

Supplementary General Conditions

Owner: **Resort Municipality of Owner**
(NAME OF OWNER)
Contract: **Sea to Sky EV Expansion Phase 2**
(TITLE OF CONTRACT)
Reference Number: **5330-02-1010-2**
(OWNERS CONTRACT NUMBER)

General Conditions #	Paragraph #	Title	Action
3.2	.2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> .
3.3	.5	Contract Administration	Delete GC3.3.5 and replace with: "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at his discretion. The Contractor shall provide a survey assistant, at the Contract Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
4.3	.1	Protection of Work, Property and the Public	Add: Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power and telephone poles during the term of the <i>Contract</i> .
	.4		Delete GC 4.3.4 and replace with the following: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . The <i>Contractor</i> shall contact BC One Call at least 48

			hours prior to excavating to advise of the Work.
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended: (i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and (ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.
	.4		Add GC4.5.4: “If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”
4.6	.2	Construction Schedule	GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12.2	.5	Tests and Inspections	GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two Days”.
6.2	.1	Coordination and Connection	Add: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, CN Rail or Municipal Forces for work required to be undertaken on this <i>Contract</i> .
7.4	.2	Optional Work	Add GC 7.4.2: All items included in the <i>Schedule of Quantities and Prices</i> which are stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> .
	.3		Add GC 7.4.3 No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these Optional items.
9.2	.4	Valuation Method	GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a

			Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by Owner or Contract Administrator	Add: (3) The Owner or Contract Administrator will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, CN Rail or Municipal forces for work required to be undertaken on this Contract.
13.9.1	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$1000 per day” and substituting “\$1,500 per day”.
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
17.5	.2	Referee	GC17.5.2(2) is deleted and the following substituted: 2) “if the parties have not agreed upon a Referee within 15 Days after the delivery of the Dispute Notice, then either party may make a written request to the Master Municipal Document Association to appoint the Referee within 10 Days of the written request. If after consultation with the parties, the Association is unable to appoint a Referee who is acceptable to both parties, the Association shall appoint as the Referee an individual who is qualified to act in that capacity under the Contract and who is independent and impartial.” GC17.5.3 is deleted and the following substituted: “If a Referee is selected for appointment as provided by this GC then the parties shall enter into an agreement with the Referee by signing a letter in the form as set out in Schedule 17.5.3 to these GC’s. If one party and the Referee sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.” GC 17.5.8 is amended by adding after “The Referee” the following: “shall make decisions in a fair and impartial manner and”.

			<p>GC17.5.II is amended</p> <p>a) by renumbering it GC 17.5. 11.1 and by adding the following at the end “unless the parties agree otherwise.” and</p> <p>b) by adding the following: 17.5.11.2 Despite 17.5.1 1.1, on written application of a party, the Master Municipal Documents Association may revoke the appointment of the Referee if the Association is satisfied that the Referee is biased, unqualified to discharge the Referee’s duties, or has failed to diligently and conscientiously perform the Referee’s duties. A replacement Referee shall be selected for appointment as provided by this GC.</p> <p>GC17.5.I3 is amended by deleting “by either party, or both parties,” and substituting the following: “by both parties but not by one party.”</p>
18.2	.1	Supporting Documentation	<p>Add:</p> <p>The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.</p>
18.9	.1	Waiver of Claims	<p>GC18.9.1 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of contract by the <i>Owner</i>, its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or the <i>Contract Administrator</i>, but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract</i></p>
	.2		<p>Documents and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled.</p> <p>GC 18.9.2 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i>, its employees, agents’, or officials, or 2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or <i>Contract Administrator</i>, but does not include claims made by the. <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.</p>
20.4	.2	Environmental Laws	GC20.4 is amended by adding the following:

			<p>20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.</p>
21.2	.1		<p>Delete GC 2 1.2.1 and replace with the following: As part of the <i>Work</i> the <i>Contractor</i> shall be the “Prime Contractor” as defined in the Workers Compensation Act and shall, to the extent reasonably possible, perform on behalf of the <i>Owner</i> the obligations which the <i>Owner</i> must undertake as “Prime Contractor” by virtue of the Workers’ Compensation Act and Regulations, or other statutes. The <i>Contractor</i> shall have a safety program acceptable to the Workers’ Compensation Board and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during performance of this contract, not only by the <i>Contractor</i> but by all sub-contractors, workers, material personnel and others engaged in the performance of this contract. The <i>Contractor</i> shall indemnify the Resort Municipality of Whistler and hold harmless the Resort Municipality of Whistler from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers’ Compensation Board assessments owing from any person or corporation engaged in the performance of this contract, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers’ Compensation Board, including penalties levied by the Workers’ Compensation Board.”</p>
24	.1	Required Insurance	<p>In addition to the MMCD insurance requirements, the <i>Contractor</i> shall also comply with the following requirements of the Municipality, which will take precedence: “The <i>Contractor</i> shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the Municipality, at the <i>Contractor’s</i> expense, Comprehensive General Liability Insurance covering premises and operations liability; <i>Contractor’s</i> Contingency Liability with respect to the operations of Subcontractor’s Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance. The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence. The Municipality and PBX Engineering Ltd. shall be added as additionally insured under the Comprehensive General Liability.</p>

			<p>A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.</p> <p>All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the Municipality by Registered Mail.</p> <p>Prior to the commencement of any work hereunder, the <i>Contractor</i> shall file with the Municipality a certificate of insurance for each policy required.</p> <p>All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Municipality, then it shall be lawful for the Municipality to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the Municipality his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Municipality for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.”</p>
25.1	.2	Correction of Defects	<p>Add to Clause:</p> <p>“Where in the opinion of the <i>Owner</i>, delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i>.”</p>
	.3		<p>GC25. 1.3 is deleted and the following substituted:</p> <p>25.1.3 The <i>Owner</i> shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for</p> <ol style="list-style-type: none"> 1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of <ol style="list-style-type: none"> (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	<p>GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i>” and substituting “with prior written notice to the <i>Contract Administrator</i>”.</p>