Work*.

### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder* shall:
  - .1 submit an application for payment of the holdback amount,
  - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

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- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Design-Builder*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

## GC 5.8 DEFERRED WORK

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of work that cannot be performed, payment in full for that portion of the *Design Services* or *Work* which has been performed as certified by the *Payment Certifier* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portions of the *Design Services* and *Work* are finished, only such amount that the *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

## GC 5.9 NON-CONFORMING DESIGN SERVICES AND WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

## PART 6 CHANGES IN THE CONTRACT

### GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

### GC 6.2 CHANGE ORDER

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change.
- 6.2.2 When the *Owner* and *Design-Builder* agree to the adjustments in the *Contract Price* and *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Design-Builder's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

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- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Design-Builder*, for personnel:
    - (1) stationed at the *Design-Builder's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, coordination drawings, and project record drawings; or
    - (4) engaged in the processing of changes in the *Design Services* or in the *Work*;
  - .2 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
  - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Design-Builder's* field office;
  - .8 deposits lost;
  - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
  - .10 the amounts of all subcontracts;
  - .11 quality assurance such as independent inspection and testing services;
  - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
  - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
  - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
  - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .17 removal and disposal of waste products and debris; and
  - .18 safety measures and requirements.
- 6.3.8 Notwithstanding other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Owner* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Design-Builder's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.

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- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Design-Builder* discovers conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by:
  - .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
  - .2 fire, unusual delay by common carriers or unavoidable casualties, or
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
 then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

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incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* directly or indirectly.

- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Owner* no later than 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.
- 6.5.5 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

#### **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party, to give the other party the opportunity to take actions to mitigate the claim.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
  - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at regular intervals as agreed between the parties, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

### **PART 7 RIGHT TO SUSPEND OR TERMINATE**

#### **GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES**

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

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**GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Design-Builder Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.2.4 If the *Design-Builder* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
  - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
  - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
  - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
  - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
  - .4 charge the *Design-Builder* the amount by which:
    - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
    - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
  - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

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### **GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- 7.3.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
  - .2 make reasonable efforts to delay *Product* deliveries, and
  - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, the parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing*, setting out particulars of the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

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- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, appoint a Project Mediator:
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*,
 whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

## **GC 8.2 RETENTION OF RIGHTS**

- 8.2.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.4.
- 8.2.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
  - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

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- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

## **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Design-Builder* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Design-Builder* shall:
- .1 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by legislation applicable to the *Place of the Work*, and
  - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Design Builder* or anyone for whom the *Design Builder* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

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- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided in paragraphs 9.2.7 or 9.2.8.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.
- 9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:
  - .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
  - .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

### GC 9.5 MOULD

- 9.5.1 If the *Design-Builder* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
  - .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Design-Builder* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould.
- 9.5.2 If the *Owner* and *Design-Builder* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.
- 9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder's* own expense:
  - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.2, and
  - .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
  - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Design-Builder* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

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.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Design-Builder* fails to advise the *Owner* in writing and fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes, the *Design-Builder* shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

- 10.3.1 The *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

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## GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
  - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years.
  - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
  - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
    - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitation, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; or
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .7 The “all risks” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Design-Builder* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Design-Builder* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Design-Builder* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
    - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

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- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

## **GC 11.2 CONTRACT SECURITY**

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## **PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY**

### **GC 12.1 DEFINITION AND SURVIVAL**

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

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## GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
    - (2) a breach of this *Contract* by the party from whom indemnification is sought; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 of the Agreement – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.
- 12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.
- 12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.
- 12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Design-Builder's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known; and
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- 12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:
- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
  - .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

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## GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
  - .4 damages arising from the *Design-Builder's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.5 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

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- .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

## GC 12.5 WARRANTY

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one 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 extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.



# CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions

0037

The Articles of Agreement between Owner and Design Builder, the General Conditions of the Canadian Standard Construction Document Design-Build Stipulated Price Contract CCDC 14 – 2013, these Standard Supplementary General Conditions, and any Project Specific Terms and Conditions (if applicable) shall apply to, modify, and be incorporated into this Contract.

## AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

### ARTICLE A-1 THE WORK

**○ Add the following Article after Article 1.3:**

- “1.4 The Design-Builder shall adhere to the Construction Schedule and the Critical Dates for the progress of the Design Services and the Work.
- 1.5 Except for Design Services or Work required to be performed during the warranty period, the Design-Builder shall meet the requirements for a final certificate of payment in accordance with GC 5.7 – FINAL PAYMENT and full completion of the Design Services and Work in accordance with the Contract within 60 calendar days after the date for Substantial Performance of the Work, unless otherwise agreed to in writing by the parties.”

### ARTICLE A-2 AGREEMENTS AND AMENDMENTS

**○ Delete Article 2.1 in its entirety and replace with the following:**

- “2.1 This Contract, which includes the Contract Documents, constitutes the entire agreement between the parties in respect of the subject matter of this Contract and supersedes all prior negotiations, representations (whether written or oral), communications, and other agreements in respect of it, unless they are specifically incorporated by reference into this Contract. If applicable, where a conflict exists between any term of this Contract and a term of the bidding documents, the terms of this Contract shall prevail.”

### ARTICLE A-3 CONTRACT DOCUMENTS

**○ Delete Article 3.1 in its entirety and replace with the following:**

- “3.1 The Design-Builder shall perform the Design Services and the Work in accordance with the following Contract Documents:
- .1 any amendments to the Contract Documents;
  - .2 Project Specific Supplementary General Conditions (if applicable);
  - .3 Government of Yukon Standard Supplementary General Conditions;
  - .4 the Owner’s Statements of Requirements;
  - .5 Agreement Between Owner and Contractor;
  - .6 Definitions;
  - .7 General Conditions;
  - .8 Construction Documents; and
  - .9 Proposal Abstracts (if applicable)
  - .10 Drawings (if applicable)”

### ARTICLE A-4 CONTRACT PRICE

**○ Delete Articles 4.1 to 4.2 in their entirety and replace with the following:**

- “4.1 The Contract Price and total amount (including Value Added Taxes, if applicable) payable by the Owner to the Design-Builder for the Design Services and construction of the Work shall not exceed the total amount stated in Article 4.3.
- 4.2 The Design Services and the Work under this Contract is being purchased by the Owner for a public purpose and is not subject to the Goods and Services Tax or Harmonized Sales Tax (“GST/HST”). The Contractor shall not add or include the GST/HST in any invoices or payments due and payable by the Owner for the work performed under this Contract.”

### ARTICLE A-5 PAYMENT

**○ Delete the first two lines of Article 5.1 in their entirety, and replace with the following:**

- “5.1 The Owner shall, in accordance with any applicable legislative requirements and subject to the terms of this Contract, holdback the following amount from the Contract Price:
- Delete sub-articles 5.1.1 to 5.1.3 and Articles 5.2 to 5.3 in their entirety, and replace with the following:**
- “1 make progress payments to the Design-Builder on account of the Contract Price when due;
  - .2 upon Substantial Performance of the Work, pay to the Contractor the unpaid balance of the holdback amount when due; and
  - .3 upon the issuance of the final certificate for payment, pay to the Design-Builder the unpaid balance of the Contract Price when due, subject to any outstanding items to be completed or corrected and any warranty holdback (if applicable).

- 5.2 The Owner and its obligation to pay the *Design-Builder* under this Contract is subject to the Yukon's *Financial Administration Act*, in particular, section 24(2) which reads as follows: "It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."
- 5.3 In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may set off any liability arising from the *Design-Builder* to the Owner under this Contract or in relation to the Work against any liability arising from the Owner to the *Design-Builder*. The Owner may withhold amounts payable to the *Design-Builder*, or deduct from amounts payable to the *Design-Builder* a reasonable amount sufficient to cover any costs, expenses, or liability which the Owner may incur related to or arising from the *Design-Builder's* breach or failure to comply with the terms and requirements of this Contract.
- 5.4 If either party fails to make payments within 30 days from when they become due under the terms of the Contract or in an award by arbitration or court, interest at the current Bank of Canada rate (as it may change from time to time) shall be applied to such unpaid amounts, and become due and payable until payment is made. Such interest shall be compounded on a monthly basis. For greater certainty, Article 5.4 shall apply to the settlement amount of any claim in dispute between the Parties, including any dispute resolved pursuant to Part 8 – DISPUTE RESOLUTION. Interest shall accrue beginning from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid. The Owner shall not be liable to pay interest where the Owner is not responsible or lawfully required to pay the *Design-Builder*."

#### **Article A-8      SUCCESSION**

**○ Add the following Articles after Article 8.1:**

- "8.2 Each party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a party has been properly authorized and empowered to enter into and execute this Contract.
- 8.3 This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document."

## DEFINITIONS

- **Delete the definition of “Contract Price” in its entirety and replace with the following:**

### **“Contract Price**

The *Contract Price* means the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE and includes all costs or expenses to perform the *Design Services* and the *Work*, including, but not limited to all costs or expenses related to: mobilization and demobilization; labour (including specialized labour), supervision, management, administration, and overhead; preparation and administration of *Construction Documents*, travel and accommodation; *Construction Equipment* and other equipment and materials; *Temporary Work*; supplies and related services; site security and clean up; freight, handling, transportation and delivery of equipment, materials or supplies; foreign, federal, provincial, territorial and municipal taxes and duties (if applicable); health and safety requirements; environmental and other regulatory requirements, including, but limited to: permitting and other regulatory approvals; bonding/contract security and insurance requirements; and any other ancillary costs or expenses arising from or related to the above in the performance of the *Work*.”

- **Delete the definition of “Contract Time” in its entirety and replace with the following:**

### **“Contract Time**

The *Contract Time* means the timeframe from commencement of the *Work* stipulated in Article 1.3 of the Agreement – DESIGN SERVICES AND THE WORK to the end of the warranty period stipulated under GC 12.5 – WARRANTY.”

- **Delete the definition of “Substantial Performance of the Work” in its entirety and replace with the following:**

### **“Substantial Performance of the Work**

The *Substantial Performance of the Work* means when the *Design Services* are complete and the *Work* is ready for use or is being used for the purpose intended in accordance with the *Contract*, and is so certified by the *Payment Certifier* and the *Owner*.”

- **Delete the definition of “Work” in its entirety and replace with the following:**

### **“Work**

The *Work* means the total construction and related services required by the *Contract Documents* and every thing necessary to ensure timely and proper completion of the *Project*, but does not include *Design Services*.”

- **Delete the definition of “Working Day(s) in its entirety and replace with the following:**

### **“Working Day(s)**

*Working Day* means a day that is not a Saturday, Sunday, or statutory holiday in the Yukon.”

- **Add the following definitions to Definitions**

### **“As Built Documents**

*As Built Documents* means the controlled and complete set of documents upon which the *Design-Builder* records each and every instance of differences between the *Work* as executed and the *Work* as designed and depicted in the *Contract Documents* and materials issued by the *Design-Builder* for performance of the *Work*.

### **Construction Schedule**

The *Construction Schedule* means the schedule for the performance of the *Design Services* and the *Work* as determined by the *Parties* pursuant to section GC 3.6 – DESIGN SERVICES AND WORK SCHEDULE and includes any amendments thereto in accordance with the *Contract*.

### **Critical Dates**

The *Critical Dates* means the dates identified under Article 1.3 of the Agreement – DESIGN SERVICES AND THE WORK and any dates identified in writing as critical, important, or material under the *Contract* or in the *Construction Schedule*.

### **OHSA**

The *OHSA* means the *Occupational Health and Safety Act*, R.S.Y. 2002, c.159, its regulations, and all safety regulations applicable to the *Place of the Work* (as amended).

### **Records**

The *Records* means any works, information, data (including field data and metadata), reports, documents, manuals, plans, drawings (including, but not limited to *Shop Drawings*), *Construction Documents*, *Owner’s Statement of Requirements*, *As Built Documents*, sketches, designs, specifications, diagrams, tender calls, certificates, illustrations, photos, videos, graphics, schedules, charts, inspection reports, permits, test results, product, correspondence, or materials that, directly or indirectly, are produced by the *Owner* or *Design-Builder*, its employees, *Consultants*, *Other Consultants*, *Subcontractors*, or *Suppliers* or produced under or related to the *Design Services*, the *Work* or this *Contract*, whether in electronic or written format.”

**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS****○ Delete subparagraph 1.1.6.1 in its entirety and replace with the following:**

“1.1 the order of priority of the documents, from highest to lowest, shall be:

- .1 any Change Orders to the Contract Documents;
- .2 Project Specific Supplementary General Conditions (if applicable);
- .3 Government of Yukon Standard Supplementary General Conditions;
- .4 the Owner's Statements of Requirements;
- .5 Agreement Between Owner and Design-Builder;
- .6 Definitions;
- .7 General Conditions;
- .8 Construction Documents; and
- .9 Proposal Abstracts (if applicable)
- .10 Drawings (if applicable)”

**○ Amend paragraph 1.1.7 by deleting the last sentence in the paragraph in line 5.****○ Delete paragraph 1.1.8 in its entirety and replace with the following:**

“1.1.8 The Owner may retain copies, including reproducible copies, of plans, sketches, graphic representations, Construction Documents and Contract Documents for information and reference in connection with the Owner's use and occupancy of the Design Services and Work, and completion of the Project. The Design-Builder and Consultant grants to the Owner a non-exclusive, irrevocable, perpetual, worldwide, fully-paid and royalty-free licence to make, copy, translate, use, produce or further develop any Contract Documents related to the Design Services or Work for the purposes of performing the Work or Contract or completing, operating or maintaining the Project. The Owner's licence includes the right to internally disclose the Contract Documents to other government organisations or third parties for information purposes. The Design-Builder and Consultant also agree to permanently waive all moral rights to the Contract Documents arising out of the licence above. The Design Builder and Consultant shall, without further consideration, promptly ensure or execute any agreements, arrangements and contracts in favour of the Owner with the Design-Builder, Consultant, Other Consultant, Subcontractors, Suppliers, and other related persons, to assign or grant the Owner a license to the foregoing in forms reasonably satisfactory to the Owner.”

**○ Delete paragraph 1.1.10 in its entirety and replace with the following:**

“1.1.10 All time limits and Critical Dates stated in this Contract are to be construed as being material and of the essence in this Contract.”

**○ Add the following paragraphs to the end of GC 1.1:**

“1.1.11 If any term of this Contract (in whole or in part) is determined to be invalid, illegal or otherwise void or unenforceable, it shall be severed from this Contract and the remaining terms of this Contract shall continue in full force and effect.

1.1.12 The Design-Builder shall promptly report to the Owner's Adviser and Owner any missing or erroneous critical dimensions the Design-Builder may discover or ought to have reasonably discovered in the Contract Documents. If a critical dimension has been omitted or is in error, the Design-Builder shall be responsible for rectifying or inserting the missing or erroneous dimension.

1.1.13 This Contract shall be interpreted according to the following provisions:

- .1 each requirement for a thing or action to be in accordance or in compliance with any standard, code or specification or other requirement or stipulation means that such thing or action is to exceed or at least equal that standard, code, specification or other requirement or stipulation;
- .2 all documents forming this Contract are complementary and what is called for by any one of them shall be as binding as if called for by all, except in the event of conflict, in which paragraph 1.1.6 shall apply;
- .3 If there is a conflict within the terms in the Contract Documents, the terms establishing the higher quality, manner or method of performing the Work, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, reliability, durability, performance and service will prevail; and
- .4 no rule of law will apply that would construe this Contract or any part of it against the party who drafted, prepared or put forward the Contract or any part of it.”

**GC 1.2 LAW OF THE CONTRACT****○ Delete paragraph 1.2.1 in its entirety and replace with the following:**

- “1.2.1 This Contract will be deemed to have been made in and will be interpreted and enforced by the courts in Yukon and in accordance with the laws in force in the Yukon, without regard to conflict of law principles.” 0041

#### **GC 1.4 ASSIGNMENT**

**○ Delete paragraph 1.4.1 in its entirety and replace with the following:**

- “1.4.1 The Design-Builder shall not assign, subcontract, or delegate this Contract or any of its terms, in whole or in part, without the prior written consent of the Owner.”

#### **GC 1.5 CONFIDENTIALITY**

**○ Delete paragraph 1.5.1 in its entirety and replace with the following:**

- “1.5.1 The Design-Builder shall keep all Records designated by the Owner in writing as confidential during the term of this Contract and for a period of six (6) years after the date of Substantial Performance of the Work and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate such Records to third parties, except for the purposes of the Design Services and Work or where the Records:
- .1 have become part of the public domain through the actions of the Owner or Design-Builder (through no act or failure to act on the part of the Owner or Design-Builder);
  - .2 are disclosable in accordance with Yukon's Access to Information and Protection of Privacy Act, SY 2018, c. 9 or by law; or
  - .3 are disclosed with the prior written consent of the Owner.
- 1.5.2 The parties will ensure its facilities, systems and files are secure and that access to any Records or information gained while performing the Contract are strictly controlled.
- 1.5.3 The Design-Builder shall maintain full records of the Design-Builder's actual cost of the Design Services and Work including all changes to the Design Services and Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts, and vouchers relating to the Design Services and Work.
- 1.5.4 The Design-Builder shall keep any Records intact in an organized manner during the term of this Contract and for a period of six (6) years after the date that final payment is accepted and made by the Owner pursuant to GC 5.7 or after settlement or final disposition of any claim or dispute related to the Contract, whichever is the later. In the case of a dispute, and upon request by the Owner or its consultant, the Design-Builder shall promptly provide such records or any other Records to the Owner or its consultant within a reasonable timeframe specified in the request.
- 1.5.5 The Design-Builder agrees that any personal information provided to the Design-Builder by the Owner, or collected by the Design-Builder as agent of the Owner, is under the control of the Owner, and remains the sole property of the Owner and will be returned to the Owner, upon request by the Owner, at the end of this Contract. The Design-Builder will not use, disclose or permit to be used or disclosed any personal information provided by the Owner or collected by the Design-Builder as agent of the Owner for any purpose other than the performance of the Design Services or the Work under this Contract or to comply with the law. In addition to any explicit requirements under this Contract, the Design-Builder will ensure that its facilities, systems and files are secure and that access to any personal information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information, including but not limited to: ensuring that its employees, agents, Subcontractors or any third party with whom the Design-Builder shares or provides access to or possession of the personal information is bound by the same terms or terms no less restrictive than the access and protection of personal information terms under this Contract, and shall take any action or execute any documents required to give effect to such terms in favour of the Owner with respect to the Design-Builder's employees, agents, Subcontractors or any third party. The Design-Builder will notify the Owner in writing immediately of any breach or suspected breach of this clause or security affecting the personal information, including, but not limited to: unauthorized or inappropriate disclosure, use, destruction, loss, removal, modification, or interruption in the availability of personal information, whether accidental or as the result of a deliberate act, and take reasonable measures to secure and prevent any further unauthorized disclosure, use, destruction, loss, removal, modification, or interruption in the availability of personal information. For the purposes of this clause, “personal information” means personal information as defined under the Yukon Access to Information and Protection of Privacy Act, RSY 2018, c. 9 and its regulations (as amended).
- 1.5.6 For greater certainty, GC 1.5.1 to 1.5.6 shall survive the expiry or termination of the Contract.”

## **PART 2 OWNER'S RESPONSIBILITIES**

#### **GC 2.1 OWNER'S INFORMATION**

**○ Delete paragraph 2.1.2 in its entirety.**

#### **GC 2.2 ROLE OF THE OWNER**

**○ Add the following to the end of paragraph 2.2:**

- “2.2.7 The Owner may provide at the Place of the Work one or more project representatives to assist in carrying out the Owner’s responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be provided in writing to the Design-Builder.”
- 2.2.8 The Owner will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Design Services or the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Owner will not be responsible for the Design-Builder’s failure to carry out the Design Services or the Work in accordance with the Contract Documents. The Owner will not have control over, charge of or be responsible for the acts or omissions of the Design-Builder, Consultant, Other Consultants, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.”

#### GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- Amend paragraph 2.4.4 by deleting “decisions or instructions” and replacing with the following: “recommendations”
- Delete paragraph 2.4.5 in its entirety and replace with the following:

“2.4.5 Based on the Payment Certifier’s observations and evaluation of the Design-Builder’s applications for payment, the Payment Certifier will provide recommendations to the Owner regarding the amounts owing to the Design-Builder under the Contract and the Owner in accordance with Article A-5 of the AGREEMENT – PAYMENT and PART 5 – PAYMENT will approve and pay for amounts owing to the Design-Builder under the Contract and issue certificates for payment.”
- Amend paragraph 2.4.6 by deleting “Design-Builder” and replacing with the following: “Owner to the Design-Builder”

#### GC 2.5 OWNER’S REVIEW OF THE DESIGN AND THE WORK

- Delete paragraph 2.5.5 in its entirety and replace with the following:

“2.5.5 All Work shall conform to the Contract Documents and the most recent version of the National Building Code of Canada (as applicable). The Owner may order any portion or portions of the Design Services or the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents or the laws or ordinances applicable to the Place of the Work. If the Design Services or Work are not in accordance with the requirements of the Contract Documents, law, or ordinances, the Design-Builder shall, promptly or no later than 30 calendar days after Notice in Writing has been given by the Owner, unless otherwise agreed to by the Parties, correct the work and pay the cost of examination and correction, regardless of whether or not the faulty or defective work has been incorporated in the Work, and regardless of whether or not the fault or defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of a Subcontractor.”
- Add the following paragraphs to the end of GC 2.5:

2.5.6 The Design-Builder shall, promptly or no later than 30 calendar days after Notice in Writing has been given by the Owner, unless otherwise agreed to by the Parties, make good other contractors’ work destroyed or damaged by such corrections or removal at the Design-Builder’s expense.

2.5.7 If the Design-Builder, or person for whom the Design-Builder is responsible, does not correct or remove such faulty or defective work promptly or if in the opinion of the Owner or Owner’s Advisor it is not expedient to correct or remove the faulty or defective work or work not performed as provided in the Contract Documents, the Owner may do any or all of the following:

  - .1 deduct from any amount otherwise due to the Design-Builder the difference in value between the work as performed and that called for by the Contract Documents;
  - .2 terminate the Design-Builder’s right to continue with the Work (in whole or in part) and have Other Contractors perform such work; or
  - .3 take such other action or remedy available under this Contract or by law.

If the Owner and the Design-Builder do not agree on the difference in value, they shall resolve the dispute pursuant to Part 8 – DISPUTE RESOLUTION.

2.5.8 Defective work remedied shall be covered by warranties under GC 12.3 - WARRANTY, which shall begin at the time identified in GC 12.3 – WARRANTY or the time that the defective work is remedied to the reasonable satisfaction of the Owner, whichever is the later.”

#### GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- Delete paragraph 2.6.1 in its entirety and replace with the following:

“2.6.1 The Owner reserves the right to award separate contracts for any changes to the Work or other parts of the Project to other contractors and to perform work with its own forces.”
- Amend paragraph 2.6.2 by deleting the first two lines in the paragraph and replacing with the following:

“2.6.2 When separate contracts are awarded for changes to the Work or other parts of the Project, or when work is performed by the Owner’s own forces, the Owner shall:”

- Delete subparagraphs 2.6.2.1 to 2.6.2.2 in their entirety.

0043

- Amend paragraph 2.6.3 by deleting the first two lines in the paragraph and replacing with the following:

"2.6.3 When separate contracts are awarded for changes to the Work or other parts of the Project, or when work is performed by the Owner's own forces, the Design-Builder shall:"

### **PART 3 DESIGN-BUILDER'S RESPONSIBILITIES**

#### **GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK**

- Add the following paragraphs to the end of GC 3.1:

- "3.1.15 The Design-Builder shall be responsible for requesting any additional instructions or clarifications from the Owner that may be required for the performance of the Design Services or the Work and shall request such instructions or clarifications in a timely manner so as to minimize any delay of the Design Services or the Work. All changes involving credits or extras to the Contract Price shall be carried out in accordance with the provisions of Part 5 – PAYMENT and Part 6 – CHANGES IN THE WORK.
- 3.1.16 The Design-Builder shall, in performance of the Contract, ensure that the Design Services and the Work are performed in a good, proper, workmanlike, and expeditious manner, and shall exercise the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, qualified, skilled, competent, and prudent contractor supplying comparable services for comparable projects in a good, proper, workmanlike and expeditious manner.
- 3.1.17 The Design-Builder shall not use any service, materials, or equipment installed as part of the Work without the prior written consent of the Owner. Upon such consent, the Design-Builder shall be subject to any conditions set out by the Owner.
- 3.1.18 The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work for any use, regardless of the time or completion of the entire Work, provided that taking possession or use of the partially completed Work does not reasonably interfere with the Design-Builder's activities in undertaking the Work. Such taking of possession or use of the partially completed portions of the Work shall not be construed as Substantial Performance of the Work or an acknowledgement of fulfillment of the Contract or any portion thereof, and shall not in any way relieve the Design-Builder from any of its obligations under the Contract.
- 3.1.19 The Design-Builder shall not use or have on the Place of the Work fire, explosives or other dangerous materials without the prior written consent of the Owner.
- 3.1.20 Where the Project involves the renovation of a building which will be in use or be occupied during the course of the Work or where the Project involves Work that is adjacent to a structure which is in use or occupied, the Design-Builder, shall take all reasonable steps to: coordinate hours of work to avoid disturbing the users and occupants of such buildings, avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities; suppress dust and noise; and, take all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such buildings, structures or adjacent structures.
- 3.1.21 The Design-Builder shall not erect or permit the erection of any sign or advertising at the Work or the Place of the Work without the prior written consent of the Owner. The Design-Builder shall not use any logos or names by the Owner, or materials which depict or refer to the Work or the Project in connection with any of the Design-Builder's promotional activities without the prior consent of the Owner.
- 3.1.22 The Design-Builder shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work, Design Services, and Contract. Upon request by the Owner, the Design-Builder shall, in a form and with content reasonably acceptable to the Owner and within the timeframe specified in the request, provide the Owner with sufficient evidence that it has complied with the First Nation participation plan or agreement."

#### **GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION**

- Amend paragraph 3.2.1 by deleting the word "significant" in line 1.
- Delete paragraph 3.2.2 in its entirety.

#### **GC 3.3 ROLE OF THE CONSULTANT**

- Add the following paragraph to the end of GC 3.3:

"3.3.4 The Design-Builder shall not replace the Consultant without cause and without the prior written consent of the Owner, which consent shall not be unreasonably withheld. The Parties agree that, the requirement for consent of the Owner to any replacement of the Consultant does not mean that the Owner assumes any responsibilities or obligations of the Design-Builder, including, without limitation, those relating to GC 9.4 – CONSTRUCTION SAFETY."

#### **GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**

- Delete subparagraphs 3.4.1.3 and 3.4.1.4 in their entirety and replace with the following:

"3.3 incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Other Consultants, Subcontractors and Suppliers and make available to each Other Consultants, Subcontractors and Suppliers,

- .4 be fully responsible to the Owner for acts, omissions, scheduling, and coordination of the work of the Consultant, Other Subcontractors, Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Design- Builder, including, but not limited to: ensuring that the Consultant, Other Consultants, Subcontractors, and Suppliers obtain and maintain all necessary permits, licences, certificates of inspection and insurance in connection with the work or services they are to perform.”

- **Amend paragraph 3.4.2 by deleting the words “, if requested by the Owner,” in the first line and replace with the following: “to the Owner”**
- **Add the following to the end of paragraph GC 3.4.2:**  
“Once so employed, the Design-Builder shall not replace any Other Consultant, Subcontractor, or Supplier without cause and without the prior written consent of the Owner, which consent shall not be unreasonably withheld. The Parties agree that, the requirement for consent of the Owner to any replacement of any Other Consultant, Subcontractor, or Supplier does not mean that the Owner assumes any responsibilities or obligations of the Design-Builder, including, without limitation, those relating to GC 9.4 – CONSTRUCTION SAFETY.”
- **Amend paragraph 3.4.3 by deleting the words “proposed Other Consultant, Subcontractor or Supplier bidder” in line 3 and replace with the following: “Other Consultant, Subcontractor, or Supplier mutually agreed upon by the Parties.”**

### GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- **Delete paragraph 3.6.1 in its entirety and replace with the following:**
- “3.6.1 Within 10 Working Days following the award or execution of the Contract, whichever is the earlier, the Design-Builder shall consult with its Consultant, Other Consultants, Subcontractors, and Suppliers to prepare and submit to the Owner and Owner’s Advisor for review, a Construction Schedule, in a form and with content acceptable to the Owner and Owner’s Advisor, that indicates the timing of the major activities of the Design Services and the Work, including, but not limited to: the work of any Subcontractors and Suppliers, and provides sufficient detail of the Critical Dates and their inter-relationship to demonstrate the Design Services and the Work will be performed in conformity with any Critical Dates, schedule of values under paragraph 5.2.4, and terms of this Contract.
- 3.6.2 The Owner and Owner’s Advisor shall review the Construction Schedule and may require the Design-Builder to make any revisions to the Construction Schedule or request further information or materials to support the Construction Schedule. The Design-Builder shall promptly make any revisions to the form or content of the Construction Schedule to the Owner’s and Owner’s Advisor reasonable satisfaction.
- 3.6.3 Once the Parties have agreed on the Construction Schedule, the Design-Builder shall perform the Design Services and the Work generally in accordance with the Construction Schedule and shall be responsible for ensuring all aspects of the Design Services and the Work meet the Construction Schedule.
- 3.6.4 The Design-Builder shall monitor the progress of the Design Services and the Work relative to the Construction Schedule and advise the Owner and Owner’s Advisor promptly of any facts or conditions which may affect or delay the Construction Schedule and revisions required to the Construction Schedule as the result of delays pursuant to GC 6.5 – DELAYS, and shall update the Construction Schedule on a monthly basis in consultation with the Owner’s Advisor and with written approval of the Owner. If the Construction Schedule is revised or updated, the Design-Builder shall include in each updated schedule: a sufficient description of progress to date, including a comparison to the previously submitted schedule; the reasons for any changes from the previous schedule; and a forecast to achieving Substantial Performance of the Work and final completion of the Project. If there is any conflict between the Construction Schedule prepared by the Design-Builder and the Critical Dates stated in this Contract, the Critical Dates in this Contract and in any subsequent Change Orders shall govern.
- 3.6.5 If the Design-Builder does not maintain the progress necessary to comply with the Contract Documents, the Construction Schedule and the Critical Dates, the Design-Builder shall, in consultation with the Owner and Owner’s Advisor accelerate the Design Services and the Work and shall take such actions as is necessary to maintain the progress required by the Contract Documents, the Construction Schedule and the Critical Dates. Upon request by the Owner, and in addition to those rights and remedies the Owner may have under this Contract or in law, the Design-Builder shall create and implement a remedial plan, and supply additional labour, additional hours of work, and materials, equipment, techniques, and resources in order to comply with such remedial plan and schedule, at the Design-Builder’s sole expense.”

### GC 3.7 SUPERVISION

- **Add the following to the end of paragraph GC 3.7.1: “and Notice in Writing of the change shall be promptly provided to the Owner.”**
- **Add the following paragraph to the end of GC 3.7:**
- “3.7.3 If the progress, quality or safety of the Work is not satisfactory, or the directions of the Owner are not being implemented, upon request by the Owner, the Design-Builder shall attend a meeting with the Owner to discuss such issues.”



### GC 3.8 LABOUR AND PRODUCTS

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- Amend paragraph 3.8.1 by adding the following at the end of line 2 after the word “power”: “, safety equipment”
- Add the following to the end of paragraph 3.8.1:

“All such payments shall be made promptly when due. The *Design-Builder* represents and warrants that the *Products* provided are not subject to any conditional sales contract or any security interest, liens or other claims of any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*.”
- Delete paragraph 3.8.2 in its entirety and replace with the following:

“3.8.2 *Products* provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Yukon Building Standards Act RSY 2002, National Fire Prevention Association and all governmental and regulatory authorities having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of quality consistent with those specified, and their use acceptable to the *Consultant* and *Owner*.”
- Add the following paragraphs to the end of GC 3.8:

“3.8.4 All *Products* shall be used strictly according to manufacturers’ printed directions or recommendations unless specifically stated otherwise in the *Contract Documents*. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. The *Design-Builder* shall remove any damaged *Products* from the *Place of the Work* at the *Design-Builder*’s expense.

3.8.5 The *Design-Builder* shall be responsible for the protection and security of the *Products* stored at the *Place of the Work* and shall, at the *Design-Builder*’s expense, replace any material damaged or stolen from the *Place of the Work*.

3.8.6 Unless otherwise specified, all materials and *Products* existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*.

3.8.7 All *Work*, *Products* and materials delivered by the *Design-Builder* which will form part of the *Work* shall be considered the property of the *Owner* provided always that title, but not the risk of loss, shall pass to the *Owner* at delivery to the *Place of the Work*. The *Design-Builder* shall remove all surplus or rejected materials from the *Place of the Work* when notified in writing to do so by the *Owner*.”

### GC 3.9 DOCUMENTS AT THE SITE

- Add the following to the end of paragraph 3.9.1:

“, including, but not limited to the following:

  - .1 reviewed and approved *Shop Drawings*;
  - .2 *Drawings* and *Specifications*, as marked up and amended to date;
  - .3 requests for pricing;
  - .4 clarifications to the *Contract*;
  - .5 field test reports;
  - .6 a copy of the most recent *Construction Schedule*;
  - .7 manufacturers’ installation and application instructions;
  - .8 all *Change Orders*;
  - .9 all *Change Directives*; and
  - .10 submittals, reports and records of meetings between the *Owner* and the *Design-Builder* or the *Design-Builder* and its *Consultant*, *Other Consultant*, *Subcontractors* or *Suppliers*.”

### GC 3.10 SHOP DRAWINGS

- Add the following to the end of GC 3.10:

“3.10.6 Upon the issuance of the final certificate of payment for the *Work*, the *Design-Builder* shall submit to the *Owner* all *Shop Drawings*, *Records*, and other documents (as marked up and amended) that, in the opinion of the *Owner*, may assist in the preparation of a set of reproducible record drawings showing all significant changes in the *Work* made during construction.”

### GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- Add the following to the end of paragraph 3.11.1: “at the *Design Builder*’s own expense.”
- Delete paragraphs 3.11.2 to 3.11.4 in their entirety and replace with the following:

“3.11.2 The *Design-Builder* shall, promptly or no later than 30 calendar days after *Notice in Writing* has been given by the *Owner*, unless otherwise agreed to by the *Parties*, remove or correct errors or omissions in the *Design Services* or faulty or defective work that has been rejected by the *Owner* as failing to conform to the *Contract Documents* whether or not the error or omission or faulty or defective work has been incorporated in the *Design Services* or the *Work* and whether or not the fault or defect is the result of poor workmanship or design, use of defective products or damage through carelessness or other act, error, or omission of the *Design-Builder*. The *Design-Builder* shall consult with the *Owner* prior to correcting such error or omission or rectifying any faulty or defective work or services, and upon request by the *Owner*, provide the

Owner with a detailed schedule and plan to perform the remedial work. The Design-Builder shall be responsible for the reasonable costs of any inspections incurred by the Owner arising from or related to the errors or omissions in the Design Services or faulty or defective work by the Design-Builder, its employees, Consultant, Subcontractors, Suppliers, or agents, or failure by the Design-Builder to follow instructions by the Owner or Payment Certifier.

- 3.11.3 The Design-Builder shall, promptly or no later than 30 calendar days after Notice in Writing has been given by the Owner, unless otherwise agreed to by the Parties, make good other consultant services or contractors' work, which may need to be revised or is destroyed or damaged by such corrections or removal at the Design-Builder's expense.
- 3.11.4 If the Design-Builder, or person for whom the Design-Builder is responsible, does not correct the error or omission or remove such faulty or defective work or services promptly or if in the opinion of the Owner it is not expedient to correct the error or omission or remove the faulty, defective work or services as described in the Contract Documents, the Owner may do any or all of the following:
- .1 take the right to the work out of the Design-Builder's hands (in whole or in part), and/or hire Other Contractors to perform or rectify such work;
  - .2 correct such work and deduct the cost thereof from any payment then or thereafter due to the Design-Builder; and/or
  - .3 take such other action or remedy available under this Contract or by law.
- 3.11.5 Defective work or services remedied shall be covered by warranties under GC 12.5 - WARRANTY, which shall begin at the time identified in GC 12.5 - WARRANTY or the time that the defective work or services are remedied to the reasonable satisfaction of the Owner, whichever is the later."

**○ Add the following to the end of PART 3:**

**GC 3.12 CLEANUP**

- 3.12.1 The Design-Builder shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- 3.12.2 Before applying for Substantial Performance of the Work as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK, the Design-Builder shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The Design-Builder shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.
- 3.12.3 Prior to application for the final payment, the Design-Builder shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.
- 3.12.4 In the event that the Design-Builder fails to meet its obligations under GC 3.12 - CLEANUP, the Owner may give the Design-Builder twenty-four (24) hours Notice in Writing to meet its obligations. Should the Design-Builder fail to meet its obligations under GC 3.12 - CLEANUP within the twenty-four (24) hour period following delivery of the Notice in Writing, the Owner may remove such waste and debris and deduct from payments otherwise due to the Design-Builder, the Owner's costs for such clean up, including a reasonable mark-up for administration."

**PART 4 ALLOWANCES**

**GC 4.1 CASH ALLOWANCES**

**○ Add the following to the end of GC 4.1:**

- "4.1.8 The Design-Builder shall keep accurate records of costs under Cash Allowances and provide them to the Payment Certifier and Owner in support of the value of the Cash Allowances."

**PART 5 PAYMENT**

**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

**○ Delete GC 5.1 in its entirety.**

**GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- Add the following to the end of paragraph 5.2.1:** " , unless otherwise agreed to by the parties in writing."
- Add the following to the end of paragraph 5.2.2:**  
"and shall be made in accordance with a payment schedule, in a form and with content satisfactory to the parties. Upon request by the Owner, the Design-Builder shall provide a statutory declaration and any supporting information or materials to support the application for payment."
- Amend paragraph 5.2.3 by deleting the words "as of the last day of the payment period." in line 2 and replace with the following:**  
"and installed or incorporated into the Work as of the last day of the payment period, unless otherwise agreed to by the parties in writing. Any Products delivered to the Place of the Work but not yet incorporated into the Work shall remain at

○ **Amend paragraph 5.2.6 by adding the following to the first line after the word "shall": "update and"**

○ **Delete paragraph 5.2.8 in its entirety and replace with the following:**

"5.2.8 The *Design-Builder* shall prepare and maintain current *As Built Documents* showing amendments to the Contract Documents for review by the Payment Certifier with each application for payment. The Payment Certifier reserves the right to retain or deduct a reasonable amount from any payment to the *Design-Builder* for the value of producing the *As Built Documents* for review."

### GC 5.3 PROGRESS PAYMENT

○ **Delete paragraph 5.3.1 in its entirety and replace with the following:**

"5.3.1 After receipt by the Payment Certifier and the Owner of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

- .1 if not already notified, the Payment Certifier will promptly inform the Owner of the date of receipt of the *Design-Builder's* application for payment;
- .2 the Payment Certifier will issue to the Owner, no later than seven (7) calendar days after receipt of the application for payment from the *Design-Builder*, recommendations regarding the application for payment and whether a certificate should be issued in the amount applied for, or in such other amount as the Payment Certifier may recommend. The Owner after reviewing the recommendations of the Payment Certifier will, subject to GC 5.3.2 and the terms of this Contract, determine the amount properly due to the *Design-Builder* and will issue to the *Design-Builder*, no later than seven (7) calendar days after the receipt of the recommendations of the Payment Certifier, a certificate for payment in the amount the Owner determines to be properly due. If the Owner amends the application or withholds certification and payment, the Owner will promptly advise the *Design-Builder* in writing giving reasons for the amendment or withholding of certification and payment; and
- .3 subject to GC 5.3.2 and terms of this Contract, the Owner shall make payment to the *Design-Builder* on account as provided in Article A-5 – PAYMENT on or before fourteen (14) calendar days after issuance of the certificate for payment.

5.3.2 Despite paragraph 5.3.1, the Owner may withhold certification and payment from the *Design-Builder* until the *Design-Builder* has provided the Payment Certifier and Owner with sufficient evidence that it has complied with:

- .1 the Construction Schedule and terms of GC 3.6 – DESIGN SERVICES AND WORK SCHEDULE;
- .2 the schedule of values and terms of GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT; and
- .3 the terms for insurance and security in accordance with GC 11.1 -INSURANCE and GC - 11.2 CONTRACT SECURITY; and
- .4 any other material term of this Contract.

5.3.3 If the *Design-Builder* fails to demonstrate compliance with workers' compensation laws pursuant to GC 10.4 – WORKER'S COMPENSATION, the Owner shall be entitled to deduct from amounts payable to the *Design-Builder* an amount sufficient to cover any liability which it may incur resulting from any failure to comply with GC 10.4 – WORKER'S COMPENSATION.

5.3.4 If the Owner amends the application pursuant to subparagraph 5.3.1.2 and identifies Design Services or Work that has not been properly performed, the *Design-Builder* shall, at its own cost, promptly rectify such Design Services or Work to conform to the Contract. The Owner is not obliged to pay for any Design Services or Work that does not conform to the requirements of the Contract."

### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

○ **Delete paragraphs 5.4.1 to 5.4.5 in their entirety and replace with the following:**

"5.4.1 When the *Design-Builder* considers that the Work is ready for use or is being used for the purpose intended in accordance with the Contract, the *Design-Builder* must submit to the Payment Certifier and the Owner for review a written application for a certificate of Substantial Performance of the Work together with a comprehensive list of items to be completed, rectified, or corrected, that includes the *Design-Builder's* reasonable estimate of the value of each item to be completed, rectified, or corrected including those referred to in GC 5.8 – DEFERRED WORK. Failure to include an item on the list does not alter the responsibility of the *Design-Builder* to complete or rectify that item in accordance with the Contract.

5.4.2 Prior to a certificate of Substantial Performance of the Work being issued, upon request by the Owner, the *Design-Builder* shall complete and submit to the Payment Certifier and Owner any or all of the following:

- .1 all required manufacturer's inspections, certifications, as specified in the Contract Documents or related to the Design Services, Work or Products;
- .2 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents or related to the Design Services, Work or Products;
- .3 certification has been obtained from all permit issuing authorities indicating approval of all permitted installations;
- .4 all required Construction Documents, prints and other data in the form specified in the Contract Documents,

including all As Built Documents and other data necessary for the production of record drawings showing all significant changes in the Design Services or Work made during construction; 0048

- .5 a statement reconciling all Change Orders, Change Directives and claims to the Contract;
- .6 certification from the Workers' Compensation Health and Safety Board that the Design-Builder and all Subcontractors are in good standing;
- .7 certification, acceptable to the Owner, that the Design-Builder has paid in full all taxes, employment insurance, Canada Pension Plan contributions, duties, royalties, and all other monies required to be paid by law or statute;
- .8 all equipment, spare parts, or materials required or necessary for the operation of the building or structure have been provided and installed and are fully operational;
- .9 commissioning and demonstration of all mechanical and electrical systems and electrically-operated devices to the Owner's operating and maintenance staff;
- .10 completion of any training required by the Contract Documents;
- .11 an occupancy permit for the Work and all approvals and permits for the Project from local authorities having jurisdiction;
- .12 a schedule for prompt completion of all remaining Work submitted to the Owner by the Design-Builder; and
- .13 any other conditions specified in this Contract with respect to achieving Substantial Performance of the Work and any other documentation or materials that are reasonably required by the Owner or by any Party on behalf of the Owner to complete and make use of the Work.

5.4.3 After the Design-Builder has met the requirements under paragraphs 5.4.1 and 5.4.2, the Payment Certifier and Owner will review the Design Services and the Work within ten (10) calendar days of receipt of the application and consider whether the Design-Builder has achieved Substantial Performance of the Work and whether the comprehensive list of items to be completed or corrected is complete. The Payment Certifier will then provide its recommendations to the Owner on whether Substantial Performance of the Work has been achieved, and the Owner will then, no later than twenty (20) calendar days after the Payment Certifier's receipt of the Design-Builder's list and application:

- .1 advise the Design-Builder in writing that the Design Services and the Work or the designated portion of the Design Services and Work is not substantially performed and give reasons why; or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate, and include in that certificate a list of all deficient and incomplete items and their value, as determined by the Owner in consultation with the Payment Certifier, and issue a copy of that certificate to the Design-Builder.

5.4.4 If the applicable lien legislation requires the Consultant to determine whether the Work has been substantially performed, the Consultant shall issue a certificate of the Substantial Performance of the Work which shall state the date of the Substantial Performance of the Work or designated portion of the Design Services and Work or advise the Design-Builder in writing of the reasons for which such a certificate is not issued.

5.4.5 Immediately following the issuance of the certificate of Substantial Performance of the Work by the Owner, the Design-Builder, in consultation with the Owner, shall establish a reasonable date for finishing the Design Services or Work.

5.4.6 If the Design-Builder has made a written application for Substantial Performance of the Work prior to the Design-Builder satisfying or completing all of the requirements set out in paragraphs 5.4.1 and 5.4.2, and the Owner, acting reasonably, determines that additional reviews of the Design Services and Work by the Payment Certifier and the Owner are necessary in order to determine whether Substantial Performance of the Work has been achieved, the Design-Builder shall be responsible for all additional reasonable costs incurred by the Owner, which may be deducted from the monies due to the Design-Builder upon Substantial Performance of the Work.

5.4.7 Upon Substantial Performance of the Work, the Owner will hold back from monies or payments due to the Design-Builder two (2) times an amount calculated as the sum of:

- .1 the value of the list of items to be satisfactorily completed or corrected as described under paragraph 5.4.1; plus
- .2 the amount to be withheld pursuant to GC 5.8 – DEFERRED WORK.

Any amounts withheld under this section shall be released by the Owner upon the Owner certifying that the identified work or services is complete and/or deficiencies rectified. Any amounts retained by the Owner shall not negate, reduce, diminish or abrogate any right of setoff or claim which the Owner may have pursuant to the Contract, at law or in equity, related to the Design Services or Work.

5.4.8 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Design-Builder, in consultation with the Owner will establish a reasonable date for completing the Work."

## **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

**O Delete paragraphs 5.5.1 to 5.5.5 in their entirety and replace with the following:**

"5.5.1 After the issuance of the certificate of Substantial Performance of the Work, the Design-Builder shall:

- .1 submit an application for payment of the holdback amount specified under Article A-5 – PAYMENT for actual work and services completed and materials furnished at the date of the Certificate of Substantial Performance of the

Work; and

- .2 submit a 'Statutory Declaration' stating that all accounts for Design Services, labour, subcontracts, <sup>0049</sup>Products, Construction Equipment, and other indebtedness which may have been incurred by the Design-Builder in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the Design-Builder and the statement required under paragraph the Payment Certifier will make a recommendation to the Owner within ten (10) calendar days of receipt of the application on whether to issue a certificate for payment of the holdback amount specified under Article A-5 - PAYMENT in accordance with Article A-5 - PAYMENT.

5.5.3 If the Design-Builder has provided the statutory declaration required under paragraph 5.5.1, the holdback amount shall be due and payable fourteen (14) calendar days after the Owner's receipt of the Payment Certifier's recommendation for payment of the holdback amount, except where the Owner has received a claim or claims from a Consultant, Other Consultant, Supplier or Subcontractor pursuant to Part III of Yukon's Contract and Procurement Regulation O.I.C. 2013/19, in which case, the Owner may retain out of the holdback or any payment to the Design-Builder an amount necessary to satisfy such claims. The Design-Builder shall deliver a copy of this section or Part III of the Contract and Procurement Regulation to each of its Subcontractors."

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

**O Delete GC 5.6 in its entirety.**

#### **GC 5.7 FINAL PAYMENT**

**O Delete paragraphs 5.7.1 to 5.7.4 in their entirety and replace with the following:**

- "5.7.1 When the Design-Builder considers that the Design Services and Work is fully and properly completed to the requirements of the Contract Documents, except for the warranty holdback and those items arising under GC 12.5 - WARRANTY, the Design-Builder may submit to the Payment Certifier and Owner a written application for a final certificate of payment.
- 5.7.2 Prior to the application for a final certificate of payment, the Design-Builder shall complete and submit all of the following to the Payment Certifier and Owner for their review:
- .1 ensure that all building systems have been brought to a state of full readiness for operation to the Owner's reasonable satisfaction and in accordance with the Contract Documents;
  - .2 ensure all deficiencies and incomplete work or services previously identified have been rectified or completed, including, but not limited to: the list of items to be completed or corrected under paragraph 5.4.1 and the requirements of GC 3.12 - CLEANUP have been fulfilled;
  - .3 provide proof of release and discharge of any liens (if applicable);
  - .4 a "Statutory Declaration" stating that all accounts for Design Services, labour, subcontracts, Products, Construction Equipment and other indebtedness which may have been incurred by the Design-Builder in performing the entire Work, except those items arising under GC 12.5 - WARRANTY, have been properly performed to the requirements of the Contract Documents, and that all indebtedness and accounts for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute;
  - .5 certification from the Workers' Compensation Health and Safety Board, that the Design-Builder and all Subcontractors are in good standing;
  - .6 all final updated technical specifications, maintenance manuals, operating instructions, inspection certificates, all test reports, close out documents, marked-up Drawings, required spare stock, guarantees and warranties specified under the Contract Documents or related to the Work or Products, or any other documentation or materials that is reasonably required by the Owner or by any Party on behalf of the Owner to complete and make use of the Work;
  - .7 record drawings as required by the Contract Documents in a form satisfactory to the Owner, acting reasonably, showing all changes in the Design Services and Work;
  - .8 a reconciliation statement of all Change Orders; and
  - .9 any remaining items identified by the Owner.
- 5.7.3 Subject to paragraph 5.7.2, the Payment Certifier will review the Design Services and Work within ten (10) calendar days of receipt of the application for final payment and consider whether the Design-Builder's application for final payment is valid and make a recommendation to the Owner. The Owner will, no later than twenty (20) calendar days after the Payment Certifier's receipt of the application:
- .1 advise the Design-Builder in writing that the application is not valid and give reasons why; or
  - .2 issue a final certificate for payment to the Design-Builder.
- 5.7.4 The Owner shall, no later than thirty (30) calendar days after the issuance of a final certificate for payment, pay the Design-Builder the unpaid balance of the Contract Price in accordance with Article A-5 - PAYMENT, subject to any applicable warranty holdback.

- 5.7.5 Except where the *Design-Builder* has provided a performance bond with terms to secure its warranty obligations during the warranty term under GC 12.5 – WARRANTY that is acceptable to the Owner, the Owner will retain from the contract security under GC 11.2 – CONTRACT SECURITY or monies or payments due to the *Design-Builder* a warranty holdback in the amount of five (5%) percent of the *Contract Price* for the warranty period under GC 12.5 – WARRANTY. The warranty holdback shall be in the form of a surety bond, a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit acceptable to the Owner.
- 5.7.6 If a warranty holdback is in place during the warranty period pursuant to paragraph 5.7.5, after the expiry of the warranty period, the *Design-Builder* shall submit to the Payment Certifier and Owner:
- .1 an application for payment of the warranty holdback amount; and
  - .2 a “Statutory Declaration” stating that all accounts for *Design Services*, labour, subcontracts, *Products*, *Construction Equipment* and other indebtedness which may have been incurred by the *Design-Builder* in performing the *Design Services* or *Work* during the warranty period have been properly performed to the requirements of the *Contract Documents*, and that all indebtedness and accounts for which the Owner might in any way be held responsible have been paid in full, except for identified amounts in dispute.
- 5.7.7 After the receipt of an application for payment from the *Design-Builder* and the statement required under paragraph 5.7.6, the Payment Certifier will review the *Design Services* and *Work* within ten (10) calendar days of receipt of the application for payment of the warranty holdback and consider whether the *Design-Builder’s* application for payment is valid and make a recommendation to the Owner. The Owner will, no later than twenty (20) calendar days after the Payment Certifier’s receipt of the application:
- .1 advise the *Design-Builder* in writing that the application is not valid and give reasons why; or
  - .2 issue a certificate for payment of the warranty holdback to the *Design-Builder*.
- 5.7.8 The Owner shall, no later than thirty (30) calendar days after the issuance of a certificate for payment of the warranty holdback, pay the *Design-Builder* any monies from the warranty holdback in accordance with Article A-5 of the Agreement – PAYMENT.”

## PART 6 CHANGES IN THE CONTRACT

### GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- Amend subparagraph 6.1.1.2 by adding the following after the word “*Change Order*”: “or *Change Directive*”

- Add the following to the end of GC 6.1:

- “6.1.3 The sole cost to which the *Design-Builder* will be entitled to: for a change to the *Design Services Work*; or under a *Change Order* or *Change Directive* will be equal to the aggregate of:
- .1 all reasonable and proper amounts actually expended by or legally payable by the *Design-Builder* in respect of labour, *Construction Equipment* or other equipment, *Products*, or other materials that are directly attributable to the subject matter of the change under the *Change Order* or *Change Directive* and that are within one of the classes of expenditures and rates set out under GC 6.3.7, except such expenses or costs resulting from the fault or a failure to reasonably mitigate by the *Design-Builder* or a *Subcontractor*; plus
  - .2 a maximum markup equal to 10% on the amounts charged under subparagraph 6.1.3.1 to cover all other costs and expenses including, but not limited to: overhead, administration and profit.
- 6.1.4 If the *Design-Builder* and the Owner cannot agree as to the cost of a change to the *Design Services*, *Work*, *Contract Time*, *Contract Price*, or *Contract*, the sole cost to which the *Design-Builder* will be entitled to for a change to the *Design Services*, *Work*, *Contract Time*, *Contract Price*, or *Contract*, will be equal to the aggregate of:
- .1 all reasonable and proper amounts actually expended by or legally payable by the *Design-Builder* in respect of labour, *Construction Equipment* or other equipment, *Products*, or other materials that are directly attributable to the subject matter of the change and that are within one of the classes of expenditures and rates set out under GC 6.3.7, except such expenses or costs resulting from the fault or a failure to reasonably mitigate by the *Design-Builder* or a *Subcontractor*; plus
  - .2 a maximum markup equal to 10% on the amounts charged under subparagraph 6.1.4.1 to cover all other costs and expenses including, but not limited to: overhead, administration and profit.
- 6.1.5 If the Owner has issued a *Change Order* or a *Change Directive* that results in increased costs to the *Design-Builder*, the *Design-Builder* shall not be entitled to any increase in the *Contract Price* or any reimbursement by the Owner for such costs unless the *Design-Builder* provides the Owner with a *Notice in Writing* of the increased costs within ten (10) *Working Days* of receiving such a *Change Order* or a *Change Directive*. Upon request by the Payment Certifier or Owner, and before any increased costs or expenses will be paid by the Owner, the *Design-Builder* shall promptly provide supporting information or documentation as may be reasonably necessary to support the increased costs or expenses to the *Design-Builder*.
- 6.1.6 In the event of a change in the *Design Services* or *Work* or an extension of the *Contract Time* pursuant to GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE, the *Design-Builder* shall notify both the surety issuing contract security to the

Design-Builder under GC 11.2 - CONTRACT SECURITY and its insurer issuing insurance to the Design-Builder under GC 11.1 - INSURANCE of the change or extension, and shall ensure that the contract security and insurance coverage is adjusted accordingly and maintained during the Contract Time.”

### GC 6.3 CHANGE ORDER

**○ Delete paragraph 6.2.3 in its entirety and replace with the following:**

“6.2.3 Each Change Order executed by the Owner and Contractor shall constitute full and final payment for the change in the Work described therein, including: all costs and expenses related to or arising from the change, and no claim for additional costs or expenses related to or arising from such change and related Work for any reason shall be considered or paid by the Owner.”

### GC 6.3 CHANGE DIRECTIVE

**○ Add the following to the end of paragraph 6.3.2: “, unless otherwise agreed to by the parties.”**

**○ Delete paragraph 6.3.3 in its entirety and replace with the following:**

“6.3.3 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined by the parties. The Design-Builder shall, promptly or within 30 calendar days of the Owner or Payment Certifier’s Notice in Writing, supply to the Design-Builder and Owner any information or documentation, including labour and materials breakdowns to substantiate the value for a change or claim for payment for any change in the Design Services or Work.”

**○ Add the following to the end of paragraph 6.3.4: “The Design-Builder shall not delay the Design Services or Work pending agreement or resolution of the valuation of changes.”**

**○ Amend paragraph 6.3.5 by adding the following after the words “changes that” in line 1: “the Owner reasonably determines”**

**○ Amend paragraph 6.3.8 by deleting the words “Change Directive” in line 3 and replacing with: “change in the Work or Design Services”**

**○ Add the following to the end of paragraph 6.3.8: “The costs and the effect on the Contract Time and Contract Price of each change shall be deemed to include all direct, indirect and consequential costs associated with that change, including, without limitation all impact costs and overhead and profit. No claim for additional costs for such change for any reason shall be considered or paid by the Owner.”**

**○ Delete paragraph 6.3.9 in its entirety and replace with the following:**

“6.3.9 The Design-Builder shall keep full and detailed accounts and organized records necessary for the documentation of the cost of performing the Design Services and Work attributable to the change in work or services and shall provide the Payment Certifier and Owner with copies thereof when requested.”

**○ Amend paragraph 6.3.10 by deleting the words “Change Directive” in line 2 and replacing with: “change in the Work or Design Services”**

**○ Delete paragraph 6.3.12 in its entirety and replace with the following:**

“6.3.12 If the Owner and the Design-Builder do not agree on the proposed adjustment in the Contract Time or Contract Price attributable to the change in the Design Services or Work, or the method of determining it, the adjustment shall be referred to the Payment Certifier for review and recommendation. Either party may dispute the Payment Certifier’s recommendation or finding under PART 8 – DISPUTE RESOLUTION.”

### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

**○ Delete paragraph 6.4.1 in its entirety and replace with the following:**

“6.4.1 If the Design-Builder discovers conditions at the Place of the Work which are:

- .1 subsurface, soil related, or otherwise concealed physical conditions which are substantially different from those indicated in the Contract Documents or other documents supplied to the Design-Builder for its use in preparing its tender or a reasonable assumption of fact based thereon made by the Design-Builder; or
- .2 physical conditions, other than conditions due to weather, that are of a nature which are substantially different from those ordinarily found to exist and generally recognized as inherent in construction activities of the character described in the Contract Documents or other documents supplied to the Design-Builder for its use in preparing its tender or a reasonable assumption of fact based thereon made by the Design-Builder,

then the Design-Builder shall, within 5 Working Days of the date the actual conditions described in paragraph 6.4.1 were first observed or encountered, give Notice in Writing to the Owner of such conditions before they are disturbed.”

**○ Amend paragraph 6.4.2 by deleting the word “materially” in line 1 and replacing with: “substantially”**

**○ Amend paragraph 6.4.3 by deleting the word “materially” in line 1 and replacing with: “substantially”**

**○ Add the following to the end of paragraph 6.4.3: “, and the parties shall continue with the performance of the Design Services and Work without delay in accordance with the Contract Documents.”**

**○ Delete paragraph 6.4.5 in its entirety and replace with the following:**

“6.4.5 If such concealed or unknown conditions relate to toxic and hazardous substances and materials or artifacts and fossils, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES and GC 9.3 - ARTIFACTS AND FOSSILS.”

**○ Add the following to the end of GC 6.4:**

“6.4.6 Despite any other term in this Contract, if the Design-BUILDER fails to provide Notice in Writing to the Owner within the timeframe provided under paragraph 6.4.1, no payment, other than payment that is expressly stipulated in the Contract and agreed to by the parties in writing shall be made by the Owner to the Design-BUILDER for any extra expense or any loss or damages whatsoever incurred or sustained by the Design-BUILDER related to or arising from the conditions under paragraph 6.4.1.”

**GC 6.5 DELAYS**

**○ Delete GC 6.5 in its entirety and replace with the following:**

- “6.5.1 If the Design-BUILDER is delayed or impacted in the performance of the Design Services or Work by an event outside its reasonable control that is more than 48 hours consecutively (an "Excusable Event"), then the Contract Time shall be extended for such reasonable time as the Payment Certifier may recommend in consultation with the Design-BUILDER and the Owner. For clarity, any event dealt with specifically in another part of the Contract should not be considered an Excusable Event. The Design-BUILDER waives any claim for compensation for costs, extra expenses, loss or damages incurred as a result of an Excusable Event. In no case will an act or omission of the Design-BUILDER or any person employed or engaged by the Design-BUILDER either directly or indirectly constitute an Excusable Event. Weather events (including high winds) shall not be Excusable Events.
- 6.5.2 The Design-BUILDER waives any claim for an extension of Contract Time or compensation for costs, extra expenses, loss or damages incurred where the Design-BUILDER is delayed or impacted in the performance of the Design Services or Work by an event caused by the Design-BUILDER or any person or party employed or engaged by the Design-BUILDER either directly or indirectly (a "Design-BUILDER Caused Event"). All material Design-BUILDER Caused Events shall be events of default under the Contract.
- 6.5.3 If the Design-BUILDER is delayed or impacted in the performance of the Design Services or Work by an event of default or neglect caused by the Owner or other contractors engaged by or through the Owner, or those for whom they may be responsible at law (an "Owner Caused Event"), then, taking into account the critical path of the Work, the Contract Time shall be extended for such reasonable time as the Payment Certifier may recommend in consultation with the Design-BUILDER and the Owner. For clarity, an event dealt with specifically in another part of the Contract shall not be an Owner Caused Event. Any additional or extra costs or expenses incurred by the Design-BUILDER related to or arising from an Owner Caused Event shall be determined in accordance with GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES. The Design-BUILDER must provide a full, detailed, and organized account of: the facts and circumstances of the occurrence or conditions that is the subject of the Owner Caused Event to enable the Payment Certifier and Owner to determine whether or not the extension of time or additional cost or expense is justified and a description of the portions of the Work affected; and any additional costs or expenses being claimed related to or arising from an Owner Caused Event, including any supporting information or documentation for such costs or expenses, as required by the Payment Certifier or the Owner, before compensation for any delays or impacts will be considered. Unless otherwise agreed to in writing by the parties, the information and documentation must be presented promptly to the Payment Certifier and Owner, and in any event, no later than 14 calendar days after the date on which the Design-BUILDER delivered notice pursuant to paragraph 6.5.4. Nothing in this paragraph 6.5.3 shall be deemed to extend the time for delivery of notice, or revive a claim that has been waived, pursuant to paragraph 6.5.4.
- 6.5.4 Despite any other term in this Contract, the Design-BUILDER waives any claim for extension of Contract Time or compensation for costs, extra expenses, loss or damages incurred as the result of an Excusable Event or Owner Caused Event unless the Design-BUILDER provides a Notice in Writing of the claim to the Payment Certifier and Owner within ten (10) Working Days after the commencement of the delay or impact. The Notice in Writing shall describe: the facts and circumstances of the occurrence or conditions of the event to enable the Payment Certifier and Owner to determine whether or not the extension of time or additional cost or expense is justified and a description of the portions of the Work affected; any additional costs or expenses being claimed related to or arising from an Owner Caused Event; the date the delay or impact commenced, the anticipated duration of the delay or impact, the effect on the Contract Time and all steps taken or reasonably available to mitigate the delay or impact.
- 6.5.5 Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionized and non-unionized workers, on or related to the Place of the Work, shall be deemed to be: (a) an Owner Caused Event for disputes, strikes and lock-outs of or by the Owner; (b) a Design-BUILDER Caused Event for disputes, strikes and lock-outs of or by the Design-BUILDER or its subcontractors at any tier; (c) an Excusable Event for disputes, strikes and lock-outs of or by third parties.
- 6.5.6 In the event of an Excusable Event or an Owner Caused Event, the Owner may, at its option, request the Design-BUILDER, in writing, to take steps to accelerate the Design Services or Work rather than allow the Design-BUILDER an extension of the Contract Time. In this case, the Owner's request shall be dealt with in accordance with GC 6.2 - CHANGE ORDER or GC



### 6.3 - CHANGE DIRECTIVE.

- 6.5.7 Where there are concurrent delays or impacts, some of which are caused by *Design-Builder Caused Events* and some of which are not, the *Design-Builder* shall not be entitled to an extension of the *Contract Time* or compensation for costs, extra expenses, loss or damages. Concurrent delays or impacts are those that are caused by two or more independent events.
- 6.5.8 In the event that the *Design-Builder* is delayed or impacted in the execution of the *Design Services* or *Work* for any reason other than one for which an extension is permitted under GC 6.5 or if the *Design-Builder* fails to submit a *Notice in Writing* as required by paragraph 6.5.4, fails to submit and update the *Construction Schedule* as required by GC 3.6 or fails to perform the *Design Services* or *Work* substantially in accordance with the agreed *Construction Schedule*, the *Design-Builder* shall, at its own expense, take whatever measures are necessary to ensure the completion of the *Design Services* and *Work* by any *Critical Dates*.
- 6.5.9 The entitlement of the *Design-Builder* to claim an extension of the *Contract Time* or reimbursement of costs, extra expenses, loss or damages under GC 6.5 - DELAYS, shall be subject to the condition that the *Design-Builder* shall have exercised all reasonable efforts to avoid, or minimize the duration, cost and impact of any delay or impact in respect of which a claim for extension of the *Contract Time* or compensation is made, and provided sufficient evidence thereof to the *Payment Certifier* and *Owner*. The *Design-Builder* waives any claim for extension of *Contract Time* or compensation for delays or impacts, which do not adversely affect the *Critical Dates* or critical path for achieving *Substantial Performance* of the *Work*, or which could have been avoided, minimized or mitigated by the *Design-Builder* using reasonable efforts.
- 6.5.10 Each claim under GC 6.5 based, in whole or in part, on a particular event or circumstance must be submitted, and shall be considered, separately. No claim shall be allowed under this GC 6.5 -DELAYS, or otherwise under the *Contract*, for an extension of the *Contract Time* or compensation as a result thereof based upon the cumulative impact of two or more particular events causing delay or impact.
- 6.5.11 During any delays, suspension, or closure of the *Design Services* or *Work*, the *Design-Builder* shall: maintain adequate supervision and security over the *Design Services* and *Work*, undertake reasonable maintenance and protection of the *Design Services* and *Work* to maintain safety, protect *Products*, *Construction Documents*, material, plant and *Construction Equipment* already completed, installed in the *Work* or delivered to the *Place of the Work*, and provide protection for footings, foundations and any other part of the *Work* likely to become damaged during the delay, suspension or closure, unless otherwise agreed to by the parties."

### GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

#### ○ Delete paragraph 6.6.1 in its entirety and replace with the following:

- "6.6.1 For any claims related to a change in the *Contract Price* outside the scope of GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS and GC 6.5 - DELAYS, including, but not limited to: a claim for an increase to the *Contract Price* by the *Design-Builder* or a claim by the *Owner* against the *Design-Builder* for a credit to the *Contract Price*, the party making the claim shall give *Notice in Writing* of the claim in accordance with paragraph 6.6.3 to the other party and to the *Payment Certifier* no later than 10 *Working Days* from the commencement of the event or series of events giving rise to the claim, whichever is the earlier."

#### ○ Delete paragraphs 6.6.3 to 6.6.5 in their entirety and replace with the following:

- "6.6.3 The party making the claim shall include in its *Notice in Writing* under paragraph 6.6.1: a full, sufficient, organized, and detailed account of: the amount claimed, a sufficient and detailed description of the facts and circumstances of the occurrence or conditions that is the subject of the claim to enable the *Payment Certifier* and other party to determine whether or not the claim is justified and a description of the portions of the *Work* affected; the grounds upon which the claim is based, a description of the portions of the *Design Services* or *Work* affected, and any supporting information or documentation as may be necessary to support the claim and amounts claimed.
- 6.6.4 Where *Notice in Writing* by the *Design-Builder* has been provided by the *Design-Builder* in accordance with paragraph 6.6.1 and 6.6.3, and the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Payment Certifier* or other party may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further sufficient evidence and grounds upon which it is based. The party making the claim shall submit a final account, no later than fourteen (14) calendar days after the end of the effects resulting from the event or series of events.
- 6.6.5 Despite any other term in this *Contract*, if a party fails to provide *Notice in Writing* of its claim to the other party within the timeframe provided under paragraph 6.6.1 and in accordance with paragraphs 6.6.3 and 6.6.4, no payment, other than payment that is expressly stipulated in the *Contract* and agreed to by the *Parties* in writing shall be made for any credit owing to or any extra expense or any loss or damages whatsoever incurred or sustained by the claiming party related to or arising under paragraph 6.6.1.
- 6.6.6 The *Payment Certifier* shall review the claim made by either party, and provide findings with respect to the claim by giving *Notice in Writing* to both parties within 10 *Working Days* after receipt of the claim by the *Payment Certifier*, or within such other time period as may be agreed to by the parties.

- 6.6.7 If such finding is acceptable to the Parties, the Owner will issue appropriate instructions for a change in the Design Services or Work as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE. If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 - DISPUTE RESOLUTION."

## **PART 7 RIGHT TO SUSPEND OR TERMINATE**

### **GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE WORK COMMENCES**

- Amend paragraph 7.1.3 by deleting "20" in line 1 and replace with the following: "30"
- Amend paragraph 7.1.3 by deleting the words "paragraph 6.5.1 of" in line 3.
- Amend paragraph 7.1.4 by deleting "20" in line 1 and replace with the following: "30"
- Amend paragraph 7.1.4 by deleting the last sentence in its entirety and replacing it with the following: "Failing such an agreement, the Owner shall be deemed to have terminated the Contract and the Design-Builder shall be entitled to be paid for all Design Services reasonably and properly performed and for such other direct damages as the Design-Builder may have sustained as a result of the termination of the Contract."

### **GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- Amend paragraph 7.2.1 by adding the following after the word "bankrupt" in line 1: ", indicates potential insolvency or bankruptcy"
- Amend paragraph 7.2.2 by deleting the following words in line 2: "to a substantial degree"
- Add the following to the end of paragraph 7.2.2: "or in such other time period as may be subsequently agreed to in writing by the parties."
- Amend paragraph 7.2.5.1 by deleting the words "pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS" in lines 1 and 2 and replace with the following: "and Contract Documents"
- Add the following to the end of GC 7.2:

"7.2.7 Upon termination of the Contract, the Design-Builder shall upon request by the Owner, make available to the Owner, its authorized agents and representatives, all books and Records in the custody or possession of the Design-Builder relating to the Design Services and Work. If the Owner exercises its right to terminate the Contract, and upon request by the Owner, the Design-Builder shall make all reasonable efforts to sell, assign and set over to the Owner, without further consideration, those Construction Documents, agreements, arrangements and contracts with the Consultant, Other Consultants, Subcontractors, Suppliers and others to which the Design-Builder is a party with respect to the performance of the Design Services and Work, and in forms reasonably satisfactory to the Owner, execute such further assignments to give effect to the foregoing.

7.2.8 No action or failure to act by the Owner shall constitute forbearance or a waiver of any right or remedy the Owner may have under GC 7.2 - OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT and GC 11.2 - CONTRACT SECURITY, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Owner.

7.2.9 The Design-Builder, upon Notice in Writing of termination being sent or received, shall terminate all operations related to the Design Services and Work being terminated as soon as reasonably possible. Subject to any directions in the Notice in Writing of termination or any direction provided by the Owner, the Design-Builder shall discontinue ordering Design Services, Products, Construction Equipment, materials, facilities and supplies and shall make every reasonable effort to stop delivery of existing orders in relation to the Design Services or Work being terminated. In the event of termination, the Design-Builder shall cancel all existing orders related to the Design Services and Work being terminated, on the best terms available. The Design-Builder's obligation under the Contract as to quality, correction and warranty of the Design Services and Work performed by the Design-Builder up to the time of termination shall continue in force after termination.

7.2.10 Upon thirty (30) days prior Notice in Writing, the Owner may terminate the Contract for its convenience at any time and without cause. In the event of termination pursuant to this section, the Owner shall pay to the Design-Builder all reasonable amounts due to the Design-Builder on account of the Contract Price as the parties reasonably determines has been earned to the date of the notification together with documentation reasonably satisfactory to the Owner detailing all reasonable costs incurred by the Design-Builder due to such termination including costs of demobilization and terminating its contracts with the Consultant, Other Consultant, Subcontractors and Suppliers."

### **GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- Delete paragraph 7.3.1 in its entirety.
- Amend paragraph 7.3.2 by deleting "20" in line 1 and replace with the following: "30"

- **Delete subparagraphs 7.3.3.1 to 7.3.3.4 in their entirety and replace with the following:** 0055
  - “.1 the Owner fails to issue a certificate in accordance with and subject to the terms of GC 5.3 - PROGRESS PAYMENT;
  - .2 the Owner fails to pay the *Design-Builder* when due the amounts awarded by arbitration or court; or
  - 3 the Owner violates the requirements of the Contract to a substantial degree and the *Payment Certifier* confirms by written statement to the Contractor and Owner that sufficient cause exists.”
- **Amend paragraph 7.3.4 by adding the following after the “Working Days” in line 2:** “or in such other time period as may be reasonable or subsequently agreed to in writing by the parties”
- **Delete paragraph 7.3.6 in its entirety and replace with the following:**

“7.3.6 If the default cannot be corrected in the 5 Working Days specified or in such other reasonable time period or as may be subsequently agreed to in writing by the Parties, the Owner shall be in correction or remedy of the default if the Owner:

  - .1 commences the correction of the default within the specified time;
  - .2 provides the *Design-Builder* with an acceptable timeframe for such correction; or
  - .3 corrects the default in accordance with the terms of the Contract.

7.3.7 If the *Design-Builder* terminates the Contract under the conditions set out under GC 7.3 - DESIGN-BUILDER’S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT, paragraphs 7.2.7 and 7.2.9 shall apply and the Owner shall pay to the *Design-Builder* all reasonable and proper amounts due to the *Design-Builder* on account of the Contract Price as the parties reasonably determines has been earned up to the date of notification of the termination together with sufficient documentation reasonably satisfactory to the Owner detailing all reasonable and proper costs incurred by the *Design-Builder* due to such termination including costs of demobilization and terminating its contracts with the Consultant, Other Consultants, Subcontractors and Suppliers.”

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION**

- **Delete paragraph 8.1.2 in its entirety and replace with the following:**

“8.1.2 If a dispute does arise, the parties shall make all reasonable efforts to resolve their dispute by amicable negotiations; handle any disputes in a confidential and respectful manner, and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, subject to law.”
- **Delete paragraph 8.1.3 in its entirety and replace with the following:**

“8.1.3 If a dispute does arise, either party shall send a Notice in Writing of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 Working Days after receipt of such Notice in Writing, setting out particulars of the response and any relevant provisions of the Contract Documents. If within 30 calendar days following receipt of a responding party’s Notice in Writing of reply or within such further period agreed to by the parties in writing, the parties have not resolved their dispute by amicable negotiations, then either party may, upon prior Notice in Writing to the other party of its intent to do so, refer the unresolved dispute to the courts or, upon mutual written agreement by the parties, to any other form of alternate dispute resolution, including mediation.
- **Amend paragraph 8.1.4 by deleting the last sentence in the paragraph beginning with “If it is subsequently determined” and replace with the following:**

“If it is subsequently determined that a party was in error or at variance with the Contract Documents, that party shall pay the other party’s direct and reasonable costs incurred by the error or variance with the Contract Documents, including costs resulting from interruption of the *Design Services* or the *Work*.”
- **Delete paragraphs 8.1.5 to 8.1.10 in their entirety.**

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- **Amend paragraph 9.1.2 by adding the following after the words “location of” in line 1:** “and protect”
- **Add the following to the end of GC 9.1:**

“9.1.5 The *Design-Builder* shall take all precautions necessary to minimize the spread of dust, dirt and noise from the *Place of the Work* to adjacent properties and streets and shall be responsible for all cleaning operations necessary for failure to exercise such precautions.

9.1.6 The *Design-Builder* shall provide all barricades, doors, gates, locks, scaffold, barriers, fences, warning signs, lights and personnel necessary for the protection of *Work* and property on and adjacent to the *Place of the Work*.

9.1.7 Without in any way limiting the *Design-Builder*’s obligations under this GC 9.1 – PROTECTION OF WORK AND PROPERTY, if the *Design-Builder* or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the Owner or third parties, the *Design-Builder* shall pay all costs for any replacement of the trees or other plantings damaged, including the cost of any arborist or other consultant retained by the Owner or third

party, and such costs, if paid by the Owner, may be deducted by the Owner from amounts otherwise owing to the Design-Builder. 0056

- 9.1.8 The Design-Builder shall enforce all fire protection measures during construction of the Work as those measures are outlined in the Contract Documents."

## GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- Delete paragraph 9.2.1 in its entirety.
- Amend paragraph 9.2.4 by adding the following after the word "Contract" in line 1: "or law"
- Amend paragraph 9.2.5 by adding the following after the words "substances" in line 1: "including mould"
- Add the following to the end of paragraph 9.2.5:

"3 and; take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials."
- Delete subparagraph 9.2.7.4 in its entirety.
- Delete subparagraph 9.2.8.4 in its entirety.

## GC 9.3 ARTIFACTS AND FOSSILS

- Amend paragraph 9.3.2 by adding the following after the numbers "9.3.1" in line 2: "and comply with Yukon's Historic Resources Act RSY 2002, c. 109 (as amended)"

## GC 9.4 CONSTRUCTION SAFETY

- Delete paragraph 9.4.1 in its entirety and replace with the following:

"9.4.1 The Design-Builder shall be solely responsible for health and safety at the Place of the Work and for compliance with the rules, regulations and practices required by the OHSA or any other applicable health and safety legislation and shall be responsible for: initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and filing any notices or any similar document required pursuant to the applicable health and safety legislation or its regulations (as amended).
- 9.4.2 The Design-Builder shall be solely responsible for ensuring that all employers including all Subcontractors, other contractors and other employers with workers or their agents attending the Place of the Work comply with the OHSA with respect to the Project. The Design-Builder undertakes and assumes all of the responsibilities and duties of the "Constructor" and "principal contractor" as defined in the OHSA with respect to the Project, and shall, without limitation:
  - .1 carry out all proper health and safety measures and procedures for the Project;
  - .2 ensure that every employer including the Consultant, Other Consultant, Suppliers, Subcontractors, other contractors and all persons working at or attending the Place of the Work comply with the OHSA; and
  - .3 ensure the health and safety of all workers and all employers at the Place of the Work.
- 9.4.3 If the Design-Builder fails to comply with its obligations and responsibilities described in this GC 9.4 – CONSTRUCTION SAFETY, the Owner may require the Design-Builder to take any remedial measures which the Owner deems necessary, including, but not limited to: stopping the performance of the Work (in whole or in part), or using its own employees or those of the Design-Builder, any Subcontractor or any other contractor to perform such remedial measures. For greater certainty, the Owner's right to take remedial measures under this section, does not relieve the Design-Builder of its obligations and responsibilities as the Constructor under this Contract.
- 9.4.4 Unless otherwise agreed to by the parties, the Design-Builder shall develop, maintain and supervise for the duration of the Work a comprehensive health and safety program that shall, as a minimum, respond fully to the OHSA and general construction practices for the health and safety of persons or property including, without limitation, any general safety rules and regulations of the Owner. The Design-Builder shall provide to the Owner a copy of the health and safety program described in GC 9.4.4 prior to the commencement of the Work and shall at all times require, as far as reasonably practical, every employer and worker performing work in respect of the Project to comply with such program.
- 9.4.5 The Design-Builder shall arrange regular safety meetings at its expense at least once per week. The Design-Builder shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities.
- 9.4.6 The Design-Builder shall promptly report by Notice in Writing to the Owner all accidents or injuries of any sort arising out of or in connection with the performance of the Work or Project whether on or adjacent to the Place of the Work, giving full details and statements of witnesses (if any). If death or serious injuries or damages occur related to the Work or Project, the accident shall be promptly reported by the Design-Builder to the Owner by telephone or messenger in addition to any reporting required under the OHSA.
- 9.4.7 The obligations of the Design-Builder under GC 9.4 – CONSTRUCTION SAFETY will be considered to be included in the Work and therefore no additional or separate payment will be made to the Design-Builder for such obligations.

9.4.8 If the Contract Price is \$100,000.00 or more, the Design-Builder shall maintain in good standing one of the following safety certifications issued by Northern Safety Network Yukon during the term of the Contract: 0057

- .1 COR (Certificate of Recognition);
- .2 SECOR (Small Employers Certificate of Recognition);
- .3 OCOP (Owner Operator Certificate of Proficiency);
- .4 TLC (Temporary Letter of Certification); or
- .5 COREL (COR Equivalency Letter).

The Design-Builder may move from a TLC or COREL to a COR, SECOR or OCOP certification during the term of the Contract.”

#### GC 9.5 MOULD

○ Delete paragraph 9.5.4.4 in its entirety.

### PART 10 GOVERNING REGULATIONS

#### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

○ Delete paragraphs 10.2.1 to 10.2.3 in their entirety and replace with the following:

“10.2.1 The laws of the Place of the Work shall govern the Design Services and the Work. The Design-Builder shall comply with all applicable Owner policies and standards, federal, territorial, provincial, and municipal laws in the performance of its obligations under this Contract, and shall ensure that the Consultant, all Other Consultants, Subcontractors and Suppliers also comply with all applicable Owner policies and standards, federal, territorial, provincial, and municipal laws in the performance of the Work. Upon request by the Owner, the Design-Builder shall provide proof of compliance with any law, policy, or standard to the reasonable satisfaction of the Owner.

The Design-Builder shall comply with all applicable provisions of the Yukon’s Employment Standards Act RSY 2002, c 72 (“ESA”), including, but not limited to: paying applicable wage rates in accordance with the most current version of the Fair Wage Schedule under the ESA (as amended). The Design-Builder shall post and keep posted a copy of the most current Fair Wage Schedule in a conspicuous place on the work site where it is most likely to come to the attention of employees and subcontractors. The Design-Builder shall promptly comply with any order or pay any fine, compensation, penalty, or valid claim it incurs arising from or related to the ESA. Upon request by the Owner, the Design-Builder shall, in a form and with content acceptable to the Owner, provide sufficient proof of compliance with this clause. If the Design-Builder fails to comply with this clause, then, in addition to any other rights and remedies available under this Contract or by law, the Owner shall be entitled to withhold any amounts payable to the Design-Builder, or deduct from amounts payable to the Design-Builder an amount sufficient to cover any liability which may be incurred resulting from any failure to comply with this clause.

10.2.2 The Design-Builder is responsible for and shall obtain and pay for building permits, and all other necessary approvals and permits related to the Work, except for the permits and fees for which the Contract Documents specify as the responsibility of the Owner.

10.2.3 Unless otherwise stated, the Design-Builder shall be responsible for the procurement and maintaining of permits, licences, inspections, and certificates, which are necessary for the performance of the Work in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement and maintenance.”

○ Delete paragraphs 10.2.5 and 10.2.6 in their entirety and replace with the following:

“10.2.5 If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the Design-Builder shall promptly advise the Owner in writing requesting direction immediately upon such variance or change becoming known and if requested by the Owner, shall perform no further work or services on the affected components of the Design Services or Work until the necessary changes to the Contract Documents have been obtained by the Design-Builder from the Owner. The Owner will make the changes required to the Contract Documents as provided in GC 6.1 - OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the Design-Builder fails to advise the Owner in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing or reasonably ought to have known it to be contrary to any laws, ordinances, rules, regulations, or codes; the Design-Builder shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.”

#### GC 10.4 WORKERS’ COMPENSATION

○ Delete paragraph 10.4.1 in its entirety and replace with the following:

“10.4.1 Prior to commencing the Work and for the duration of the Work, the Design-Builder shall, with every application for payment under this Contract or upon request by the Owner or Payment Certifier, provide evidence of compliance with

**PART 11 INSURANCE AND CONTRACT SECURITY****GC 11.1 INSURANCE****O Delete paragraphs 11.1.1 to 11.1.8 in their entirety and replace with the following:**

- "11.1.1 The Design-Builder shall, at its own expense, provide and maintain the following insurance coverage with minimum requirements:
- .1 Commercial General Liability Insurance with a limit not less than \$2,000,000.00 covering all operations related to the Work whether conducted on the Place of Work or elsewhere, such insurance shall include coverage for:
    - .1 Bodily Injury; including Death and Property Damage for any one occurrence or series of occurrences arising out of one event;
    - .2 Completed Operations Coverage;
    - .3 Contingent Employer's Liability;
    - .4 Contractor's Protective Liability;
    - .5 Blanket Contractual Liability Assumed Under this Contract;
    - .6 Cross Liability;
    - .7 Personal Injury Coverage;
    - .8 Operation of attached machinery;
    - .9 Broad form property damage endorsement;
    - .10 Product Liability coverage;
    - .11 Sudden and accidental pollution; and
    - .12 If applicable, the policy described in subparagraph 11.1.1 shall be endorsed to include blasting, pile driving, caissons, pressure vessels, collapse, marine, aircraft, fertilizer operations, and all other hazards to which the Work may be exposed;
  - .2 Automobile Liability Insurance in accordance with all applicable legislation for all vehicles used in the performance of the Work; and
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work.
- 11.1.2 The Design-Builder shall provide and maintain the insurance coverage under paragraph 11.1.1 1 in full force and at all times during the performance of the Work and this Contract.
- 11.1.3 The Design-Builder shall, at its own expense, provide and maintain Builder's Risk insurance, which shall insure the Work on an "All Risks" basis including the perils of flood and earthquake. This Policy shall insure the Design-Builder and the Owner with loss, if any, payable to the Owner and to the Design-Builder as their respective interests appear. The amount of insurance shall be sufficient to cover the full replacement value of all the Work completed at all times, plus the value at the Place of the Work of all materials and property to be incorporated into and form part of the finished Work. All form-work, tarpaulins, scaffolding and materials used for temporary protection for winter work shall be included. The Design-Builder shall provide and maintain the insurance coverage under paragraph 11.1.3 in full force from the date of commencement of the Work until Substantial Performance of the Work.
- 11.1.4 The Government of Yukon shall be specified as: an additional insured on all required Commercial General Liability Insurance and a loss payee and named insured on all Builders Risk Insurance.
- 11.1.5 The Design-Builder shall, at its own expense, and without restricting any obligations or liabilities under the Contract, carry Professional Liability Insurance, on a claims made basis, with a limit of not less than \$1,000,000 per claim, and with an aggregate limit of not less than \$2,000,000 within any policy year, unless otherwise agreed to in writing by the parties, which shall insure against claims caused by an error, omission or negligent act, malpractice or other similar acts resulting from the Design-Builder's performance under this Contract or for which the Consultant or Other Consultant is liable, which shall survive and continue as valid and collectible insurance for a period of at least 6 years after the expiry or termination of this Contract. The Design-Builder shall ensure that its officers, employees, contractors, agents and successors, Consultant, and Other Consultant are covered under its Professional Liability Insurance or obtain and maintain similar insurance to the reasonable satisfaction of the Owner.
- 11.1.6 Prior to commencement of the Design Services and Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Design-Builder shall promptly provide the Owner with a certificate of insurance and, if required by the Owner, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Design Services or Work.
- 11.1.7 The Design-Builder shall pay all deductibles, if any, for any of the insurance policies required under this Contract.
- 11.1.8 The Design-Builder shall immediately notify the Owner of any material change in, cancellation or lapse of, or expiration of coverage in the above insurance policies. Where possible, the Design-Builder shall ensure that each insurance policy shall contain a provision that thirty (30) days prior written notice, or the statutory notice period for cancellation for non-payment of

premium, shall be given by the Insurer to the Design-Builder and the Owner in the event of any material change in, cancellation or lapse of, or expiration of coverage. Any such notice received by the Design-Builder shall be transmitted promptly to the Owner.

- 11.1.9 If the Design-Builder fails to provide or maintain insurance as required by the Contract, then the Owner may require the Design-Builder, at the Design-Builder's risk and expense, to stop all Design Services or Work until satisfactory evidence of coverage is produced by the Design-Builder, or the Owner shall have the right to provide and maintain such insurance and give evidence to the Design-Builder. The Design-Builder shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Design-Builder.
- 11.1.10 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work."

#### GC 11.2 CONTRACT SECURITY

**O Delete paragraphs 11.2.1 to 11.2.2 in their entirety and replace with the following:**

- "11.2.1 Prior to commencing the Design Services and Work, the Design-Builder shall provide to the Owner with contract security as follows:
- .1 where the Contract Price is \$1,000,000.00 or more, a Performance Bond and a Labour and Material Payment Bond, each in an amount equal to or more than 50% of the Contract Price. If the contract security is in the form of surety bonds, such bonds must be acceptable to the Owner, be issued by a duly licensed surety company authorized to transact a business of surety-ship in the province or territory of the Place of the Work, and be maintained in good standing until the fulfilment of the Contract; or
  - .2 where the Contract Price is less than \$1,000,000.00, a Performance Bond and a Labour and Material Payment Bond, each in an amount equal to or more than 50% of the Contract Price in accordance with paragraph 11.2.1.1 OR contract security in the amount of 10% of the Contract Price, which may be in the form of a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit in a form acceptable to the Owner, which will be retained and held in trust by the Owner for the Contract Time. If the contract security is in the form of a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit, upon issuing the certificate of Substantial Performance of the Work or the certificate of final payment, whichever applies, the Owner may, if the Design-Builder is not in default, permit the Design-Builder to adjust the amount of the contract security to only such amount that is then required for purposes of the Contract. Upon the prior written consent of the Owner, the contract security may be replaced with a performance bond and labour and materials bond each in the amount of 50% or more of the Contract Price.
- 11.2.2 If:
- .1 the Design Services or Work is taken out of the Design-Builder's hands or is terminated pursuant to GC 7.2 – OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT;
  - .2 the Design-Builder is in breach of or in default of its warranty obligations under GC 12.5 – WARRANTY; or
  - .3 the Design-Builder is in breach of or in default under the Contract
- then the Owner may convert the contract security, if any, to the Owner's own use.
- 11.2.3 If the Owner converts the contract security pursuant to paragraph 11.2.2, the amount realized shall be deemed to be an amount due from the Design-Builder to the Owner under the Contract. For greater certainty, the forfeiture of the contract security will not limit the Owner from seeking additional claims, damages, or remedies the Owner may be entitled to by reason of the Design-Builder's failure to successfully complete the Contract in accordance with its terms and conditions.
- 11.2.4 Any balance of an amount referred to in paragraph 11.2.3 that remains after payment of all losses, damage and claims of the Owner and others, shall be paid by the Owner to the Design-Builder if, in the reasonable opinion of the Owner, it is not required for the purposes of the Contract.
- 11.2.5 The Design-Builder fully and irrevocably consents to the Owner's full disclosure of its Labour and Materials Bond and the terms therein to any Subcontractors."

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.2 INDEMNIFICATION

**O Delete paragraphs 12.2.1 to 12.2.6 in their entirety and replace with the following:**

- "12.2.1 The Design-Builder shall indemnify and hold harmless the Owner from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:
- .1 caused by:
    - .1 the errors, omissions, or negligent acts of the Design-Builder, or
    - .2 a breach by the Design-Builder to fulfill its terms or conditions under this Contract; and
  - .2 made by Notice in Writing from the Owner within a period of 6 years from the date of Substantial Performance of

the Work as set out in the certificate of Substantial Performance of the Work issued under GC 5.4 – <sup>0060</sup>  
SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any  
limitation statute of the province or territory of the Place of the Work.

12.2.2 If any claim or demand is made or a lien is registered by a builder, Consultant, Other Consultant, Subcontractor, Supplier or labourer against the Owner, the Project, the Work or property interest of the Owner, caused by the Design-Builder, the Design-Builder shall indemnify and hold harmless the Owner with respect to any action or proceeding which may arise as a result of such claim, demand or lien and reimburse the Owner for damages which may result from such action or proceeding and any costs related to the removal of such liens.

12.2.3 The obligation to indemnify under paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all reasonable legal costs, and shall survive the termination or expiry of this Contract.”

### **GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES**

**O Delete GC 12.3 in its entirety.**

### **GC 12.4 WAIVER OF CLAIMS**

**O Delete GC 12.4 in its entirety.**

### **GC 12.5 WARRANTY**

**O Delete paragraphs 12.5.1 to 12.5.8 in their entirety and replace with the following:**

“12.5.1 Except for extended warranties as described in paragraphs 12.5.7 and 12.5.11, the warranty period under the Contract is one year from the date of Substantial Performance of the Work.

12.5.2 The Design-Builder shall be responsible for the proper performance of the Design Services and Work in accordance with the Contract Documents.

12.5.3 The Owner shall promptly give the Design-Builder Notice in Writing of observed errors and omissions or defects and deficiencies which occur during the warranty period, and may specify a reasonable time within which the errors and omissions or defects and deficiencies must be rectified.

12.5.4 Subject to paragraph 12.5.2, the Design-Builder shall promptly or within the reasonable timeframe provided by the Owner, at the Design-Builder's expense, correct any errors or omissions or defects or deficiencies in the Design Services or Work which appear prior to and during the warranty period. Corrective work or services that are carried out by the Design-Builder shall be carried out at such time as agreed upon by the Parties. Prior to the expiry of the warranty period or the expiry of any warranty period extended pursuant to paragraph 12.5.10, the Owner reserves the right to carry out a detailed review of the corrective work or services, and the Design-Builder shall correct any outstanding errors and omissions or defects and deficiencies identified by the Owner.

12.5.5 The Design-Builder shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4, and shall bear all reasonable costs, involved in revising or administering documents or removing or replacing adjacent affected materials and completely restoring such materials to their original finish or state.

12.5.6 The Owner may carry out, or have Other Contractors carry out, rectification work at the Design-Builder's cost if:

- .1 the Design-Builder fails to correct the deficiency or other defect in the Work within a reasonable time, not to exceed 14 calendar days, unless the nature of the defect or deficiency is such that it cannot be corrected within such time and the Owner, acting reasonably, agrees to an extension of such time; or
- .2 the nature of the defect is such that it substantially affects the Owner's operations or use of the Work; creates a risk to the health or safety of any person on or adjacent to the Place of the Work; risk of damage to the Work, the environment or any property; or creates undue financial burden on the Owner.

12.5.7 Any extended warranties required beyond the 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 to the benefit of the Owner. The Design-Builder shall provide and be responsible for securing, transferring, and assigning to the Owner, all warranties and guarantees related to the Design Services or Work as may be available from the Consultant, Other Consultant, Subcontractors, Product manufacturers and Suppliers. The Design-Builder shall deliver to the Owner the originals of such warranties and guarantees upon final completion of the Design Services and Work and prior to final payment under the Contract. The Design-Builder shall do all things and provide all assistance reasonably necessary to enable the Owner to enforce warranties and guarantees provided by any Subcontractors and Product and equipment manufacturers or distributors.

12.5.8 All warranties and guarantees including, without limitation, any roofing warranty and those for mechanical or electrical equipment and systems in use by the Design-Builder before the date of Substantial Performance of the Work shall commence on the date of Substantial Performance of the Work or the issuance of the final occupancy permit for the Work, whichever is the later.

12.5.9 The Owner shall have the right to assign all warranties and guarantees to a new owner or owners and the Design-Builder shall make, do, execute and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such assignment.

12.5.10 The issuance of any certificate pursuant to the Contract in no way relieves the Design-Builder from correcting errors or omissions and deficiencies or defects not readily apparent at the time of the issuance of the certificate.



12.5.11 When errors or omissions and defects and deficiencies have not been corrected by the *Design-Builder*, the warranty period shall be reasonably extended, at no additional cost to the Owner, so as to end at such time when such errors or omissions and defects and deficiencies are corrected."

## PROJECT SPECIFIC TERMS AND CONDITIONS

### 1.0 Compliance with Covid Requirements and Laws

- .1 The Contractor shall comply with all applicable guidelines, laws, orders, requirements, and any revisions or amendments thereto issued by Government of Yukon or other government authorities related to Covid-19 in the performance of the Work and Contract, including:
  - .1 any orders issued under the *Civil Emergency Measures Act*, RSY 2002, c.34, including: the *Civil Emergency Measures Enforcement (COVID-19) Order MO 2020/13*, and *Civil Emergency Measures Health Protection (COVID-19) Order MO 2020/14*, which include requirements for individuals entering Yukon to self-isolate for 14 calendar days upon arrival to Yukon;
  - .2 the Government of Yukon issued “Direction and Guidelines for the Delivery of Critical, Essential and Other Services In Response to COVID-19, April 2, 2020”; and
  - .3 any other applicable guidelines, orders, laws or requirements issued by Government of Yukon or other governmental or municipal authorities

(collectively, the “Covid Requirements”).

Please see: <https://yukon.ca/covid-19> for further information and updates.

- .2 The Contractor shall ensure that all workers, subcontractors or suppliers engaged in the performance of the Work comply with any Covid Requirements. Upon request by the Owner, the Contractor shall provide to the Owner, sufficient proof of compliance with any Covid Requirements to the reasonable satisfaction of the Owner.
- .3 The Contractor must ensure that Covid Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.
- .4 This Contract does not operate as a permit, license, approval or other authority required by statute which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work or Contract. Nothing in this Contract is to be construed as interfering with the exercise or enforcement of any statutory power, order, or duty by the Government of Yukon, its agencies or any statutory officer. Government of Yukon and its agencies shall not be liable in any way for the exercise or enforcement of any statutory power, order, or duty by the Government of Yukon, its agencies or any statutory officer.

### 2.0 Changes to Covid Requirements and Meeting Covid Requirements After the First 4 Months – Increases or Decreases to the Cost or Time to Perform the Work

- .1 If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work for the Contractor due to changes in Covid Requirements that came into effect after the date this Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order or Change Directive in accordance with the terms of the Contract.
- .2 If Covid Requirements that were in effect on the date this Contract was executed are still in effect after four (4) months from the date of execution of this Contract, then the Contractor shall be entitled to a reasonable extension of time and/or reimbursement for reasonable and proper costs directly resulting from any applicable Covid Requirements that the Contractor is required to comply with after such four (4) month period, subject to: the terms of the Contract; any notice requirements, and a sufficient and detailed description, including any supporting evidence that the Owner may reasonably require to assess and support an extension of time and/or make payments for any additional costs or delays related to any Covid Requirements. Such payment shall be calculated on a monthly basis, unless otherwise agreed to in writing by both Parties.
- .3 The Contractor shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from Covid Requirements. Upon request from the Owner, the Contractor will promptly submit a sufficient and detailed description, supported by any documentation as the Owner may reasonably require, of the measures and steps taken by the Contractor to mitigate any additional costs or delays.

- .4 Despite any other term in this Contract, if the Contractor fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of the Contract, then no extension of time shall be provided to the Contractor and no payment shall be made to the Contractor for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from any changes in Covid Requirements.
- .5 The Contractor shall ensure that: any contract security and insurance coverage required under this Contract is adjusted accordingly commensurate with any change to Covid Requirements, the Work, or Contract; and such coverage remains valid and is maintained until completion of the Work and fulfillment of the Contract. Upon request by the Owner, the Contractor shall provide the Owner with sufficient proof and confirmation that the contract security and insurance coverage is valid and has been adjusted accordingly and approved by the insurer, surety or issuer.

### **3.0 Changes in members of the Design-Builder**

- .1 If any member of the Design-Builder needs to be replaced throughout the Project, the change shall be proposed to YG, who then review the relevant resume and experience of the proposed substitution for a period of 10 working days. If the proposed replacement is deemed adequate, being that they score equally or more qualified than the original person, using the RFP criteria, they will be accepted. If they are not accepted, then the Design-Builder will continue to suggest alternate replacements, at their own cost. Delay to the project due to personnel replacement is not accepted.

### **4.0 Changes to Project schedule**

- .1 Any changes throughout the Project to the original Project schedule submitted by the proponent as part of the proposal will need to be agreed to by the Owner via Change Order. Monthly schedule submissions shall always be based on and compared to the original schedule so Project progress can be tracked in relation to the original schedule. The Design-Builder shall make best efforts to escalate the design and/or construction if any delays in the schedule are experienced.

### **5.0 Add the following to GC 3.8 LABOUR AND PRODUCTS**

- .1 3.8.8 This Contract is eligible for the Yukon Business Incentive Policy for Construction.
  - .1 The Contractor shall incorporate these terms and conditions into each subcontract agreement.
  - .2 The program is administered by the Business Incentive Office. Application for rebates and reporting requirements shall be through the Business Incentive Office.
    - .1 The Owner may request copies of any employment reporting submitted to the Business Incentive office and may request access to payroll records and other records of the Contractor and subcontractor as necessary to verify submitted information. Contractor shall furnish such information requested and the Owner shall determine the frequency and schedule of such verifications. Verifications may be done by spot-checking.
    - .2 The information supplied by the Contractor will be monitored, and where wages do not agree with the Fair Wage Schedule, the submissions will be referred to Labour Services.
    - .3 General information for eligible construction contracts:
      - .1 Yukon Apprentice incentive rebates are available to General and Subcontractors on all eligible construction contracts, regardless of contract value. (The rebate is 15% of the total wages including specific benefits. A Yukon Apprentice is a Yukon resident who has a valid apprenticeship contract and is registered as an apprentice with the Director of Apprenticeship Training in the Yukon).

- .2 Yukon Youth incentive rebates are available to General and Subcontractors on all eligible construction contracts, regardless of contract value. This rebate can be claimed for wages paid to Yukon youth who are not enrolled in an apprenticeship program. (The rebate is 15% of the total wages including specific benefits. A Yukon youth is a Yukon resident who is 16 to 24 years old inclusive).
- .3 Yukon Materials incentive rebates are available to manufacturers of Yukon materials incorporated into eligible contracts, regardless of contract value. (Refer to Construction Materials Incentive Rebate Schedule. Value is determined by actual price paid to the manufacturer – excluding installation – times applicable rebate rate.)
- .4 Yukon Labour incentive rebates are available to General and Subcontractors on all eligible construction contracts where the award price is \$100,000.00 or greater (initial award value- subsequent change orders will not alter the original determination.) (A minimum of 80% of the total wages, including specific benefits, must have been paid to or on behalf of Yukon residents in order for the Contractor to claim a rebate. A 5% rebate will be paid on the first 80% of the total wage and benefit cost, 15% on the next 10%, and 20% on the last 10%. A Yukon resident is a person who resides in the Yukon and has maintained a valid Yukon Health Insurance Plan Registration for at least 90 days immediately prior to the date of hire.)
- .5 More information, the actual policies, and the Rebate Schedule can be found on the Business Incentive website at:  
[www.economicdevelopment.gov.yk.ca/general/businessincentive-program.html](http://www.economicdevelopment.gov.yk.ca/general/businessincentive-program.html)
- .6 For further information contact the Business Incentive Office at (867) 393- 6459 or [BIP.office@gov.yk.ca](mailto:BIP.office@gov.yk.ca)

## **6.0 Add the following to GC 4.2 CONTINGENCY ALLOWANCES**

- .1 4.2.5 Where the Owner directs the Contractor to carry out work that the Owner determines to be additional to that required in the Contract, the Owner may choose to pay for such work from the Contingency Allowance at negotiated prices.
- .2 4.2.6 Any Contingency Allowance is an allowance which is for the sole benefit of the Owner. While the Owner shall, as required by the Contract Documents, pay the Contractor for Work performed, the Owner has no obligation to pay any of the Contingency Allowance to the Contractor.

## **7.0 Add the following to GC 6.2 CHANGE ORDER**

- .1 6.2.3 The percentage of markup on Sub-Contractors and/or Materials is 10% on the actual costs incurred by the Contractor. The Owner and the Contractor must agree on the adjustments in the Contract Price due to the Sub- Contractor and/or Materials prior to approval of the Change Order.
- .2 6.2.3.1 If a Sub-Contractor is not listed in the Bid Form: List of Subcontractors, the Contractor will not be able to include a markup percentage on Change Orders or Change Directives. The Owner reserves the right to make an exception to the preceding, if the scope of the Change Order or Change Directive is outside of the original scope of the contract and requires a new Subcontractor.

# SPECIFICATIONS

## 1. Overview

- 1.1 The Government of Yukon (YG) as represented by the Department of Highways and Public Works (HPW) is looking for a Design-Build team to take the Indicative Design for the new Whistle Bend Elementary School provided with this RFP and fully develop it to a 100% complete design, and build the new School. The Government of Yukon will use the Canadian Construction Documents Committee's CCDC-14 Design-Build Stipulated Price Contract (2013), modified by the Government of Yukon's Supplementary General Conditions, for the design and construction of the new facility. The school design and specifications must meet or exceed the parameters set out in the Owner's Statement of Requirements (SOR) and its appendices. The SOR and indicative design provided with this RFP have been developed through consultation process with all stakeholders.

## 2. Background Information

- 2.1 The Government of Yukon will be constructing an elementary school on lot 333 in the new Whistle Bend Subdivision (WBS), Whitehorse. This will be the first school built in WBS and is expected to accommodate up to 425 students in grades K-7. The school's location and role in the Whistle Bend community were identified in the 2008 WBS Master Plan and have been affirmed in a number of subsequent public and professional reviews.

## 3. Description and Scope of Work

- 3.1 The provided Indicative design shall to be adopted and its development completed.
- 3.2 The foundation type recommended in the provided geotechnical report from Golder Associates is to be followed, unless it is deemed inadequate by the Design-Builder. If deemed inadequate by the Design-Builder, the Design-Builder shall provide clear justification for their conclusion and suggest an adequate foundation system, which shall be subject to approval by the Owner.
- 3.3 Refer to the Statement of Requirements and indicative design in attachment.

## 4. Access to the Site

- 4.1 The Owner, and any of its representatives (including, but not restricted to, the Owner's Advisor), will have unrestricted access to the site for reviews and inspections. Additionally, the Owner, and any of its representatives, will be allowed by the Design-Builder to see the Work during construction before boarding-up.
- 4.2 Lot 120 in Whistle Bend, across Olive May Way from lot 333, will be available for use as laydown area for the duration of the project. Use of the lot by the Design-Builder shall comply with the requirements below:
- .1 The lot must be returned to YG promptly after substantial completion of the project.
  - .2 Any contamination that is induced by the Design-Builder shall be remediated before the lot is returned to YG.
  - .3 The lot may only be used as a laydown area for the Whistle Bend Elementary School project.
  - .4 Costs incurred from improving the lot (laying aggregate, etc.) shall be the Design-Builder's responsibility.

## 5. Labour-hours and training/capacity development reporting

- 5.1 The Design-Builder shall provide a report with all labour-hours and training/capacity development hours on this project at the end of each month. The report will show the current month's labour-hours and the cumulative labour-hours up until the month of the report, as well as current month's training/capacity development hours and the cumulative training/capacity development hours. The hours will be broken down into:
- .1 Labour-hours:
    - 1. Yukon First Nation employees employed by the Design-Build team;
    - 2. Yukon First Nations subcontractors;



# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order1

In Contract with:

**KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA**

Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
PMD ACCOUNTING W-5  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

## Change Order Details:

The work described below is to be undertaken as part of your contract and your contract price is to be adjusted as indicated.

### Whistle Bend School Design-Build

Delete section 4.2 of the Project Specific Terms and Conditions, Specifications under Book 1 of the Contract Documents in its entirety and replace with the following:

4.2 The Design-Builder and Daghay Development Corporation ("DDDC") have established an agreement for the use of Lot 120 in the Whistle Bend Subdivision ("Lot 120"). The Parties acknowledge and agree that Lot 120 is removed from the Contract as a laydown area provided by the Owner, and is no longer for the exclusive use of the Design-Builder.

The Design-Builder, shall at its own cost, be solely and fully responsible for:

1. Making any and all arrangements for acquisition and use of an alternative laydown area during performance of the Work and Project, which may include establishing an agreement with DDDC to share Lot 120 as a laydown area for the Work, and/or any and all arrangements to obtain another adequate area for laydown if necessary for the Work;
2. Any costs associated with not having exclusive use of Lot 120 during performance of the Work and Project;
3. Ensuring the Construction Schedule is not impacted by the removal of Lot 120 from the Contract or as a laydown area for the Work or Project; and
4. Making any and all arrangements to ensure adequate laydown area is available for the Work in the event the Project is delayed for any reason and a laydown area is needed for a longer period than currently planned.

Delete section 4.2 of the Issued for Design-Build Specifications under Book 2 of the Contract Documents in its entirety and replace with the following:

4.2 The Design-Builder and Daghay Development Corporation ("DDDC") have established an agreement for the use of Lot 120 in the Whistle Bend Subdivision ("Lot 120"). The Parties acknowledge and agree that Lot 120 is removed from the Contract as a laydown area provided by the Owner, and is no longer for the exclusive use of the Design-Builder.

The Design-Builder, shall at its own cost, be solely and fully responsible for:

1. Making any and all arrangements for acquisition and use of an alternative laydown area during performance of the Work and Project, which may include establishing an agreement with DDDC to share Lot 120 as a laydown area for the Work, and/or any and all arrangements to obtain another adequate area for laydown if necessary for the Work;
2. Any costs associated with not having exclusive use of Lot 120 during performance of the Work and Project;
3. Ensuring the Construction Schedule is not impacted by the removal of Lot 120 from the Contract or as a laydown area for the Work or Project; and
4. Making any and all arrangements to ensure adequate laydown area is available for the Work in the event the Project is delayed for any reason and a laydown area is needed for a longer period than currently planned.

For additional clarity, there will be no additional costs or delays to the Design Services, Work or Project related to the changes or terms under this Change Order.

Building #0000 - Whistle Bend School





# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order1

Project #00519  
Contract Manager: Miguel Marques

Please send invoices to one of the following:  
Email: PM.AdminAccount@yukon.ca  
Fax: 867-393-6319  
Mail: P.O. Box 2703 (W-5)  
Whitehorse, Yukon Y1A 2C6

All other terms and conditions of this contract remain the same.

The contract amount is: Reduced by: 0.00 Increased by: 0.00  
Original contract amount: 42,801,574.87 Total increases: 0.00 Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 42,801,574.87**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

*Eric Brohman*

Signature

Eric Brohman, Project Manager

Approved, authorized Officer/title  
Print Name

2922/01/27

Date (year/month/day)

668 5997 ex 30

Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

*[Signature]*

Signature

*Paul McConnell*  
Deputy Minister  
Highways and Public Works

Approved, authorized Officer/title  
Print Name

*22/2/2*

Date (year/month/day)

## For Government of Yukon Office Use Only

Registry Description:	Whistle Bend School Design-Build	YG Contract Manager:	Miguel Marques 867-334-9863
Vendor Id:	CDKETZACONST	Billing Contact:	Financial Advisor 867-667-8634

# Standard Change Order

C00061548

## Registry Description: Whistle Bend School Design-Build

**Contractor:** CDKETZACONST  
KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA

**Contract Manager:** Miguel Marques  
867-334-9863

**Billing Contact:** Financial Advisor  
867-667-8634

**Contact Name:**  
[Not Entered]

**Fixed Price:** Fixed Price

**Internal File #:**

**Procurement Type:** Request for Proposals

**Location of Work:** Whitehorse

**Corporate Registry #:** [Not Entered]

**Contract Start Date:** July 29, 2021

**Contract Value:** 42,801,574.87

**Completion Date:** September 30, 2024

**Increases to Contract:** 0.00

**Decreases to Contract:** 0.00

**Exception:** [Not Entered]

### Terms and conditions:

The work described below is to be undertaken as part of your contract and your contract price is to be adjusted as indicated.

### Whistle Bend School Design-Build

Delete section 4.2 of the Project Specific Terms and Conditions, Specifications under Book 1 of the Contract Documents in its entirety and replace with the following:

4.2 The Design-Builder and Daghay Development Corporation ("DDDC") have established an agreement for the use of Lot 120 in the Whistle Bend Subdivision ("Lot 120"). The Parties acknowledge and agree that Lot 120 is removed from the Contract as a laydown area provided by the Owner, and is no longer for the exclusive use of the Design-Builder.

The Design-Builder, shall at its own cost, be solely and fully responsible for:

1. Making any and all arrangements for acquisition and use of an alternative laydown area during performance of the Work and Project, which may include establishing an agreement with DDDC to share Lot 120 as a laydown area for the Work, and/or any and all arrangements to obtain another adequate area for laydown if necessary for the Work;
2. Any costs associated with not having exclusive use of Lot 120 during performance of the Work and Project;
3. Ensuring the Construction Schedule is not impacted by the removal of Lot 120 from the Contract or as a laydown area for the Work or Project; and
4. Making any and all arrangements to ensure adequate laydown area is available for the Work in the event the Project is delayed for any reason and a laydown area is needed for a longer period than currently planned.



## Standard Change Order

C00061548

### Registry Description: Whistle Bend School Design-Build

Delete section 4.2 of the Issued for Design-Build Specifications under Book 2 of the Contract Documents in its entirety and replace with the following:

4.2 The Design-Builder and Daghay Development Corporation ("DDDC") have established an agreement for the use of Lot 120 in the Whistle Bend Subdivision ("Lot 120"). The Parties acknowledge and agree that Lot 120 is removed from the Contract as a laydown area provided by the Owner, and is no longer for the exclusive use of the Design-Builder.

The Design-Builder, shall at its own cost, be solely and fully responsible for:

1. Making any and all arrangements for acquisition and use of an alternative laydown area during performance of the Work and Project, which may include establishing an agreement with DDDC to share Lot 120 as a laydown area for the Work, and/or any and all arrangements to obtain another adequate area for laydown if necessary for the Work;
2. Any costs associated with not having exclusive use of Lot 120 during performance of the Work and Project;
3. Ensuring the Construction Schedule is not impacted by the removal of Lot 120 from the Contract or as a laydown area for the Work or Project; and
4. Making any and all arrangements to ensure adequate laydown area is available for the Work in the event the Project is delayed for any reason and a laydown area is needed for a longer period than currently planned.

For additional clarity, there will be no additional costs or delays to the Design Services, Work or Project related to the changes or terms under this Change Order.

Building #0000 - Whistle Bend School

Project #00519

Contract Manager: Miguel Marques

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

### Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2021/22	552-820350-0206-0000-00519		77(1)(a)		
2022/23	552-820350-0206-0000-00519				
2023/24	552-820350-0206-0000-00519				
					42,801,574.87

**Standard Change Order****C00061548****Registry Description:** Whistle Bend School Design-Build

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



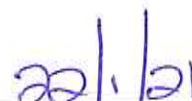
Signature

Deputy Minister  
Highways and Public Works

Paul McConney

Approved, Authorized Officer/title

Print Name/Title



Date (year/month/day)



## Yukon Corporate Registries

### Yukon Corporate Online Registries - Entity Profile

#### KETZA CONSTRUCTION CORP.

Report Created: January 18, 2022

Created by Paige Bevilacqua - ID: 5622 on 2022-01-18 11:24  
Yukon Government - INTERNAL USE ONLY

<b>Registry No.</b>	836468
<b>Entity Type</b>	Corporation
<b>Status</b>	In Compliance

#### Entity Events

All dates are in the format YYYY-MM-DD.

Only the date of the most recent entity event is shown. For a full history, see Filings.

<b>Incorporated</b>	2020-08-01
<b>Dissolved</b>	N/A
<b>Intent to Dissolve Filed</b>	N/A
<b>Revived</b>	N/A
<b>Date Continued to BCA</b>	N/A
<b>Distributing corporation?</b>	No
<b>Distributing</b>	N/A

#### Name History

##### Former Names

No former names.

#### Amalgamated From

[View \(Free\)](#) 521172 : KETZA CONSTRUCTION CORP.

**Date Amalgamated To:** 2020-08-01

[View \(Free\)](#) 536463 : 536463 YUKON INC.

**Date Amalgamated To:** 2020-08-01

## Related Entities

### Business Names

This entity has not registered any business names.

### Amalgamated Entities

This entity has amalgamated the following entities:

<u>Name</u>	<u>Registry No.</u>	<u>Date Amalgamated To</u>	<u>Entity Type</u>	<u>Status</u>	<u>Jurisdiction</u>	
KETZA CONSTRUCTION CORP.	<a href="#">521172</a>	2020-08-01	Corporation	Amalgamated	Yukon	
536463 YUKON INC.	<a href="#">536463</a>	2020-08-01	Corporation	Amalgamated	Yukon	

### Partnerships

This entity is not a partner in any partnerships.

## Addresses

### Registered Office Delivery Address / Adresse de livraison du bureau enregistré

C/O LAMARCHE, LANG & BARRETT  
505 LAMBERT STREET  
WHITEHORSE YT Y1A1Z8  
CANADA

### Registered Office Mailing Address / Adresse postale du bureau enregistré

*Same as / Identique à l'*

*Registered Office Delivery Address / Adresse de livraison du bureau enregistré*

## Directors

Director	Effective From	Effective To
PETER DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
ERIC BROHMAN <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
JOSEPH DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A

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**Annual Filings**

<b>Incorporated</b>	2020-08-01
<b>Last Annual Return Filed</b>	2021-08-09
<b>Year of Last Annual Return</b>	2021
<b>Next Annual Return Due</b>	2022-09-30
<b>Earliest Date for Next Annual Return</b>	2022-08-01

**Filings**

<b>ID</b>	<b>Date</b>	<b>Filing</b>	<b>Year</b>	<b>Document</b>
20075281	2021-08-09	Annual Return	2021	836468_20075281_20210809_AR_2021.pdf
20034089	2020-08-01	Articles of Incorporation	N/A	836468_20034089_20200801_IN.pdf
20034100	2020-08-01	Address of Corporation	N/A	836468_20034100_20200801_RO.pdf
20034101	2020-08-01	Directors	N/A	836468_20034101_20200801_ID.pdf



# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order2

In Contract with:

**KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA**

Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
PMD ACCOUNTING W-5  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

## Change Order Details:

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

### Whistle Bend School Design-Build

Delete the CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions (version revised May 2021) under Book 1 of the Contract Documents in its entirety and replace with the attached CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions (version revised December 2018).

**Building #1474 - Whistle Bend School  
Project #00519  
Contract Manager: Miguel Marques**

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

All other terms and conditions of this contract remain the same.

The contract amount is: Reduced by: 0.00 Increased by: 0.00

Original contract amount: 42,801,574.87 Total increases: 0.00 Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 42,801,574.87**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract


  
Signature

Eric Brahm - Project Manager  
Approved, authorized Officer/Title  
Print Name

2022/03/02  
Date (year/month/day)

867-668-5457 x 30  
Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
Signature

R. MacCannell  
Approved, authorized Officer/Title  
Print Name

22/3/17  
Date (year/month/day)



# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order2

## For Government of Yukon Office Use Only

Registry Description:	Whistle Bend School Design-Build	YG Contract Manager:	Miguel Marques 867-334-9863
Vendor Id:	CDKETZACONST	Billing Contact:	Financial Advisor 867-667-8634



# Standard Change Order

C00061548

## Registry Description: Whistle Bend School Design-Build

**Contractor:** CDKETZACONST  
KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA

**Contract Manager:** Miguel Marques  
867-334-9863

**Billing Contact:** Financial Advisor  
867-667-8634

**Contact Name:**  
[Not Entered]

**Fixed Price:** Fixed Price

**Internal File #:**

**Procurement Type:** Request for Proposals

**Location of Work:** Whitehorse

**Corporate Registry #:** [Not Entered]

**Contract Start Date:** July 29, 2021

**Contract Value:** 42,801,574.87

**Completion Date:** September 30, 2024

**Increases to Contract:** 0.00

**Decreases to Contract:** 0.00

**Exception:** [Not Entered]

### Terms and conditions:

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

Whistle Bend School Design-Build

Delete the CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions (version revised May 2021) under Book 1 of the Contract Documents in its entirety and replace with the attached CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions (version revised December 2018).

Building #1474 - Whistle Bend School

Project #00519

Contract Manager: Miguel Marques

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

### Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
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**Standard Change Order****C00061548****Registry Description:** Whistle Bend School Design-Build**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2021/22	552-820350-0206-0000-00519		77(1)(a)		
2022/23	552-820350-0206-0000-00519				
2023/24	552-820350-0206-0000-00519				
					42,801,574.87

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

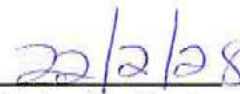


Signature

Deputy Minister  
Highways and Public Works

Approved, Authorized Officer/title

Print Name/Title



Date (year/month/day)

# CCDC 14 – Design-Build Stipulated Price Contract (2013): Government of Yukon Standard Supplementary General Conditions

0078

The Articles of Agreement between Owner and Design Builder, the General Conditions of the Canadian Standard Construction Document Design-Build Stipulated Price Contract CCDC 14 – 2013, these Standard Supplementary General Conditions, and any Project Specific Terms and Conditions (if applicable) shall apply to and modify this Contract.

## AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

### ARTICLE A-1 THE WORK

**○ Add the following Article after Article 1.3:**

- “1.4 The Design-Builder shall adhere to the Construction Schedule and the Critical Dates for the progress of the Design Services and the Work.
- 1.5 Except for Design Services or Work required to be performed during the warranty period, the Design-Builder shall meet the requirements for a final certificate of payment in accordance with GC 5.7 – FINAL PAYMENT and full completion of the Design Services and Work in accordance with the Contract within 60 calendar days after the date for Substantial Performance of the Work, unless otherwise agreed to in writing by the parties.”

### ARTICLE A-2 AGREEMENTS AND AMENDMENTS

**○ Delete Article 2.1 in its entirety and replace with the following:**

- “2.1 This Contract, which includes the Contract Documents, constitutes the entire agreement between the parties in respect of the subject matter of this Contract and supersedes all prior negotiations, representations (whether written or oral), communications, and other agreements in respect of it, unless they are specifically incorporated by reference into this Contract. If applicable, where a conflict exists between any term of this Contract and a term of the bidding documents, the terms of this Contract shall prevail.”

### ARTICLE A-3 CONTRACT DOCUMENTS

**○ Delete Article 3.1 in its entirety and replace with the following:**

- “3.1 The Design-Builder shall perform the Design Services and the Work in accordance with the following Contract Documents:
- .1 any amendments to the Contract Documents;
  - .2 Project Specific Supplementary General Conditions (if applicable);
  - .3 Government of Yukon Standard Supplementary General Conditions;
  - .4 the Owner's Statements of Requirements;
  - .5 Agreement Between Owner and Contractor;
  - .6 Definitions;
  - .7 General Conditions;
  - .8 Construction Documents; and
  - .9 Proposal Abstracts (if applicable)
  - .10 Drawings (if applicable)”

### ARTICLE A-4 CONTRACT PRICE

**○ Delete Articles 4.1 to 4.2 in their entirety and replace with the following:**

- “4.1 The Contract Price and total amount (including Value Added Taxes, if applicable) payable by the Owner to the Design-Builder for the Design Services and construction of the Work shall not exceed the total amount stated in Article 4.3.
- 4.2 The Design Services and the Work under this Contract is being purchased by the Owner for a public purpose and is not subject to the Goods and Services Tax or Harmonized Sales Tax (“GST/HST”). The Contractor shall not add or include the GST/HST in any invoices or payments due and payable by the Owner for the work performed under this Contract.”

### ARTICLE A-5 PAYMENT

**○ Delete the first two lines of Article 5.1 in their entirety, and replace with the following:**

- “5.1 The Owner shall, in accordance with any applicable legislative requirements and subject to the terms of this Contract, holdback the following amount from the Contract Price:
- Delete sub-articles 5.1.1 to 5.1.3 and Articles 5.2 to 5.3 in their entirety, and replace with the following:**
- “1 make progress payments to the Design-Builder on account of the Contract Price when due;
  - .2 upon Substantial Performance of the Work, pay to the Contractor the unpaid balance of the holdback amount when due; and
  - .3 upon the issuance of the final certificate for payment, pay to the Design-Builder the unpaid balance of the Contract Price when due, subject to any outstanding items to be completed or corrected and any warranty holdback (if applicable).

- 5.2 The Owner and its obligation to pay the *Design-Builder* under this Contract is subject to the Yukon's *Financial Administration Act*, in particular, section 24(2) which reads as follows: "It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due." 0079
- 5.3 In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may set off any liability arising from the *Design-Builder* to the Owner under this Contract or otherwise against any liability arising from the Owner to the *Design-Builder*.
- 5.4 If either party fails to make payments within 30 days from when they become due under the terms of the Contract or in an award by arbitration or court, interest at the current Bank of Canada rate (as it may change from time to time) shall be applied to such unpaid amounts, and become due and payable until payment is made. Such interest shall be compounded on a monthly basis. For greater certainty, Article 5.4 shall apply to the settlement amount of any claim in dispute between the Parties, including any dispute resolved pursuant to Part 8 – DISPUTE RESOLUTION. Interest shall accrue beginning from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid. The Owner shall not be liable to pay interest where the Owner is not responsible or lawfully required to pay the *Design-Builder*."

#### **Article A-8      SUCCESSION**

**○ Add the following Articles after Article 8.1:**

- "8.2 Each party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a party has been properly authorized and empowered to enter into and execute this Contract.
- 8.3 This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document."

## DEFINITIONS

- **Delete the definition of “Contract Price” in its entirety and replace with the following:**

### **“Contract Price**

The *Contract Price* means the amount stipulated in Article A-4 of the Agreement – **CONTRACT PRICE** and includes all costs or expenses to perform the *Design Services* and the *Work*, including, but not limited to all costs or expenses related to: mobilization and demobilization; labour (including specialized labour), supervision, management, administration, and overhead; preparation and administration of *Construction Documents*, travel and accommodation; *Construction Equipment* and other equipment and materials; *Temporary Work*; supplies and related services; site security and clean up; freight, handling, transportation and delivery of equipment, materials or supplies; foreign, federal, provincial, territorial and municipal taxes and duties (if applicable); health and safety requirements; environmental and other regulatory requirements, including, but limited to: permitting and other regulatory approvals; bonding/contract security and insurance requirements; and any other ancillary costs or expenses arising from or related to the above in the performance of the *Work*.”

- **Delete the definition of “Contract Time” in its entirety and replace with the following:**

### **“Contract Time**

The *Contract Time* means the timeframe from commencement of the *Work* stipulated in Article 1.3 of the Agreement – **DESIGN SERVICES AND THE WORK** to the end of the warranty period stipulated under GC 12.5 – **WARRANTY**.”

- **Delete the definition of “Substantial Performance of the Work” in its entirety and replace with the following:**

### **“Substantial Performance of the Work**

The *Substantial Performance of the Work* means when the *Design Services* are complete and the *Work* is ready for use or is being used for the purpose intended in accordance with the *Contract*, and is so certified by the *Payment Certifier* and the *Owner*.”

- **Delete the definition of “Work” in its entirety and replace with the following:**

### **“Work**

The *Work* means the total construction and related services required by the *Contract Documents* and every thing necessary to ensure timely and proper completion of the *Project*, but does not include *Design Services*.”

- **Delete the definition of “Working Day(s) in its entirety and replace with the following:**

### **“Working Day(s)**

*Working Day* means a day that is not a Saturday, Sunday, or statutory holiday in the Yukon.”

- **Add the following definitions to Definitions:**

### **“As Built Documents**

*As Built Documents* means the controlled and complete set of documents upon which the *Design-Builder* records each and every instance of differences between the *Work* as executed and the *Work* as designed and depicted in the *Contract Documents* and materials issued by the *Design-Builder* for performance of the *Work*.

### **Construction Schedule**

The *Construction Schedule* means the schedule for the performance of the *Design Services* and the *Work* as determined by the *Parties* pursuant to section GC 3.6 – **DESIGN SERVICES AND WORK SCHEDULE** and includes any amendments thereto in accordance with the *Contract*.

### **Critical Dates**

The *Critical Dates* means the dates identified under Article 1.3 of the Agreement – **DESIGN SERVICES AND THE WORK** and any dates identified in writing as critical or substantial in the *Construction Schedule*.

### **OHSA**

The *OHSA* means the *Occupational Health and Safety Act*, R.S.Y. 2002, c.159, its regulations, and all safety regulations applicable to the *Place of the Work* (as amended).

### **Records**

The *Records* means any works, information, data (including field data and metadata), reports, documents, manuals, plans, drawings (including, but not limited to *Shop Drawings*), *Construction Documents*, *Owner’s Statement of Requirements*, *As Built Documents*, sketches, designs, specifications, diagrams, tender calls, certificates, illustrations, photos, videos, graphics, schedules, charts, inspection reports, permits, test results, product, correspondence, or materials that, directly or indirectly, are produced by the *Owner* or *Design-Builder*, its employees, *Consultants*, *Other Consultants*, *Subcontractors*, or *Suppliers* or produced under or related to the *Design Services*, the *Work* or this *Contract*, whether in electronic or written format.”

**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS****○ Delete subparagraph 1.1.6.1 in its entirety and replace with the following:**

“1.1 the order of priority of the documents, from highest to lowest, shall be:

- .1 any Change Orders to the Contract Documents;
- .2 Project Specific Supplementary General Conditions (if applicable);
- .3 Government of Yukon Standard Supplementary General Conditions;
- .4 the Owner's Statements of Requirements;
- .5 Agreement Between Owner and Design-Builder;
- .6 Definitions;
- .7 General Conditions;
- .8 Construction Documents; and
- .9 Proposal Abstracts (if applicable)
- .10 Drawings (if applicable)”

**○ Amend paragraph 1.1.7 by deleting the last sentence in the paragraph in line 5.****○ Delete paragraph 1.1.8 in its entirety and replace with the following:**

“1.1.8 The Owner may retain copies, including reproducible copies, of plans, sketches, graphic representations, Construction Documents and Contract Documents for information and reference in connection with the Owner's use and occupancy of the Design Services and Work, and completion of the Project. The Design-Builder and Consultant grants to the Owner a non-exclusive, irrevocable, perpetual, worldwide, fully-paid and royalty-free licence to make, copy, translate, use, produce or further develop any Contract Documents related to the Design Services or Work for the purposes of performing the Work or Contract or completing, operating or maintaining the Project. The Owner's licence includes the right to internally disclose the Contract Documents to other government organisations or third parties for information purposes. The Design-Builder and Consultant also agree to permanently waive all moral rights to the Contract Documents arising out of the licence above. The Design Builder and Consultant shall, without further consideration, promptly ensure or execute any agreements, arrangements and contracts in favour of the Owner with the Design-Builder, Consultant, Other Consultant, Subcontractors, Suppliers, and other related persons, to assign or grant the Owner a license to the foregoing in forms reasonably satisfactory to the Owner.”

**○ Delete paragraph 1.1.10 in its entirety and replace with the following:**

“1.1.10 All time limits stated in this Contract are to be construed as being of the essence in this Contract.”

**○ Add the following paragraphs to the end of GC 1.1:**

“1.1.11 If any term of this Contract (in whole or in part) is determined to be invalid, illegal or otherwise void or unenforceable, it shall be severed from this Contract and the remaining terms of this Contract shall continue in full force and effect.

1.1.12 The Design-Builder shall promptly report to the Owner's Adviser and Owner any missing or erroneous critical dimensions the Design-Builder may discover or ought to have reasonably discovered in the Contract Documents. If a critical dimension has been omitted or is in error, the Design-Builder shall be responsible for rectifying or inserting the missing or erroneous dimension.

1.1.13 This Contract shall be interpreted according to the following provisions:

- .1 each requirement for a thing or action to be in accordance or in compliance with any standard, code or specification or other requirement or stipulation means that such thing or action is to exceed or at least equal that standard, code, specification or other requirement or stipulation;
- .2 all documents forming this Contract are complementary and what is called for by any one of them shall be as binding as if called for by all, except in the event of conflict, in which paragraph 1.1.6 shall apply;
- .3 If there is a conflict within the terms in the Contract Documents, the terms establishing the higher quality, manner or method of performing the Work, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, reliability, durability, performance and service will prevail; and
- .4 no rule of law will apply that would construe this Contract or any part of it against the party who drafted, prepared or put forward the Contract or any part of it.”

**GC 1.2 LAW OF THE CONTRACT****○ Delete paragraph 1.2.1 in its entirety and replace with the following:**

“1.2.1 This Contract will be deemed to have been made in and will be interpreted and enforced by the courts in Yukon, and in accordance with the laws in force in the Yukon, without regard to conflict of law principles.” 0082

#### **GC 1.4 ASSIGNMENT**

**O Delete paragraph 1.4.1 in its entirety and replace with the following:**

“1.4.1 The Design-Builder shall not assign, subcontract, or delegate this Contract or any of its terms, in whole or in part, without the prior written consent of the Owner.”

#### **GC 1.5 CONFIDENTIALITY**

**O Delete paragraph 1.5.1 in its entirety and replace with the following:**

“1.5.1 The Design-Builder shall keep all Records designated by the Owner in writing as confidential during the term of this Contract and for a period of six (6) years after the date of Substantial Performance of the Work and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate such Records to third parties, except for the purposes of the Design Services and Work or where the Records:

- .1 have become part of the public domain through the actions of the Owner or Design-Builder (through no act or failure to act on the part of the Owner or Design-Builder);
- .2 are disclosable in accordance with Yukon's Access to Information and Protection of Privacy Act, RSY 2002, c. 1 or by law; or
- .3 are disclosed with the prior written consent of the Owner.

1.5.2 The parties will ensure its facilities, systems and files are secure and that access to any Records or information gained while performing the Contract are strictly controlled.

1.5.3 The Design-Builder shall maintain full records of the Design-Builder's actual cost of the Design Services and Work including all changes to the Design Services and Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts, and vouchers relating to the Design Services and Work.

1.5.4 The Design-Builder shall keep any Records intact in an organized manner during the term of this Contract and for a period of six (6) years after the date that final payment is accepted and made by the Owner pursuant to GC 5.7 or after settlement or final disposition of any claim or dispute related to the Contract, whichever is the later. In the case of a dispute, and upon request by the Owner or its consultant, the Design-Builder shall promptly provide such records or any other Records to the Owner or its consultant within a reasonable timeframe specified in the request.

1.5.5 The Design-Builder agrees that any personal information provided to the Design-Builder by the Owner, or collected by the Design-Builder as agent of the Owner, is under the control of the Owner, and remains the sole property of the Owner and will be returned to the Owner, upon request by the Owner, at the end of this Contract. The Design-Builder will not use, disclose or permit to be used or disclosed any personal information provided by the Owner or collected by the Design-Builder as agent of the Owner for any purpose other than the performance of the Design Services or the Work under this Contract or to comply with the law. In addition to any explicit requirements under this Contract, the Design-Builder will ensure that its facilities, systems and files are secure and that access to any personal information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information, including but not limited to: ensuring that its employees, agents, Subcontractors or any third party with whom the Design-Builder shares or provides access to or possession of the personal information is bound by the same terms or terms no less restrictive than the access and protection of personal information terms under this Contract, and shall take any action or execute any documents required to give effect to such terms in favour of the Owner with respect to the Design-Builder's employees, agents, Subcontractors or any third party. The Design-Builder will notify the Owner in writing immediately of any breach or suspected breach of this clause or security affecting the personal information, including, but not limited to: unauthorized or inappropriate disclosure, use, destruction, loss, removal, modification, or interruption in the availability of personal information, whether accidental or as the result of a deliberate act, and take reasonable measures to secure and prevent any further unauthorized disclosure, use, destruction, loss, removal, modification, or interruption in the availability of personal information. For the purposes of this clause, “personal information” means personal information as defined under the Yukon Access to Information and Protection of Privacy Act, RSY 2002, c. 1 and its regulations (as amended).

1.5.6 For greater certainty, GC 1.5.1 to 1.5.6 shall survive the expiry or termination of the Contract.”

## **PART 2 OWNER'S RESPONSIBILITIES**

#### **GC 2.1 OWNER'S INFORMATION**

**O Delete paragraph 2.1.2 in its entirety.**

#### **GC 2.2 ROLE OF THE OWNER**

**O Add the following to the end of paragraph 2.2:**

- “2.2.7 The Owner may provide at the Place of the Work one or more project representatives to assist in carrying out the Owner’s responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be provided in writing to the Design-Builder.”
- 2.2.8 The Owner will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Design Services or the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Owner will not be responsible for the Design-Builder’s failure to carry out the Design Services or the Work in accordance with the Contract Documents. The Owner will not have control over, charge of or be responsible for the acts or omissions of the Design-Builder, Consultant, Other Consultants, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.”

#### GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- Amend paragraph 2.4.4 by deleting “decisions or instructions” and replacing with the following: “recommendations”
  - Delete paragraph 2.4.5 in its entirety and replace with the following:
- “2.4.5 Based on the Payment Certifier’s observations and evaluation of the Design-Builder’s applications for payment, the Payment Certifier will provide recommendations to the Owner regarding the amounts owing to the Design-Builder under the Contract and the Owner in accordance with Article A-5 of the AGREEMENT – PAYMENT and PART 5 – PAYMENT will approve and pay for amounts owing to the Design-Builder under the Contract and issue certificates for payment.”
- Amend paragraph 2.4.6 by deleting “Design-Builder” and replacing with the following: “Owner to the Design-Builder”

#### GC 2.5 OWNER’S REVIEW OF THE DESIGN AND THE WORK

- Delete paragraph 2.5.5 in its entirety and replace with the following:
- “2.5.5 All Work shall conform to the Contract Documents and the most recent version of the National Building Code of Canada (as applicable). The Owner may order any portion or portions of the Design Services or the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents or the laws or ordinances applicable to the Place of the Work. If the Design Services or Work are not in accordance with the requirements of the Contract Documents, law, or ordinances, the Design-Builder shall, promptly or no later than 30 calendar days after Notice in Writing has been given by the Owner, unless otherwise agreed to by the Parties, correct the work and pay the cost of examination and correction, regardless of whether or not the faulty or defective work has been incorporated in the Work, and regardless of whether or not the fault or defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of a Subcontractor.”
- Add the following paragraphs to the end of GC 2.5:
- 2.5.6 The Design-Builder shall, promptly or no later than 30 calendar days after Notice in Writing has been given by the Owner, unless otherwise agreed to by the Parties, make good other contractors’ work destroyed or damaged by such corrections or removal at the Design-Builder’s expense.
- 2.5.7 If the Design-Builder, or person for whom the Design-Builder is responsible, does not correct or remove such faulty or defective work promptly or if in the opinion of the Owner or Owner’s Advisor it is not expedient to correct or remove the faulty or defective work or work not performed as provided in the Contract Documents, the Owner may do any or all of the following:
- .1 deduct from any amount otherwise due to the Design-Builder the difference in value between the work as performed and that called for by the Contract Documents;
  - .2 terminate the Design-Builder’s right to continue with the Work (in whole or in part) and have Other Contractors perform such work; or
  - .3 take such other action or remedy available under this Contract or by law.
- If the Owner and the Design-Builder do not agree on the difference in value, they shall resolve the dispute pursuant to Part 8 – DISPUTE RESOLUTION.
- 2.5.8 Defective work remedied shall be covered by warranties under GC 12.3 - WARRANTY, which shall begin at the time identified in GC 12.3 – WARRANTY or the time that the defective work is remedied to the reasonable satisfaction of the Owner, whichever is the later.”

#### GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- Delete paragraph 2.6.1 in its entirety and replace with the following:
- “2.6.1 The Owner reserves the right to award separate contracts for any changes to the Work or other parts of the Project to other contractors and to perform work with its own forces.”
- Amend paragraph 2.6.2 by deleting the first two lines in the paragraph and replacing with the following:
- “2.6.2 When separate contracts are awarded for changes to the Work or other parts of the Project, or when work is performed by the Owner’s own forces, the Owner shall:”

- Delete subparagraphs 2.6.2.1 to 2.6.2.2 in their entirety.

0084

- Amend paragraph 2.6.3 by deleting the first two lines in the paragraph and replacing with the following:

"2.6.3 When separate contracts are awarded for changes to the Work or other parts of the Project, or when work is performed by the Owner's own forces, the Design-Builder shall:"

## **PART 3 DESIGN-BUILDER'S RESPONSIBILITIES**

### **GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK**

- Add the following paragraphs to the end of GC 3.1:

- "3.1.15 The Design-Builder shall be responsible for requesting any additional instructions or clarifications from the Owner that may be required for the performance of the Design Services or the Work and shall request such instructions or clarifications in a timely manner so as to minimize any delay of the Design Services or the Work. All changes involving credits or extras to the Contract Price shall be carried out in accordance with the provisions of Part 5 – PAYMENT and Part 6 – CHANGES IN THE WORK.
- 3.1.16 The Design-Builder shall, in performance of the Contract, ensure that the Design Services and the Work are performed in a good, proper and workmanlike manner, and shall exercise the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, qualified, skilled, competent, and prudent contractor supplying similar services for similar projects in a good, proper, workmanlike and expeditious manner.
- 3.1.17 The Design-Builder shall not use any service, plant or equipment installed as part of the Work without the prior written consent of the Owner. Upon such consent, the Design-Builder shall be subject to any conditions set out by the Owner.
- 3.1.18 The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work for any use, regardless of the time or completion of the entire Work, provided that taking possession or use of the partially completed Work does not reasonably interfere with the Design-Builder's activities in undertaking the Work. Such taking of possession or use of the partially completed portions of the Work shall not be construed as Substantial Performance of the Work or an acknowledgement of fulfillment of the Contract or any portion thereof, and shall not in any way relieve the Design-Builder from any of its obligations under the Contract.
- 3.1.19 The Design-Builder shall not use or have on the Place of the Work fire, explosives or other dangerous materials without the prior written consent of the Owner.
- 3.1.20 Where the Project involves the renovation of a building which will be in use or be occupied during the course of the Work or where the Project involves Work that is adjacent to a structure which is in use or occupied, the Design-Builder, shall take all reasonable steps to: coordinate hours of work to avoid disturbing the users and occupants of such buildings, avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities; suppress dust and noise; and, take all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such buildings, structures or adjacent structures.
- 3.1.21 The Design-Builder shall not erect or permit the erection of any sign or advertising at the Work or the Place of the Work without the prior written consent of the Owner. The Design-Builder shall not use any logos or names by the Owner, or materials which depict or refer to the Work or the Project in connection with any of the Design-Builder's promotional activities without the prior consent of the Owner.
- 3.1.22 The Design-Builder shall comply with and implement the First Nation Participation Plan in the performance of the Work (where applicable)."

### **GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION**

- Amend paragraph 3.2.1 by deleting the word "significant" in line 1.
- Delete paragraph 3.2.2 in its entirety.

### **GC 3.3 ROLE OF THE CONSULTANT**

- Add the following paragraph to the end of GC 3.3:

"3.3.4 The Design-Builder shall not replace the Consultant without cause and without the prior written consent of the Owner, which consent shall not be unreasonably withheld. The Parties agree that, the requirement for consent of the Owner to any replacement of the Consultant does not mean that the Owner assumes any responsibilities or obligations of the Design-Builder, including, without limitation, those relating to GC 9.4 – CONSTRUCTION SAFETY."

### **GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**

- Delete subparagraphs 3.4.1.3 and 3.4.1.4 in their entirety and replace with the following:

".3 incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Other Consultants, Subcontractors and Suppliers and make available to each Other Consultants, Subcontractors and Suppliers, prior to the execution of a subcontract or agreement, copies of the Contract Documents; and



- .4 be fully responsible to the Owner for acts, omissions, and coordination of Other Consultants, Subcontractors, Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Design-Builder, including ensuring that Other Consultants, Subcontractors, and Suppliers obtain and maintain all necessary permits, licences, certificates of inspection and insurance in connection with the work or services they are to perform.”
- **Amend paragraph 3.4.2 by deleting the words “, if requested by the Owner,” in the first line and replace with the following: “to the Owner”**
  - **Add the following to the end of paragraph GC 3.4.2:**  
 “Once so employed, the Design-Builder shall not replace any Other Consultant, Subcontractor, or Supplier without cause and without the prior written consent of the Owner, which consent shall not be unreasonably withheld. The Parties agree that, the requirement for consent of the Owner to any replacement of any Other Consultant, Subcontractor, or Supplier does not mean that the Owner assumes any responsibilities or obligations of the Design-Builder, including, without limitation, those relating to GC 9.4 – CONSTRUCTION SAFETY.”
  - **Amend paragraph 3.4.3 by deleting the words “proposed Other Consultant, Subcontractor or Supplier bidder” in line 3 and replace with the following: “Other Consultant, Subcontractor, or Supplier mutually agreed upon by the Parties.”**

### **GC 3.6 DESIGN SERVICES AND WORK SCHEDULE**

- **Delete paragraph 3.6.1 in its entirety and replace with the following:**
- “3.6.1 Within 10 Working Days following the award or execution of the Contract, whichever is the earlier, the Design-Builder shall consult with its Consultant, Other Consultants, Subcontractors, and Suppliers to prepare and submit to the Owner for review, a Construction Schedule that indicates the timing of the major activities of the Design Services and the Work and provides sufficient detail of the Critical Dates and their inter-relationship to demonstrate the Design Services and the Work will be performed in conformity with the Contract Documents, Contract Time and schedule of values under paragraph 5.2.4.
- 3.6.2 The Owner shall review the Construction Schedule and may require the Design-Builder to make any revisions to the Construction Schedule or request further information or materials to support the Construction Schedule. The Design-Builder shall promptly make any revisions to the form or content of the Construction Schedule to the Owner’s reasonable satisfaction.
- 3.6.3 Once the Parties have agreed on the Construction Schedule, the Design-Builder shall perform the Design Services and the Work generally in accordance with the Construction Schedule and shall be responsible for ensuring all aspects of the Design Services and the Work meet the Construction Schedule.
- 3.6.4 The Design-Builder shall monitor the progress of the Design Services and the Work relative to the Construction Schedule and advise the Owner promptly of any facts or conditions which may affect the Construction Schedule and revisions required to the Construction Schedule as the result of delays pursuant to GC 6.5 – DELAYS, and shall update the Construction Schedule on a monthly basis in consultation with the Owner’s Advisor and with written approval of the Owner. If the Construction Schedule is revised or updated, the Design-Builder shall include in each updated schedule: a sufficient description of progress to date, including a comparison to the previously submitted schedule; the reasons for any changes from the previous schedule; and a forecast to achieving Substantial Performance of the Work and final completion of the Project. If there is any conflict between the Construction Schedule prepared by the Design-Builder and the Critical Dates stated in this Contract, the Critical Dates in this Contract and in any subsequent Change Orders shall govern.
- 3.6.5 If the Design-Builder does not maintain the progress necessary to comply with the Contract Documents, the Construction Schedule and the Critical Dates, the Owner, in addition to those rights and remedies provided by law and under this Contract may, after consultation with the Design-Builder, require the Design-Builder to accelerate the Design Services and the Work and take such actions as the Owner deems necessary to maintain the progress required by the Contract Documents, the Construction Schedule and the Critical Dates; such actions may include, but are not limited to: creation and implementation of a remedial plan by the Design-Builder, the supply of additional labour, additional hours of work or the furnishing of additional resources, at the Design-Builder’s expense.”

### **GC 3.7 SUPERVISION**

- **Add the following to the end of paragraph GC 3.7.1: “and Notice in Writing of the change shall be promptly provided to the Owner.”**
  - **Add the following paragraph to the end of GC 3.7:**
- “3.7.3 If the progress, quality or safety of the Work is not satisfactory, or the directions of the Owner are not being implemented, upon request by the Owner, the Design-Builder shall attend a meeting with the Owner to discuss such issues.”

### **GC 3.8 LABOUR AND PRODUCTS**

- **Amend paragraph 3.8.1 by adding the following at the end of line 2 after the word “power”: “, safety equipment”**
- **Add the following to the end of paragraph 3.8.1:**  
 “All such payments shall be made promptly when due. The Design-Builder represents and warrants that the Products

provided are not subject to any conditional sales contract or any security interest, liens or other claims of any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*." 0086

**○ Delete paragraph 3.8.2 in its entirety and replace with the following:**

"3.8.2 *Products* provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Yukon Building Standards Act RSY 2002, National Fire Prevention Association and all governmental and regulatory authorities having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of quality consistent with those specified, and their use acceptable to the *Consultant* and *Owner*."

**○ Add the following paragraphs to the end of GC 3.8:**

- "3.8.4 All *Products* shall be used strictly according to manufacturers' printed directions or recommendations unless specifically stated otherwise in the *Contract Documents*. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. The *Design-Builder* shall remove any damaged *Products* from the *Place of the Work* at the *Design-Builder's* expense.
- 3.8.5 The *Design-Builder* shall be responsible for the protection and security of the *Products* stored at the *Place of the Work* and shall, at the *Design-Builder's* expense, replace any material damaged or stolen from the *Place of the Work*.
- 3.8.6 Unless otherwise specified, all materials and *Products* existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*.
- 3.8.7 All *Work*, *Products* and materials delivered by the *Design-Builder* which will form part of the *Work* shall be considered the property of the *Owner* provided always that title, but not the risk of loss, shall pass to the *Owner* at delivery to the *Place of the Work*. The *Design-Builder* shall remove all surplus or rejected materials from the *Place of the Work* when notified in writing to do so by the *Owner*."

**GC 3.9 DOCUMENTS AT THE SITE**

**○ Add the following to the end of paragraph 3.9.1:**

", including, but not limited to the following:

- .1 reviewed and approved *Shop Drawings*;
- .2 *Drawings* and *Specifications*, as marked up and amended to date;
- .3 requests for pricing;
- .4 clarifications to the *Contract*;
- .5 field test reports;
- .6 a copy of the most recent *Construction Schedule*;
- .7 manufacturers' installation and application instructions;
- .8 all *Change Orders*;
- .9 all *Change Directives*; and
- .10 submittals, reports and records of meetings between the *Owner* and the *Design-Builder* or the *Design-Builder* and its *Consultant*, *Other Consultant*, *Subcontractors* or *Suppliers*."

**GC 3.10 SHOP DRAWINGS**

**○ Add the following to the end of GC 3.10:**

"3.10.6 Upon the issuance of the final certificate of payment for the *Work*, the *Design-Builder* shall submit to the *Owner* all *Shop Drawings*, *Records*, and other documents (as marked up and amended) that, in the opinion of the *Owner*, may assist in the preparation of a set of reproducible record drawings showing all significant changes in the *Work* made during construction."

**GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK**

**○ Add the following to the end of paragraph 3.11.1: "at the *Design Builder's* own expense."**

**○ Delete paragraphs 3.11.2 to 3.11.4 in their entirety and replace with the following:**

- "3.11.2 The *Design-Builder* shall, promptly or no later than 30 calendar days after *Notice in Writing* has been given by the *Owner*, unless otherwise agreed to by the *Parties*, remove or correct errors or omissions in services or faulty or defective work that has been rejected by the *Owner* as failing to conform to the *Contract Documents* whether or not the error or omission or faulty or defective work has been incorporated in the *Design Services* or the *Work* and whether or not the fault or defect is the result of poor workmanship or design, use of defective products or damage through carelessness or other act, error, or omission of the *Design-Builder*. The *Design-Builder* shall consult with the *Owner* prior to correcting such error or omission or rectifying any faulty or defective work or services, and upon request by the *Owner*, provide the *Owner* with a detailed schedule and plan to perform the remedial work.
- 3.11.3 The *Design-Builder* shall, promptly or no later than 30 calendar days after *Notice in Writing* has been given by the *Owner*, unless otherwise agreed to by the *Parties*, make good other consultant services or contractors' work, which may need to be

revised or is destroyed or damaged by such corrections or removal at the *Design-Builder's* expense.

0087

- 3.11.4 If the *Design-Builder*, or person for whom the *Design-Builder* is responsible, does not correct the error or omission or remove such faulty or defective work or services promptly or if in the opinion of the Owner it is not expedient to correct the error or omission or remove the faulty, defective work or services as described in the Contract Documents, the Owner may do any or all of the following:
- .1 take the right to the work out of the *Design-Builder's* hands (in whole or in part), and/or hire *Other Contractors* to perform or rectify such work;
  - .2 correct such work and deduct the cost thereof from any payment then or thereafter due to the *Design-Builder*; and/or
  - .3 take such other action or remedy available under this Contract or by law.
- 3.11.5 Defective work or services remedied shall be covered by warranties under GC 12.5 - WARRANTY, which shall begin at the time identified in GC 12.5 – WARRANTY or the time that the defective work or services are remedied to the reasonable satisfaction of the Owner, whichever is the later."

**○ Add the following to the end of PART 3:**

**"GC 3.12 CLEANUP**

- 3.12.1 The *Design-Builder* shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- 3.12.2 Before applying for Substantial Performance of the Work as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Design-Builder* shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The *Design-Builder* shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.
- 3.12.3 Prior to application for the final payment, the *Design-Builder* shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.
- 3.12.4 In the event that the *Design-Builder* fails to meet its obligations under GC 3.12 - CLEANUP, the Owner may give the *Design-Builder* twenty-four (24) hours Notice in Writing to meet its obligations. Should the *Design-Builder* fail to meet its obligations under GC 3.12 – CLEANUP within the twenty-four (24) hour period following delivery of the Notice in Writing, the Owner may remove such waste and debris and deduct from payments otherwise due to the *Design-Builder*, the Owner's costs for such clean up, including a reasonable mark-up for administration."

**PART 4 ALLOWANCES**

**GC 4.1 CASH ALLOWANCES**

**○ Add the following to the end of GC 4.1:**

- "4.1.8 The *Design-Builder* shall keep accurate records of costs under Cash Allowances and provide them to the Payment Certifier and Owner in support of the value of the Cash Allowances."

**PART 5 PAYMENT**

**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

**○ Delete GC 5.1 in its entirety.**

**GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

**○ Add the following to the end of paragraph 5.2.1: ", unless otherwise agreed to by the parties in writing."**

**○ Add the following to the end of paragraph 5.2.2:**

"and shall be made in accordance with a payment schedule, in a form and with content satisfactory to the parties. Upon request by the Owner, the *Design-Builder* shall provide a statutory declaration and any supporting information or materials to support the application for payment."

**○ Amend paragraph 5.2.3 by deleting the words "as of the last day of the payment period." in line 2 and replace with the following:**

"and installed or incorporated into the Work as of the last day of the payment period, unless otherwise agreed to by the parties in writing. Any Products delivered to the Place of the Work but not yet incorporated into the Work shall remain at the risk of the *Design-Builder* despite that title has passed to the Owner pursuant to paragraph 3.8.7."

**○ Amend paragraph 5.2.6 by adding the following to the first line after the word "shall": "update and"**

**○ Delete paragraph 5.2.8 in its entirety and replace with the following:**

- “5.2.8 The Design-Builder shall prepare and maintain current As Built Documents showing amendments to the Contract Documents for review by the Payment Certifier with each application for payment. The Payment Certifier reserves the right to retain or deduct a reasonable amount from any payment to the Design-Builder for the value of producing the As Built Documents for review.”

### GC 5.3 PROGRESS PAYMENT

**O Delete paragraph 5.3.1 in its entirety and replace with the following:**

- “5.3.1 After receipt by the Payment Certifier and the Owner of an application for payment submitted by the Design-Builder in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
- .1 if not already notified, the Payment Certifier will promptly inform the Owner of the date of receipt of the Design-Builder's application for payment;
  - .2 the Payment Certifier will issue to the Owner, no later than seven (7) calendar days after receipt of the application for payment from the Design-Builder, recommendations regarding the application for payment and whether a certificate should be issued in the amount applied for, or in such other amount as the Payment Certifier may recommend. The Owner after reviewing the recommendations of the Payment Certifier will determine the amount properly due to the Design-Builder and will issue to the Design-Builder, no later than seven (7) calendar days after the receipt of the recommendations of the Payment Certifier, a certificate for payment in the amount the Owner determines to be properly due. If the Owner amends the application, the Owner will promptly advise the Design-Builder in writing giving reasons for the amendment; and
  - .3 the Owner shall make payment to the Design-Builder on account as provided in Article A-5 – PAYMENT on or before fourteen (14) calendar days after issuance of the certificate for payment.
- 5.3.2 Despite paragraph 5.3.1, no certificate for payment shall be issued until the Design-Builder has provided the Payment Certifier and Owner with:
- .1 the Construction Schedule called for in GC 3.6 – DESIGN SERVICES AND WORK SCHEDULE;
  - .2 the schedule of values called for in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT; and
  - .3 evidence that it has obtained and maintained the insurance called for in GC 11.1 -INSURANCE and the security called for in GC - 11.2 CONTRACT SECURITY.
- 5.3.3 If the Design-Builder fails to demonstrate compliance with workers' compensation laws pursuant to GC 10.4 – WORKER'S COMPENSATION, the Owner shall be entitled to deduct from amounts payable to the Design-Builder an amount sufficient to cover any liability which it may incur resulting from any failure to comply with GC 10.4 – WORKER'S COMPENSATION.
- 5.3.4 If the Owner amends the application pursuant to subparagraph 5.3.1.2 and identifies Design Services or Work that has not been properly performed, the Design-Builder shall, at its own cost, promptly rectify such Design Services or Work to conform to the Contract. The Owner is not obliged to pay for any Design Services or Work that does not conform to the requirements of the Contract.”

### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

**O Delete paragraphs 5.4.1 to 5.4.5 in their entirety and replace with the following:**

- “5.4.1 When the Design-Builder considers that the Work is ready for use or is being used for the purpose intended in accordance with the Contract, the Design-Builder must submit to the Payment Certifier and the Owner for review a written application for a certificate of Substantial Performance of the Work together with a comprehensive list of items to be completed, rectified, or corrected, that includes the Design-Builder's reasonable estimate of the value of each item to be completed, rectified, or corrected including those referred to in GC 5.8 – DEFERRED WORK. Failure to include an item on the list does not alter the responsibility of the Design-Builder to complete or rectify that item in accordance with the Contract.
- 5.4.2 Prior to a certificate of Substantial Performance of the Work being issued, upon request by the Owner, the Design-Builder shall complete and submit to the Payment Certifier and Owner any or all of the following:
- .1 all required manufacturer's inspections, certifications, as specified in the Contract Documents or related to the Design Services, Work or Products;
  - .2 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents or related to the Design Services, Work or Products;
  - .3 certification has been obtained from all permit issuing authorities indicating approval of all permitted installations;
  - .4 all required Construction Documents, prints and other data in the form specified in the Contract Documents, including all As Built Documents and other data necessary for the production of record drawings showing all significant changes in the Design Services or Work made during construction;
  - .5 a statement reconciling all Change Orders, Change Directives and claims to the Contract;
  - .6 certification from the Workers' Compensation Health and Safety Board that the Design-Builder and all Subcontractors are in good standing;
  - .7 certification, acceptable to the Owner, that the Design-Builder has paid in full all taxes, employment insurance,

- .8 Canada Pension Plan contributions, duties, royalties, and all other monies required to be paid by law or statute;  
all equipment, spare parts, or materials required or necessary for the operation of the building or structure have been provided and installed and are fully operational;
- .9 commissioning and demonstration of all mechanical and electrical systems and electrically-operated devices to the Owner's operating and maintenance staff;
- .10 completion of any training required by the Contract Documents;
- .11 an occupancy permit for the Work and all approvals and permits for the Project from local authorities having jurisdiction;
- .12 a schedule for prompt completion of all remaining Work submitted to the Owner by the Design-Builder; and
- .13 any other conditions specified in this Contract with respect to achieving Substantial Performance of the Work and any other documentation or materials that are reasonably required by the Owner or by any Party on behalf of the Owner to complete and make use of the Work.

5.4.3 After the Design-Builder has met the requirements under paragraphs 5.4.1 and 5.4.2, the Payment Certifier and Owner will review the Design Services and the Work within ten (10) calendar days of receipt of the application and consider whether the Design-Builder has achieved Substantial Performance of the Work and whether the comprehensive list of items to be completed or corrected is complete. The Payment Certifier will then provide its recommendations to the Owner on whether Substantial Performance of the Work has been achieved, and the Owner will then, no later than twenty (20) calendar days after the Payment Certifier's receipt of the Design-Builder's list and application:

- .1 advise the Design-Builder in writing that the Design Services and the Work or the designated portion of the Design Services and Work is not substantially performed and give reasons why; or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate, and include in that certificate a list of all deficient and incomplete items and their value, as determined by the Owner in consultation with the Payment Certifier, and issue a copy of that certificate to the Design-Builder.

5.4.4 If the applicable lien legislation requires the Consultant to determine whether the Work has been substantially performed, the Consultant shall issue a certificate of the Substantial Performance of the Work which shall state the date of the Substantial Performance of the Work or designated portion of the Design Services and Work or advise the Design-Builder in writing of the reasons for which such a certificate is not issued.

5.4.5 Immediately following the issuance of the certificate of Substantial Performance of the Work by the Owner, the Design-Builder, in consultation with the Owner, shall establish a reasonable date for finishing the Design Services or Work.

5.4.6 If the Design-Builder has made a written application for Substantial Performance of the Work prior to the Design-Builder satisfying or completing all of the requirements set out in paragraphs 5.4.1 and 5.4.2, and the Owner, acting reasonably, determines that additional reviews of the Design Services and Work by the Payment Certifier and the Owner are necessary in order to determine whether Substantial Performance of the Work has been achieved, the Design-Builder shall be responsible for all additional reasonable costs incurred by the Owner, which may be deducted from the monies due to the Design-Builder upon Substantial Performance of the Work.

5.4.7 Upon Substantial Performance of the Work, the Owner will hold back from monies or payments due to the Design-Builder two (2) times an amount calculated as the sum of:

- .1 the value of the list of items to be satisfactorily completed or corrected as described under paragraph 5.4.1; plus
- .2 the amount to be withheld pursuant to GC 5.8 – DEFERRED WORK.

Any amounts withheld under this section shall be released by the Owner upon the Owner certifying that the identified work or services is complete and/or deficiencies rectified. Any amounts retained by the Owner shall not negate, reduce, diminish or abrogate any right of setoff or claim which the Owner may have pursuant to the Contract, at law or in equity, related to the Design Services or Work."

5.4.8 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Design-Builder, in consultation with the Owner will establish a reasonable date for completing the Work.

## **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

### **O Delete paragraphs 5.5.1 to 5.5.5 in their entirety and replace with the following:**

"5.5.1 After the issuance of the certificate of Substantial Performance of the Work, the Design-Builder shall:

- .1 submit an application for payment of the holdback amount specified under Article A-5 – PAYMENT for actual work and services completed and materials furnished at the date of the Certificate of Substantial Performance of the Work; and
- .2 submit a 'Statutory Declaration' stating that all accounts for Design Services, labour, subcontracts, Products, Construction Equipment, and other indebtedness which may have been incurred by the Design-Builder in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the Design-Builder and the statement required under paragraph 5.5.1,

the Payment Certifier will make a recommendation to the Owner within ten (10) calendar days of receipt of the application on whether to issue a certificate for payment of the holdback amount specified under Article A-5 - PAYMENT in accordance with Article A-5 - PAYMENT.

- 5.5.3 If the Design-Builder has provided the statutory declaration required under paragraph 5.5.1, the holdback amount shall be due and payable fourteen (14) calendar days after the Owner's receipt of the Payment Certifier's recommendation for payment of the holdback amount, except where the Owner has received a claim or claims from a Consultant, Other Consultant, Supplier or Subcontractor pursuant to Part III of Yukon's Contract and Procurement Regulation O.I.C. 2013/19, in which case, the Owner may retain out of the holdback or any payment to the Design-Builder an amount necessary to satisfy such claims. The Design-Builder shall deliver a copy of this section or Part III of the Contract and Procurement Regulation to each of its Subcontractors."

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- Delete GC 5.6 in its entirety.

#### **GC 5.7 FINAL PAYMENT**

- Delete paragraphs 5.7.1 to 5.7.4 in their entirety and replace with the following:

- "5.7.1 When the Design-Builder considers that the Design Services and Work is fully and properly completed to the requirements of the Contract Documents, except for the warranty holdback and those items arising under GC 12.5 - WARRANTY, the Design-Builder may submit to the Payment Certifier and Owner a written application for a final certificate of payment.
- 5.7.2 Prior to the application for a final certificate of payment, the Design-Builder shall complete and submit all of the following to the Payment Certifier and Owner for their review:
- .1 ensure that all building systems have been brought to a state of full readiness for operation to the Owner's reasonable satisfaction and in accordance with the Contract Documents;
  - .2 ensure all deficiencies and incomplete work or services previously identified have been rectified or completed, including, but not limited to: the list of items to be completed or corrected under paragraph 5.4.1 and the requirements of GC 3.12 - CLEANUP have been fulfilled;
  - .3 provide proof of release and discharge of any liens (if applicable);
  - .4 a "Statutory Declaration" stating that all accounts for Design Services, labour, subcontracts, Products, Construction Equipment and other indebtedness which may have been incurred by the Design-Builder in performing the entire Work, except those items arising under GC 12.5 - WARRANTY, have been properly performed to the requirements of the Contract Documents, and that all indebtedness and accounts for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute;
  - .5 certification from the Workers' Compensation Health and Safety Board, that the Design-Builder and all Subcontractors are in good standing;
  - .6 all final updated technical specifications, maintenance manuals, operating instructions, inspection certificates, all test reports, close out documents, marked-up Drawings, required spare stock, guarantees and warranties specified under the Contract Documents or related to the Work or Products, or any other documentation or materials that is reasonably required by the Owner or by any Party on behalf of the Owner to complete and make use of the Work;
  - .7 record drawings as required by the Contract Documents in a form satisfactory to the Owner, acting reasonably, showing all changes in the Design Services and Work;
  - .8 a reconciliation statement of all Change Orders; and
  - .9 any remaining items identified by the Owner.
- 5.7.3 Subject to paragraph 5.7.2, the Payment Certifier will review the Design Services and Work within ten (10) calendar days of receipt of the application for final payment and consider whether the Design-Builder's application for final payment is valid and make a recommendation to the Owner. The Owner will, no later than twenty (20) calendar days after the Payment Certifier's receipt of the application:
- .1 advise the Design-Builder in writing that the application is not valid and give reasons why; or
  - .2 issue a final certificate for payment to the Design-Builder.
- 5.7.4 The Owner shall, no later than thirty (30) calendar days after the issuance of a final certificate for payment, pay the Design-Builder the unpaid balance of the Contract Price in accordance with Article A-5 - PAYMENT, subject to any applicable warranty holdback.

#### **Warranty Holdback**

- 5.7.5 Except where the Design-Builder has provided a performance bond with terms to secure its warranty obligations during the warranty term under GC 12.5 – WARRANTY that is acceptable to the Owner, the Owner will retain from the contract security under GC 11.2 – CONTRACT SECURITY or monies or payments due to the Design-Builder a warranty holdback in the amount of five (5%) percent of the Contract Price for the warranty period under GC 12.5 – WARRANTY. The warranty

holdback shall be in the form of a surety bond, a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit acceptable to the Owner.

- 5.7.6 If a warranty holdback is in place during the warranty period pursuant to paragraph 5.7.5, after the expiry of the warranty period, the *Design-Builder* shall submit to the Payment Certifier and Owner:
- .1 an application for payment of the warranty holdback amount; and
  - .2 a "Statutory Declaration" stating that all accounts for *Design Services*, labour, subcontracts, *Products*, *Construction Equipment* and other indebtedness which may have been incurred by the *Design-Builder* in performing the *Design Services* or *Work* during the warranty period have been properly performed to the requirements of the *Contract Documents*, and that all indebtedness and accounts for which the Owner might in any way be held responsible have been paid in full, except for identified amounts in dispute.
- 5.7.7 After the receipt of an application for payment from the *Design-Builder* and the statement required under paragraph 5.7.6, the Payment Certifier will review the *Design Services* and *Work* within ten (10) calendar days of receipt of the application for payment of the warranty holdback and consider whether the *Design-Builder's* application for payment is valid and make a recommendation to the Owner. The Owner will, no later than twenty (20) calendar days after the Payment Certifier's receipt of the application:
- .1 advise the *Design-Builder* in writing that the application is not valid and give reasons why; or
  - .2 issue a certificate for payment of the warranty holdback to the *Design-Builder*.
- 5.7.8 The Owner shall, no later than thirty (30) calendar days after the issuance of a certificate for payment of the warranty holdback, pay the *Design-Builder* any monies from the warranty holdback in accordance with Article A-5 of the Agreement - PAYMENT."

## **PART 6 CHANGES IN THE CONTRACT**

### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

**O Amend subparagraph 6.1.1.2 by adding the following after the word "Change Order": "or Change Directive"**

**O Add the following to the end of GC 6.1:**

- "6.1.3 The sole cost to which the *Design-Builder* will be entitled to: for a change to the *Design Services Work*; or under a *Change Order* or *Change Directive* will be equal to the aggregate of:
- .1 all reasonable and proper amounts actually expended by or legally payable by the *Design-Builder* in respect of labour, *Construction Equipment* or other equipment, *Products*, or other materials that are directly attributable to the subject matter of the change under the *Change Order* or *Change Directive* and that are within one of the classes of expenditures and rates set out under GC 6.3.7, except such expenses or costs resulting from the fault or a failure to reasonably mitigate by the *Design-Builder* or a *Subcontractor*; plus
  - .2 a maximum markup equal to 10% on the amounts charged under subparagraph 6.1.3.1 to cover all other costs and expenses including, but not limited to: overhead, administration and profit.
- 6.1.4 If the *Design-Builder* and the Owner cannot agree as to the cost of a change to the *Design Services*, *Work*, *Contract Time*, *Contract Price*, or *Contract*, the sole cost to which the *Design-Builder* will be entitled to for a change to the *Design Services*, *Work*, *Contract Time*, *Contract Price*, or *Contract*, will be equal to the aggregate of:
- .1 all reasonable and proper amounts actually expended by or legally payable by the *Design-Builder* in respect of labour, *Construction Equipment* or other equipment, *Products*, or other materials that are directly attributable to the subject matter of the change and that are within one of the classes of expenditures and rates set out under GC 6.3.7, except such expenses or costs resulting from the fault or a failure to reasonably mitigate by the *Design-Builder* or a *Subcontractor*; plus
  - .2 a maximum markup equal to 10% on the amounts charged under subparagraph 6.1.4.1 to cover all other costs and expenses including, but not limited to: overhead, administration and profit.
- 6.1.5 If the Owner has issued a *Change Order* or a *Change Directive* that results in increased costs to the *Design-Builder*, the *Design-Builder* shall not be entitled to any increase in the *Contract Price* or any reimbursement by the Owner for such costs unless the *Design-Builder* provides the Owner with a *Notice in Writing* of the increased costs within ten (10) *Working Days* of receiving such a *Change Order* or a *Change Directive*. Upon request by the Payment Certifier or Owner, and before any increased costs or expenses will be paid by the Owner, the *Design-Builder* shall promptly provide supporting information or documentation as may be reasonably necessary to support the increased costs or expenses to the *Design-Builder*.
- 6.1.6 In the event of a change in the *Design Services* or *Work* or an extension of the *Contract Time* pursuant to GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE, the *Design-Builder* shall notify both the surety issuing contract security to the *Design-Builder* under GC 11.2 - CONTRACT SECURITY and its insurer issuing insurance to the *Design-Builder* under GC 11.1 - INSURANCE of the change or extension, and shall ensure that the contract security and insurance coverage is adjusted accordingly and maintained during the *Contract Time*."

- Add the following to the end of paragraph 6.3.2: “, unless otherwise agreed to by the parties.”

- Delete paragraph 6.3.3 in its entirety and replace with the following:

“6.3.3 The adjustment in the Contract Price for a change carried out by way of a *Change Directive* shall be determined by the parties. The *Design-Builder* shall, promptly or within 30 calendar days of the Owner or Payment Certifier's Notice in Writing, supply to the *Design-Builder* and Owner any information or documentation, including labour and materials breakdowns to substantiate the value for a change or claim for payment for any change in the *Design Services* or *Work*.”

- Add the following to the end of paragraph 6.3.4: “The *Design-Builder* shall not delay the *Design Services* or *Work* pending agreement or resolution of the valuation of changes.”
- Amend paragraph 6.3.5 by adding the following after the words “changes that” in line 1: “the Owner reasonably determines”
- Amend paragraph 6.3.8 by deleting the words “*Change Directive*” in line 3 and replacing with: “change in the *Work* or *Design Services*”
- Add the following to the end of paragraph 6.3.8: “The costs and the effect on the Contract Time and Contract Price of each change shall be deemed to include all direct, indirect and consequential costs associated with that change, including, without limitation all impact costs and overhead and profit. No claim for additional costs for such change for any reason shall be considered or paid by the Owner.”

- Delete paragraph 6.3.9 in its entirety and replace with the following:

“6.3.9 The *Design-Builder* shall keep full and detailed accounts and organized records necessary for the documentation of the cost of performing the *Design Services* and *Work* attributable to the change in work or services and shall provide the Payment Certifier and Owner with copies thereof when requested.”

- Amend paragraph 6.3.10 by deleting the words “*Change Directive*” in line 2 and replacing with: “change in the *Work* or *Design Services*”

- Delete paragraph 6.3.12 in its entirety and replace with the following:

“6.3.12 If the Owner and the *Design-Builder* do not agree on the proposed adjustment in the Contract Time or Contract Price attributable to the change in the *Design Services* or *Work*, or the method of determining it, the adjustment shall be referred to the Payment Certifier for review and recommendation. Either party may dispute the Payment Certifier's recommendation or finding under PART 8 – DISPUTE RESOLUTION.”

## GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- Delete paragraph 6.4.1 in its entirety and replace with the following:

“6.4.1 If the *Design-Builder* discovers conditions at the Place of the Work which are:

- .1 subsurface, soil related, or otherwise concealed physical conditions which are substantially different from those indicated in the Contract Documents or other documents supplied to the *Design-Builder* for its use in preparing its tender or a reasonable assumption of fact based thereon made by the *Design-Builder*; or
- .2 physical conditions, other than conditions due to weather, that are of a nature which are substantially different from those ordinarily found to exist and generally recognized as inherent in construction activities of the character described in the Contract Documents or other documents supplied to the *Design-Builder* for its use in preparing its tender or a reasonable assumption of fact based thereon made by the *Design-Builder*,

then the *Design-Builder* shall, within 5 Working Days of the date the actual conditions described in paragraph 6.4.1 were first observed or encountered, give Notice in Writing to the Owner of such conditions before they are disturbed.”

- Amend paragraph 6.4.2 by deleting the word “materially” in line 1 and replacing with: “substantially”
- Amend paragraph 6.4.3 by deleting the word “materially” in line 1 and replacing with: “substantially”
- Add the following to the end of paragraph 6.4.3: “, and the parties shall continue with the performance of the *Design Services* and *Work* without delay in accordance with the Contract Documents.”
- Delete paragraph 6.4.5 in its entirety and replace with the following:

“6.4.5 If such concealed or unknown conditions relate to toxic and hazardous substances and materials or artifacts and fossils, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES and GC 9.3 - ARTIFACTS AND FOSSILS.”

- Add the following to the end of GC 6.4:

“6.4.6 Despite any other term in this Contract, if the *Design-Builder* fails to provide Notice in Writing to the Owner within the timeframe provided under paragraph 6.4.1, no payment, other than payment that is expressly stipulated in the Contract and agreed to by the parties in writing shall be made by the Owner to the *Design-Builder* for any extra expense or any loss or



## GC 6.5 DELAYS

### **O Delete GC 6.5 in its entirety and replace with the following:**

- “6.5.1 If the Design-Builder is delayed or impacted in the performance of the Design Services or Work by an event outside its reasonable control that is more than 48 hours consecutively (an "Excusable Event"), then the Contract Time shall be extended for such reasonable time as the Payment Certifier may recommend in consultation with the Design-Builder and the Owner. For clarity, any event dealt with specifically in another part of the Contract should not be considered an Excusable Event. The Design-Builder waives any claim for compensation for costs, extra expenses, loss or damages incurred as a result of an Excusable Event. In no case will an act or omission of the Design-Builder or any person employed or engaged by the Design-Builder either directly or indirectly constitute an Excusable Event. Weather events (including high winds) shall not be Excusable Events.
- 6.5.2 The Design-Builder waives any claim for an extension of Contract Time or compensation for costs, extra expenses, loss or damages incurred where the Design-Builder is delayed or impacted in the performance of the Design Services or Work by an event caused by the Design-Builder or any person or party employed or engaged by the Design-Builder either directly or indirectly (a "Design-Builder Caused Event"). All material Design-Builder Caused Events shall be events of default under the Contract.
- 6.5.3 If the Design-Builder is delayed or impacted in the performance of the Design Services or Work by an event of default or neglect caused by the Owner or other contractors engaged by or through the Owner, or those for whom they may be responsible at law (an "Owner Caused Event"), then, taking into account the critical path of the Work, the Contract Time shall be extended for such reasonable time as the Payment Certifier may recommend in consultation with the Design-Builder and the Owner. For clarity, an event dealt with specifically in another part of the Contract shall not be an Owner Caused Event. Any additional or extra costs or expenses incurred by the Design-Builder related to or arising from an Owner Caused Event shall be determined in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES. The Design-Builder must provide a full, detailed, and organized account of: the facts and circumstances of the occurrence or conditions that is the subject of the Owner Caused Event to enable the Payment Certifier and Owner to determine whether or not the extension of time or additional cost or expense is justified and a description of the portions of the Work affected; and any additional costs or expenses being claimed related to or arising from an Owner Caused Event, including any supporting information or documentation for such costs or expenses, as required by the Payment Certifier or the Owner, before compensation for any delays or impacts will be considered. Unless otherwise agreed to in writing by the parties, the information and documentation must be presented promptly to the Payment Certifier and Owner, and in any event, no later than 14 calendar days after the date on which the Design-Builder delivered notice pursuant to paragraph 6.5.4. Nothing in this paragraph 6.5.3 shall be deemed to extend the time for delivery of notice, or revive a claim that has been waived, pursuant to paragraph 6.5.4.
- 6.5.4 Despite any other term in this Contract, the Design-Builder waives any claim for extension of Contract Time or compensation for costs, extra expenses, loss or damages incurred as the result of an Excusable Event or Owner Caused Event unless the Design-Builder provides a Notice in Writing of the claim to the Payment Certifier and Owner within ten (10) Working Days after the commencement of the delay or impact. The Notice in Writing shall describe: the facts and circumstances of the occurrence or conditions that is the subject of the Owner Caused Event to enable the Payment Certifier and Owner to determine whether or not the extension of time or additional cost or expense is justified and a description of the portions of the Work affected; any additional costs or expenses being claimed related to or arising from an Owner Caused Event; the date the delay or impact commenced, the anticipated duration of the delay or impact, the effect on the Contract Time and all steps taken or reasonably available to mitigate the delay or impact.
- 6.5.5 Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionized and non-unionized workers, on or related to the Place of the Work, shall be deemed to be: (a) an Owner Caused Event for disputes, strikes and lock-outs of or by the Owner; (b) a Design-Builder Caused Event for disputes, strikes and lock-outs of or by the Design-Builder or its subcontractors at any tier; (c) an Excusable Event for disputes, strikes and lock-outs of or by third parties.
- 6.5.6 In the event of an Excusable Event or an Owner Caused Event, the Owner may, at its option, request the Design-Builder, in writing, to take steps to accelerate the Design Services or Work rather than allow the Design-Builder an extension of the Contract Time. In this case, the Owner's request shall be dealt with in accordance with GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.5.7 Where there are concurrent delays or impacts, some of which are caused by Design-Builder Caused Events and some of which are not, the Design-Builder shall not be entitled to an extension of the Contract Time or compensation for costs, extra expenses, loss or damages. Concurrent delays or impacts are those that are caused by two or more independent events.
- 6.5.8 In the event that the Design-Builder is delayed or impacted in the execution of the Design Services or Work for any reason other than one for which an extension is permitted under GC 6.5 or if the Design-Builder fails to submit a Notice in Writing

as required by paragraph 6.5.4, fails to submit and update the Construction Schedule as required by GC 3.6 or fails to perform the Design Services or Work substantially in accordance with the agreed Construction Schedule, the Design-Builder shall, at its own expense, take whatever measures are necessary to ensure the completion of the Design Services and Work by the date stated in Article A-1 (1.3) of the Contract.

- 6.5.9 The entitlement of the Design-Builder to claim an extension of the Contract Time or reimbursement of costs, extra expenses, loss or damages under GC 6.5 - DELAYS, shall be subject to the condition that the Design-Builder shall have exercised all reasonable efforts to avoid, or minimize the duration, cost and impact of any delay or impact in respect of which a claim for extension of the Contract Time or compensation is made. The Design-Builder waives any claim for extension of Contract Time or compensation for delays or impacts, which do not adversely affect the Critical Dates or critical path for achieving Substantial Performance of the Work, or which could have been avoided, minimized or mitigated by the Design-Builder using reasonable efforts.
- 6.5.10 Each claim under GC 6.5 based, in whole or in part, on a particular event or circumstance must be submitted, and shall be considered, separately. No claim shall be allowed under this GC 6.5 -DELAYS, or otherwise under the Contract, for an extension of the Contract Time or compensation as a result thereof based upon the cumulative impact of two or more particular events causing delay or impact.
- 6.5.11 During any delays, suspension, or closure of the Design Services or Work, the Design-Builder shall: maintain adequate supervision and security over the Design Services and Work, undertake reasonable maintenance and protection of the Design Services and Work to maintain safety, protect Products, Construction Documents, material, plant and Construction Equipment already completed, installed in the Work or delivered to the Place of the Work, and provide protection for footings, foundations and any other part of the Work likely to become damaged during the delay, suspension or closure, unless otherwise agreed to by the parties."

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

### **○ Delete paragraph 6.6.1 in its entirety and replace with the following:**

- "6.6.1 For any claims related to a change in the Contract Price outside the scope of GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS and GC 6.5 - DELAYS, including, but not limited to: a claim for an increase to the Contract Price by the Design-Builder or a claim by the Owner against the Design-Builder for a credit to the Contract Price, the party that intends to make the claim shall give Notice in Writing of its intent to claim to the other party and to the Design-Builder no later than 10 Working Days from the commencement of the event or series of events giving rise to the claim, whichever is the earlier."

### **○ Delete paragraphs 6.6.3 to 6.6.5 in their entirety and replace with the following:**

- "6.6.3 The party making the claim shall promptly provide to the Payment Certifier and other party with a full, organized, and detailed account of: the amount claimed, a sufficient and detailed description of the facts and circumstances of the occurrence or conditions that is the subject of the claim to enable the Payment Certifier and Owner to determine whether or not the claim is justified and a description of the portions of the Work affected; the grounds upon which the claim is based, a description of the portions of the Design Services or Work affected, and any supporting information or documentation as may be necessary to support the claim and amounts claimed.
- 6.6.4 Where Notice in Writing by the Design-Builder has been provided by the Design-Builder in accordance with paragraph 6.6.1 and 6.6.3, and the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the Payment Certifier or other party may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account, no later than thirty (30) calendar days after the end of the effects resulting from the event or series of events.
- 6.6.5 Despite any other term in this Contract, if a party fails to provide Notice in Writing of its claim to the other party within the timeframe provided under paragraph 6.6.1 and in accordance with paragraph 6.6.3, no payment, other than payment that is expressly stipulated in the Contract and agreed to by the Parties in writing shall be made for any credit owing to or any extra expense or any loss or damages whatsoever incurred or sustained by the claiming party related to or arising under paragraph 6.6.1.
- 6.6.6 The Payment Certifier shall review the claim made by either party, and provide findings with respect to the claim by giving Notice in Writing to both parties within 10 Working Days after receipt of the claim by the Payment Certifier, or within such other time period as may be agreed to by the parties.
- 6.6.7 If such finding is acceptable to the Parties, the Owner will issue appropriate instructions for a change in the Design Services or Work as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE. If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 - DISPUTE RESOLUTION."

## **PART 7 RIGHT TO SUSPEND OR TERMINATE**

### **GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE WORK COMMENCES**

- Amend paragraph 7.1.3 by deleting “20” in line 1 and replace with the following: “30”
  - Amend paragraph 7.1.3 by deleting the words “paragraph 6.5.1 of” in line 3.
  - Amend paragraph 7.1.4 by deleting “20” in line 1 and replace with the following: “30”
  - Amend paragraph 7.1.4 by deleting the last sentence in its entirety and replacing it with the following: “Failing such an agreement, the Owner shall be deemed to have terminated the Contract and the Design-Builder shall be entitled to be paid for all Design Services reasonably and properly performed and for such other direct damages as the Design-Builder may have sustained as a result of the termination of the Contract.”
- GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**
- Amend paragraph 7.2.1 by adding the following after the word “bankrupt” in line 1: “, indicates potential insolvency or bankruptcy”
  - Amend paragraph 7.2.2 by deleting the following words in line 2: “to a substantial degree”
  - Add the following to the end of paragraph 7.2.2: “or in such other time period as may be subsequently agreed to in writing by the parties.”
  - Amend paragraph 7.2.5.1 by deleting the words “pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS” in lines 1 and 2 and replace with the following: “and Contract Documents”
  - Add the following to the end of GC 7.2:
- “7.2.7 Upon termination of the Contract, the Design-Builder shall upon request by the Owner, make available to the Owner, its authorized agents and representatives, all books and Records in the custody or possession of the Design-Builder relating to the Design Services and Work. If the Owner exercises its right to terminate the Contract, and upon request by the Owner, the Design-Builder shall make all reasonable efforts to sell, assign and set over to the Owner, without further consideration, those Construction Documents, agreements, arrangements and contracts with the Consultant, Other Consultants, Subcontractors, Suppliers and others to which the Design-Builder is a party with respect to the performance of the Design Services and Work, and in forms reasonably satisfactory to the Owner, execute such further assignments to give effect to the foregoing.
- 7.2.8 If a performance bond has been provided by the Design-Builder pursuant to GC 11.2 – CONTRACT SECURITY, the provisions of GC 7.2 - OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT, except for paragraph 7.2.10, shall be exercised in accordance with the conditions of such performance bond.
- 7.2.9 The Design-Builder, upon Notice in Writing of termination being sent or received, shall terminate all operations related to the Design Services and Work being terminated as soon as reasonably possible. Subject to any directions in the Notice in Writing of termination or any direction provided by the Owner, the Design-Builder shall discontinue ordering Design Services, Products, Construction Equipment, materials, facilities and supplies and shall make every reasonable effort to stop delivery of existing orders in relation to the Design Services or Work being terminated. In the event of termination, the Design-Builder shall cancel all existing orders related to the Design Services and Work being terminated, on the best terms available. The Design-Builder's obligation under the Contract as to quality, correction and warranty of the Design Services and Work performed by the Design-Builder up to the time of termination shall continue in force after termination.
- 7.2.10 Upon thirty (30) days prior Notice in Writing, the Owner may terminate the Contract for its convenience at any time and without cause. In the event of termination pursuant to this section, the Owner shall pay to the Design-Builder all reasonable amounts due to the Design-Builder on account of the Contract Price as the parties reasonably determines has been earned to the date of the notification together with documentation reasonably satisfactory to the Owner detailing all reasonable costs incurred by the Design-Builder due to such termination including costs of demobilization and terminating its contracts with the Consultant, Other Consultant, Subcontractors and Suppliers.”
- GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**
- Delete paragraph 7.3.1 in its entirety.
  - Amend paragraph 7.3.2 by deleting “20” in line 1 and replace with the following: “30”
  - Delete subparagraphs 7.3.3.1 to 7.3.3.4 in their entirety and replace with the following:
    - “.1 the Owner fails to issue a certificate in accordance with GC 5.3 - PROGRESS PAYMENT, or
    - “.2 the Owner fails to pay the Design-Builder when due the amounts awarded by arbitration or court; or
    - “.3 the Owner violates the requirements of the Contract to a substantial degree such that sufficient cause exists.”
  - Amend paragraph 7.3.4 by adding the following after the “Working Days” in line 2: “or in such other time period as may be reasonable or subsequently agreed to in writing by the parties”

**○ Delete paragraph 7.3.6 in its entirety and replace with the following:**

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- "7.3.6 If the default cannot be corrected in the 5 Working Days specified or in such other reasonable time period or as may be subsequently agreed to in writing by the Parties, the Owner shall be in correction or remedy of the default if the Owner:
- .1 commences the correction of the default within the specified time;
  - .2 provides the Design-Builder with an acceptable timeframe for such correction; or
  - .3 corrects the default in accordance with the terms of the Contract.
- 7.3.7 If the Design-Builder terminates the Contract under the conditions set out under GC 7.3 - DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT, paragraphs 7.2.7 and 7.2.9 shall apply and the Owner shall pay to the Design-Builder all reasonable amounts due to the Design-Builder on account of the Contract Price as the parties reasonably determines has been earned to the date of the notification together with documentation reasonably satisfactory to the Owner detailing all reasonable costs incurred by the Design-Builder due to such termination including costs of demobilization and terminating its contracts with the Consultant, Other Consultants, Subcontractors and Suppliers."

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION**

**○ Delete paragraph 8.1.2 in its entirety and replace with the following:**

- "8.1.2 If a dispute does arise, the parties shall make all reasonable efforts to resolve their dispute by amicable negotiations; handle any disputes in a confidential and respectful manner, and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, subject to law."

**○ Amend paragraph 8.1.4 by deleting the last sentence in the paragraph beginning with "If it is subsequently determined" and replace with the following:**

"If it is subsequently determined that a party was in error or at variance with the Contract Documents, that party shall pay the other party's direct and reasonable costs incurred by the error or variance with the Contract Documents, including costs resulting from interruption of the Design Services or the Work."

**○ Delete paragraphs 8.1.5 to 8.1.9 in their entirety and replace with the following:**

- "8.1.5 Within 10 Working Days following receipt of a responding party's Notice in Writing of reply under paragraph 8.1.3 or within such further period agreed to by the parties, the parties shall refer their dispute and all information to a nominated senior officer of the Owner and the nominated senior officer of the Design-Builder for resolution.
- 8.1.6 If the parties cannot resolve the dispute within the time period under paragraph 8.1.5, then the parties shall proceed with mediation of the dispute, unless both parties agree to an alternative dispute resolution process. The dispute resolution or mediation process shall be conducted in accordance with rules as determined by the parties. Costs for any mediation, arbitration or alternate dispute resolution process shall be shared by the parties equally.
- 8.1.7 If the dispute has not been resolved within 10 Working Days after the dispute resolution or mediation process began under paragraph 8.1.6 or within such further period agreed to by the parties, the Project Mediator or parties shall terminate the dispute resolution or mediation process by giving Notice in Writing to the other party.
- 8.1.8 By giving a Notice in Writing to the other party, not later than 10 Working Days after the date of termination of the dispute resolution or mediation process under paragraph 8.1.7, either party may refer the dispute to be resolved by non-binding arbitration under rules as determined by the parties. The arbitration shall be conducted in Yukon.
- 8.1.9 On expiration of the 10 Working Days, if a Notice in Writing is not given under paragraph 8.1.8 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution process which they have agreed to use."

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

**○ Amend paragraph 9.1.2 by adding the following after the words "location of" in line 1: "and protect"**

**○ Add the following to the end of GC 9.1:**

- "9.1.5 The Design-Builder shall take all precautions necessary to minimize the spread of dust, dirt and noise from the Place of the Work to adjacent properties and streets and shall be responsible for all cleaning operations necessary for failure to exercise such precautions.
- 9.1.6 The Design-Builder shall provide all barricades, doors, gates, locks, scaffold, barriers, fences, warning signs, lights and personnel necessary for the protection of Work and property on and adjacent to the Place of the Work.
- 9.1.7 Without in any way limiting the Design-Builder's obligations under this GC 9.1 – PROTECTION OF WORK AND PROPERTY, if the Design-Builder or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the Owner or third parties, the Design-Builder shall pay all costs for any replacement of the trees or

other plantings damaged, including the cost of any arborist or other consultant retained by the Owner or third party, and such costs, if paid by the Owner, may be deducted by the Owner from amounts otherwise owing to the Design-Builder.

- 9.1.8 The Design-Builder shall enforce all fire protection measures during construction of the Work as those measures are outlined in the Contract Documents.”

## **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- Delete paragraph 9.2.1 in its entirety.
- Amend paragraph 9.2.4 by adding the following after the word “Contract” in line 1: “or law”
- Amend paragraph 9.2.5 by adding the following after the words “substances” in line 1: “including mould”
- Add the following to the end of paragraph 9.2.5:

“.3 and; take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.”
- Delete subparagraph 9.2.7.4 in its entirety.
- Delete subparagraph 9.2.8.4 in its entirety.

## **GC 9.3 ARTIFACTS AND FOSSILS**

- Amend paragraph 9.3.2 by adding the following after the numbers “9.3.1” in line 2: “and comply with Yukon’s Historic Resources Act RSY 2002, c. 109 (as amended)”

## **GC 9.4 CONSTRUCTION SAFETY**

- Delete paragraph 9.4.1 in its entirety and replace with the following:

“9.4.1 The Design-Builder shall be solely responsible for health and safety at the Place of the Work and for compliance with the rules, regulations and practices required by the OHSA or any other applicable health and safety legislation and shall be responsible for: initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and filing any notices or any similar document required pursuant to the applicable health and safety legislation or its regulations (as amended).
- 9.4.2 The Design-Builder shall be solely responsible for ensuring that all employers including all Subcontractors, other contractors and other employers with workers or their agents attending the Place of the Work comply with the OHSA with respect to the Project. The Design-Builder undertakes and assumes all of the responsibilities and duties of the “Constructor” and “principal contractor” as defined in the OHSA with respect to the Project, and shall, without limitation:
  - .1 carry out all proper health and safety measures and procedures for the Project;
  - .2 ensure that every employer including the Consultant, Other Consultant, Suppliers, Subcontractors, other contractors and all persons working at or attending the Place of the Work comply with the OHSA; and
  - .3 ensure the health and safety of all workers and all employers at the Place of the Work.
- 9.4.3 If the Design-Builder fails to comply with its obligations and responsibilities described in this GC 9.4 – CONSTRUCTION SAFETY, the Owner may require the Design-Builder to take any remedial measures which the Owner deems necessary, including, but not limited to: stopping the performance of the Work (in whole or in part), or using its own employees or those of the Design-Builder, any Subcontractor or any other contractor to perform such remedial measures. For greater certainty, the Owner’s right to take remedial measures under this section, does not relieve the Design-Builder of its obligations and responsibilities as the Constructor under this Contract.
- 9.4.4 Unless otherwise agreed to by the parties, the Design-Builder shall develop, maintain and supervise for the duration of the Work a comprehensive health and safety program that shall, as a minimum, respond fully to the OHSA and general construction practices for the health and safety of persons or property including, without limitation, any general safety rules and regulations of the Owner. The Design-Builder shall provide to the Owner a copy of the health and safety program described in GC 9.4.4 prior to the commencement of the Work and shall at all times require, as far as reasonably practical, every employer and worker performing work in respect of the Project to comply with such program.
- 9.4.5 The Design-Builder shall arrange regular safety meetings at its expense at least once per week. The Design-Builder shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities.
- 9.4.6 The Design-Builder shall promptly report by Notice in Writing to the Owner all accidents or injuries of any sort arising out of or in connection with the performance of the Work or Project whether on or adjacent to the Place of the Work, giving full details and statements of witnesses (if any). If death or serious injuries or damages occur related to the Work or Project, the accident shall be promptly reported by the Design-Builder to the Owner by telephone or messenger in addition to any reporting required under the OHSA.
- 9.4.7 The obligations of the Design-Builder under GC 9.4 – CONSTRUCTION SAFETY will be considered to be included in the Work and therefore no additional or separate payment will be made to the Design-Builder for such obligations.
- 9.4.8 If the Contract Price is \$100,000.00 or more, the Design-Builder shall maintain in good standing one of the following safety

- .1 COR (Certificate of Recognition);
- .2 SECOR (Small Employers Certificate of Recognition);
- .3 OCOP (Owner Operator Certificate of Proficiency);
- .4 TLC (Temporary Letter of Certification); or
- .5 COREL (COR Equivalency Letter).

The *Design-Builder* may move from a TLC or COREL to a COR, SECOR or OCOP certification during the term of the Contract.”

#### GC 9.5 MOULD

- Delete paragraph 9.5.4.4 in its entirety.

### PART 10 GOVERNING REGULATIONS

#### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- Delete paragraphs 10.2.1 to 10.2.3 in their entirety and replace with the following:

“10.2.1 The laws of the Place of the Work shall govern the *Design Services* and the *Work*. The *Design-Builder* shall comply with all applicable Owner policies and standards, federal, territorial, provincial, and municipal laws in the performance of its obligations under this Contract, and shall ensure that the *Consultant*, all *Other Consultants*, *Subcontractors* and *Suppliers* also comply with all applicable Owner policies and standards, federal, territorial, provincial, and municipal laws in the performance of the *Work*. Upon request by the Owner, the *Design-Builder* shall provide proof of compliance with any law, policy, or standard to the reasonable satisfaction of the Owner.

The *Design-Builder* shall comply with all applicable provisions of the Yukon's *Employment Standards Act* RSY 2002, c 72 (“ESA”), including, but not limited to: paying applicable wage rates in accordance with the most current version of the Fair Wage Schedule under the ESA (as amended). The *Design-Builder* shall post and keep posted a copy of the most current Fair Wage Schedule in a conspicuous place on the work site where it is most likely to come to the attention of employees and subcontractors. The *Design-Builder* shall promptly comply with any order or pay any fine, compensation, penalty, or valid claim it incurs arising from or related to the ESA. Upon request by the Owner, the *Design-Builder* shall, in a form and with content acceptable to the Owner, provide sufficient proof of compliance with this clause. If the *Design-Builder* fails to comply with this clause, then, in addition to any other rights and remedies available under this Contract or by law, the Owner shall be entitled to withhold any amounts payable to the *Design-Builder*, or deduct from amounts payable to the *Design-Builder* an amount sufficient to cover any liability which may be incurred resulting from any failure to comply with this clause.

- 10.2.2 The *Design-Builder* is responsible for and shall obtain and pay for building permits, and all other necessary approvals and permits related to the *Work*, except for the permits and fees for which the Contract Documents specify as the responsibility of the Owner.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall be responsible for the procurement and maintaining of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement and maintenance.”

- Delete paragraphs 10.2.5 and 10.2.6 in their entirety and replace with the following:

“10.2.5 If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the *Design-Builder* shall promptly advise the Owner in writing requesting direction immediately upon such variance or change becoming known and if requested by the Owner, shall perform no further work or services on the affected components of the *Design Services* or *Work* until the necessary changes to the Contract Documents have been obtained by the *Design-Builder* from the Owner. The Owner will make the changes required to the Contract Documents as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

- 10.2.6 If the *Design-Builder* fails to advise the Owner in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing or reasonably ought to have known it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Design-Builder* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.”

#### GC 10.4 WORKERS' COMPENSATION

- Delete paragraph 10.4.1 in its entirety and replace with the following:

“10.4.1 Prior to commencing the *Work* and for the duration of the *Work*, the *Design-Builder* shall, with every application for payment under this Contract or upon request by the Owner or Payment Certifier, provide evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder.”

## GC 11.1 INSURANCE

**O Delete paragraphs 11.1.1 to 11.1.8 in their entirety and replace with the following:**

- "11.1.1 The Design-Builder shall, at its own expense, provide and maintain the following insurance coverage with minimum requirements:
- .1 Commercial General Liability Insurance with a limit not less than \$2,000,000.00 covering all operations related to the Work whether conducted on the Place of Work or elsewhere, such insurance shall include coverage for:
    - .1 Bodily Injury; including Death and Property Damage for any one occurrence or series of occurrences arising out of one event;
    - .2 Completed Operations Coverage;
    - .3 Contingent Employer's Liability;
    - .4 Contractor's Protective Liability;
    - .5 Blanket Contractual Liability Assumed Under this Contract;
    - .6 Cross Liability;
    - .7 Personal Injury Coverage;
    - .8 Operation of attached machinery;
    - .9 Broad form property damage endorsement;
    - .10 Product Liability coverage;
    - .11 Sudden and accidental pollution; and
    - .12 If applicable, the policy described in subparagraph 11.1.1 shall be endorsed to include blasting, pile driving, caissons, pressure vessels, collapse, marine, aircraft, fertilizer operations, and all other hazards to which the Work may be exposed;
  - .2 Automobile Liability Insurance in accordance with all applicable legislation for all vehicles used in the performance of the Work; and
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work.
- 11.1.2 The Design-Builder shall provide and maintain the insurance coverage under paragraph 11.1.1 from the date of commencement of the Work until the date of Substantial Performance of the Work, and thereafter Completed Operations Coverage shall be maintained for one (1) additional year or during the warranty period under GC 12.5 – WARRANTY, whichever is the later.
- 11.1.3 The Design-Builder shall, at its own expense, provide and maintain Builder's Risk insurance, which shall insure the Work on an "All Risks" basis including the perils of flood and earthquake. This Policy shall insure the Design-Builder and the Owner with loss, if any, payable to the Owner and to the Design-Builder as their respective interests appear. The amount of insurance shall be sufficient to cover the full replacement value of all the Work completed at all times, plus the value at the Place of the Work of all materials and property to be incorporated into and form part of the finished Work. All form-work, tarpaulins, scaffolding and materials used for temporary protection for winter work shall be included. The Design-Builder shall provide and maintain the insurance coverage under paragraph 11.1.3 from the date of commencement of the Work until Substantial Performance of the Work.
- 11.1.4 The Government of Yukon shall be specified as: an additional insured on all required Commercial General Liability Insurance and a loss payee and named insured on all Builders Risk Insurance.
- 11.1.5 The Design-Builder shall, at its own expense, and without restricting any obligations or liabilities under the Contract, carry Professional Liability Insurance, on a claims made basis, with a limit of not less than \$1,000,000 per claim, and with an aggregate limit of not less than \$2,000,000 within any policy year, unless otherwise agreed to in writing by the parties, which shall insure against claims caused by an error, omission or negligent act, malpractice or other similar acts resulting from the Design-Builder's performance under this Contract or for which the Consultant or Other Consultant is liable, which shall survive and continue as valid and collectible insurance for a period of at least 6 years after the expiry or termination of this Contract. The Design-Builder shall ensure that its officers, employees, contractors, agents and successors, Consultant, and Other Consultant are covered under its Professional Liability Insurance or obtain and maintain similar insurance to the reasonable satisfaction of the Owner.
- 11.1.6 Prior to commencement of the Design Services and Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Design-Builder shall promptly provide the Owner with a certificate of insurance and, if required by the Owner, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Design Services or Work.
- 11.1.7 The Design-Builder shall pay all deductibles, if any, for any of the insurance policies required under this Contract.
- 11.1.8 The Design-Builder shall immediately notify the Owner of any material change in, cancellation or lapse of, or expiration of

coverage in the above insurance policies. Where possible, the *Design-Builder* shall ensure that each insurance policy shall contain a provision that thirty (30) days prior written notice, or the statutory notice period for cancellation for non-payment of premium, shall be given by the Insurer to the *Design-Builder* and the Owner in the event of any material change in, cancellation or lapse of, or expiration of coverage. Any such notice received by the *Design-Builder* shall be transmitted promptly to the Owner.

11.1.9 If the *Design-Builder* fails to provide or maintain insurance as required by the Contract, then the Owner may require the *Design-Builder*, at the *Design-Builder's* risk and expense, to stop all Design Services or Work until satisfactory evidence of coverage is produced by the *Design-Builder*, or the Owner shall have the right to provide and maintain such insurance and give evidence to the *Design-Builder*. The *Design-Builder* shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the *Design-Builder*.

11.1.10 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work."

## GC 11.2 CONTRACT SECURITY

**O Delete paragraphs 11.2.1 to 11.2.2 in their entirety and replace with the following:**

"11.2.1 Prior to commencing the Design Services and Work, the *Design-Builder* shall provide to the Owner with contract security as follows:

- .1 where the Contract Price is \$1,000,000.00 or more, a Performance Bond and a Labour and Material Payment Bond, each in an amount equal to or more than 50% of the Contract Price. If the contract security is in the form of surety bonds, such bonds must be acceptable to the Owner, be issued by a duly licensed surety company authorized to transact a business of surety-ship in the province or territory of the Place of the Work, and be maintained in good standing until the fulfilment of the Contract; or
- .2 where the Contract Price is less than \$1,000,000.00, a Performance Bond and a Labour and Material Payment Bond, each in an amount equal to or more than 50% of the Contract Price in accordance with paragraph 11.2.1.1 OR contract security in the amount of 10% of the Contract Price, which may be in the form of a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit in a form acceptable to the Owner, which will be retained and held in trust by the Owner for the Contract Time. If the contract security is in the form of a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit, upon issuing the certificate of Substantial Performance of the Work or the certificate of final payment, whichever applies, the Owner may, if the *Design-Builder* is not in default, permit the *Design-Builder* to adjust the amount of the contract security to only such amount that is then required for purposes of the Contract. Upon the prior written consent of the Owner, the contract security may be replaced with a performance bond and labour and materials bond each in the amount of 50% or more of the Contract Price.

11.2.2 If:

- .1 the Design Services or Work is taken out of the *Design-Builder's* hands or is terminated pursuant to GC 7.2 – OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT;
- .2 the *Design-Builder* is in breach of or in default of its warranty obligations under GC 12.5 – WARRANTY; or
- .3 the *Design-Builder* is in breach of or in default under the Contract

then the Owner may convert the contract security, if any, to the Owner's own use.

11.2.3 If the Owner converts the contract security pursuant to paragraph 11.2.2, the amount realized shall be deemed to be an amount due from the *Design-Builder* to the Owner under the Contract. For greater certainty, the forfeiture of the contract security will not limit the Owner from seeking additional claims, damages, or remedies the Owner may be entitled to by reason of the *Design-Builder's* failure to successfully complete the Contract in accordance with its terms and conditions.

11.2.4 Any balance of an amount referred to in paragraph 11.2.3 that remains after payment of all losses, damage and claims of the Owner and others, shall be paid by the Owner to the *Design-Builder* if, in the reasonable opinion of the Owner, it is not required for the purposes of the Contract.

11.2.5 The *Design-Builder* fully and irrevocably consents to the Owner's full disclosure of its Labour and Materials Bond to any Subcontractors."

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.2 INDEMNIFICATION

**O Delete paragraphs 12.2.1 to 12.2.6 in their entirety and replace with the following:**

"12.2.1 The *Design-Builder* shall indemnify and hold harmless the Owner from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:

- .1 caused by:



- .1 the errors, omissions, or negligent acts of the *Design-Builder*, or
- .2 a breach by the *Design-Builder* to fulfill its terms or conditions under this Contract; and
- .2 made by Notice in Writing from the Owner within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work issued under GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

- 12.2.2 If any claim or demand is made or a lien is registered by a builder, Consultant, Other Consultant, Subcontractor, Supplier or labourer against the Owner, the Project, the Work or property interest of the Owner, caused by the *Design-Builder*, the *Design-Builder* shall indemnify and hold harmless the Owner with respect to any action or proceeding which may arise as a result of such claim, demand or lien and reimburse the Owner for damages which may result from such action or proceeding and any costs related to the removal of such liens.
- 12.2.3 The obligation to indemnify under paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all reasonable legal costs, and shall survive the termination or expiry of this Contract.”

### GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- Delete GC 12.3 in its entirety.

### GC 12.4 WAIVER OF CLAIMS

- Delete GC 12.4 in its entirety.

### GC 12.5 WARRANTY

- Delete paragraphs 12.5.1 to 12.5.8 in their entirety and replace with the following:

- “12.5.1 Except for extended warranties as described in paragraphs 12.5.7 and 12.5.11, the warranty period under the Contract is one year from the date of Substantial Performance of the Work.
- 12.5.2 The *Design-Builder* shall be responsible for the proper performance of the Design Services and Work in accordance with the Contract Documents.
- 12.5.3 The Owner shall promptly give the *Design-Builder* Notice in Writing of observed errors and omissions or defects and deficiencies which occur during the warranty period, and may specify a reasonable time within which the errors and omissions or defects and deficiencies must be rectified.
- 12.5.4 Subject to paragraph 12.5.2, the *Design-Builder* shall promptly or within the reasonable timeframe provided by the Owner, at the *Design-Builder's* expense, correct any errors or omissions or defects or deficiencies in the Design Services or Work which appear prior to and during the warranty period. Corrective work or services that are carried out by the *Design-Builder* shall be carried out at such time as agreed upon by the Parties. Prior to the expiry of the warranty period or the expiry of any warranty period extended pursuant to paragraph 12.5.10, the Owner reserves the right to carry out a detailed review of the corrective work or services, and the *Design-Builder* shall correct any outstanding errors and omissions or defects and deficiencies identified by the Owner.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4, and shall bear all reasonable costs, involved in revising or administering documents or removing or replacing adjacent affected materials and completely restoring such materials to their original finish or state.
- 12.5.6 The Owner may carry out, or have Other Contractors carry out, rectification work at the *Design-Builder's* cost if:
- .1 the *Design-Builder* fails to correct the deficiency or other defect in the Work within a reasonable time, not to exceed 14 calendar days, unless the nature of the defect or deficiency is such that it cannot be corrected within such time and the Owner, acting reasonably, agrees to an extension of such time; or
  - .2 the nature of the defect is such that it substantially affects the Owner's operations or use of the Work; creates a risk to the health or safety of any person on or adjacent to the Place of the Work; risk of damage to the Work, the environment or any property; or creates undue financial burden on the Owner.
- 12.5.7 Any extended warranties required beyond the 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 to the benefit of the Owner. The *Design-Builder* shall provide and be responsible for securing, transferring, and assigning to the Owner, all warranties and guarantees related to the Design Services or Work as may be available from the Consultant, Other Consultant, Subcontractors, Product manufacturers and Suppliers. The *Design-Builder* shall deliver to the Owner the originals of such warranties and guarantees upon final completion of the Design Services and Work and prior to final payment under the Contract. The *Design-Builder* shall do all things and provide all assistance reasonably necessary to enable the Owner to enforce warranties and guarantees provided by any Subcontractors and Product and equipment manufacturers or distributors.
- 12.5.8 All warranties and guarantees including, without limitation, any roofing warranty and those for mechanical or electrical equipment and systems in use by the *Design-Builder* before the date of Substantial Performance of the Work shall commence on the date of Substantial Performance of the Work or the issuance of the final occupancy permit for the Work, whichever is the later.

- 12.5.9 The Owner shall have the right to assign all warranties and guarantees to a new owner or owners and the *Design-Builder* shall make, do, execute and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such assignment.
- 12.5.10 The issuance of any certificate pursuant to the Contract in no way relieves the *Design-Builder* from correcting errors or omissions and deficiencies or defects not readily apparent at the time of the issuance of the certificate.
- 12.5.11 When errors or omissions and defects and deficiencies have not been corrected by the *Design-Builder*, the warranty period shall be reasonably extended, at no additional cost to the Owner, so as to end at such time when such errors or omissions and defects and deficiencies are corrected."



## Yukon Corporate Registries

### Yukon Corporate Online Registries - Entity Profile

#### KETZA CONSTRUCTION CORP.

Report Created: February 03, 2022

Created by Lyza Espada - ID: 5732 on 2022-02-03 15:20  
Yukon Government - INTERNAL USE ONLY

<b>Registry No.</b>	836468
<b>Entity Type</b>	Corporation
<b>Status</b>	In Compliance

#### Entity Events

All dates are in the format YYYY-MM-DD.

Only the date of the most recent entity event is shown. For a full history, see Filings.

<b>Incorporated</b>	2020-08-01
<b>Dissolved</b>	N/A
<b>Intent to Dissolve Filed</b>	N/A
<b>Revived</b>	N/A
<b>Date Continued to BCA</b>	N/A
<b>Distributing corporation?</b>	No
<b>Distributing</b>	N/A

#### Name History

##### Former Names

No former names.

#### Amalgamated From

[View \(Free\)](#) 521172 : KETZA CONSTRUCTION CORP.

**Date Amalgamated To:** 2020-08-01

[View \(Free\)](#) 536463 : 536463 YUKON INC.

**Date Amalgamated To:** 2020-08-01

## Related Entities

### Business Names

This entity has not registered any business names.

### Amalgamated Entities

This entity has amalgamated the following entities:

<u>Name</u>	<u>Registry No.</u>	<u>Date Amalgamated To</u>	<u>Entity Type</u>	<u>Status</u>	<u>Jurisdiction</u>	
KETZA CONSTRUCTION CORP.	<a href="#">521172</a>	2020-08-01	Corporation	Amalgamated	Yukon	
536463 YUKON INC.	<a href="#">536463</a>	2020-08-01	Corporation	Amalgamated	Yukon	

### Partnerships

This entity is not a partner in any partnerships.

## Addresses

### Registered Office Delivery Address / Adresse de livraison du bureau enregistré

C/O LAMARCHE, LANG & BARRETT  
505 LAMBERT STREET  
WHITEHORSE YT Y1A1Z8  
CANADA

### Registered Office Mailing Address / Adresse postale du bureau enregistré

*Same as / Identique à l'*

*Registered Office Delivery Address / Adresse de livraison du bureau enregistré*

## Directors

<b>Director</b>	<b>Effective From</b>	<b>Effective To</b>
JOSEPH DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
ERIC BROHMAN <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
PETER DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A

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**Annual Filings**

<b>Incorporated</b>	2020-08-01
<b>Last Annual Return Filed</b>	2021-08-09
<b>Year of Last Annual Return</b>	2021
<b>Next Annual Return Due</b>	2022-09-30
<b>Earliest Date for Next Annual Return</b>	2022-08-01

**Filings**

<b>ID</b>	<b>Date</b>	<b>Filing</b>	<b>Year</b>	<b>Document</b>
20075281	2021-08-09	Annual Return	2021	836468_20075281_20210809_AR_2021.pdf
20034089	2020-08-01	Articles of Incorporation	N/A	836468_20034089_20200801_IN.pdf
20034100	2020-08-01	Address of Corporation	N/A	836468_20034100_20200801_RO.pdf
20034101	2020-08-01	Directors	N/A	836468_20034101_20200801_ID.pdf



# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order3

In Contract with:

**KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA**

Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
PMD ACCOUNTING W-5  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

Change Order Details:

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

**Whistle Bend School Design-Build**

This Change Order includes the following: 77(1)(a)  
- CCN-001 Humidification for Auxillary Gym  
- CCN-002 Wood Species Alternative: 77(1)(a)  
- CCN-003 Lockdown Procedure Clarification: 77(1)(a)  
- CCN-006 Emergency Vehicle Access and Patnways: 77(1)(a)

**Building #1474 - Whistle Bend School  
Project #00519  
Contract Manager: Miguel Marques**

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

All other terms and conditions of this contract remain the same.

The contract amount is: Reduced by: 0.00 Increased by: 692,007.07

Original contract amount: 42,801,574.87 Total increases: 692,007.07 Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 43,493,581.94**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

*Eric Brohman*

Signature

Eric Brohman - Project Management

Approved, authorized Officer/title  
Print Name

2022/04/26

Date (year/month/day)

867-668-5997 ex 30

Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

*[Signature]*

Signature

*Paul McDonnell*  
Deputy Minister  
Highways and Public Works

Approved, authorized Officer/title  
Print Name

2022/4/30

Date (year/month/day)



# GOVERNMENT CONTRACT CHANGE ORDER

C00061548  
Change Order3

## For Government of Yukon Office Use Only

Registry Description: Whistle Bend School Design-Build

YG Contract Manager: Miguel Marques  
867-334-9863

Vendor Id: CDKETZACONST

Billing Contact: Financial Advisor  
867-667-8634



**Standard Change Order****C00061548****Registry Description:** Whistle Bend School Design-Build

**Contractor:** CDKETZACONST  
KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA

**Contract Manager:** Miguel Marques  
867-334-9863

**Billing Contact:** Financial Advisor  
867-667-8634

**Contact Name:**  
[Not Entered]

**Fixed Price:** Fixed Price

**Internal File #:**

**Procurement Type:** Request for Proposals

**Location of Work:** Whitehorse

**Corporate Registry #:** [Not Entered]

**Contract Start Date:** July 29, 2021

**Contract Value:** 43,493,581.94

**Completion Date:** September 30, 2024

**Increases to Contract:** 692,007.07

**Decreases to Contract:** 0.00

**Exception:** [Not Entered]

**Terms and conditions:**

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

Whistle Bend School Design-Build

This Change Order includes the following:

- CCN-001 Humidification for Auxiliary Gym: 77(1)(a)
- CCN-002 Wood Species Alternative: 77(1)(a)
- CCN-003 Lockdown Procedure Clarification: 77(1)(a)
- CCN-006 Emergency Vehicle Access and Pathways: 77(1)(a)

Building #1474 - Whistle Bend School

Project #00519

Contract Manager: Miguel Marques

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
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**Standard Change Order****C00061548****Registry Description:** Whistle Bend School Design-Build**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2021/22	552-820350-0206-0000-00519		77(1)(a)		
2022/23	552-820350-0206-0000-00519				
2023/24	552-820350-0206-0000-00519				
					43,493,581.94

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Paul McConnell  
Deputy Minister  
Highways and Public Works

Approved, Authorized Officer/title

Print Name/Title

2022/04/25

Date (year/month/day)



Project  
Leaders

## Contemplated Change Notice (CCN)

<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	001
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-212(1.0)
		<b>Date:</b>	November 22, 2021

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

### CHANGE REQUEST DESCRIPTION

#### Description of change:

Add additional requirement to the SOR as follows:

- 4.17.5.1.1.6 Building systems shall ensure adequate humidity levels in Room B118 Auxiliary Gymnasium to maintain a suitable environment for all building components within the space including the specified hardwood floors.

#### Reason for change:

Humidification requirement was provided for the Gymnasium (room B120) but is also required for the Auxiliary Gymnasium (room B118) in anticipation that material finishes in these rooms will require humidification for their longevity.

#### Category (Pick the code from bottom of the form)

- ☐ C – Client request (scope, material schedule)  
☒ D – Design (error, omission, coordination)  
☐ S – Site condition not reasonably foreseeable  
☐ A – Authorities having jurisdiction

### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

### APPROVALS

#### Recommended by Owner's Advisor:

Signature

22 Nov 2021

Date

#### Approved by YG Project Manager:

Signature

Nov 22, 2021

Date



## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	#001
<b>DATE</b>	Dec. 7 2021 (resubmit Feb 18)	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Additional Humidification unit to be supplied and installed for Auxiliary Gym, Located in North Mechanical Room			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Coordination				
Extra sq. footage to accommodate humidifer				77(1)(a)
		<b>SUB-TOTAL</b>		
		<b>FEE</b>	77(1)(a)	
		<b>TOTAL</b>		<b>10,468.70</b>

<b>SUB CONTRACTOR COSTS</b>	
Item	Cost
Mechanical - Duncans / BSE	77(1)(a)
Electrical - Ben's / Setplan	
Commissioning - KD Engineering	
AFAB	
	<b>SUB-TOTAL</b>
	<b>FEE</b>
	<b>TOTAL</b>
	<b>51,754.31</b>

<b>TOTAL CHANGE ORDER</b>	
	<b>SUB-TOTAL</b> 77(1)(a)
	Insurance 77(1)(a)
	Bonding
	<b>TOTAL CHANGE ORDER (excl. GST)</b>
	<b>64,481.70</b>
<i>This change order will impact schedule by an additional 3 day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*

Johnson Controls Canada LP  
 Building Technologies & Solutions North America  
 1485 Lindsey Place, Delta, BC, V3M 6V1  
 Tel 604.707.5200 Fax 604.707.5201



**controls quotation - reference #2N1A-0030 CCN-001-JCI-Q1**

**date:** Nov 30, 2021  
**to:** Duncan's Mechanical  
**project:** Whistlebend School Whitehorse

**fax/email:**

<b>Terms &amp; Conditions, Liability, Liquidated Damages</b>	Johnson Controls makes this proposal subject to the negotiation of mutually agreed terms and conditions, including reasonable provisions relating to limitation of liability, liquidated damages, exclusion of consequential damages and insurance.
--	---

We are pleased to submit our quotation for CCN-001

Controls hardware 77(1)(a)  
 PM, site coordination  
 Design, Program  
 Commissioning, Verify  
**Total Price \$4,870 plus GST.**

**Scope of Work Clarifications:**

- .1 Supply (2) new duct humidity transmitters 4-20mA for SA and RA monitoring on BMS
- .2 Allow programming of BMS hardwired controls points (humidifier enable, setpoint reset, alarm) on humidifier unit and tie sequence with ERV operation
- .3 Allow BACnet integration of unit for further data monitoring on BMS. Follow M&V and energy/metering plans for this unit as per SOR
- .4 Display graphics on BMS for user
- .5 Assist to commission and functionally verify operation of humidifier system
- .6 Allow (1) BMS expansion card for the above hardwired points
- .7 Low voltage requirement for the humidifier if any is assumed to be 24VAC and can be tied to base cost of power supplies
- .8 Humidifier system will be started up and commissioned by others. BACnet module to be included packaged with unit as per DriSteem model RTS-RX-24-1 Electric Resistive Humidifier

**General Clarifications:**

- .1 The following are **NOT** included in our quote: coring, patching, painting, fire stopping, smoke and acoustic sealing, roof jacks, access panels, plumbing fixture wiring, low voltage or line voltage wiring NOT specified in Division [15900] [23].
- .2 Control valves, control dampers, immersion wells & sensing devices, and wet pressure sensors supplied by Johnson Controls, if any, will be shipped to site for receipt, handling, storage, and installation by others.
- .3 Fire and/or smoke control dampers and actuators are supplied and installed by others.
- .4 Third party integrations (not provided by JCCLP) shall be configured, programmed, and commissioned by the authorized equipment representatives.
- .5 This quotation is valid for 60 days or in accordance with the bid instructions.
- .6 Subject to credit approval of the contractor.
- .7 Payment terms – 30 days cash.

**submitted by:** Lawrence Lee  
 Lead Systems Specialist  
**page:** 1 of 3  
updated 2018-03-27

**direct ph:** 604.992.0805  
[lawrence.yap.lee@jci.com](mailto:lawrence.yap.lee@jci.com)

**ACCEPTANCE OF PROPOSAL**

The above prices and conditions are satisfactory and hereby accepted

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_





## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

1. **SCOPE OF WORK:** This proposal outlines the overall Scope of Work which will be carried out by Johnson Controls in a good and workmanlike manner. This proposal is based upon straight time labour and excludes all plastering, patching and painting. Purchaser agrees to provide Johnson Controls with required field utilities (electricity, toilets, drinking water, project hoist and elevator service, etc.). Johnson Controls agrees at all times to keep the job site clean of debris arising out of its own operations, and Purchaser shall in no event backcharge Johnson Controls for Purchaser's cleanup costs without Johnson Controls' written consent.
2. **PAYMENTS:** Based upon invoices presented by Johnson Controls, Purchaser agrees to pay Johnson Controls, at the end of each month, the sum of the value of (a) all materials delivered to the job site or to an off-site storage facility and (b) on-site and off-site work performed. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are made.
3. **PRICE:** The price specified in this proposal includes all labour (including without limitation, travel time), parts and material supplied, and other expenses incurred, by Johnson Controls performing the work not including G.S.T.
4. **MATERIALS:** Johnson Controls will immediately undertake to purchase the materials required by the contract and will suitably insure and store the materials on the job site or at other storage facilities. Purchaser agrees to pay for said materials when delivered to the job site or other storage facilities and to pay for the cost of insurance and the cost of storage for said materials.
5. **WARRANTY:** Johnson Controls warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson Controls, for a period of one (1) year from installation. For equipment installed by Johnson Controls, if Purchaser provides written notice to Johnson Controls of any such defect within thirty (30) days after the appearance of discovery of such defect, Johnson Controls shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Johnson Controls, if Purchaser returns the defective equipment by Johnson Controls within thirty (30) days after appearance or discovery of such defect, Johnson Controls shall at its option, promptly repair or replace the defective equipment and return said equipment to Purchaser. All transportation changes incurred in connection with the warranty for equipment not installed by Johnson Controls shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused in any way. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
6. **LIABILITY:** Johnson Controls shall not be liable for any special, indirect or consequential damages arising in any manner from the work performed pursuant to this agreement.
7. **DELAYS:** Johnson Controls shall not be liable for any delay in the performance of the work resulting from or contributed to circumstances beyond Johnson Controls' control including, but not limited to, acts of God, fire, riots, labour disputes, or any other acts beyond the control of Johnson Controls.
8. **COMPLIANCE WITH LAWS:** Johnson Controls shall comply with all applicable federal, provincial and local laws and regulations, and shall obtain all licenses and permits required for the execution of the work.
9. **ATTORNEY'S FEES:** Purchaser agrees that he will pay and reimburse Johnson Controls for any and all reasonable attorney's fees which are incurred by Johnson Controls in the collection of amounts due and payable hereunder.
10. **INSURANCE:** Insurance coverage in excess of Johnson Controls' standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson Controls for insurance afforded by others.
11. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
12. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson Controls unless accepted by Johnson Controls in writing.



# BEN'S ELECTRIC LTD

Unit 102 - 101 Titanium Way  
Whitehorse, Yukon Y1A 0E7  
T: (867) 633-2402 F: (867) 633-6174



Date: Dec 1 ,2021

0115

Page 1

of 1

Submitted to: Duncans Ltd

106 Copper rd

Attn: Ryan warner

867-667-6613

Job: WBES

		DESCRIPTION		
		CCN-001 (controls for Aux gym humidification)		
		<b>Material:</b>		
150.00	m	4c/18 shielded control wire	77(1)(a)	
65.00	m	RJ6 CMR cable		
120.00	m	3/4" EMT conduit		
6.00		BC-52171-K box		
6.00		BC-52-C-1 cover		
25.00		CI5406 EMT conn		
50.00		CI5506 EMT coupler		
100.00		CI1306 EMT strap		
12.00	m	HBL-G1075 N/M conduit		
6.00		HBL-PS0759NGY N/M swivel conn		
		Straps, fasteners, fire caulking		
20.00		SST-A120010PGC		
40.00	hr	<b>Labour:</b>		
		<b>Labour and Material total</b>		
		Project manager (2%)		
		Safety (7%)		
0.50		Procurement		
1.00		Contract Administration		
1.00		Estimating		
		Bonding (2%)		
		<b>Electrical Permit: (.05%)</b>		
		<b>Electrical Engineering and design:</b>		
		Senior Engineer		
		Intermediate Engineer		
2.00		<b>Commissioning and training:</b>		
0.50		<b>Seismic design and sign off:</b>		
		<b>Note:</b>		
		This Quote covers direct costs only and we reserve the right to claim for unforeseen schedule impact and consequential costs at a later date as may be deemed applicable.		
2.00		Estimated extra days added to schedule		
			<b>Subtotal</b>	<b>\$8,099.05</b>
			5% GST	\$404.95
			<b>TOTAL</b>	<b>\$8,504.00</b>

*All work to be completed in a workmanlike manner according to standard practices.*

GST # 84636 5617



# PROPOSED CHANGE ORDER

DUNCAN'S LTD.

CCN# **CCN-001**  
 Date: 12/1/2021  
 Project Name: WBES  
 Project Number: 22WB  
 Page Number: 1

Client Address:

## Work Description

PROVIDE HUMIDIFICATION FOR SMALL GYM.

We reserve the right to correct this quote for errors and omissions.

This price is good for acceptance within **10** days from the date of receipt.

We request a 3 DAY time extension.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN #CCN-001**.

## Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
INSTALL HUMIDIFIER IN PLACE	77(1)(a)						
INLET WATER PVF							
STEAM DISTRIBUTION PIPING							
CONNECT TO AHU							
SEISMIC RESTRAINT							
<b>Totals</b>							

## Summary

77(1)(a)

General Materials  
 HUMIDIFIER

### Material Total

JOURNEYMAN MECHANIC  
 PROJECT MANAGER @2%  
 SAFETY @ 7%  
 ESTIMATING  
 MATERIAL PURCHASING  
 CONTRACT ADMINISTRATION  
 FREIGHT  
 MANUFACTURER STARTUP  
 CONSUMABLES

### Subtotal

Markup

### Subtotal

BEN'S ELECTRIC CONTROLS  
 JCI  
 SEISMIC ENG  
 MECH ENG

ORIGINAL

# PROPOSED CHANGE ORDER

0118

DUNCAN'S LTD.

Client Address:

CCN #

CCN-001

Date:

12/1/2021

Project Name:

WBES

Project Number:

22WB

Page Number:

2

## Summary (Cont'd)

COMMISSIONING 77(1)(a)

### Subtotal

77(1)(a)

Bonding

Insurance

Final Amount

\$36,113.86

## CONTRACTOR CERTIFICATION

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

CCN #: CCN-001

Final Amount: \$36,113.86

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Change Order #: \_\_\_\_\_

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



## ENGINEERING CHANGE ORDER – 3

### Whistlebend School Design: SP89

Dec 10, 2021

#### Ben's Electric Ltd

Unit 102 101 Titanium Way  
Whitehorse YT  
Y1A 0E7

#### Setplan Engineering Ltd.

401 3106 3rd Ave  
Whitehorse, YT  
Y1A 5G1

Attention: Mr Benoit Labelle  
By Email: ben@benselectric.ca  
Reference: Whistlebend School Design, Whitehorse  
Client Project No. -

This Engineering Change Order (ECO) document is an amendment to the Engineering Agreement in place. Where specifically noted below, this document may supersede portions of the Agreement. All other terms of the Agreement remain in effect. Work will proceed upon receipt of a signed agreement.

## BACKGROUND

Yukon Government wishes to add humidification to the auxiliary gym

## CHANGE IN SCOPE

### ADDITIONAL WORK REQUIRED

following changes to scope for the project:

- Design of electrical systems in support of Auxiliary Gym Humidification

### ASSUMPTIONS:

- Required floorplans and building information to be provided by others.
- Humidifier selection by mechanical

### EXCLUSIONS:

- No change

## SCHEDULE

No change.

## FEES AND REIMBURSABLE EXPENSES

ITEM (1)	EXTENSION (2)	PRICE
----------	---------------	-------

77(1)(a)

<b>Electrical Design</b>	-
Equipment sizing, review of distribution changes and impacts to service entrance. Sizing of feeders, protection and cab ing. Mechanical equipment ist entry. Drawing changes and design team coordination. Review of energy metering and placement.	
<b>Additional Construction Admin</b>	-
Review of shop drawings, field review services and deficiency tracking as required.	
<b>Overhead/Management:</b>	-
Asbuilts, entries for O&Ms as required, preparation of change documentation and scoping of the work.	

**Total CA\$ 3,200.00**

**Plus GST Where Applicable**

- (1) Where items are marked optional above, the client may elect to exclude a portion of the change prior to authorizing work to proceed.
- (2) This column represents the amount of contract extension (and milestone extensions), in days, required to complete the additional scope of work.

# ACCEPTANCE

Please sign below to accept this ECO, subject to the terms and conditions of the Agreement. You may sign electronically or download and sign a pdf copy and return to me via email. This ECO is valid for 30 days from the date of issue.

Mr. Benoit Labelle, President  
for Ben's Electric Ltd

Should you have any questions, please do not hesitate to contact me at [corry@setplan.ca](mailto:corry@setplan.ca), or 867-335-2810.

Respectfully,

A handwritten signature in black ink, appearing to read 'Corry Martin', is written over a light blue rectangular background.

12 / 09 / 2021

**Setplan Engineering Ltd**  
Corry Martin, Principal

# AFAB ENTERPRISES LTD.

ROOFING AND CONSTRUCTION IN THE NORTH FOR OVER 25 YEARS

16 Denver Rd. Whitehorse, YT, Y1A 5S8

Phone: 867-668-3945

k-afab@hotmail.com

Feb 18, 2022

To: Ketza

From: Kevin Tarapaski

Re: Quotation for Extra Roofing for increased area 13m2 CCN 01

Cost of said work: \$7,280+Tax

Notes and conditions:

1. Price includes manufacturers warranty costs and all required inspection costs to obtain warranty.
2. Price does not include covering of finished work.
3. Equipment for on site handling of materials is to be provided by GC
4. Price is based on all installation work to be in temperatures above -5 degrees Celsius.
5. Price does not include heating, hoarding, or snow removal.

Thank you for the opportunity to bid your roofing project.

Kevin Tarapaski



<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	002
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-215(1.0)
		<b>Date:</b>	December 15, 2021

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

#### CHANGE REQUEST DESCRIPTION

##### Description of change:

Change requirement to the SOR as follows:

Clauses 4.6.5.2.2 / 4.8.3.8 / 4.8.6.1.9

Switch from Douglas Fir to White Birch millwork, interior doors and gymnasium walls.

*\*Reference RFI-016*

##### Reason for change:

This veneer will stand up dramatically better than the much softer Fir. Almost all schools in Western Canada use hardwood veneers for strength and durability. Suppliers have expressed reservations on warranty.

##### Category (Pick the code from bottom of the form)

- ☒ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction

#### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

#### APPROVALS

##### Recommended by Owner's Advisor:

Signature

15 Dec 2021

Date

##### Approved by YG Project Manager:

Signature

Dec 15, 2021

Date

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	2
<b>DATE</b>	12-Jan-22	<b>STATUS</b>	
<b>SHORT DESCRIPTION</b>			
<p>Change requirement to the SOR as follows:</p> <p>Clauses 4.6.5.2.2 / 4.8.3.8 / 4.8.6.1.9</p> <p>Switch from Douglas Fir to White Birch millwork, interior doors and gymnasium walls.</p> <p>*Reference RFI-016</p>			

Item	# Hours	Unit	Rate	Cost
Wood Doors - D. Fir Veneer to Plain Sliced White Birch			77(1)(a)	
Millwork & Walls - none available due to market conditions				
		SUB-TOTAL		
		FEE		
		TOTAL		

Item		Cost
SUB-TOTAL		-
FEE		-
TOTAL		-

<b>SUB-TOTAL</b>	17,400.00
Insurance	
Bonding	
<b>TOTAL CHANGE ORDER (excl. GST)</b>	<b>17,400.00</b>
<i>This change order will impact schedule by an additional <u>0</u> day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*





## CP DISTRIBUTORS

YOUR BUILDING CONNECTION

#5, 15050 - 54A Avenue, Surrey, BC V3S 5X7

Phone (604) 575-2525 / email: sales.surrey@cpdist.ca / Fax (604) 575-3024

To: **Ketza Construction**  
Attn: **Laurie Clark**  
Email: **lclark@ketza.ca**

Re: **Whistle Bend School**  
**Whitehorse, YT**

Spec & Drawing ID: **0**

Addenda Included: **additional option PSWB**

## QUOTATION QV210165-R1 Budget R2 PSWB

DATE: Jan. 14, 2022

GST: Extra

### Shipping Terms

Standard Packaging Only.

With freight prepaid to jobsite, truck  
tailgate.

DESCRIPTION	PRICE	UNIT
-------------	-------	------

### Wood Door Cost Savings

To change wood doors from Douglas Fir Veneer Doors, Factory Finished, Clear Coat  
to Rotary Cut White Birch - please **deduct** ..... 77(1)(a)

To change wood doors from Douglas Fir Veneer Doors, Factory Finished, Clear Coat  
to Plain Sliced White Maple - please **deduct** .....

To change wood doors from Douglas Fir Veneer Doors, Factory Finished, Clear Coat  
to Plain sliced White Birch - please **deduct** .....

Note: **The cost saving here is a direct saving to the contract. More Importantly,  
Either one of these veneers will stand up dramatically better than the much softer Fir.  
Almost All schools in Western Canada, use hardwood veneers for strength and durability.  
We highly recommend the use of these veneers vs. Fir.**

Quote Valid for 15 DAYS due to material price volatility – Pricing will updated after 15 days.

**TERMS: NET 30 DAYS O.A.C. - NO HOLDBACK - QUOTE EFFECTIVE FOR 15 DAYS - subject to any imposed tariffs**

**A copy of this quotation and its conditions shall become part of any purchase order or subcontract document.**

**CP Distributors Full Terms & Conditions are posted on our website and shall be incorporated within**

Account Manager  
**Les Sergeant**

Hardware Consultant  
**Lionel Scribner**

Accepted:

(sign)

(date)



Halifax

Saskatoon

Regina

Edmonton

Calgary

Surrey

Page 2 of 3

website: [www.cpdist.ca](http://www.cpdist.ca)



<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	003
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-216(1.0)
		<b>Date:</b>	December 15, 2021

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

#### CHANGE REQUEST DESCRIPTION

##### Description of change:

Add additional requirement to the SOR as follows:

4.21.1.2.4.5 Provide two (2) alternate locations for the lockdown pushbuttons as follows:

- Gymnasium Wing (staff washroom)
- Teacher collaboration room in the instructional wing (the one furthest from the office)

*\*Reference RFI-013*

##### Reason for change:

In a lockdown scenario, no one at all should be entering the building. No FOBs will override the secured doors. There is no need for panic buttons in classrooms so long as there is an ability to communicate out from the classroom.

##### Category (Pick the code from bottom of the form)

- ☒ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction

#### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

#### APPROVALS

##### Recommended by Owner's Advisor:

Signature

15 Dec 2021

Date

##### Approved by YG Project Manager:

Signature

DEC 15, 2021

Date



## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	3
<b>DATE</b>	16-Feb-22	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Lockdown Procedure: Provide 2 alternate location for the lockdown pushbuttons in Gym Wing (staff washroom) teacher collaboration room in instructional wing			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
Estimating				
Safety Officer				
		<b>SUB-TOTAL</b>	77(1)(a)	
		<b>FEE</b>		
		<b>TOTAL</b>		415.25

<b>SUB CONTRACTOR COSTS</b>	
Item	Cost
Ben's Electric	77(1)(a)
<b>SUB-TOTAL</b>	
<b>FEE</b>	
<b>TOTAL</b>	5,344.91

<b>TOTAL CHANGE ORDER</b>	
<b>SUB-TOTAL</b>	77(1)(a)
Insurance	77(1)(a)
Bonding	
<b>TOTAL CHANGE ORDER (excl. GST)</b>	5,969.25
This change order will impact schedule by an additional 1 day(s)	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*



## ENGINEERING CHANGE ORDER – 4

### WBES ECO 4: SP89

Feb 04, 2022

#### Ben's Electric

Unit 102 101 Titanium Way  
Whitehorse Yukon  
Y1A 0E7

#### Setplan Engineering Ltd.

401 3106 3rd Ave  
Whitehorse YT  
Y1A 5G1

Attention

Mr Benoit Labelle

By Email:

ben@benselectric.ca

Reference

**WBES ECO 4, Whitehorse**

Client Project No.

-

This Engineering Change Order (ECO) document is an amendment to the Engineering Agreement in place. Where specifically noted below, this document may supersede portions of the Agreement. All other terms of the Agreement remain in effect. Work will proceed upon receipt of a signed agreement.

## BACKGROUND

Yukon Government is requesting additional lockdown pushbuttons in the Gymnasium Wing staff washroom and one of the Teacher Collaboration rooms. These lockdown pushbuttons will be added to the access control system.

## CHANGE IN SCOPE

We are proposing the following changes to scope for the project:

- Design location for lockdown pushbutton in the requested location on the security plan
- Site review of additional pushbuttons and verification of operation.
- Review and coordinate change with other discipline and subcontractor

#### ASSUMPTIONS:

- No Changes

#### EXCLUSIONS:

- No Changes

## SCHEDULE

No change to the electrical design schedule

FEES AND REIMBURSABLE EXPENSES

ITEM (1)	EXTENSION ( )	SUBTOTAL
Lockdown Pushbuttons & Additional Review <small>Revised electrical design to include additional lockdown push buttons and field review to verify operation</small>	0 days	CA\$ 750 00
Total		CA\$ 750.00

+GST Where Applicable

(1) Where items are marked optional above, the client may elect to exclude a portion of the change prior to authorizing work to proceed.  
 (2) This column represents the amount of contract extension (and milestone extensions), in days, required to complete the additional scope of work.

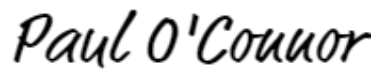
# ACCEPTANCE

Please sign below to accept this ECO, subject to the terms and conditions of the Agreement. You may sign electronically or download and sign a pdf copy and return to me via email. This ECO is valid for 30 days from the date of issue.

Mr. Benoit Labelle, President  
for Ben's Electric

Should you have any questions, please do not hesitate to contact me at [paul@setplan.ca](mailto:paul@setplan.ca), or 250.208.5709.

Respectfully,



02 / 04 / 2022

**Setplan Engineering Ltd**  
Paul O'Connor, Principal



# BEN'S ELECTRIC LTD

Unit 102 - 101 Titanium Way  
Whitehorse, Yukon Y1A 0E7  
T: (867) 633-2402 F: (867) 633-6174



Date: Feb 14 ,2022 0131

Page 1 of 1

Submitted to: Ketza Construction

107 Platinum rd

Attn: Laurie Clark

867-668-5997

Job: WBES

		DESCRIPTION	
		CCN-003 (Provide 2 alternate locations for lockdown pushbuttons)	77(1)(a)
		<b>Material:</b>	
70.00	m	21mm RPVC conduit	
76.00	m	STN-Z cable	
6.00	m	21mm EMT conduit	
2.00		BC-52171-K box	
2.00		CI52-C-14-5/8 cover	
2.00		PVC FA15 connector	
LOT		Fasteners, straps, firecaulking, tape, wire lube	
8.00	hr	<b>Labour:</b>	
		<b>Labour and Material total</b>	
		Project manager (2%)	
		Safety (7%)	
0.50		Procurement	
1.00		Contract Administration	
1.00		Estimating	
		Bonding (2%)	
		<b>Electrical Permit: (.05%)</b>	
		<b>Electrical Engineering and design:</b>	
		Setplan	
		Advance Security	
2.00		<b>Commissioning and training:</b>	
0.00		<b>Seismic design and sign off:</b>	
		<b>Note:</b>	
		This Quote covers direct costs only and we reserve the right to claim for unforeseen schedule impact and consequential costs at a later date as may be deemed applicable.	
1.00		Estimated extra days added to schedule	
		<b>Subtotal</b>	<b>\$4,859.01</b>
		<b>5% GST</b>	<b>\$242.95</b>
		<b>TOTAL</b>	<b>\$5,101.96</b>

All work to be completed in a workmanlike manner according to standard practices.

GST # 84636 5617





Friday, December 17, 2021

Attention: Bens Electric

In Regards to: CCN-3

Hello Sir,

Please accept the following as per the specification. The total estimated cost to supply and install 2x additional mushroom buttons at the specified locations 1: Gym Staff Washroom 2: Industrial Wing Teacher Collaboration Room to initiate the access control lockdown is: \$1654.10 plus GST.

Equipment and shop supplies: 77(1)(a)  
Installation, programming and testing: 77(1)(a)

Please note: This cost does not include the supply or installation of cable or cable distribution system.

We would like to thank you for the opportunity to provide an estimate on this project.

Have a great day!

Jim Antonissen  
Advance Security & Automation Ltd.  
867-333-6995  
[jim@advancesecurity.ca](mailto:jim@advancesecurity.ca)



<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	006_R1
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	2
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-226(2.0)
<b>Title:</b>	Emergency Vehicle Access and Pathways	<b>Date:</b>	February 15, 2022

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

#### CHANGE REQUEST DESCRIPTION

##### Description of change:

Add the following related landscaping items related to the Development Review Committee comments:

1. Provide maintenance vehicle access to the rear of the building, sports field, and rear playground area. It is suggested that a path be provided as shown on the **attached** marked-up L-02 drawing, and that all pathways that are designated to be gravel (rear of the building only) be made wide enough to accommodate a service van.
2. Ensure all walkways are wide enough (1.8m) to accommodate a skid steer for snow plowing. Ensure that all bends in walkways have turning radius large enough to accommodate a skid steer.
3. Widen the sidewalks along Olive May Way to 2.5m.
4. Delete the pathway that runs from the main entrance to the southeast entrance along the front elevation of the school.

All added scope items to conform with the applicable SOR requirements.

*\*Reference RFI-032 (not attached)*

##### Reason for change:

The City of Whitehorse Development Review Committee requires several changes to the design, which are in addition to the SOR scope. In addition, the Owner wishes to make some changes to allow for ease of grounds maintenance.

##### Category (Pick the code from bottom of the form)


- ☒ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☒ A – Authorities having jurisdiction
- ☐ B – Initiated by the Design-Builder

#### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope and time required to be added to the contract, if any.

#### APPROVALS

##### Recommended by Owner's Advisor:

  
Signature \_\_\_\_\_  
Date 15 Feb 2022

##### Approved by YG Project Manager:

  
Signature \_\_\_\_\_  
Date FEB 15, 2022





BIOSWALE



OUTDOOR CLASSROOM / SIT SPACE WITHIN FOREST IN NORTH SENSORY GARDEN



SOCCER FIELD



FIREPIT - OUTDOOR CLASSROOM

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Betula papyrifera / Paper Birch	B&B	7cm; 1.8m std	8
	Picea glauca / White Spruce	B&B	3.5m Ht	10
	Prunus maackii / Amur Chokecherry	B & B	7cm cal	3
	Prunus padus commutata / May Day Tree	B&B	7cm cal	3
	Sorbus americana / Mountain Ash	B&B	7cm cal	5
STREET TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Populus x 'Brooks' / Brooks#6 Poplar	B&B	7cm; 1.8m std	11



HARDSCAPE PLAY - PAINTED LINE GAMES - Line work not in Contract



VDZ+A

LANDSCAPE ARCHITECTURE | CIVIL ENGINEERING | URBAN FORESTRY

FORT LANGLEY STUDIO | MOUNT PLEASANT STUDIO

100-9181 Church St | 102-355 Kingsway

Fort Langley, BC | Vancouver, BC

VLM 288 | VST 317

www.vdz.ca | 604-882-0024

No.	By:	Description	Date
6	JW	Issued for Design Review #3	2022-01-24
5	JW	Issued for Design Review #2	2021-12-15
4	JW	Issued for DP	2021-11-24
3	JW	Issued for Review	2021-11-09
2	JW	Issued for Review	2021-11-03
1	JW	Issued for YG Review	2021-10-15
REVISIONS TABLE FOR DRAWINGS			
Copyright reserved. This drawing and design is the property of Vdz+A and may not be reproduced or used for other projects without permission.			

Project:  
Whistle Bend Elementary School

Location:  
33 Olive May Way  
Whitehorse, Yukon

Drawn: DV	Stamp:
Checked: JW	
Approved: MVDZ	Original Sheet Size: 24"x36"
Scale: 1:500	CONTRACTOR SHALL CHECK ALL DIMENSIONS ON THE WORK AND REPORT ANY DISCREPANCY TO THE CONSULTANT BEFORE PROCEEDING. ALL DRAWINGS AND SPECIFICATIONS ARE THE EXCLUSIVE PROPERTY OF THE OWNER AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. ALL REZONING/DEVELOPMENT DRAWINGS MUST NOT BE PRICED FOR CONSTRUCTION UNLESS LABELED ISSUED FOR TENDER/CONSTRUCTION.

Drawing Title:  
OVERALL SITE PLAN



DP2021-59

Drawing #:  
L-02





## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	006 R1 (Item 1)
<b>DATE</b>	01-Mar-22	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Maintenance vehicle gravel access lane to rear of building, sports field, and rear playground area wide enough to accommodate service van. Please refer to marked up drawing for scope reference. Please Note: <i>No electrical design or lighting has been included, if lighting is required on the access lane or bulb turnaround pricing can be performed. Assume work to be completed concurrently with project.</i>			

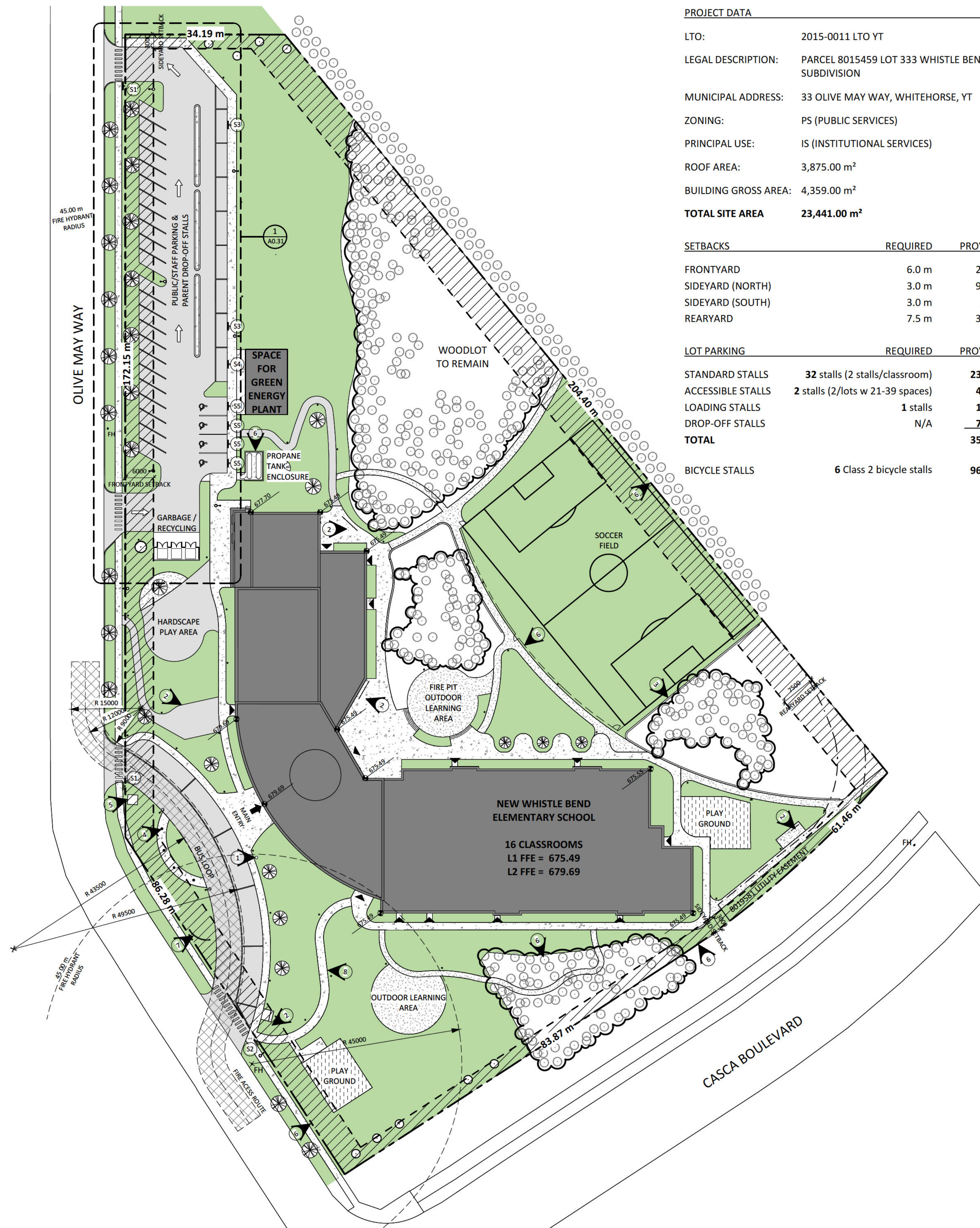
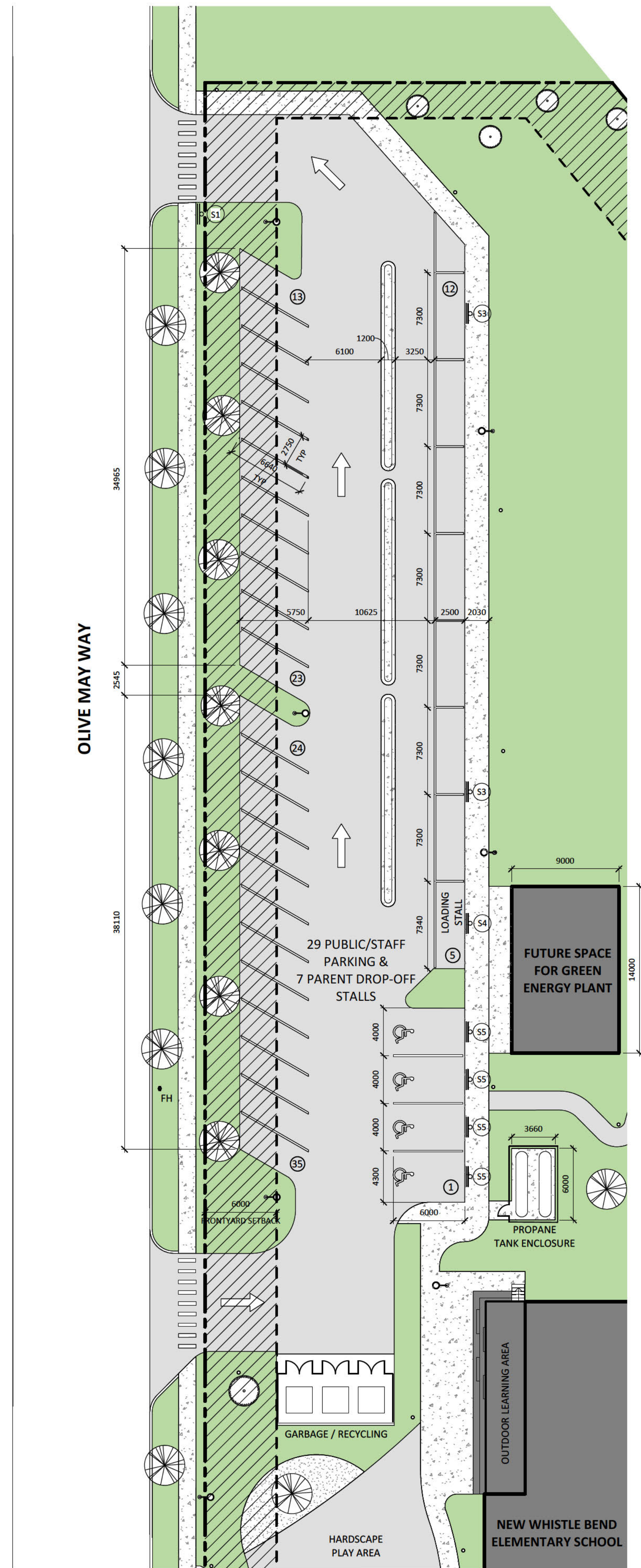
<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
Estimating				
Safety Officer				
Concrete Supply				
Concrete Formwork, Reinforcing, Place & Finish Material	77(1)(a)			
Concrete Formwork, Reinforcing, Place & Finish Labour				
Barrier gate and Signage allowance				
	<b>SUB-TOTAL</b>			
	<b>FEE</b>			
	<b>TOTAL</b>			<b>\$ 40,206.18</b>

<b>SUB CONTRACTOR /CONSULTANT COSTS</b>	
Item	Cost
Northern Construction	77(1)(a)
Tetra Tech Design and Testing	
Tintina Engineering Civil Review, Estimating, Surveying	
Consultant Fees: NFS Architectural	
Consultant Fees: VDZ Civil and Landscape	
	<b>SUB-TOTAL</b> 77(1)(a)
	<b>FEE</b>
	<b>TOTAL</b> <b>\$ 264,554.77</b>

<b>TOTAL CHANGE ORDER</b>	
	<b>SUB-TOTAL</b> 77(1)(a)
Design Build Contingency	
Insurance	77(1)(a)
Bonding	
<b>TOTAL CHANGE ORDER (excl. GST)</b>	<b>\$ 331,061.82</b>
<i>This change order will impact schedule by an additional <u>0</u> day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*









## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	006 R1 (Item 2)
<b>DATE</b>	18-Feb-22	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Widen all walkways to 1.8m to accommodate skid steer for snow plowing. Ensure all bends in walkways have turning radius large enough to accommodate skid steer. Assume work to be completed concurrently with project. See marked up drawings for scope.			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
Estimating				
Asphalt Paving				77(1)(a)
Concrete Supply				
Concrete Formwork, Reinforcing, Place & Finish Material				
Concrete Formwork, Reinforcing, Place & Finish Labour				
			<b>SUB-TOTAL</b>	77(1)(a)
			<b>FEE</b>	
			<b>TOTAL</b>	\$ 11,041.78

SUB CONTRACTOR /CONSULTANT COSTS		
Item	Cost	
Northern Construction	77(1)(a)	
Tetra Tech Testing		
Consultant Fees: NFS Architectural		
Consultant Fees: VDZ Civil and Landscape		
SUB-TOTAL		77(1)(a)
FEE		
TOTAL	\$	14,350.91

TOTAL CHANGE ORDER		
	SUB-TOTAL	77(1)(a)
	Design Build Contingency	
	Insurance	77(1)(a)
	Bonding	
	TOTAL CHANGE ORDER (excl. GST)	\$ 27,584.07
This change order will impact schedule by an additional 0 day(s)		

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*



## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	006 R1 (Item 3)
<b>DATE</b>	01-Mar-22	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Widen the sidewalks along Olive May Way to 2.5m (direction towards the road). Please note: <i>we have included for a sub excavation depth of 1.7m and fill as per Geotech Report recommendations, and current design recommendations for more recent phases of Whistle Bend surface works. Phase 1 and 2 is unknown to what depth of granular was typically placed under sidewalks, there may be some salvage but it will be unknown until the work starts. The City of Whitehorse has confirmed that doweling into the existing sidewalk is not an option, and that complete removal and reinstallation is required. Assume work to be completed concurrently with project.</i>			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
Safety officer				
Estimating				
Concrete Supply				
Concrete Formwork, Reinforcing, Place & Finish Material				77(1)(a)
Concrete Formwork, Reinforcing, Place & Finish Labour				
<b>SUB-TOTAL</b>				77(1)(a)
<b>FEE</b>				
<b>TOTAL</b>				<b>\$ 89,799.31</b>

SUB CONTRACTOR /CONSULTANT COSTS		
Item		Cost
Northern Construction		77(1)(a)
Tetra Tech Testing		
Tintina Engineering Civil Review + Surveying		
Consultant Fees: NFS Architectural		
Consultant Fees: VDZ Civil and Landscape		
SUB-TOTAL		77(1)(a)
FEE		
TOTAL		\$ 179,080.68

<b>TOTAL CHANGE ORDER</b>	
<b>SUB-TOTAL</b>	77(1)(a)
Design Build Contingency	
Insurance	77(1)(a)
Bonding	
<b>TOTAL CHANGE ORDER (excl. GST)</b>	<b>\$ 292,084.34</b>
<i>This change order will impact schedule by an additional 0 day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	006 R1 (Item 4)
<b>DATE</b>	18-Feb-22	<b>STATUS</b>	Pending Approval
<b>SHORT DESCRIPTION</b>			
Delete the pathway that runs from main entrance to the SE entrance along the front elevation of the school.			

SUB CONTRACTOR /CONSULTANT COSTS	
Item	Cost
SUB-TOTAL	-
FEE	
TOTAL	-

*This change order will impact schedule by an additional 0 day(s)*

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*





REQUEST FOR ADDITIONAL SERVICES #2

Date Issued: 2022-02-17

Attention: Mary Ellen Read  
Firm Name: Northern Front Studio  
Address/Fax: 1110-2237 2nd Ave, Whitehorse, Yukon  
Y1A 0K7

VDZ File Number: DP2021-57  
Project Name: Whistlebend Elementary  
Purchase Order :

The following description outlines additional services to be provided outside of the original contract with VDZ+A Consulting Inc.

Description	Staff	Hourly Rate	Hours	Price	Comments
<b>Additional Access Road</b>					
Provide maintenance vehicle access to the rear of the building, sports field, and rear playground area. It is suggested that a path be provided as shown on the attached marked up L-02 drawing, and that all pathways that are desgated to be gravel (rear of the building only) be made wide enough to accommodate a service van.					
Layout Design and Plan Updates	Professional Engineer	77(1)(a)			
	Civil Designer				
Profile Design	Professional Engineer				
	Civil Designer				
Turning Movement Assessment	Professional Engineer				
	Civil Designer				
Drainage Design	Professional Engineer				
	Civil Designer				
Landscape Site Plan Updates -	Landscape Architect				
	Landscape Designer				
Subtotal				\$9,220.00	
<b>Onsite Walkway Widening</b>					
Ensure all walkways are wide enough (1.8m) to accomodate a skid steer for snow plowing. Ensure that all bends in walkways have turning radius large enough to accommodate a skid steer.					
	Professional Engineer	77(1)(a)			
	Civil Designer				
	Landscape Architect				
	Landscape Designer				
Subtotal				\$1,720.00	
<b>Sidwalk Widening</b>					
Widen the sidewalks along Olive May Way to 2.5m.					
	Professional Engineer	77(1)(a)			
	Civil Designer				
	Landscape Architect				
	Landscape Designer				
Subtotal				\$1,830.00	
<b>Delete Pathway</b>					
Delete the pathway that runs from the main entrance to the southeast entrance along the front elevation of the school.					
	Professional Engineer	77(1)(a)			
	Civil Designer				
	Landscape Architect				
	Landscape Designer				
Subtotal				\$0.00	
				Civil Fee	77(1)(a)
				Landscape Fee	
Total Fee for Additional Services				\$12,770.00	
				Disbursements	\$0.00

CLIENT'S ACCEPTANCE + AUTHORIZATION TO PROCEED:  
We hereby accept the scope or work and terms as outlined in this letter

CLIENT REPRESENTATIVEDATE OF ACCEPTANCE

All additional services are provided under the original contract schedule of terms and conditions.



ADDRESS  
110 - 2237 2<sup>nd</sup> Ave  
Whitehorse YT  
Y1A 0K7

CONTACT  
(867) 393-3048  
info@northernfront.ca  
northernfront.ca

# TRANSMITTAL

**DATE:** February 21, 2022

**PROJECT:** Whistlebend Elementary School

**CONSULTANT:** Northern Front Studio, Mary Ellen Read, Architect

**CONTRACTOR:** Ketz Construction, Laurie Clark, Project Manager

**CC:** Thinkspace, Steven Biersteker, Architect, Lee Blanchard, Partner, Ray Wolfe, Partner

This letter is in response to the additional scope of work defined in CCN-06;

1. Access road: 77(1)(a) for updating the Architectural site plan  
77(1) administration on Civil and Landscape fees = \$881.00
2. Onsite walkway widening: 77(1)(a) for updating the Architectural site plan  
77(1) administration on Civil and Landscape fees = \$371.50
3. Olive May way sidewalk widening: 77(1)(a) for updating the Architectural site plan  
77(1) administration on Civil and Landscape fees = \$371.50

We will need a Change Order as soon as possible to reflect this change (once it is approved by the client).

Regards,

Mary Ellen Read, Architect AIBC, NWTAA, AIA



**Attn:** Ketz Construction

**Re:** Whistle Bend Elementary School CCN06 Pricing

**Date:** Feb 22, 2022

Scope of work as per attached quantity estimate, assume work to be completed concurrently with other site works.

**Item 1) Access lane to rear of property**

77(1)(a)

Total Cost Item 1: \$261,099.34

**Item 2) Widen on site walkways from 1.6m to 1.8m**

77(1)(a)

Total Cost Item 2: \$10,454.78

**Item 3) Widen sidewalks along Olive May Way to 2.5m**

77(1)(a)

Total Cost Item 3: \$153,379.12

Excluding GST.

Laurie Clark  
Project Manager  
Ketza Construction  
107 Platinum Road  
Whitehorse, YT  
Y1A 5M3

February 25, 2022

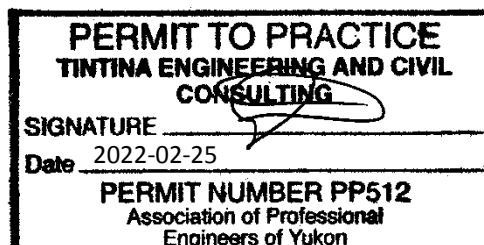
**Project: Design-Build - Whistle Bend Elementary School**  
**RE: Civil Engineering Field Services related to Contemplated Change Notice 006\_R1**

Dear Laurie Clark,

Below is a quote for civil engineering related field services for the requested scope defined in the above mentioned CCN:

Civil Engineering Service Estimate		REAR BUILDING ACCESS		OLIVE MAY WAY SIDEWALKS	
Task	Hours	Amount	Hours	Amount	
Design Review	77(1)(a)				
Construction Cost Estimating					
Field Engineering and Inspections					
Construction Surveying					
General Administration					
<b>Subtotal</b>					
<b>Total</b>				<b>\$ 16,800.00</b>	

Regards,



**IAIN DE LA MARE, P.ENG. | PRINCIPAL CIVIL ENGINEER**

TINTINA ENGINEERING  
& CIVIL CONSULTING  
WHITEHORSE, YT | 867-336-1547



## Yukon Corporate Registries

### Yukon Corporate Online Registries - Entity Profile

#### KETZA CONSTRUCTION CORP.

Report Created: March 31, 2022

Created by Emma Devries - ID: 5632 on 2022-03-31 11:25  
Yukon Government - INTERNAL USE ONLY

<b>Registry No.</b>	836468
<b>Entity Type</b>	Corporation
<b>Status</b>	In Compliance

#### Entity Events

All dates are in the format YYYY-MM-DD.

Only the date of the most recent entity event is shown. For a full history, see Filings.

<b>Incorporated</b>	2020-08-01
<b>Dissolved</b>	N/A
<b>Intent to Dissolve Filed</b>	N/A
<b>Revived</b>	N/A
<b>Date Continued to BCA</b>	N/A
<b>Distributing corporation?</b>	No
<b>Distributing</b>	N/A

#### Name History

##### Former Names

No former names.

#### Amalgamated From

[View \(Free\)](#) 521172 : KETZA CONSTRUCTION CORP.

**Date Amalgamated To:** 2020-08-01

[View \(Free\)](#) 536463 : 536463 YUKON INC.

**Date Amalgamated To:** 2020-08-01

## Related Entities

### Business Names

This entity has not registered any business names.

### Amalgamated Entities

This entity has amalgamated the following entities:

<u>Name</u>	<u>Registry No.</u>	<u>Date Amalgamated To</u>	<u>Entity Type</u>	<u>Status</u>	<u>Jurisdiction</u>	
KETZA CONSTRUCTION CORP.	<a href="#">521172</a>	2020-08-01	Corporation	Amalgamated	Yukon	
536463 YUKON INC.	<a href="#">536463</a>	2020-08-01	Corporation	Amalgamated	Yukon	

### Partnerships

This entity is not a partner in any partnerships.

## Addresses

### Registered Office Delivery Address / Adresse de livraison du bureau enregistré

C/O LAMARCHE, LANG & BARRETT  
505 LAMBERT STREET  
WHITEHORSE YT Y1A1Z8  
CANADA

### Registered Office Mailing Address / Adresse postale du bureau enregistré

*Same as / Identique à l'*

*Registered Office Delivery Address / Adresse de livraison du bureau enregistré*

## Directors

<b>Director</b>	<b>Effective From</b>	<b>Effective To</b>
JOSEPH DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
ERIC BROHMAN <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
PETER DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A

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**Annual Filings**

<b>Incorporated</b>	2020-08-01
<b>Last Annual Return Filed</b>	2021-08-09
<b>Year of Last Annual Return</b>	2021
<b>Next Annual Return Due</b>	2022-09-30
<b>Earliest Date for Next Annual Return</b>	2022-08-01

**Filings**

<b>ID</b>	<b>Date</b>	<b>Filing</b>	<b>Year</b>	<b>Document</b>
20075281	2021-08-09	Annual Return	2021	836468_20075281_20210809_AR_2021.pdf
20034089	2020-08-01	Articles of Incorporation	N/A	836468_20034089_20200801_IN.pdf
20034100	2020-08-01	Address of Corporation	N/A	836468_20034100_20200801_RO.pdf
20034101	2020-08-01	Directors	N/A	836468_20034101_20200801_ID.pdf

## In Contract with:

**KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA**

## Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
PMD ACCOUNTING W-5  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

## Change Order Details:

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

**Whistle Bend School Design-Build****This Change Order includes the following:**

- CCN-007 Dark Fiber Connection 77(1)(a)
- CCN-008 Additional Chain Link Fence 77(1)(a)
- CCN-010 Ventilation Pipe Extensions for Radon System 77(1)(a)
- CCN-011 Additional Badminton Net 77(1)(a)

**Bldg.#0000 - Whistle Bend School  
Project # 00519  
Contract Manager: Miguel Marques**

**Please send invoices to one of the following:**

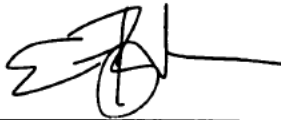
**Email: PM.AdminAccount@yukon.ca  
Fax: 867-393-6319  
Mail: P.O. Box 2703 (W-5)  
Whitehorse, Yukon Y1A 2C6**

**All other terms and conditions of this contract remain the same.**

The contract amount is:    Reduced by:    0.00                      Increased by:    73,147.93  
Original contract amount:    42,801,574.87    Total increases:    765,155.00    Total decreases:    0.00

**Revised Contract Value (maximum amount payable): 43,566,729.87**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.



Signature

**Eric Brohman- Project Management**Approved, authorized Officer/title  
Print Name**2022/05/16**

Date (year/month/day)

**867 668 5997 ex 30**

Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

**Deputy Minister  
Highways and Public Works**Approved, authorized Officer/title  
Print Name**2022/05/17**  
Date (year/month/day)





# GOVERNMENT CONTRACT CHANGE ORDER

0149

**C00061548**  
**Change Order4**

## For Government of Yukon Office Use Only

Registry Description: Whistle Bend School Design-Build

YG Contract Manager: Miguel Marques  
867-334-9863

Vendor Id: CDKETZACONST

Billing Contact: Financial Advisor  
867-667-8634

**Standard Change Order****C00061548****Registry Description: Whistle Bend School Design-Build**

**Contractor:** CDKETZACONST  
KETZA CONSTRUCTION  
CORPORATION  
107 PLATINUM RD  
WHITEHORSE, YT, Y1A 5M3  
CANADA

**Contract Manager:** Miguel Marques  
867-334-9863

**Billing Contact:** Financial Advisor  
867-667-8634

**Contact Name:**  
[Not Entered]

**Fixed Price:** Fixed Price

**Procurement Type:** Request for Proposals

**Internal File #:**

**Corporate Registry #:** [Not Entered]

**Location of Work:** Whitehorse

**Contract Value:** 43,566,729.87

**Contract Start Date:** July 29, 2021

**Increases to Contract:** 765,155.00

**Completion Date:** September 30, 2024

**Decreases to Contract:** 0.00

**Exception:** [Not Entered]

**Terms and conditions:**

The work described below is to be undertaken as a part of your contract and your contract price is to be adjusted as indicated.

**Whistle Bend School Design-Build**

This Change Order includes the following:

- CCN-007 Dark Fiber Connection 77(1)(a)
- CCN-008 Additional Chain Link Fence 77(1)(a)
- CCN-010 Ventilation Pipe Extensions for Radon System 77(1)(a)
- CCN-011 Additional Badminton Net 77(1)(a)

Bldg.#0000 - Whistle Bend School

Project # 00519

Contract Manager: Miguel Marques

Please send invoices to one of the following:

Email: PM.AdminAccount@yukon.ca

Fax: 867-393-6319

Mail: P.O. Box 2703 (W-5)

Whitehorse, Yukon Y1A 2C6

## Standard Change Order

C00061548

Registry Description: Whistle Bend School Design-Build

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2021/22	552-820350-0206-0000-00519		77(1)(a)		
2022/23	552-820350-0206-0000-00519				
2023/24	552-820350-0206-0000-00519				
					43,566,729.87

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Paul McConnell  
Deputy Minister  
Highways and Public Works

Approved, Authorized Officer/title

Print Name/Title

2022/05/10

Date (year/month/day)



Project  
Leaders

## Contemplated Change Notice (CCN)

<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	007
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-227(1.0)
<b>Title:</b>	Dark Fibre Connection	<b>Date:</b>	February 23, 2022

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

### CHANGE REQUEST DESCRIPTION

#### Description of change:

With respect to items 2.13.10.4.1 and 3.3.9 of the SOR, ensure that conduit and pull boxes are show on the site plan and provided to accommodate both the existing YG Dark Fibre line and Northwestel connection. These are to be provided separately and are to be provided in accordance with requirements of section 3.3.9.3., and all applicable codes, bylaws, and standards.

*\*Reference RFI-014*

#### Reason for change:

Only one fibre line connection was included in the SOR and Indicative Design. It was assumed only Northwestel would be providing this service. It has been decided that the existing YG Dark Fibre near site and Northwestel connections will be needed.

#### Category (Pick the code from bottom of the form)

- ☒ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction
- ☐ B – Initiated by the Design-Builder

### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

### APPROVALS

#### Recommended by Owner's Advisor:

Signature

23 Feb 2022

Date

#### Approved by YG Project Manager:

Signature

FEB 23, 2022

Date

PROJECT NAME	Whistle Bend Elementary School		
CLIENT	Government of Yukon	CCN	7
DATE	30-Mar-22	STATUS	Pending
SHORT DESCRIPTION			
Dark Fibre Connection			

<b>TOTAL CHANGE ORDER</b>	
	<b>SUB-TOTAL</b> <sup>77(1)(a)</sup>
	Insurance <sup>77(1)(a)</sup>
	Bonding
<b>TOTAL CHANGE ORDER (excl. GST)</b>	<b>\$ 25,516.27</b>
<i>This change order will impact schedule by an additional 0 day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*





# BEN'S ELECTRIC LTD

Unit 102 - 101 Titanium Way  
Whitehorse, Yukon Y1A 0E7  
T: (867) 633-2402 F: (867) 633-6174



Date: March 29 ,2022 0154

Page 1 of 1

Submitted to: Ketza Construction

107 Platinum rd

Attn: Laurie Clark

867-668-5997

Job: WBES

		DESCRIPTION		
		CCN-007 (UG conduit for Dark Fibre service)		
		Install 103mm conduit c/w pull string from existing UG vault located on south end of property to Lan room for dark fibre service.		
		Material:		
100.00	m	103mm DB2 PVC conduit	77(1)(a)	
1.00	roll	UG burial warning tape		
2.00		103mm DB2 45 bend		
2.00		103mm DB2 22.5 bend		
6.00		103mm DB2 coupler		
2.00		475ml PVC solvent		
1.00		24"x36"x 26"D composite UG vault		
32.00	hr	Labour:		
		Labour and Material total		
		Project manager (2%)		
		Safety (7%)		
0.50		Procurement		
1.00		Contract Administration		
1.00		Estimating		
		Bonding (2%)		
		Electrical Permit: (.05%)		
		Electrical Engineering and design: Setplan Engineering Ltd		
		Underground Cable locate:		
0.00		Commissioning and training:		
0.00		Seismic design and sign off:		
		Note:		
		1) This Quote covers direct costs only and we reserve the right to claim for unforeseen schedule impact and consequential costs at a later date as may be deemed applicable.		
2.00		2) Estimated extra days added to schedule		
		3) Trenching, bedding sand, backfill, compaction, surveying - by others.		
			Subtotal	\$13,826.57
			5% GST	\$691.33
			TOTAL	\$14,517.90

All work to be completed in a workmanlike manner according to standard practices.

GST # 84636 5617



## ENGINEERING CHANGE ORDER – 5

### Whistlebend Elementary School Design- Build: SP0089

Mar 28, 2022

#### Ben's Electric

Unit 102-101 Titanium Way  
Whitehorse Yukon  
Y1A 0E7

#### Setplan Engineering Ltd.

401-3106 3rd Ave  
Whitehorse YT  
Y1A 5G1

Attention: Mr.. Benoit Labelle  
By Email: ben@benselectric.ca  
Reference: **Whistlebend Elementary School Design-Build, Whitehorse**  
Client Project No. -

This Engineering Change Order (ECO) document is an amendment to the Engineering Agreement in place. Where specifically noted below, this document may supersede portions of the Agreement. All other terms of the Agreement remain in effect. Work will proceed upon receipt of a signed agreement.

## BACKGROUND

Yukon Government is requesting that the infrastructure for connecting the YG dark fibre line to the new Whistle Bend Elementary School be provided. The YG dark fibre line was not indicated in the SOR. The client has decided that the YG dark fibre line near the site and Northwestel connections will be needed.

## CHANGE IN SCOPE

We are proposing the following change to scope for the project:

- Indicate location for conduit and pull boxes on the electrical site plan for connecting the YG dark fibre line to the Whistle Bend Elementary School. To be designed in accordance with the requirements of sections 2.13.10.4.1 and 3.3.9.3.
- Review infrastructure for YG dark fibre line during construction.

#### ASSUMPTIONS:

- Owner is providing the fibre, termination, and testing as per SOR section 3.3.9.3

#### EXCLUSIONS:

- No changes.

## SCHEDULE

No change to the electrical design schedule.

## FEES AND REIMBURSABLE EXPENSES

\*\* Our services are fixed fee; however, we wanted to include a breakdown estimate showing where our time was spent in case there is any question as to the amount. Time spent to date has been included in this ECO. \*\*

**Estimated work required (blended rate for John Tran and Corry Martin - 192.50)**

Time spent to date: 8 hours, discussions, RFI meetings regarding existing fibre and SOR requirements (determination of scope).

Review existing asbuilts and site photos of site fibre.

Estimated time to complete: 12 hours for design and construction administration, includes selection of pullboxes, coordination with arch/civil/landscaping for exterior routing, pullbox locations, and interior fibre service entrance and backboard, coordinate for additional plugs as required to service owner supplied equipment, specifications. Construction administration (field reviews, shop drawings, SI as required), preparation of asbuilt drawings based on contractor markups.

ITEM (1)	EXTENSION (2)	QTY	PRICE	SUBTOTAL
Drawing changes & Field Review	0	1	\$3,850.00	\$3,850.00
Revised electrical drawings to include additional scope for fibre, selection of pullboxes and coordination for fibreloop and termination space requirements within the building. Shop drawing review of pathways equipment, field review of trenching, backfill				
			Subtotal	\$3,850.00
			<b>Total</b>	<b>\$3,850.00</b>

**Plus GST Where Applicable**

(1) Where items are marked optional above, the client may elect to exclude a portion of the change prior to authorizing work to proceed.

(2) This column represents the amount of contract extension (and milestone extensions), in days, required to complete the additional scope of work.



# ACCEPTANCE

Please sign below to accept this ECO, subject to the terms and conditions of the Agreement. You may sign electronically or download and sign a pdf copy and return to me via email. This ECO is valid for 30 days from the date of issue.

Mr. Benoit Labelle, President  
for Ben's Electric

Should you have any questions, please do not hesitate to contact me at [corry@setplan.ca](mailto:corry@setplan.ca), or 867.335.2810.

Respectfully,



03 / 28 / 2022

**Setplan Engineering Ltd**  
Corry Martin, Principal



Project  
Leaders

## Contemplated Change Notice (CCN)

<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	008
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	2
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-228(1.0)
<b>Title:</b>	Additional Length of Chain Link Fence	<b>Date:</b>	February 23, 2022

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

### CHANGE REQUEST DESCRIPTION

#### Description of change:

Provide chain link fence along the full length of the back of the property line per the attached drawing. The design and installation of the fence is to follow the existing specifications within the SOR document. Provide openings in the fence where pathways on school grounds connect with City of Whitehorse trails.

Refer to the following attachments for additional information:

- Marked-up drawings L-02, labelled "Issued for Design Review #3".

#### Reason for change:

Desired by Department of Education to establish clear boundaries between the school site and adjacent sites.

#### Category (Pick the code from bottom of the form)

- ☒ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction
- ☐ B – Initiated by the Design-Builder

### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

### APPROVALS

#### Recommended by Owner's Advisor:

Signature

23 Feb 2022

Date

#### Approved by YG Project Manager:

Signature

FEB 23, 2022

Date





BIOSWALE



OUTDOOR CLASSROOM / SIT SPACE WITHIN FOREST IN NORTH SENSORY GARDEN



SOCCER FIELD



FIREPIT - OUTDOOR CLASSROOM

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Betula papyrifera / Paper Birch	B&B	7cm; 1.8m std	8
	Picea glauca / White Spruce	B&B	3.5m Ht	10
	Prunus maackii / Amur Chokecherry	B & B	7cm cal	3
	Prunus padus commutata / May Day Tree	B&B	7cm cal	3
	Sorbus americana / Mountain Ash	B&B	7cm cal	5
STREET TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Populus x 'Brooks' / Brooks#6 Poplar	B&B	7cm; 1.8m std	11



HARDSCAPE PLAY - PAINTED LINE GAMES - Line work not in Contract



VDZ+A

LANDSCAPE ARCHITECTURE | CIVIL ENGINEERING | URBAN FORESTRY

FORT LANGLEY STUDIO | MOUNT PLEASANT STUDIO

100-9181 Church St | 102-355 Kingsway

Fort Langley, BC | Vancouver, BC

VLM 288 | VST 317

www.vdz.ca | 604-882-0024

No.	By:	Description	Date
6	JW	Issued for Design Review #3	2022-01-24
5	JW	Issued for Design Review #2	2021-12-15
4	JW	Issued for DP	2021-11-24
3	JW	Issued for Review	2021-11-09
2	JW	Issued for Review	2021-11-03
1	JW	Issued for YG Review	2021-10-15

REVISIONS TABLE FOR DRAWINGS

© Copyright reserved. This drawing and design is the property of Vdz+A and may not be reproduced or used for other projects without permission.

No.	By:	Description	Date
-----	-----	-------------	------

REVISIONS TABLE FOR SHEET

Project:  
Whistle Bend Elementary School

Location:  
33 Olive May Way  
Whitehorse, Yukon

Drawn: DV	Stamp:
Checked: JW	
Approved: MVDZ	Original Sheet Size: 24"x36"
Scale: 1:500	CONTRACTOR SHALL CHECK ALL DIMENSIONS ON THE WORK AND REPORT ANY DISCREPANCY TO THE CONSULTANT BEFORE PROCEEDING. ALL DRAWINGS AND SPECIFICATIONS ARE THE EXCLUSIVE PROPERTY OF THE OWNER AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. ALL REZONING/DEVELOPMENT DRAWINGS MUST NOT BE PRICED FOR CONSTRUCTION UNLESS LABELED ISSUED FOR TENDER/CONSTRUCTION.

Drawing Title:  
OVERALL SITE PLAN



VDZ Project #:  
DP2021-59

Drawing #:  
L-02





## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	8
<b>DATE</b>	24-Mar-22	<b>STATUS</b>	Pending
<b>SHORT DESCRIPTION</b>			
Provide chain link fence along the full length of the back of the property line as per supplied drawings			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
		<b>SUB-TOTAL</b>	77(1)(a)	
		<b>FEE</b>		
		<b>TOTAL</b>		\$ 858.00

<b>SUB CONTRACTOR COSTS</b>		
Item		Cost
Olsen Fencing	77(1)(a)	
	<b>SUB-TOTAL</b>	
	<b>FEE</b>	
	<b>TOTAL</b>	\$ 36,776.30

<b>TOTAL CHANGE ORDER</b>	
	<b>SUB-TOTAL</b> 77(1)(a)
Insurance	77(1) )
Bonding	(a) )
<b>TOTAL CHANGE ORDER (excl. GST)</b>	\$ 39,000.43
<i>This change order will impact schedule by an additional 0 day(s)</i>	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*

**Olson Fencing & Contracting Ltd.**

1303 Centennial Street  
Whitehorse, YT Y1A3Z1

**Estimate**

Estimate to:
Ketza Construction 107 Platinum Road Whitehorse, Yukon Y1A 5M3

Date	Estimate #
2022-03-23	1069

Project
WB School

Description	Total
<p>Supply &amp; install additional 171m of 1.2m high all black chain link fencing as per spec for new Whistle Bend school.</p> <p>Notes: All posts and rails to be schedule 40.</p> <p style="text-align: center;">GST</p>	77(1)(a)

This estimate is valid for 15 days due to weekly price fluctuations.

			<b>Subtotal</b>	\$33,433.00
<b>GST/HST No.</b>	818819088		<b>GST Total</b>	\$1,671.65
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Total</b>	\$35,104.65
867.334.2846		olsonfencing@northwestel.net		



## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	10
<b>DATE</b>	16-Mar-22	<b>STATUS</b>	Pending
<b>SHORT DESCRIPTION</b>			
Ventilation pipe extensions for Radon system			

<b>KETZA COSTS: Labour, General Conditions, Materials, Equipment</b>				
Item	# Hours	Unit	Rate	Cost
Superintendent	77(1)(a)			
Project Management				
Carpenter				
		<b>SUB-TOTAL</b>	77(1)(a)	
		<b>FEE</b>		
		<b>TOTAL</b>		\$ 1,826.00

<b>SUB CONTRACTOR COSTS</b>	
Item	Cost
AFAB	77(1)(a)
Duncans	
	<b>SUB-TOTAL</b> 77(1)(a)
	<b>FEE</b>
	<b>TOTAL</b> \$ 3,793.61

<b>TOTAL CHANGE ORDER</b>	
	<b>SUB-TOTAL</b> 77(1)(a)
	Insurance 77(1)(a)
	Bonding
	Design Build Contingency
	<b>TOTAL CHANGE ORDER (excl. GST)</b> \$ 6,385.57
This change order will impact schedule by an additional 0 day(s)	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*

# PROPOSED CHANGE ORDER

DUNCAN'S LTD.

CCN# CCN-010  
 Date: 3/15/2022  
 Project Name: WBES  
 Project Number: 22WB  
 Page Number: 1

Client Address:

## Work Description

EXTEND RADON VENTILATION THROUGH ROOF TO ALLOW FOR PASSIVE RADON MITIGATION. ROOFING, ARCHITECTURAL AND ELECTRICAL WORK NOT INCLUDED.

## NOTE THIS IS PRICED PER INDIVIDUAL PENETRATION. FINAL QUANTITY TBD.

We reserve the right to correct this quote for errors and omissions.

This price is good for acceptance within 5 days from the date of receipt.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN #CCN-010**.

## Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
6 PVC DWV PIPE	77(1)(a)						
6 PVC DWV COUPLING							
INSULATED ROOF JACK ASSEMBLY WITH RAIN CAP							

## Totals

## Summary

General Materials 77(1)(a)

## Material Total

JOURNEYMAN MECHANIC  
 PROJECT MANAGER @2%  
 SAFETY @ 7%  
 CONSUMABLES

## Subtotal

Markup

## Subtotal

Bonding  
 Insurance

## Final Amount

**\$2,098.74**

## CONTRACTOR CERTIFICATION

ORIGINAL

# PROPOSED CHANGE ORDER

0164

**DUNCAN'S LTD.**

Client Address:

**CCN #**

**CCN-010**

**Date:**

3/15/2022

**Project Name:**

WBES

**Project Number:**

22WB

**Page Number:**

2

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

**CCN #: CCN-010**

**Final Amount:\$2,098.74**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Change Order #:** \_\_\_\_\_

I hereby accept this quotation and authorize the contractor to complete the above described work.

**ORIGINAL**



# AFAB ENTERPRISES LTD.

ROOFING AND CONSTRUCTION IN THE NORTH FOR OVER 25 YEARS

16 Denver Rd. Whitehorse, YT, Y1A 5S8

Phone: 867-668-3945

k-afab@hotmail.com

March 21, 2022

To: Ketza Construction Ltd.

Attn: Laurie

From: Kevin Tarapaski

Re: Quotation for supply and install of Radon stacks on the Whistle Bend School project

Scope of work:

- Supply and install insulated aluminum stack flashings for radon vent pipes.

Cost of said work: 77(1) per pipe  
( )

Thank you,

Kevin Tarapaski





<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	010
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-234(1.0)
<b>Title:</b>	Ventilation Pipe Extensions for Radon System	<b>Date:</b>	March 3, 2022

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

#### CHANGE REQUEST DESCRIPTION

**Description of change:**

Extend radon ventilation piping through the roof to allow for a passive radon mitigation system.

Per section 4.17.5.2.2.3 in the SOR, ensure location of future radon gas exhaust is a minimum of 7600mm (25ft) away from any outdoor are intake.

Reference RFI-038

**Reason for change:**

Mitigates need to return to install roof penetrations and extend the vents should it be confirmed that this is needed in the future.

**Category** (Pick the code from bottom of the form)

- ☐ C – Client request (scope, material schedule)
- ☐ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction
- ☒ B – Initiated by the Design-Builder

#### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.

#### APPROVALS

**Recommended by Owner's Advisor:**

Signature

3 Mar 2022

Date

**Approved by YG Project Manager:**

Signature

MAR 7, 2022

Date





<b>To:</b>	Ketza Construction Ltd.	<b>CCN No:</b>	011
<b>Project:</b>	Design-Build - Whistle Bend Elementary School	<b>Total No. of Pages:</b>	1
<b>Location:</b>	Lot 333 - Whistle Bend, Whitehorse, YT	<b>Document Number:</b>	P7201-332450393-238(1.0)
<b>Title:</b>	Additional Badminton Net	<b>Date:</b>	March 3, 2022

The following items are contemplated changes to the contract for this project. Work is not to proceed until authorized by a Change Order. All material and workmanship are to be in accordance with that stipulated in the contract documents unless otherwise stated. Please submit an itemized breakdown, within 10 working days, of the work involved in this change. Costs are to identify and include for any changes to the contract schedule.

#### CHANGE REQUEST DESCRIPTION

**Description of change:**

Provide additional badminton net, including all required components and accessories, in accordance with the SOR.

**Reason for change:**

Conflicting information between the SOR and Addendum information during the tender period. 3 badminton nets total are needed, and the Design-Building has only accounted for two.

**Category** (Pick the code from bottom of the form)


- ☐ C – Client request (scope, material schedule)
- ☒ D – Design (error, omission, coordination)
- ☐ S – Site condition not reasonably foreseeable
- ☐ A – Authorities having jurisdiction
- ☐ B – Initiated by the Design-Builder

#### INSTRUCTIONS TO CONTRACTOR

Provide a clear proposal that communicates the design and/or construction scope of work, outside of the current contract scope, that is required to successfully deliver the described change request. The proposal is to include a detailed breakdown of the costs associated with the additional scope, as well as the required additional time required to be added to the contract, if any.


#### APPROVALS

**Recommended by Owner's Advisor:**

  
\_\_\_\_\_  
Signature

3 Mar 2022  
\_\_\_\_\_  
Date

**Approved by YG Project Manager:**

  
\_\_\_\_\_  
Signature

MAR 7, 2022  
\_\_\_\_\_  
Date



## CONSTRUCTION CHANGE ORDER

<b>PROJECT NAME</b>	Whistle Bend Elementary School		
<b>CLIENT</b>	Government of Yukon	<b>CCN</b>	11
<b>DATE</b>	17-Mar-22	<b>STATUS</b>	Pending
<b>SHORT DESCRIPTION</b>			
Additional Badminton net and accessories			

KETZA COSTS: Labour, General Conditions, Materials, Equipment				
Item	# Hours	Unit	Rate	Cost
On Site Coordination	77(1)(a)			
			77(1)(a)	
		<b>SUB-TOTAL</b>		
		<b>FEE</b>		
		<b>TOTAL</b>		\$ 143.00

SUB CONTRACTOR COSTS		
Item		Cost
Caliber Sport Systems	77(1)(a)	
	<b>SUB-TOTAL</b>	
	<b>FEE</b>	
	<b>TOTAL</b>	\$ 2,024.00

TOTAL CHANGE ORDER	
	<b>SUB-TOTAL</b> 77(1)(a)
	Insurance 77(1)(a)
	Bonding
<b>TOTAL CHANGE ORDER (excl. GST)</b>	\$ 2,245.66
This change order will impact schedule by an additional <u>0</u> day(s)	

*Reservation of Rights: This change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun.*



## Contemplated Change

**To:** Laurie Clark – Ketz Construction  
**From:** Devan Wray  
**Date:** March 16, 2022  
**Re:** CCN 11 Whistle Bend School Design-Build

Hi Laurie,

Below is the cost to add one additional badminton set as per CCN 11. Let me know if you need anything else.

### **CCN #11**

#### **Scope of Work:**

Add 77(1) additional badminton set (77(1)(a) as per CCN 11. Pricing includes supply only of badminton posts & net, as well as supply & installation of 77(1) additional floor sockets complete with brass socket covers and 77(1) additional storage room sockets (sleeves only)

**ADD: \$1,840.00 + GST**

#### **NOTES:**

- Pricing is valid for 30 days from date of quotation.

If you have any questions regarding this submission, please do not hesitate to contact me.

Sincerely,

Devan Wray



## Yukon Corporate Registries

### Yukon Corporate Online Registries - Entity Profile

#### KETZA CONSTRUCTION CORP.

Report Created: May 03, 2022

Created by Lyza Espada - ID: 5732 on 2022-05-03 15:45  
Yukon Government - INTERNAL USE ONLY

<b>Registry No.</b>	836468
<b>Entity Type</b>	Corporation
<b>Status</b>	In Compliance

#### Entity Events

All dates are in the format YYYY-MM-DD.

Only the date of the most recent entity event is shown. For a full history, see Filings.

<b>Incorporated</b>	2020-08-01
<b>Dissolved</b>	N/A
<b>Intent to Dissolve Filed</b>	N/A
<b>Revived</b>	N/A
<b>Date Continued to BCA</b>	N/A
<b>Distributing corporation?</b>	No
<b>Distributing</b>	N/A

#### Name History

##### Former Names

No former names.

#### Amalgamated From

[View \(Free\)](#) 521172 : KETZA CONSTRUCTION CORP.

**Date Amalgamated To:** 2020-08-01

[View \(Free\)](#) 536463 : 536463 YUKON INC.

**Date Amalgamated To:** 2020-08-01

## Related Entities

### Business Names

This entity has not registered any business names.

### Amalgamated Entities

This entity has amalgamated the following entities:

<u>Name</u>	<u>Registry No.</u>	<u>Date Amalgamated To</u>	<u>Entity Type</u>	<u>Status</u>	<u>Jurisdiction</u>	
KETZA CONSTRUCTION CORP.	<a href="#">521172</a>	2020-08-01	Corporation	Amalgamated	Yukon	
536463 YUKON INC.	<a href="#">536463</a>	2020-08-01	Corporation	Amalgamated	Yukon	

### Partnerships

This entity is not a partner in any partnerships.

## Addresses

### Registered Office Delivery Address / Adresse de livraison du bureau enregistré

C/O LAMARCHE, LANG & BARRETT  
505 LAMBERT STREET  
WHITEHORSE YT Y1A1Z8  
CANADA

### Registered Office Mailing Address / Adresse postale du bureau enregistré

*Same as / Identique à l'*

*Registered Office Delivery Address / Adresse de livraison du bureau enregistré*

## Directors

Director	Effective From	Effective To
JOSEPH DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
ERIC BROHMAN <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A
PETER DENSMORE <b>Delivery/Mailing Address / Adresse de livraison/postale:</b> 107 PLATINUM ROAD WHITEHORSE YT Y1A 5M3 CANADA	2020-08-01	N/A

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**Annual Filings**

<b>Incorporated</b>	2020-08-01
<b>Last Annual Return Filed</b>	2021-08-09
<b>Year of Last Annual Return</b>	2021
<b>Next Annual Return Due</b>	2022-09-30
<b>Earliest Date for Next Annual Return</b>	2022-08-01

**Filings**

<b>ID</b>	<b>Date</b>	<b>Filing</b>	<b>Year</b>	<b>Document</b>
20075281	2021-08-09	Annual Return	2021	836468_20075281_20210809_AR_2021.pdf
20034101	2020-08-01	Directors	N/A	836468_20034101_20200801_ID.pdf
20034100	2020-08-01	Address of Corporation	N/A	836468_20034100_20200801_RO.pdf
20034089	2020-08-01	Articles of Incorporation	N/A	836468_20034089_20200801_IN.pdf