

BRITISH COLUMBIA HOUSING – BC BUILDS
SUPPLEMENTARY CONDITIONS TO
CCDC2 – 2020
STIPULATED PRICE CONTRACT
(29 JAN 2025 VERSION)

The following supplementary conditions form part of CCDC2, Canadian Standard Construction Document, Stipulated Price *Contract*, 2020 edition, and modify, delete and add to the Agreement between the *Owner* and *Contractor*, the Definitions and the General Conditions.

Where any article, paragraph or subparagraph in the Agreement, Definitions or General Conditions is amended, deleted or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, deleted or superseded shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 GC 11.2;
- .2 indemnify *BC Housing* to the same extent as the *Contractor* indemnifies the *Owner* pursuant to GC 13.1 (as modified by these Supplementary Conditions); and
- .3 agrees and acknowledges that *BC Housing* has the same right of inspection, review and audit as the *Owner* under GC 1.6 (as modified by these Supplementary Conditions) and as otherwise identified in the *Contract*.”

ARTICLE A-1 THE WORK

Amend Article 1.3 by adding “*Substantial Performance of the Work* by the ____ day of ____ in the year and...” after the word “attain”.

Add:

- “1.4 The Contractor will give to the Owner a minimum of 45 calendar days’ 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

Add the following documents to the list of *Contract Documents* in Article 3.1:

- “British Columbia Housing Supplementary Conditions to CCDC2-2020 Stipulated Price Contract
- “British Columbia Housing Division 1 – Owners Requirements”
- “Supplier Code of Conduct” available at:
<https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials>

ARTICLE A -5 PAYMENT

Delete Article 5.2.1(1) in its entirety.

At Article 5.2.1 add in the blank space immediately following “The Prime rate shall be the rate of interest quoted by” the words “Royal Bank of Canada”.

ARTICLE A-6.6

Add new Article 6.6 as follows:

“6.6 If *BC Housing* is not the *Owner* then notices provided by the *Contractor* to the *Owner* will also be provided by the *Contractor* to *BC Housing*, such notices shall be delivered to **(insert BC Housing email contact).**”

NEW ARTICLE A-9

Add new Article A-9 as follows:

“ARTICLE A-9 TIME OF THE ESSENCE

9.1 Time is of the essence of this *Contract*.”

DEFINITIONS

Contract Documents

Add before the period at the end of the definition for “*Contract Documents*” the words “in writing”.

Add new definitions as follows:

“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.

BC Housing

BC Housing means the British Columbia Housing Management Commission.

PRHC

PRHC means the *Provincial Rental Housing Corporation*”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

Delete GC 1.1.5.1 in its entirety and replace it with the following:

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

- the Supplementary Conditions,
- the Agreement between the *Owner* and the *Contractor*,
- the Definitions,
- the General Conditions,
- British Columbia Housing Division 1 – Owner’s Requirements,
- technical Specifications,
- material and finishing schedules,
- the Drawings.”

GC 1.3 RIGHTS AND REMEDIES

Add the following as a new GC 1.3.3:

“The PRHC is a related entity of the *Owner* and may own or lease the land upon which the *Work* will occur. All terms and conditions of the *Contract* are for the benefit of both the *Owner* and the PRHC. The *Contractor* acknowledges that the *Owner*, the PRHC or both may enforce the terms and conditions of the *Contract* against the *Contractor*, including any rights and remedies of the *Owner*. The *Contractor* further acknowledges that any claim it may have in connection with this *Contract* will be made exclusively against the *Owner*, and not the *PRHC*.”

GC 1.4 ASSIGNMENT

Add the following sentence to the end of GC 1.4.1: “Before either the *Owner* or the *Contractor* provides its consent to an assignment of the *Contract* or a portion thereof (other than to BC

Housing), the *Owner* or the *Contractor*, as applicable, will notify *BC Housing* in writing and obtain prior written approval of such actions from *BC Housing*.”

Add a new GC 1.4.2 as follows:

- “1.4.2 Notwithstanding GC 1.4.1, the *Owner* may assign its interest in the *Contract* and any of its rights and remedies available at law to the PRHC or any “Government Organization” agency (as defined in the BC Financial Administration Act) at any time without the consent of the *Contractor*. In the event the *Owner* makes an assignment under this GC 1.4.2 it will provide notice in writing to the *Contractor*.”

GC 1.5 CONFIDENTIALITY

Add a new GC 1.5 as follows:

“GC 1.5 CONFIDENTIALITY

- 1.5.1 The Contractor will take reasonable precautions to protect the confidential information of the Owner and will not disclose the confidential information of the Owner to any third party except, to its employees, *Subcontractors* and *Suppliers*, and then only on a need to know basis. For purposes of the *Contract*, "confidential information" shall mean any business or financial information about the Owner, including information about the Owner’s customers, suppliers, finances or place of business, but shall exclude any information in the public domain not resulting from a breach of this *Contract* or information the Contractor gets from a source other than the *Owner* without a breach of this *Contract*. Before granting access to any confidential information of the other to any third party, other than as provided in this paragraph, the *Contractor* will undertake to have such third party sign an agreement causing them to be bound by terms substantially the same as those in this paragraph. In addition to the foregoing, the *Contractor* agrees, when dealing with confidential information of the *Owner*, to comply with any applicable policies of the *Owner* upon reasonable request by the *Owner*.
- 1.5.2 At the *Owner*’s request, the *Contractor* will promptly return to the *Owner* any confidential information of the *Owner* then in its possession or under its control, except for information necessary to perform duties under the *Contract Documents*. If any unauthorized disclosure of, loss of, or inability to account for, confidential information of the *Owner* occurs which it is in the possession of the *Contractor*, the *Contractor* will notify the *Owner* immediately by Notice in Writing. If any confidential information contains information received in confidence from a third party, the party receiving that information will, on request, enter into any non-disclosure agreement that the third party may reasonably require on terms no more onerous than those in the *Contract Documents*.”

GC 1.6 RECORDS AND AUDIT

Add a new GC 1.6 as follows:

“GC 1.6 RECORDS AND AUDIT

- 1.6.1 The *Contractor* will keep and maintain full and detailed records for six years after expiry of the warranty period pursuant to GC 12.3 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.
- 1.6.2 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.
- 1.6.3 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 1.6 and to provide access to the *Owner* and its third-party audit firm to perform an audit in accordance with GC 1.6. 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.
- 1.6.4 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 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

In GC 2.2.6, delete “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the” and replace with “The”.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

In GC 2.3.1, add “*Owner and the*” immediately before “*Consultant*” in line 2.

GC 2.4 DEFECTIVE WORK

Add the following after “*Contractor*” at the end of GC 2.4.1:

“or any of its *Subcontractors* or *Suppliers*. The *Contractor* shall rectify, at its sole cost and expense, and that is in compliance with the *Contract Documents* and *Contractor* acting in accordance with GC 3.1, all defective work and deficiencies throughout the *Work*, whether or not such deficiencies are specifically identified by the *Consultant* or the *Owner*.”

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 this *Contract*. Any changes to key personnel must be proposed in writing and approved by the *Owner*”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

Delete the word “and” at the end of GC 3.2.3.3, replace the period at the end of paragraph 3.2.3.4 with a semicolon, and add the following new paragraphs after 3.2.3.4:

- “.5 assume overall responsibility for compliance with all aspects of the applicable health and safety legislation at the *Place of the Work* as described in GC 9.4 CONSTRUCTION SAFETY; and
- .6 grant the *Owner* and other contractors the right to enter, use and occupy the *Place of the Work*, in whole or in part, and perform work before completion of the *Contract*, if in the opinion of the *Consultant* in consultation with the *Contractor*, such entry and occupation does not prevent or materially interfere with the completion of the *Work* by the *Contractor* or the *Contract* within the time specified. Unless otherwise approved by the *Owner* in writing such entry and occupation shall not relieve the *Contractor* of the *Contractor’s* responsibility to complete the *Contract* on time.”

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Add the following as a new GC 3.6.1.4:

- “.4 Unless otherwise agreed to by the *Owner*, ensure that all subcontracts with *Subcontractors* and *Suppliers* are, if the *Owner* terminates the *Contract*, are freely assignable by the *Contractor* to the *Owner* without consent upon notice in writing from the *Owner* to such *Subcontractor* or *Supplier*.”

Delete GC 3.6.2 in its entirety and replace with the following:

- "3.6.2 Subject to paragraph 3.6.3, the *Contractor* will only use those *Subcontractors*, if any, for the *work*, proposed in writing and accepted by the *Owner* with the acceptance of the tender or on entering this Contract. The *Contractor* shall not use any other *Subcontractor* or change the listed *Subcontractors* without the prior written consent of the *Owner*, which consent shall not be unreasonably withheld."

GC 3.7 LABOUR AND PRODUCTS

Add a new GC 3.7.4 as follows:

- 3.7.4 The *Owner* may request any supporting information required from the *Contractor* to obtain government or third-party rebates that pertain to the installation of *Products* or completion of the *Work*.

GC 3.9 USE OF THE WORK

Add a new GC 3.9.1 as follows:

- “3.9.1 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* and the *Owner*. 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."

GC 3.10 STANDARD OF CARE

Add a new GC 3.10 as follows:

“GC 3.10 STANDARD OF CARE

- 3.10.1 In performing the *Work*, the *Contractor* shall exercise a standard of care, skill and diligence that would reasonably be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor*'s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the

same standard of care, skill and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

- 3.10.2 The *Contractor* acknowledges that its standard of care includes the obligation to perform the *Work* in a good and workmanlike manner, using new materials (unless expressly stated otherwise), in accordance with all applicable laws and current best practices and standards in the construction industry at the *Place of the Work*. The *Contractor* shall perform the *Work* or cause the *Subcontractors* and *Suppliers* to perform the *Work* in accordance with the standard of care in this GC 3.10 STANDARD OF CARE.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

In the event *BC Housing* is the *Owner* then delete GC 5.1 in its entirety but in the event *BC Housing* is not the *Owner* then GC 5.1 shall remain.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

In GC 5.2.3, insert the following after “*Place of Work*” in the second line and delete the words “as of the last day of the payment period”:

“, which in the opinion of the *Consultant* shall be installed within thirty (30) calendar days of delivery. The *Contractor* may seek authorization for early delivery of *Products* by submitting a request to the *Consultant* and the *Owner*, the *Owner* will not unreasonably deny such requests.”

Add a new 5.2.9 as follows:

- “5.2.9 The *Contractor* shall include with every application for payment, either within the invoice or as a supplement to the invoice, the following:
- .1 a description of the progress and value of the *Work* performed;
 - .2 a description of progress against the schedule, including all achieved milestones, if applicable, and an updated construction schedule in accordance with GC 3.4;
 - .3 a running total of all amounts previously claimed under the *Contract*;
 - .4 the *Value Added Taxes* payable by the *Owner* to the *Contractor* as a separate entry;
 - .5 a valid WorkSafe BC clearance certificate;
 - .6 for all applications of payment after the first application of payment, a statutory declaration in the form of CCDC 9A sworn by a knowledgeable officer or senior management employee of the *Contractor*, as the case may be; and

- .7 all such further documents requested by the *Owner* and/or *Consultant* in order to evaluate the application for payment.”

GC 5.3 PAYMENT

In GC 5.3.1.1 add the words: “in compliance with and including all documents listed in GC 5.2.9 hereof” after the words “application for payment” in the second line.

Add the following to the end of 5.3.1.2:

“No certificate for payment shall be issued for any of the *Work* and no payment shall be approved, authorized or made unless the *Contractor* has provided all documents and information as required by GC 5.2.9. All time deadlines of the *Consultant* to review and certify any payment applications set forth in Contract Documents shall not commence until the *Consultant* has received all documents in order to evaluate such application.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF THE HOLDBACK

In GC 5.4.1 add the words: “and any and all such 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 whether *Substantial Performance of the Work* has been achieved” after the words “Contractors application”.

Add a new GC 5.4.1A as follows:

“5.4.1A To be considered valid and complete, the *Contractor*’s application for *Substantial Performance of the Work* shall: (i) include an accurate list of all deficient and incomplete items of *Work*, including all outstanding items to achieve *Ready-for-Takeover* of the *Work*, plus the estimated value of each deficient and incomplete item; and (ii).,” comply any other condition for achieving *Substantial Performance of Work* expressly required by the *Contract*.”

Delete GC 5.4.2 in its entirety and replace with the following:

“5.4.2 Unless the *Owner* has engaged a third party to fulfill the role, the *Consultant* shall be the payment certifier responsible under the *Builders Lien Act* for certifying completion of the *Work* and, if required, the work of a *Subcontractor* or *Supplier*, and for issuing a certificate of completion pursuant to the *Builders Lien Act*. 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 the certificate of completion, including without limitation for *Subcontractors* and *Suppliers*.”

In GC 5.4.3 add the words “and the terms of this *Contract*” after “Payment Legislation”.

GC 5.5 FINAL PAYMENT

Amend GC 5.5.1 by adding “*Ready-for-Takeover* has been met” after the “completed” in the first line.

In line 2 of GC 5.5.4 , delete ”no later than 5 calendar days” and replace with “ use commercially reasonable efforts to remit payment within five (5) calendar days but no later than twenty (20) calendar days”.

Add a new GC 5.5.5 as follows:

- “5.5.5 Notwithstanding the requirements of the *Contract Documents* including, without limitation, GC 5.3 – PROGRESS PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK and GC 5.5 – FINAL PAYMENT, the *Owner* may refrain from making payment and may withhold payment, including payment of any progressive payment, holdback or final payment, in whole or in part to the reasonable extent necessary to protect the *Owner*, and the *Owner* may withhold such funds, pursuant to the reasonable opinion of the *Owner* and the *Consultant*, in order to offset any previous payment made to the *Contractor*, or to set off against any costs and damages, to the extent as may be necessary in the reasonable opinion of the *Owner* and the *Consultant* to protect the *Owner* from loss or potential loss flowing from the negligence or breach of this *Contract* by the *Contractor* and arising from the following:
- .1 defective portions of the *Work* not remedied;
 - .2 damage to the work of *Other Contractors, Subcontractors* or *Suppliers*;
 - .3 the *Contractor’s* failure to immediately remove construction liens as provided in this *Contract*;
 - .4 any material delay in the performance of the *Work*, except as excused by this *Contract*;
 - .5 the *Contractor’s* breach of this *Contract*;
 - .6 third party claims or reasonable evidence of the threat thereof; and
 - .7 any indemnification obligations of the *Contractor* pursuant to the *Contract Documents*.”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add the following at the end of GC 6.2.1:

“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, fifteen percent (15%) of the actual cost of the *Contractor's* work;
- .2 for *Contractor*, for overhead and profit, seven and one-half percent (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; and
- .3 for *Subcontractor*, for overhead and profit, fifteen percent (15%) of the actual cost of the *Subcontractor's* work.

Add a new GC 6.2.3, 6.2.4, 6.2.5, and 6.2.6 as follows:

- “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 a change in the *Work* is estimated to result in a net increase greater than \$50,000 in the *Contract Price*, unless the *Owner* agrees otherwise the *Contractor* shall, competitively price such *Work* and obtain no less than three quotations for such *Work*, where reasonably possible. The *Contractor* will comply with the *Owner's* reasonable requirements regarding the procurement process, which requirements may include a prohibition on the *Contractor* submitting a bid or transferring responsibility for the procurement process to the *Consultant* or the *Owner*.
- 6.2.5 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 *Contract Price* or *Contract Time* with all proposed *Change Orders* and as requested by the *Consultant* or *Owner*.”
- 6.2.6 Prior to the *Owner* approving a *Change Order* or *Change Directive*, the *Owner* and the *Consultant*, will notify *BC Housing* in writing and obtain prior written approval of such actions from *BC Housing*.”

GC 6.3 CHANGE DIRECTIVE

Delete GC 6.3.6.3 in its entirety 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, fifteen percent (15%) of the actual cost of the *Contractor's* work;

- .2 for *Contractor*, for overhead and profit, seven and one-half percent (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; and
- .3 for *Subcontractor*, for overhead and profit, fifteen percent (15%) of the actual cost of the *Subcontractor's* work.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add a new GC 6.4.5 as follows:

- “6.4.5 The *Contractor* confirms that, prior to signing this *Contract*, it carefully and reasonably investigated the *Place of the Work* to fully ascertain existing conditions, circumstances and limitations affecting the *Work*, and applied to that investigation the degree of care and skill described in GC 3.10 – PERFORMANCE BY CONTRACTOR. If the *Contractor* has not conducted such careful and reasonable investigation, it is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the *Work* which could make the *Work* more expensive or more difficult to perform than at the time the *Contract* was signed. Notwithstanding anything else stated in the *Contract* Documents, no allowances will be made for additional costs and no claims by the *Contractor* will be considered in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the signing of the *Contract*.”

GC 6.5 DELAYS

Amend paragraphs 6.5.1 and 6.5.2 by deleting the last sentence in each paragraph and substituting the following in each case:

“Subject to the *Contractor's* obligation to mitigate costs, the *Contractor* shall be reimbursed by the Owner for reasonable direct and unavoidable costs directly flowing from the delay but excluding the costs of the overhead, consequential, indirect or special damages, and any claims for loss of profit or opportunity.”

Add a new GC 6.5.6 as follows:

- “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*. For greater clarity, all costs associated with this GC 6.5.6 will be borne by the entity identified in the applicable provision of GC 6.5.1 or GC 6.5.2 or GC 6.5.3.”

PART 7 DEFAULT NOTICE

GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, OR TERMINATE THE CONTRACT

In line 1 of GC 7.1.1, after the word "bankrupt", insert the following:

"commits an act of bankruptcy or threatens to commit an act of bankruptcy," and in line 2, after the word "insolvency" where it appears for the second time, insert:

"or if the *Contractor* at any time is in breach of *BC Housing's* Supplier Code of Conduct unless the *Contractor* rectifies such breach as may be specified by the *Owner* and the *Owner* approves in writing the continuation of the *Contract* notwithstanding such breach,"

Add the following as a new GC 7.1.5.5:

- "5 at the *Owner's* sole discretion, issue a *Notice in Writing* to any *Subcontractor* or *Supplier* indicating that the *Owner* is exercising its right to have the applicable subcontract assigned to the *Owner*. In such event, the *Contractor* will, at the *Contractor's* expense, execute all instruments and documents and take all other reasonable steps requested by the *Owner* to vest in the *Owner* all rights, set-offs, benefits and titles in connection with the subcontract being assigned to the *Owner*."

Add a new GC 7.1.7, 7.1.8 and 7.1.9:

- "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* 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. In the event the *Contract* is terminated under GC 7.1.9 the cost of work related to this GC 7.1.7 will be recoverable by the *Contractor* in accordance with GC 7.1.9.
- 7.1.8 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*.
- 7.1.9 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 costs directly resulting from the termination but excluding any consequential, indirect or special damages, and any

claims for loss of profit or opportunity to the extent not already included in paragraph 7.1.9.1; 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.”

GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

In GC 7.2.2 change “20” to “45” in the first line

In the event *BC Housing* is the *Owner* then delete GC 7.2.3.1 in its entirety but in the event *BC Housing* is not the *Owner* then GC 7.2.3.1 shall remain.

Delete GC 7.2.3.2 in its entirety.

In GC 7.2.3.4, delete “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER” and change the period at the end to “, or”.

In GC 7.2.3, add a new .5 as follows:

- “.5 The defaults in contractual obligations set out in this paragraph 7.2.3 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.”

In line 2 of GC 7.2.4, delete the number "5" and replace with the number "20" and add the following after “*Contract*” 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 the initial 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 the initial twenty (20) *Working Days*; and
- .2 corrects the default in accordance with such schedule."

Delete GC 7.2.5 and replace it with the following:

- “7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall only be entitled to be paid for all *Work* performed including up to the date of termination, for direct losses sustained upon *Products* and *Construction Equipment*, and for such other unavoidable, reasonable, direct

damages as the *Contractor* may have sustained as a result of the termination of the *Contract* but excluding the costs of the Contractor's head office personnel, overhead, consequential, indirect or special damages, and any claims for loss of profit or opportunity. The Contractor will submit within 7 days after the date of termination an application for final payment of such amounts in accordance with GC 5.5. By submitting the application for final payment, the *Contractor* waives all claims, liens or other demands which the *Contractor* or *Subcontractors* may assert against the *Owner* in connection with the *Work* or the *Contract*, except for valid claims for the payment of the holdback under the *Builder's Lien Act*."

Add a new GC 7.2.6 as follows:

- "7.2.6 All Notices in Writing provided by the Contractor to the Owner under this GC 7.2 shall concurrently be provided to *BC Housing*. In the event the Contractor fails to concurrently provide *BC Housing* with any Notice in Writing that is given to the Owner, such Notice in Writing shall be deemed to have been improperly given and not effective for the purposes of this GC 7.2."

PART 8 DISPUTE RESOLUTION

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

Add a new GC 8.3.9 as follows:

- "8.3.9 Unless both parties agree in writing, 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. Further, prior to the *Owner* and the *Contractor* resolving a claim pursuant to GC 8.3, where the resolution results in a change to the *Contract Price*, a change in scope of the *Work*, or an extension of *Contract Time*, the *Owner* or the *Consultant*, as applicable, will notify *BC Housing* in writing and obtain prior written approval of such actions from *BC Housing*."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete GC 9.1.1.1 in its entirety and substitute a new GC 9.1.1.1 as follows:

- "9.1.1.1 ambiguities, inaccuracies, or discrepancies in the *Contract Documents* which the *Contractor* should not have reasonably discovered after reviewing such *Contract Documents* in accordance and compliance with the standard of care set forth in GC 3.10 Standard of Care."

GC 9.4 CONSTRUCTION SAFETY

Delete GC 9.4.5 and replace as follows:

“The *Contractor* acknowledges and agrees that the *Contractor* shall be the “prime contractor” at the Place of Work for the purposes of the Workers Compensation Act (British Columbia), as amended from time to time. “

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

In paragraph 10.2.6 delete the words “knowing it to be”.

GC 10.4 WORKERS’ COMPENSATION

In line 3 of GC 10.4.1, after the word “compliance” insert the words “by the *Contractor* and *Subcontractors*”.

PART 11 INSURANCE

GC 11.1 INSURANCE

Delete GC 11.1 in its entirety and replace with the following GC 11.1 and GC 11.2:

“GC 11.1 INSURANCE

11.1.1 If the original *Contract Price* at the time of execution of the *Contract* is:

- .1 less than one million dollars (\$1,000,000.00) CAD then GC11.1, of “CCDC2 – (2020) Stipulated Price Contract, Contractor Insured – under \$1 million” published by the Province of British Columbia’s Risk Management Branch, for Provincial Ministries, posted at the effective date of this *Contract* shall apply. Electronic copies should be available at: <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 GC11.1, of “CCDC2 – (2020) – Stipulated Price Contract, Owner Insured – \$1 million to \$75 million” published by the Province of British Columbia’s Risk Management Branch, for Provincial Ministries, posted at the effective date of this *Contract* shall apply. Electronic copies should be available at: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>.

GC11.2 BONDS

The bonding requirements identified at GC11.2, of “CCDC2 – (2020) – Stipulated Price Contract, Owner Insured – \$1 million to \$75 million” published by the Province of British Columbia’s Risk Management Branch, for Provincial Ministries, posted at the effective date of this *Contract* shall apply. Electronic copies should be available at:

[https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance.](https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance)”

PART 12 OWNER TAKEOVER

Delete GC 12.1.1.4, 12.1.1.5, 12.1.1.6, and 12.1.1.8 and renumber GC 12.1.1.7 to GC 12.1.1.4 and add the following:.

- .5 evidence satisfactory to the *Consultant* and the *Owner* that there are no liens registered against or otherwise claimed in respect of any portion of the *Project*, at the time of application for *Ready for Takeover*;
- .6 complete reports including a balancing and equipment start-up report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .7 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 *Contract Documents*, to the *Owner's* satisfaction;
- .8 a complete maintenance and operating manual, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .9 the as-built drawings and specifications in hard copy and electronic format;
- .10 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 the position of the buildings, including foundations, overhangs, building heights and finish grades;
- .11 If required by the *Contract*, a report summarizing employment of workers with barriers to employment and use of apprentices;
- .12 If required by the *Contract*, a report summarizing employment of indigenous peoples and/or businesses (including those that self-identify as indigenous);
- .13 sustainability documents including but not limited to; final energy modelling, air tightness testing;
- .14 a fire safety plan; and
- .15 all keys required for the entire *Project*."

At GC 12.1.2 delete the words “12.1.1.3 to 12.1.1.6” and replace with “12.1.1.3, 12.1.1.6, 12.1.1.7, 12.1.1.8, 12.1.1.9, 12.1.1.11, 12.1.1.12, and 12.1.1.13”.

GC 12.3 WARRANTY

Add a new GC 12.3.7 and GC 12.3.8 as follows:

- "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 reasonably assist the *Owner* in the enforcement of such warranties or guarantees. The *Contractor* shall deliver the originals plus two (2) copies of such warranties or guarantees to the *Owner* no later than thirty (30) calendar days following attaining Ready For Takeover.
- 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."

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

Delete GC 13.1.1 and GC 13.1.2 and replace with the following:

- "13.1.1 The indemnification requirements identified at GC13.1 of "CCDC2 – (2020) – Stipulated Price Contract, Owner Insured – \$1 million to \$75 million" published by the Province of British Columbia's Risk Management Branch, for Provincial Ministries, posted at the effective date of this *Contract* shall apply. Electronic copies should be available at:
<https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>."

GC 13.2 WAIVER OF CLAIMS

Delete GC 13.2.3, GC 13.2.4, and GC 13.2.5 in their entirety.

Add a new GC 13.2.11 as follows:

- "13.2.11 For greater certainty, in GC 13.2 WAIVER OF CLAIMS, "claims" includes claims based on changes and delay (e.g. under Part 6 CHANGES IN THE WORK)."

1 Add a new GC 13.2.12 as follows:

- "13.2.12 Notwithstanding anything in the *Contract* to the contrary, neither party shall be liable to the other for any indirect, special or consequential damages, including

lost profits (direct or indirect) arising under this *Contract*, whether such liability arises in contract, indemnity, tort, or any other legal theory."

PART 14 MISCELLANEOUS GENERAL CONDITIONS

Add a new GC 14.1,GC 15.1 and 16.1 as follows:

“GC14.1 LIENS

- 14.1.1 The *Contractor* shall 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 reasonably 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 shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the *Project* where reasonably avoidable, regardless of whether the basis of such lien is a claim against the *Contractor* or any *Subcontractor*.
- 14.1.2 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 seven (7) *Working Days* immediately following receipt of such notice unless otherwise agreed by the *Owner* in writing.
- 14.1.3 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 shall 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*.

14.1.4 If the *Owner* is not in default in making payment to the *Contractor* as required under this *Contract*, the *Contractor* shall 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.

GC15.1 INFORMATION TECHNOLOGY RELATED THREATS

15.1.1 The *Contractor* shall, as soon as reasonably possible, notify the *Owner* and any other entity the *Contractor* knows is involved in the *Project* with the *Owner*, if the *Contractor* becomes aware of any information technology related threat that has been or may be transmitted electronically to the *Owner* or any such other entities. Information technology related threats include but are not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the “**IT Threat**”). If the *Owner* becomes aware of an IT Threat, the *Contractor* acknowledges that 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.

GC16.1 CRIMINAL RECORDS CLEARANCE REVIEW ACT

16.1.1 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 (CRRRA) 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 CRRRA 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.”