

BRITISH COLUMBIA HOUSING
SUPPLEMENTARY GENERAL CONDITIONS (DESIGN TENDER) TO
CCDC2 – 2008
STIPULATED PRICE CONTRACT
(1 May 2023 Version)

Add:

“ARTICLE A-0 BC HOUSING RIGHTS AND INVOLVEMENT

"If *BC Housing* is not identified as the *Owner* in the Agreement between *Owner* and *Contractor*, then, notwithstanding anything else in the *Contract*, the *Contractor* shall:

- .1 include *BC Housing* as a dual/multiple obligee on the bonds required by Part
- .2 indemnify *BC Housing* to the same extent as the *Contractor* indemnifies the *Owner* pursuant to Part 12 (as modified by these Supplementary Conditions)
- .3 agrees and acknowledges that *BC Housing* has the same right of inspection, review and audit as the *Owner* under GC 1.5 (as modified by these Supplementary Conditions) and as otherwise identified in the *Contract*.”

ARTICLE A-1 THE WORK

Add:

- “1.4 The *Owner* supports the provision of opportunities for *work* experience and training in the construction industry for entry level workers to trade apprentices. This includes recruitment from programs intended to grow skilled trades such as the Skilled Trades Employment Program (STEP) and registration in programs committing employers to supply a safe and productive *work* environment such as the Builders Code.

The *Contractor’s* work force is required, where such programs exist, to include individuals placed through agencies such as Bladerunners and Embers that *provide* ongoing training and support to persons with barriers to employment. Individual placed through these programs will be considered employees of the *Contractor* or *Subcontractor*. If no applicable program(s) exist within the geographic area of the *Work* the *Contractor* may seek a waiver from the *Owner*.

The *Owner*, at its discretion, may require the *Contractor* or *Subcontractor* to *provide* sufficient evidence of the involvement of these employees in the *Work*.

- 1.5 The *Owner* is committed to reducing waste in all aspects of business. As such, construction and demolition (C&D) waste management targets have been set out in the *BC Housing Livegreen* plan and *BC Housing’s* Design Guidelines and Construction Standards, and shall be tracked and reported. The minimum targets for C&D waste diversion from landfill in the Lower Mainland and on Vancouver Island *projects* is 80%, and 60% for *projects* elsewhere in the

province. The *Contractor* shall submit the Waste Management Plan before signing the construction *contract* and is responsible for tracking waste diversion rates throughout the construction *project* and submission of the completed Waste Management Reporting Form. Refer to *BC Housing's* Design Guidelines and Construction Standards.

- 1.6 The *Contractor* will give to the *Owner* a minimum of 45-calendar day written notice that the *Contractor* will meet the date set in the Article A-1 for Substantial Performance of Work, or the latest revision to this date that is executed through the endorsement of the Contract or change order/s.”

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 Add:

- “* British Columbia Housing Supplementary General Conditions (Design-Tender) to CCDC2-2008 Stipulated Price *Contract*.
- * *BC Housing's* Supplier Code of Conduct latest version at the effective date of this *Contract*. The detail of *BC Housing's* Supplier Code of Conduct is posted on *BC Housing's* website at the following hyperlink:
[https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials.](https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials)”

Add:

“ARTICLE A-9 TIME OF THE ESSENCE

- 9.1 All time limits stated in this *Contract* are of the essence of the *Contract*.

ARTICLE A-10 LIQUIDATED DAMAGES

- 10.1 If the *Contractor* fails to achieve *Substantial Performance of the Work* on or before the date set out in paragraph 1.3 of Article A-1 THE WORK, as may be adjusted in accordance with this *Contract* (the “Scheduled Substantial Performance Date”), the *Contractor* will pay to the *Owner* by way of liquidated damages and not as a penalty the sum of \$[POPULATE] per day for each and every day after the *Scheduled Substantial Performance Date* that *Substantial Performance of the Work* is not achieved (or if the *Owner* has extended the *Contract Time* in accordance with this *Contract*, such other date established for the *Scheduled Substantial Performance Date*). The maximum aggregate amount of such liquidated damages will be ten percent (10%) of the *Contract Price*. If this *Contract* is terminated, the reference in this Article A-10 to the “*Contract Price*” will be deemed only for purposes of this Article A-10 to be the amount to which the *Contractor* would have been entitled if the *Contractor* had properly performed and completed the *Work* and this *Contract* had not been terminated. The liquidated damages will not relieve the *Contractor* from its obligation to complete the *Work* or from any other duties, obligations or responsibilities of the *Contractor* under this *Contract*, and will not limit the *Owner's* rights to terminate this *Contract* for default of the *Contractor* under this *Contract*.

10.2 The *Owner* and the *Contractor* agree that the amount in Article A-10 represents a genuine pre-estimate of the damages and expenses that the *Owner* is likely to incur for such failure to meet the *Scheduled Substantial Performance Date* and both parties expressly agree that such amount is not a penalty. The *Owner* may, in its discretion, either deduct the daily sums in respect of liquidated damages from any amounts payable to the *Contractor* under this *Contract* or may require payment thereof by the *Contractor* on demand.”

DEFINITIONS

20. Substantial Performance of the Work

Delete and replace with the following:

“*Substantial Performance of the Work* shall have been reached when:

- .1 the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*; and
- .2 a *Certificate of Completion* has been issued for the *Work* as a whole.”

Add:

“27. BC Housing

BC Housing means the British Columbia Housing Management Commission and its authorized agents or representatives.

28. Builders Lien Act

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c.45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builder’s liens.

29 Certificate of Completion

A *Certificate of Completion* is a *certificate of completion* as defined in the *Builders Lien Act*.”

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC1.1 CONTRACT DOCUMENTS

1.1.7.1.1 Delete and Replace with the following:

- “.1 the order of priority of documents, from highest to lowest, shall be:
- Supplementary Conditions (if any),
 - the Agreement between the *Owner* and the *Contractor*,

- the Definitions,
- the General Conditions,
- Division 1 of the *Specification*,
- technical *Specification*,
- material and finishing schedules,
- *the Drawings.*”

GC1.4 ASSIGNMENT

Add:

“1.4.2 Notwithstanding paragraph 1.4.1, the *Owner* may assign its interest in the *Contract* and any of its rights and remedies available at law to *BC Housing* at any time without the consent of the *Contractor.*”

GC 1.5 RECORDS AND AUDIT

Add a new GC 1.5 as follows:

“GC 1.5 RECORDS AND AUDIT

1.5.1 The *Contractor* will keep and maintain full and detailed records for six years after expiry of the warranty period pursuant to Part 12 all records, reports and other documentation required under this *Contract*. During this period, the *Owner*, the *Consultant* and the *Owner’s* representatives may on request, and acting reasonably, require copies of, inspect and audit all books, invoices and records of the *Contractor* that relate to any *Changes Order*, *Change Directives*, delay claims or disputes by the *Contractor*, including but not limited to quotations and invoices by *Subcontractors* or *Suppliers*. The *Owner* may be assisted by a third-party audit firm of the *Owner’s* choice. In conducting the audit, the *Owner* will have all powers necessarily incidental to conducting an audit, including the right to have reasonable access to the *Contractor*, its offices and its personnel and to inspect and take copies of any record.

1.5.2 If the *Owner provides* notice to the *Contractor*, that the *Owner* is conducting an audit, the *Contractor* will promptly *provide* all other information reasonably requested by the *Owner* or its audit firm. The *Contractor* will cooperate with the *Owner* and its audit firm in the conduct of any audit and the parties will promptly review and settle all matters arising from such audit, including the refunding or payment of monies to the other, if applicable.

1.5.3 The *Contractor* must ensure that all direct and indirect contracts with *Subcontractors* and *Suppliers* include an agreement to be bound by the terms of this GC 1.5 and to *provide* access to the *Owner* and its third-party audit firm to perform an audit in accordance with GC 1.5. The *Contractor* acknowledges that both the *Owner* and its third-party audit firm may request information to support an audit directly from any of its *Subcontractors* or *Suppliers* and the *Contractor* will not prevent or influence its *Subcontractors* or *Suppliers* from supplying the information.

1.5.4 Notwithstanding the above, subject to applicable law, the right to review, inspect audit or copy will not extend to financial statements **and other information not directly**

associated with the *Project* or to the composition of agreed upon lump sums, fixed unit rates or percentages except to the extent the *Owner* requires such information to validate the cost make-up of a *Change Order*.”

PART 3 EXECUTION OF THE WORK

GC3.1 CONTROL OF THE WORK

Add:

“3.1.3 The *Contractor* agrees to allocate only those key personnel proposed in writing, for the roles of Site Supervisor, Project Coordinator and Project Manager, or, any other key personnel specified, and accepted by the *Owner* with the acceptance of the tender or on entering into this *Contract*. Any changes to key personnel must be proposed in writing and approved by the *Owner*.”

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2.2 Delete.

Add:

“3.2.3.4 as it applies to applicable health and construction safety legislation at the *Place of the Work* the *Contractor* shall assume overall responsibility and be designated as the “*Prime contractor*” in accordance with GC 9.4 Construction Safety.

3.2.7 If the *Contractor* has caused damage to the work of another *contractor* on the *Project*, the *Contractor* agrees to settle the matter with the other *contractor* by negotiation or arbitration. If the other *contractor* makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor* and may require the *Contractor* to defend the action at the *Contractor's* expense. The *Contractor* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action. Paragraph 12.1.6.2 of GC 12.1 INDEMNIFICATION shall apply.”

GC3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.2 Delete and replace with the following:

“Subject to paragraph 3.7.3, the *Contractor* agrees to employ only those *Subcontractors* proposed in writing, including the *Contractor's* own forces, if any, and accepted by the *Owner* with the acceptance of the tender or on entering into this *Contract*. The *Contractor* shall not change any *Subcontractor* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld.”

GC3.11 USE OF THE WORK

Add:

“3.11.3 The *Contractor* shall not use any service, plant or equipment installed as part of the *Work* without first receiving the written approval of the *Consultant*. On receipt of such approval, the *Contractor* shall be subject to any conditions set out as part of such approval and shall be responsible for all costs including damage and compensation for wear.”

PART 5 PAYMENT

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.3 In line 2, after *Place of Work*, add “, which in the opinion of the *Consultant* will be installed within 30 calendar days of delivery, unless agreed otherwise,”

Add:

“5.2.8 The *Contractor* shall submit one copy of all applications for payment and all applications for payment, except the first, shall be accompanied by a form of statutory declaration approved by the *Owner* completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia, which statutory declaration must include a statement that all accounts for labour, subcontracts, *Products*, construction machinery and equipment and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* covered by the immediately preceding progress claim, and for which the *Owner* might in any way be held responsible, have been paid in full, except holdback monies properly retained.

5.2.9 Every application for payment shall identify the *Value-Added Taxes* payable by the *Owner* to the *Contractor* as a separate entry.”

GC5.3 PROGRESS PAYMENT

5.3.1.2 Add at the end:

“No certificate for payment will be issued for any of the *Work* and no payment shall be approved, authorized or made unless the *Contractor* has provided all documents as required to be provided at that time under this *Contract* or as otherwise reasonably required by the *Consultant* for the *Consultant* to determine the amount properly due.”

5.3.1.3 Delete and replace with the following:

“The *Owner* shall make payment of 90% of the amount as determined by the *Consultant* to be due to the *Contractor* on account in accordance with the provisions of Article A-5 PAYMENT no later than 20 calendar days after the certificate for payment has been issued, provided that the *Owner*, at its sole and absolute discretion, may retain out of such payment the amount of any outstanding liens or claims or any other indebtedness which may have been incurred by the *Contractor* in performing the *Work* and for which the *Owner*

may in any way be held responsible. "Other indebtedness" means only such debts incurred by the *Contractor* to persons in privity of contract with the *Contractor*, debts arising out of statutory requirements and, in the case of the *Contractor's* workers, any debts arising out of collective bargaining agreements, legislation applying to workers compensation, employment insurance and minimum wage standards where applicable. Upon request by the *Owner*, the *Contractor* shall forthwith *provide* a full accounting as to the disbursement of all monies paid by the *Owner* to the *Contractor*, including a complete list of all persons to whom monies remain due and the amounts due."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1

Add at the end of paragraph 5.4.1:

"The *Contractor* shall submit the following documents and other items with their request for *Substantial Performance* review by the *Consultant*.

- .1 the list of all deficient and incomplete items of *work* including the estimated value of each item;
- .2 complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 a complete demonstration of all mechanical and electrical systems and electrically operated devices to the *Owner's* operating and maintenance staff and any training required by the *specifications*, to the *Owner's* satisfaction;
- .4 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .5 a complete set of marked up construction drawings and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built drawings to show all significant *Changes to the Work* made during construction;
- .6 current certification by the Workers Compensation Board that the *Contractor* and all *Subcontractors* are in good standing;
- .7 a statement that all claims and demands for extra *work* or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 a statutory declaration in accordance with the *Construction Contract*;

- .9 an updated survey of the Place of the *Work* prepared by a British Columbia Land Surveyor confirming the exact area of the property, the location of all registered easements or statutory rights of way, and confirming that the position of the buildings, including foundations and overhangs, building heights and finish grades comply with all municipal requirements;
- .10 all keys required for the entire *Project*; and
- .11 the final Waste Management Reporting Form demonstrating achievement against the targets identified at Article 1.5.

The requirement to *provide* documents and other items listed in sub-paragraphs .1 through.11 does not limit the *Contractor's Substantial Performance* obligations noted elsewhere in the *Contract*. A deficiency holdback will be retained for documents and other items not submitted and an estimated value is to be submitted for review and acceptance by the *Consultant* this will include, at minimum, a holdback of \$15,000.00 CAD for each sub-paragraph .4 and .5 and \$10,000.00 CAD for sub-paragraph .11.”

5.4.2 Delete and replace with the following:

"Upon receipt of the *Contractor's* request for issuance of a *Certificate of Completion* for all or a designated portion of the *Work*, the *Consultant* will forthwith review the *Work* to verify the validity of the request and no later than 20 working days after the date of the request, will notify the *Contractor* and the *Owner* whether the *Work*, or the designated portion of the *Work*, is substantially performed by delivery of the applicable *Certificate of Completion* for the *Work*. With respect to a request from the *Contractor* for a review by the *Consultant* for issuance of the *Certificate of Completion* for the *Work* in its entirety, the *Consultant* will, in addition to making an inspection and assessment of the *Work* to verify the validity of the request, establish a list of all deficient and incomplete items of *work* including an estimated value for each item, subject to the approval of such value by the *Owner*. The *Owner* may, until all of the deficient and incomplete *work* is rectified or completed to the satisfaction of the *Consultant*, withhold the following amounts from any payments to the *Contractor*:

- .1 the aggregate amount, if any, determined pursuant to this paragraph 5.4.2 multiplied by two; and
- .2 the amount, if any, determined pursuant to GC5.8 WITHHOLDING OF PAYMENT.”

Add:

“5.4.4 The *Contractor* shall be responsible for all additional costs incurred by the *Owner* for inspection of the *Work* prior to the *Contractor* meeting all requirements set out in paragraph 5.4.1, and such costs shall be deducted from the monies due to the *Contractor* upon *Substantial Performance of the Work*.

5.4.5 If not submitted at the time of the request for Substantial Performance review then no later than 30 calendar days following issuance of the *Certificate of Completion* for the *Work*, the *Contractor* shall *provide* to the *Owner* all service contracts, manufacturer's inspections,

certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*.”

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 In line 1, delete "the certificate of *Substantial Performance of the Work*" and replace with "the *Certificate of Completion* for the *Work*".

5.5.2 Delete and replace with the following:

“The *Consultant* shall be the payment certifier responsible under the *Builders Lien Act* for certifying substantial completion of the *Work* and, if required, the *work* of a *Subcontractor* or *Supplier*, and for issuing a *Certificate of Completion*. The *Contractor* shall promptly *provide* the *Consultant* with all information and documentation requested by the *Consultant* to assist the *Consultant* in making its inquiries and determinations for issuing a *Certificate of Completion*, including without limitation for *Subcontractors* and *Suppliers*, and shall indemnify and save the *Owner* and the *Consultant* harmless from all liability arising from a failure to issue a *Certificate of Completion* when required, or from a premature issuance of a *Certificate of Completion* for a *Subcontractor* or *Supplier*, arising directly or indirectly from a failure to promptly *provide* complete and accurate information and documentation requested by the *Consultant*.”

5.5.3 Delete.

5.5.5 Delete.

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In lines 1 and 2, delete:

“, upon application by the *Contractor*, the *Consultant* has certified that the *work* of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*”

and replace with the words:

“the *Consultant* has pursuant to paragraph 5.5.2 issued a *Certificate of Completion* for the *work* of a *Subcontractor* or *Supplier*,”

5.6.2 Delete.

GC5.7 FINAL PAYMENT

5.7.4 In line 2, delete the number "5" and replace with the number "20".

Add at the end thereof:

"less any monies properly retained by the *Owner* pursuant to the terms of this *Contract* and less any other third party monetary claims against the *Contractor* which are enforceable against the *Owner*."

PART 6 CHANGES IN THE WORK

GC6.1 CHANGES

Add:

"6.1.3 Any substitution of *Products* specified in the *Contract Documents* must be approved by the *Owner* in writing prior to such substitution."

6.2 CHANGE ORDER

6.2.1 Add at the end:

"The adjustment for the *Contract Price* shall not exceed the actual cost of the *Contractor's work* for the change in the *Work*, plus an allowance for overhead and profit as follows:

- .1 For *Contractor*, for overhead and profit, 15% of the actual cost of the *Contractor's work*;
- .2 For *Contractor*, for overhead and profit, 7.5% of the amount for *Subcontractor's work*, being the actual cost of the *Subcontractor's work* plus the amount determined as set out in .3 below;
- .3 For *Subcontractor*, for overhead and profit, 15% of the actual cost of the *Subcontractor's work*."

Add:

"6.2.3 If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related *work* or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.

6.2.4 Where requested by the *Consultant*, the *Contractor* shall promptly *provide* itemized labour and material cost and quantity breakdowns, *subcontractor* costs, and other detailed information required to substantiate the *Contractor's* claim for a change to the *Contractor Price* or *Contract Time*."

GC6.3 CHANGE DIRECTIVE

6.3.6.3 Delete and replace with the following:

"Unless otherwise agreed between the *Owner* and the *Contractor*, the allowance for overhead and profit shall be calculated as follows:

- .1 For *Contractor*, for overhead and profit, 15% of the actual cost of the *Contractor's work*;
- .2 For *Contractor*, for overhead and profit, 7.5% of the amount for *Subcontractor's work*, being the actual cost of the *Subcontractor's work* plus the amount determined as set out in .3 below;
- .3 For *Subcontractor*, for overhead and profit, 15% of the actual cost of the *Subcontractor's work*."

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

Add:

"6.4.5 The *Contractor* warrants and represents that it is familiar with the site comprising the *Place of the Work* having physically inspected such site and reviewed all reports thereon included within the *Contract Documents*."

GC6.5 DELAYS

Add:

"6.5.6 During any delays in the performance of the *Work* as set out in GC6.5 DELAYS, the *Contractor* shall maintain adequate surveillance of the *Work* and undertake such maintenance and protection of the *Work* as may be reasonable to maintain safety and when possible to protect *Products* already installed in the *Work* or delivered to the *Place of the Work*."

PART 7 DEFAULT NOTICE

GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

7.1.1 In line 1, after the word "bankrupt", insert "commits an act of bankruptcy or threatens to commit an act of bankruptcy,"

Add:

"7.1.7 If the *Owner* terminates the *Contractor's* right to continue with the *Work* in whole or in part or terminates the *Contract*, the *Contractor* shall, safeguard the *Work* then completed and the materials and equipment then delivered to the *Place of the Work*, assign or novate any *Subcontractor* or *Supplier* contracts to the *Owner* or terminate any *Subcontractor* or *Supplier* contracts to the extent requested by the *Owner* during the term of the *Contract* and do such other extra *work* as may be ordered by the *Consultant* for the purpose of leaving the *Work* in a safe and useful condition.

7.1.8 The *Owner* may terminate the *Contract* at any time for any reason. In such event, the *Owner* shall pay to the *Contractor*:

- .1 the proportionate part of the *Contract Price* earned up to the effective date of termination; plus
- .2 the *Contractor's* reasonable demobilization costs, to the extent not already included in paragraph 7.1.8.1; plus
- .3 such unavoidable and reasonable additional third party costs, if any, directly flowing from and which are a reasonable consequence of the termination, but excluding any consequential, indirect or special damages, and any claims for loss of profit or opportunity.

Notwithstanding the foregoing, the *Owner* shall not be liable to the *Contractor* for any claims, costs or damages whatsoever arising from such termination of the *Contract* other than as set out in this paragraph.

7.1.9 Except as provided in paragraphs 7.1.5.3 and 7.1.5.4, the *Contractor* shall have no claim or right of action against the *Owner* for any damages, costs, expenses, loss of profits or otherwise as a result of the termination by the *Owner* of the *Contractor's* right to continue with the *Work* in whole or in part or the termination by the *Owner* of the *Contract*."

GC7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

7.2.3.1 Delete.

7.2.3 Add the following to 7.2.3 as a new paragraph following paragraph 7.2.3.4:

"The defaults in contractual obligations set out in paragraphs 7.2.3.1 through 7.2.3.4 shall not apply to the withholding of certificates of payment or payment, or both, following receipt of court ordered garnishments of monies owing to the *Contractor*, notice of the *Contractor's* failure to pay claims against the *Contractor* or the filing of liens against the *Project* for as long as they remain outstanding."

7.2.4 In line 2, delete the number "5" and replace with the number "20".

Add at the end:

"provided that if the default is of the nature set out in paragraph 7.2.3.4 and such default cannot be reasonably corrected within twenty (20) *Working Days*, the *Owner* shall no longer be considered to be in default if the *Owner*:

.1 *provides* the *Contractor* with a reasonable schedule for correction within twenty (20) *Working Days*; and

.2 *corrects* the default in accordance with such schedule."

PART 8 DISPUTE RESOLUTION

GC8.2 NEGOTIATION, MEDIATION AND ARBITRATION

Add:

"8.2.9 Unless both parties agree, the *Contractor* shall not stop the *Work*, or any part of the *Work*, pending the resolution of any dispute under the *Contract* between the parties."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

9.2.1 Add:

"and the *Contractor* shall be deemed to have control and management of the *Place of the Work* with respect to any toxic or hazardous substances or materials which may be brought on to the *Place of the Work* by the *Contractor* or its *Subcontractors*."

9.2.5.4 Add:

"and take all necessary steps in accordance with the instructions of the *Consultant* and all applicable legislation to treat, store or otherwise dispose of the substances or materials."

Delete and replace with the following:

9.2.8.4 "The *Contractor* shall indemnify and hold harmless the *Owner*, the *Consultant*, their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which are brought on to the *Place of the Work* by the *Contractor* or its *Subcontractors*. This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph."

GC9.4 CONSTRUCTION SAFETY

- 9.4.1 In line 1, delete "subject to paragraph 3.2.2.2 of GC3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS,"

Add the following to GC 9.4:

- “9.4.2 The *Contractor* shall be responsible for the safety of the workers, *Subcontractor* and *Suppliers*, and of all other persons who enter the *Place of the Work*, and their plant and equipment, whether during working hours or not, and for that purpose shall install such hoardings and signs subject to owner *specifications* and incorporate such safety and security measures as may be necessary to ensure the safety of such persons.
- 9.4.3 The *Contractor* acknowledges and agrees that the *Contractor* shall be the “prime contractor” for the workplace for the purposes of section 118 of the Workers Compensation Act, as amended from time to time. Without limiting the foregoing, the *Contractor shall, as the “prime contractor”, comply with, and ensure compliance by Subcontractor and Suppliers with, the Workers Compensation Act of British Columbia and its regulations including the Occupational Health & Safety Regulations, WHIMIS regulation and the transportation of hazardous substances or dangerous goods requirements and obligations and shall pay assessments or compensation required to be paid under applicable legislation. If Contractor or any Subcontractor fails to pay any due assessment or compensation, the Owner may make such payment on behalf of Contractor or any Subcontractor, but will not be obliged to do so. Contractor shall reimburse Owner the amount of such payment on demand. The Owner may set off any amounts paid against money otherwise owed to the Contractor.*
- 9.4.4 The *Contractor* shall deliver the Notice of Project required by Section 20.2 of B.C. Regulation 296/97 to the Workers’ Compensation Board of British Columbia, in accordance with the requirements of Section 20.2 of B.C. Regulation 296/97.
- 9.4.5 The *Contractor* shall be the “prime contractor” with respect to any *work* performed by the *Owner’s* own forces or other firms retained by the *Owner* carried out in the area of the *Place of the Work*. Without limiting the generality of the foregoing, the *Contractor* is responsible for ensuring that the *work* undertaken by the *Owner’s* own forces or other *contractors* retained by the *Owner* are coordinated with the *Work* so as to avoid or minimize any hazardous situations.
- 9.4.6 The *Contractor* shall immediately inform the *Owner* if the *Owner’s* own forces or other *contractor* firms retained by the *Owner* attend at the *Place of the Work* without prior notification to the *Contractor*.
- 9.4.7 The Workers' Compensation Board of British Columbia operates under the name *WorkSafe BC*. References in the *Contract* to the Workers’ Compensation Board, WCB, compensation board, *WorkSafe BC*, and other similar terms shall be understood to refer to the Workers' Compensation Board of British Columbia and *WorkSafe BC* and its operating bodies.”

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

Add:

"10.1.3 Where documentation may be required for tax refund purposes, the *Contractor* shall be responsible for providing the *Owner* with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the *Work* for which the *Owner* may lawfully claim exemption."

GC10.2 LAWS, NOTICES, PERMITS AND FEES

Add:

"10.2.8 The *Contractor* shall *provide* to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction forthwith as they are received from time to time."

GC10.4 WORKERS COMPENSATION

10.4.1 In line 3, after the word "compliance" insert "by the *Contractor* and *Subcontractors*".

Add:

"10.4.3 The *Contractor* shall abide by and comply with all provisions of the *Workers' Compensation Act* with respect to the performance of the *Work* and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under the said Act. The *Contractor* shall ensure full compliance with the said Act by all *Subcontractors* and other persons employed by the *Contractor* or with whom the *Contractor* may make any contract for the performance of any part of the *Work*. The *Contractor* agrees to indemnify the *Owner* against all cost, loss, liability, obligation and lien which may arise as a consequence of any failure by the *Contractor* or any *Subcontractor* or other person fully to comply with the said Act. The *Contractor* agrees immediately to qualify, and shall require all *Subcontractors* to qualify, as an employer or employers under the said Act."

PART 11 INSURANCE AND CONTRACT SECURITY

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTY

Amend GCs 11.1, 11.2, and 12.1 in accordance with the following supplemental general conditions:

"If the *Contract Price* at the time the *Contract* is executed is:

- .1 less than one million dollars (\$1,000,000.00) CAD then "CCDC2 (2008) - Stipulated Price *Contract*, Contractor Insured – under \$1 million" produced by the Province of British Columbia's Risk Management Branch, for Provincial Government Ministries, latest version at the effective date of this *Contract* shall apply. The detail of these requirements are posted on the Province of British Columbia's website at the following

hyperlink: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>.

- .2 one million dollars (\$1,000,000.00) CAD or greater, then “CCDC2 – (2008) – Stipulated Price Contract, Owner Insured – \$1 million to \$75 million” produced by the Province of British Columbia’s Risk Management Branch, for Provincial Government Ministries, latest version at the effective date of this Contract shall apply. The detail of these requirements are posted on the Province of British Columbia’s website at the following hyperlink: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>.”

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the Contractor waives and releases the Owner from” and replace with the following:

“The Contractor’s request or application for the *Certificate of Completion* shall constitute a waiver and release by the Contractor of any and”.

- 12.2.1.1 Delete “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*” and replace with the following:

“together with or prior to the Contractor’s request or application for the *Certificate of Completion*”.

- 12.2.3 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the Owner waives and releases the Contractor from” and replace with the following:

“The issuance of the *Certificate of Completion* shall constitute a waiver and release by the Owner of any and”.

- 12.2.3.1 Delete “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*” and replace with the following:

“together with or prior to the Contractor’s request or application for the *Certificate of Completion*”.

- 12.2.3.4 Add at the end:

“or for which the aggregate cost of repair or remedying the defects or deficiencies would be greater than 10% of the *Contract Price*”

- 12.2.4 Delete “should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation period does not permit such agreement, within such shorter time 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”.

and replace with the following:

“or, as to any defect or deficiency or other claim of which the *Owner* is not aware at the end of the said period of six years, a period of one year after the *Owner* has become aware”.

12.2.8 Immediately before the words “further interim” and again immediately before the words “submit a final account”, insert the following: “, upon request”.

12.2.9 Delete.

12.2.10 Delete.

Add:

“12.2.11 For greater certainty, in paragraphs 12.2.1, 12.2.2, 12.2.3 and 12.2.5 of GC 12.2 WAIVER OF CLAIMS, “claims” includes claims based on changes and delay (e.g. under Part 6 CHANGES IN THE WORK).”

GC12.3 WARRANTY

Add:

"12.3.7 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Contractor* shall secure such warranties or guarantees from the *Subcontractors* and *Product suppliers* and they shall be assigned to or addressed to and in favour of the *Owner*. The *Contractor* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Contractor* shall deliver the originals plus 2 copies of such warranties or guarantees to the *Owner* no later than 30 calendar days following issuance of the *Certificate of Completion*.

12.3.8 Prior to obtaining a building permit, the *Contractor* shall be licensed by the Homeowner Protection Office, and if required by *BC Housing* and the Homeowner Protection Act, shall *provide* third party home warranty coverage from a warranty provider authorized by the Financial Institutions Commission."

Add the following General Conditions:

“GC13.1 GAS AND ELECTRICITY

- 13.1.1 The occupancy date will be the date of turnover of all gas and electricity billings to the *Owner*. The *Contractor* shall notify the gas and electricity *suppliers* and the *Owner* in writing as to the date of billing turnover at least 45 calendar days prior to such date.
- 13.1.2 The *Owner* shall be responsible for notifying the gas and electricity *suppliers* of start-up billing failing which the *Owner* shall reimburse the *Contractor* for all charges accruing thereafter.

GC14.1 PUBLIC STATEMENTS AND SIGNS

- 14.1.1 The *Contractor* shall not make any public statement with respect to the *Project* without the prior written consent of the *Owner* and *BC Housing*.
- 14.1.2 The *Contractor* shall not erect or permit the erection of any sign or advertising at the *Place of the Work* without the prior written approval of the *Owner*.

GC15.1 LIENS

- 15.1.1 The *Contractor* will pay or cause to be paid promptly when due all claims, debts and charges against the *Contractor* or *Subcontractors* engaged by the *Contractor* which might become a lien upon the *Project* arising out of the *Work* performed or materials furnished by the *Contractor* or any *Subcontractors* under the *Contract*, and will not suffer or permit any lien or encumbrance of any kind to be filed against or upon the *Project*, regardless of whether the basis of such lien is a claim against the *Contractor* or any *Subcontractor*.
- 15.1.2 If the *Owner* is not in default in making payment to the *Contractor* as required under this *Contract* and if a claim of builders lien is filed against title to the *Project* by anyone claiming under or through the *Contractor*, the *Owner* may notify the *Contractor* in writing that the filing of such claim or claims of builders lien is a material default by the *Contractor* of its contractual obligations and instruct the *Contractor* to obtain and file a release of the said claim or claims in the Land Title Office within 7 *Working Days* immediately following receipt of such notice.
- 15.1.3 If such default is not corrected within the time specified or subsequently agreed upon in writing, the *Owner*, without prejudice to any other right or remedy it may have, may:
 - .1 pay, settle or compromise any such claim or claims of builder’s lien, or pay into Court sufficient security for the cancellation thereof as determined by the Court and deduct the amount of any such payment from the next ensuing payment which may become due to the *Contractor*; or
 - .2 pay into Court from the holdback account established by the *Owner* in accordance with the *Builders Lien Act* sufficient security for the cancellation of any such claim or claims of builder’s lien as determined by the Court and this provision will constitute

the agreement of the *Contractor* to make such payment as required under Section 5(2) (c) of the *Builders Lien Act*;

and the *Owner* may deduct from the next ensuing payment which may become due to the *Contractor* all costs and expenses thereby incurred by the *Owner*, including any account for legal fees and disbursements incurred by the *Owner*.

15.1.4 If the *Owner* is not in default in making payment to the *Contractor* as required under this *Contract*, the *Contractor* will indemnify and save the *Owner* harmless from and against the costs of any and all actions commenced by any lien claimant claiming under or through the *Contractor* against the *Owner* pursuant to the *Builders Lien Act*, including solicitor and client costs.

15.1.5 Notwithstanding any other provision of the *Contract*, no payments whatsoever shall be due or owing to the *Contractor* so long as any liens filed by anyone claiming under or through the *Contractor* remain registered against title to the *Project*.

GC16.1 INFORMATION TECHNOLOGY RELATED THREATS

16.1.1 The *Contractor* shall notify the *Owner* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Owner* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the "IT Threat"). In the event the *Owner* becomes aware of an IT Threat, the *Owner* may, at its sole discretion, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.

GC17.1 CRIMINAL RECORDS REVIEW ACT

17.1.1 Due to the sensitive nature of BC Housing's properties and in accordance with the BC Criminal Records Review Act, the *Contractor*, their current and new employees, and subcontractors/trades hired by the *Contractor* during the term of the *Contract* who will be providing any portion of the *Work* may be required by *BC Housing* to clear a Criminal Records Review Act (CRRA) check through the Ministry of Public Safety and Solicitor General Criminal Records Review Program (CRRP) and provide proof of such by submitting to *BC Housing* a completed and signed BC Housing Declaration of Criminal Records Review Program Clearance form. The BC Housing Declaration of Criminal Records Review Program Clearance form must be updated and resubmitted to *BC Housing* in the event any changes occur to employees or subcontractors/trades hired during the term of the *Contract*.

Where a person does not clear a CRRA check, the person will not be authorized to conduct work on BC Housing property.

BC Housing reserves the right to request copies of the Criminal Records Review Act letter(s) when required.

All costs to complete and maintain these Criminal Records Review Act checks are to be borne by the Supplier.

The BC Criminal Records Review Act states: “All individuals who work with children or vulnerable adults, or have unsupervised access to children or vulnerable adults in the ordinary course of their employment, or in the practice of an occupation, or during the course of an education program and who are employed by or licensed by, or receive regular ongoing operating funds from the provincial government are covered under the BC Criminal Records Review Act”.