

SUPPLEMENTARY SPECIFICATIONS

Section	Subsection	Title	Supplementary Specifications
Volume II User's Guide	p. ii	Disclaimer	<p>Delete Clause: "The members of the MMCD Association have taken care in preparing these documents, but neither the members nor the Association accepts any liability for any loss or damage which may be suffered by any person or corporation as a result of the use of the documents. These documents are made available without representation by the Association or its members as to the appropriateness of their use in any particular situation and issued on the strict understanding that each user accepts full responsibility for their use."</p> <p>And replace with: "The members of the MMCD Association have taken care in preparing these documents, but neither the members nor the MMCD Association accepts any liability for any loss or damage which may be suffered by any person or corporation as a result of the use of the documents. These documents are made available without representation by the MMCD Association or its members as to the appropriateness of their use in any particular situation and issued on the strict understanding that each user accepts full responsibility for their use."</p>
Volume II Instructions to Tenderers	SIT 17.1	Optional Work	<p>Delete Clause "If the Schedule of Quantities and Prices Includes any tender prices for Optional Work, as defined in GC 1.37, then Tenderers must complete all the unit prices for such Optional Work. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the Optional Work. Tenderers are directed to GC 9.4.2."</p> <p>And replace with: "If the Schedule of Quantities and Prices Includes any tender prices for Optional Work, as defined in GC 1.41, then Tenderers must complete all the unit prices for such Optional Work. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the Optional Work. Tenderers are directed to GC 9.4.2."</p>
Volume II Instructions to Tenderers	SIT 15.1, 15.2	Award	<p>Delete: "The Owner reserves the full right, in its sole discretion and according to its own judgment of its best interest to:</p> <p>15.1.4 reject any or all tenders;</p> <p>15.1.5 waive any defect or deficiency in a tender which does not materially affect the tender or the <i>Tender Price</i> relative to other tenders and accept that tender;</p> <p>accept any tender, including an <i>Alternative Tender</i> which, in accordance with paragraph 6.3 of these Instructions to</p>

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			<p>Tenderers – Part II, the <i>Owner</i> may accept.”</p> <p>And replace with: “The <i>Owner</i> reserves the full right, in its sole discretion and according to its own judgment of its best interest to:</p> <p>15.1.1 reject any or all tenders;</p> <p>15.1.2 waive any defect or deficiency in a tender which does not materially affect the tender or the <i>Tender Price</i> relative to other tenders and accept that tender;</p> <p>accept any tender, including an <i>Alternative Tender</i> which, in accordance with paragraph 6.3 of these Instructions to Tenderers – Part II, the <i>Owner</i> may accept.”</p>
<p>Volume II Instructions to Tenderers General Conditions</p>	<p>Article 4.12.7</p>	<p>Tests and Inspections</p>	<p>Delete: “The <i>Contractor</i> shall not undertake any <i>Work</i> outside the working hours, as specified in the <i>Contract Documents</i> (if so specified), which under the <i>Contract Documents</i> requires tests, inspection, or approval by the <i>Contact Administrator</i> unless the <i>Contractor</i> obtains the <i>Contract Administrator’s</i> prior approval. The <i>Contractor</i> shall reimburse the <i>Owner</i> for any additional costs incurred to provide tests, inspections or approvals outside such specified working hours.”</p> <p>And replace with: “The <i>Contractor</i> shall not undertake any <i>Work</i> outside the working hours, as specified in the <i>Contract Documents</i> (if so specified), which under the <i>Contract Documents</i> requires tests, inspection, or approval by the <i>Contact Administrator</i> unless the <i>Contractor</i> obtains the <i>Contract Administrator’s</i> prior approval. The <i>Contractor</i> shall reimburse the <i>Owner</i> for any additional costs incurred to provide tests, inspections or approvals outside such specified working hours.”</p>
<p>Volume II Instructions to Tenderers General Conditions</p>	<p>SGC 10.1.1 c)</p>	<p>Force Account Costs</p>	<p>Delete: “materials incorporated into the <i>Work</i> by the <i>Contractor</i> shall be at the <i>Contractor’s</i> actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling, and profit;”</p> <p>And replace with: “materials required by General Conditions Force Account Costs the <i>Work</i> by the <i>Contractor</i> shall be at the <i>Contractor’s</i> actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling, and profit;”</p>
<p>Volume II</p>	<p>Article 10.3.1</p>	<p>Submit Accurate</p>	<p>Delete: “the <i>Contractor</i> shall keep an accurate, complete and up-to-date record, in a form satisfactory to the <i>Contract</i></p>

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<p>Instructions to Tenderers</p> <p>General Conditions</p>		Records	<p><i>Administrator</i>, showing on a shift-by-shift basis all labor, equipment, materials and subcontractor costs of all <i>Work</i> to be paid by <i>Force Account</i>. The <i>Contractor</i> shall submit such <i>Force Account</i> reports to the <i>Contract Administrator</i> daily, before the end of the next <i>Day</i> for certification by the <i>Contract Administrator</i>."</p> <p>And replace with: "The <i>Contractor</i> shall keep an accurate, complete and up-to-date record, in a form satisfactory to the <i>Contract Administrator</i>, showing on a shift-by-shift basis all labor, equipment, materials and subcontractor <i>Work</i> to be paid by <i>Force Account</i>. The <i>Contractor</i> shall submit such <i>Force Account</i> reports to the <i>Contract Administrator</i> daily, before the end of the next <i>Day</i> for certification by the <i>Contract Administrator</i>."</p>
<p>Volume II</p> <p>Instructions to Tenderers</p> <p>General Conditions</p>	Article 15.3.1d	Termination	<p>Delete: "on expiry of the warranty period, deduct from the <i>Maintenance Allowance</i> the cost of any corrections to the <i>Contractor's Work</i> under GC 25 and pay the balance, if any, to the <i>Contractor</i>. If the total costs of such corrections exceed the <i>Maintenance Allowance</i> then such excess shall be immediately due and owing by the <i>Contractor</i> to the <i>Owner</i>."</p> <p>And Replace with: "on expiry of the maintenance period, deduct from the <i>Maintenance Allowance</i> the cost of any corrections to the <i>Contractor's Work</i> under GC 25 and pay the balance, if any, to the <i>Contractor</i>. If the total costs of such corrections exceed the <i>Maintenance Allowance</i> then such excess shall be immediately due and owing by the <i>Contractor</i> to the <i>Owner</i>."</p>
<p>Volume II</p> <p>Instructions to Tenderers</p> <p>General Conditions</p>	Article 18.1.3	PAYMENT Preparation of Payment Certificate	<p>Delete: "The Contract Administrator shall not finalize a Payment Certificate without consulting with the Contractor's Superintendent for the purpose of reaching agreements on the amounts to be included in a Payment Certificate. The period referred to in GC 18.1.1 for the issuance of the Payment Certificate may be extended by any time that the Contractor takes to provide the consultation to the Contract Administrator, or to provide any supporting documentation the Contract Administrator requires to finalize the Payment Certificate."</p> <p>And replace with: "The Contract Administrator shall not finalize a Payment Certificate without consulting with the Contractor's Superintendent for the purpose of reaching agreements on the amounts to be included in a Payment Certificate. The 5 Day time period referred to in GC 18.1.1 for the issuance of the Payment Certificate may be extended by any time that the Contractor takes to provide the</p>

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			consultation to the Contract Administrator, or to provide any supporting documentation the Contract Administrator requires to finalize the Payment Certificate.”																												
Volume II Instructions to Tenderers General Conditions	SGC 21 Supplementary General Conditions	Workers’ Compensation Regulations	Delete: “Worker Compensation Act” under all sub-paragraphs in GC 21 with “Worker Compensation Act.” And replace with: “Worker Compensation Act” under all sub-paragraphs in GC 21 with “Workers Compensation Act.”																												
Volume II Instructions to Tenderers General Conditions	Specification and Standard Detail Drawings Specifications Section 02512	Hot Mix Asphalt Paving Article 1.1 Related Work	Currently only reads to section 1.5. Add: 1.6 Manholes and Catch Basins INSERT BURNABY STANDARD SUPPLEMENTAL SPECIFICATIONS																												
Volume II Instructions to Tenderers General Conditions	Specification and Standard Detail Drawings Specifications Section 02224 – 2.2.1	Road Excavation, Embankment and Compaction	Currently only reads to section .3 Add: .4 River Sand																												
Volume II Instructions to Tenderers General Conditions	Specification and Standard Detail Drawings Specifications Section 02226 – 2.5.1		Delete: River sand, to be used only where shown on Contract Drawings or otherwise specified and approved by Contract Administrator, to be free of organic material, salt and foreign objects and conform to following gradations <table border="1" data-bbox="776 1157 1490 1352"> <thead> <tr> <th>Sieve Designation</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>19mm</td> <td>100</td> </tr> <tr> <td>4.75mm</td> <td>80 – 100</td> </tr> <tr> <td>.600mm</td> <td>20 – 80</td> </tr> <tr> <td>.150mm</td> <td>0 – 20</td> </tr> <tr> <td>.075mm</td> <td>0 - 8</td> </tr> </tbody> </table> And replace with: River sand to be free of organic material and conform to the following gradation: <table border="1" data-bbox="776 1451 1398 1717"> <thead> <tr> <th>Sieve Designation</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>19 mm</td> <td>100</td> </tr> <tr> <td>4.76 mm</td> <td>80 - 100</td> </tr> <tr> <td>0.60 mm</td> <td>20 - 100</td> </tr> <tr> <td>0.42 mm</td> <td>10 - 100</td> </tr> <tr> <td>0.25 mm</td> <td>0 - 80</td> </tr> <tr> <td>0.15 mm</td> <td>0 - 50</td> </tr> <tr> <td>0.074 mm</td> <td>0 - 4</td> </tr> </tbody> </table>	Sieve Designation	Percent Passing	19mm	100	4.75mm	80 – 100	.600mm	20 – 80	.150mm	0 – 20	.075mm	0 - 8	Sieve Designation	Percent Passing	19 mm	100	4.76 mm	80 - 100	0.60 mm	20 - 100	0.42 mm	10 - 100	0.25 mm	0 - 80	0.15 mm	0 - 50	0.074 mm	0 - 4
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Volume II Instructions to Tenderers General	Specification and Standard Detail Drawings Specifications	Aggregates and Granular Materials	Delete: “Other permissible materials: only where shown on Contract Drawings or directed by Contract Administrator shall drain rock, pit run sand or approved native material be used for bedding and pipe surround.”																												

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Conditions	Section 02226 – 2.7.2		And replace with: "Other permissible materials: only where shown on Contract Drawings or directed by Contract Administrator shall drain rock, pit run, River sand or approved native material be used for bedding and pipe surround."
Volume II Instructions to Tenderers General Conditions	Specification and Standard Detail Drawings Specifications Section 02234	Granular Subbase 2.1.1	Currently only reads to 2.1.6 Add: "2.1.7 River Sand"
Volume II Instructions to Tenderers General Conditions	SGC 1.65	Definitions	Currently only reads to 1.64 Add: "1.65 "Variance Threshold Percentage" means a variance of plus or minus 15% between the quantity of a unit price item actually constructed or provided by the time of <i>Total Performance</i> and the quantity shown on the tendered <i>Schedule of Quantities and Prices</i> for that item. 1.66 "Approved Equipment Rental Rate Guide" means the most current version of the Equipment Rental Rate Guide authorized by the Government of British Columbia, commonly known as the B.C. 'Blue Book' 1.67 "Workers Compensation Act" means the <u>Workers Compensation Act</u> , R.S.B.C. 1996, c.492 as the same may be amended from time to time."
Volume II Instructions to Tenderers General Conditions	SGC 4.3.4	Protection of Work, Property and the Public	Delete: "Before commencing any Work at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The Contractor shall also be responsible to consult with BC Hydro. BC Telephone and BC Gas, or other corporation that provides electricity, telephone or gas service in the area of the Place of the Work, to locate any underground utilities of which they have records. The Contractor shall also locate any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> ." And replace with: "Before commencing any Work at the Place of the Work, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the Contract Documents as being at the Place of the Work. The Contractor shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the Place of the Work, to locate in three dimensions all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the Place of the Work."

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Volume II Instructions to Tenderers General Conditions	SGC 4.12.4	Protection of <i>Work</i> , Property and the Public	<p>Delete: "If the Contractor disagrees with the Contract Administrator's determination of the Work not meeting the Specifications based on the results of inspection or testing required in the Contract Documents or ordered by the Contract Administrator, the Contractor may elect to carry out such further inspection or testing which the Contract Administrator agrees is acceptable for the purpose of determining whether the work complies with the requirements of the Contract Documents. If such further inspection or testing determines that the Work is not in accordance with the requirements of the Contract Documents, then the Contractor shall correct such Work and pay the costs of the inspection and testing including all costs of the correction and further testing. If such further inspection or testing determines that the Work is in accordance with the requirements of the Contract Documents, then the Owner shall pay all costs of the inspection and testing."</p> <p>And replace with: "If the <i>Contractor</i> disagrees with the <i>Contract Administrator's</i> determination of the <i>Work</i> not meeting the Specifications based on the results of inspection or testing required in the <i>Contract Documents</i> or ordered by the <i>Contract Administrator</i>, the <i>Contractor</i> may elect to carry out such further inspection or testing which the <i>Contract Administrator</i> agrees is acceptable for the purpose of determining whether the <i>Work</i> complies with the requirements of the <i>Contract Documents</i>.</p> <p>a) If such further inspection or testing determines that the <i>Work</i> is not in accordance with the requirements of the <i>Contract Documents</i>, then the <i>Contractor</i> shall correct such <i>Work</i> and pay the costs of the inspection and testing including all costs of the correction and subsequent inspection and testing.</p> <p>b) If such further inspection or testing determines that the <i>Work</i> is in accordance with the requirements of the <i>Contract Documents</i>, then the <i>Owner</i> shall pay all costs of the inspection and testing."</p>
Volume II Instructions to Tenderers General Conditions	SGC 9.4.3	Protection of <i>Work</i> , Property and the Public	<p>Delete: "A revised unit price shall be applicable and calculated as follows:</p> <p>a) in the case of a shortfall of more than 15% between the actual quantity of a unit price item and the <i>Tender Quantity</i> for that item :</p> <p>i) the revised unit price shall apply to all of the actual work performed for that item; and</p> <p>ii) the revised unit price shall be determined so that the <i>Contractor's</i> total compensation for that item will cover all of the overhead and profit, if any, the Contractor would have</p>

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			<p>received if the actual quantity had been 85% of the Tender Quantity for that item, and the Contractor had received the original tendered unit price such quantity; and</p> <p>b) in the case of an overrun of more than 15% of the Tender Quantity for that item:</p> <p>i) the original unit price shall apply to 115% of the Tender Quantity for that item and the revised unit price shall apply only to the actual quantity in excess of 115%; and</p> <p>ii) a revised unit price, applicable to the quantity in excess of 115% of the Tender Quantity for that item, shall be determined so that the Contractor receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess.”</p> <p>And replace with: “A revised unit price shall be applicable and calculated as follows:</p> <p>c) in the case of a shortfall of more than the <i>Variance Threshold Percentage</i> :</p> <p>i) the revised unit price shall apply to all of the actual work performed for that item; and</p> <p>ii) the revised unit price shall be determined so that the <i>Contractor's</i> total compensation for that item will be equal to the actual quantity multiplied by the tender unit price plus an amount equal to the overhead and profit, if any, the <i>Contractor</i> would have received for the quantity difference between the <i>Tender Quantity</i> as reduced by the <i>Variance Threshold Percentage</i> and the actual quantity; and</p> <p>d) in the case of an overrun of more than the <i>Threshold Variance Percentage</i> of the <i>Tender Quantity</i> for that item:</p> <p>i) the original unit price shall apply to the <i>Tender Quantity</i> for that item plus the <i>Threshold Variance Percentage</i> and the revised unit price shall apply only to the quantity in excess of the <i>Threshold Variance Percentage</i>; and</p> <p>ii) a revised unit price, applicable to the quantity in excess of <i>Tender Quantity</i> plus the <i>Threshold Variance Percentage</i> for that</p>
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			<p>item, shall be determined so that the <i>Contractor</i> receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess plus markups as provided by GC 10.1.”</p>
<p>Volume II Instructions to Tenderers General Conditions SGC</p>	<p>10.1.1 b) & c)</p>	<p>Force Account Costs</p>	<p>Delete: b) major equipment:</p> <ul style="list-style-type: none"> i) <i>Contractor</i> Owned or Bare Rented - at the non-operated hourly rates as described in the BC Government “Blue Book”, as the same may be amended from time to time based on actual hours, in minimum increments of 0.5 hours. If equipment is not listed in the <i>Approved Equipment Rental Rate Guide</i> then at a rate determined by the <i>Contract Administrator</i> based on local equipment rental rates; or ii) Non-<i>Contractor</i> Owned and Operated - at the lower of the Ministry of Transportation and Highways published rates for operated equipment, or the actual rental costs incurred by the Contractor, as evidenced by invoice, plus 10% markup to cover all overhead costs and profits; iii) No separate rental for <i>Small Tools</i>; <p>c) materials incorporated into the <i>Work</i> by the Contractor shall be at the Contractor’s actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling, and profit;</p> <p>And replace with: “b) major equipment:</p> <ul style="list-style-type: none"> i) <i>Contractor</i> Owned or Bare Rented - at the non-operated hourly rates as set out in the <i>Approved Equipment Rental Rate Guide</i> based on actual hours, in minimum increments of 0.5 hours, plus a 10% markup to cover all overhead costs and profit. If equipment is not listed in the <i>Approved Equipment Rental Rate Guide</i> then at a rate determined by the <i>Contract Administrator</i> based on local equipment rental rates; or ii) Non-<i>Contractor</i> Owned and Operated - at the lower of the all-found rate in the <i>Approved</i>

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			<p>Equipment Rental Rate Guide for operated equipment, or the actual rental costs incurred by the <i>Contractor</i>, as evidenced by invoice, plus, in either case, a 10% markup to cover all overhead costs and profit;</p> <p>iii) No separate rental for <i>Small Tools</i>;</p> <p>c) materials incorporated into the <i>Work</i> or consumed in performing the <i>Work</i> by the <i>Contractor</i> shall be at the <i>Contractor's</i> actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling, and profit;"</p>
Volume II Instructions to Tenderers General Conditions SGC	13.8.1	Liquidated Damages for Late Completion	<p>Delete: "If the <i>Contractor</i> fails to meet the <i>Milestone Date for Substantial Performance</i> as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the Contract Documents, then the <i>Owner</i> may deduct from any monies owing to the <i>Contractor</i> for the <i>Work</i>.</p> <p>And replace with: "as a genuine pre-estimate of the <i>Owner's</i> increased costs for the <i>Contract Administrator</i> and the <i>Owner's</i> own staff caused by such delay an amount of \$500.00 per day or pro rata portion for each <i>Day</i> that actual <i>Substantial Performance</i> is achieved after the <i>Substantial Performance Milestone Date</i>; plus"</p>
Volume II Instructions to Tenderers General Conditions SGC	18.3.1	Materials and products not Incorporated in <i>Work</i>	<p>Delete: "Payments shall not be made for materials or products purchased by the <i>Contractor</i> but not incorporated into the <i>Work</i> at the <i>Place of the Work</i>."</p> <p>And replace with: "Except for items in the <i>Schedule of Quantities and Prices</i> which are identified as being "Supply Only" or items authorized under GC 10.1, payments shall not be made for materials or products purchased by the <i>Contractor</i> but not incorporated into the <i>Work</i> at the <i>Place of the Work</i>."</p>
Volume II Instructions to Tenderers General Conditions SGC	18.4.1	Holdbacks	<p>Delete: "Builders Lien Holdback: The <i>Owner</i> shall hold back 10%, or other percentage as required by the <i>Builder's Lien Act</i>, of any amounts due to the <i>Contractor</i> as a builder's lien holdback.</p> <p>And replace with: " Builders Lien Holdback: The <i>Owner</i> shall hold back 10%, or other percentage as required by the <i>Builders Lien Act</i>, of any amounts due to the <i>Contractor</i> as a builders lien holdback."</p>
Volume II Instructions to Tenderers General	18.4.5	Holdbacks	<p>Delete: "The <i>Contractor</i> shall assist the <i>Owner</i> as the <i>Contract Administrator</i> may reasonably request to establish a holdback account pursuant to the <i>Builders Lien Act</i>, if required to be established under the <i>Builder's Lien Act</i>, at a savings institution acceptable to the <i>Owner</i>, including preparing and completing any and all documents and forms</p>

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Volume II Instructions to Tenderers General Conditions SGC	18.6.5	Substantial Performance	<p>Delete: "The <i>Owner</i> shall pay any builders lien holdback as required by the <i>Builders Lien Act</i>, or on such other date as required by law, but the <i>Owner</i> may hold back the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2 GC 18.4.3, and 18.4.4.</p> <p>And replace with: "The <i>Owner</i> shall pay any builders lien holdback as required by the <i>Builders Lien Act</i>, or on such other date as required by law, but the <i>Owner</i> may hold back the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3, and 18.4.4."</p>
Volume II Instructions to Tenderers General Conditions SGC	18.6.6	Substantial Performance	<p>Delete: "The <i>Contract Administrator</i> shall be the payment certifier responsible for payment certification for the <i>Contractor</i> under the <i>Builder's Lien Act</i>. The <i>Contractor</i> shall be the person responsible for payment certification for all subcontractors, including the <i>Subcontractors</i>, as required under the <i>Builders Lien Act</i>.</p> <p>And replace with: "The <i>Contract Administrator</i> shall be the payment certifier responsible for payment certification for the <i>Contractor</i> under the <i>Builders Lien Act</i>. The <i>Contractor</i> shall be the person responsible for payment certification for all subcontractors, including the <i>Subcontractors</i>, as required under the <i>Builders Lien Act</i>."</p>
Volume II Instructions to Tenderers General Conditions SGC	18.9.3	Waiver of Claims	<p>Delete: "The issuance of the Certificate of Substantial Performance shall constitute a waiver and release by the <i>Owner</i> of all claims for set-off amounts, back charges, cost sharing for Referees feed, or other such amounts that are known or reasonably should be known to the <i>Owner</i> at the time of the issuance of such Certificate and that the <i>Owner</i> might claim relating to the Contract, except for claims made by the <i>Owner</i> in writing in accordance with the provisions of the Contract Documents and delivered to the Contract Administrator prior to the application and still unsettled. For certainty, nothing in this GC 18.9.3 shall be interpreted or construed to mean that the <i>Owner</i> in any way waives any warranty rights or in any way releases the Contractor from the <i>Contractor's</i> obligation to perform the Work in</p>

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			<p>accordance with the Contract Documents and delivered to the <i>Contract Administrator</i> prior to the application and this GC 18.9.3 shall not be construed as any limitation on the Owner's right to claim damages from the Contractor arising from any failure by the Contractor to have performed the Work as required by the Contract Documents."</p> <p>And replace with: "The issuance of the <i>Certificate of Substantial Performance</i> shall constitute a waiver and release by the <i>Owner</i> of all claims for set-off amounts, back charges, cost sharing for <i>Referees</i> fees, or other such amounts that are known or reasonably should be known to the <i>Owner</i> at the time of the issuance of such Certificate and that the <i>Owner</i> might claim relating to the <i>Contract</i>, except for claims made by the <i>Owner</i> in writing in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> prior to the issuance of the <i>Certificate of Substantial Performance</i> and still unsettled. For certainty, nothing in this GC 18.9.3 shall be interpreted or construed to mean that the <i>Owner</i> in any way waives any warranty rights or in any way releases the <i>Contractor</i> from the <i>Contractor's</i> obligation to perform the <i>Work</i> in accordance with the <i>Contract Documents</i> and this GC 18.9.3 shall not be construed as any limitation on the <i>Owner's</i> rights to claim damages from the <i>Contractor</i> arising from any failure by the <i>Contractor</i> to have performed the <i>Work</i> as required by the <i>Contract Documents</i>."</p>
Volume II Instructions to Tenderers General Conditions SGC	21	Worker Compensation Regulations Evidence of Compliance	Replace " <u>Worker Compensation Act</u> " under all sub-paragraphs in GC 21 with " <i>Worker Compensation Act</i> ".
Volume II Instructions to Tenderers General Conditions SGC	21.2.1	Contractor is "Principal Contractor"	<p>Delete: "As part of the Work the <i>Contractor</i> shall, to the extent reasonably possible, perform on behalf of the Owner the obligations which the <i>Owner</i> must undertake as "Principal Contractor" by virtue of the Workers' Compensation Act and Regulations, or other statutes."</p> <p>And replace with: "As part of the <i>Work</i> the <i>Contractor</i> 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 <i>Workers' Compensation Act</i> and Regulations, or other statutes."</p>
Volume II Instructions to Tenderers	24.1.1 b)	Required Insurance	<p>Delete: "Comprehensive General Bodily Injury and Property Damage Liability Insurance –</p> <p>Limits: Bodily Injury inclusive \$5,000,000</p>

Section	Subsection	Title	Supplementary Specifications
General Conditions			<p>The insurance shall include Contractor's Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the Contractor under the terms of this Contract, and Completed Operations Liability. The policy shall include the Owner, the Contract Administrator and all the Subcontractors as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the Contractor and shall not exceed \$2,500.00 for any one occurrence."</p> <p>And replace with: "b) Comprehensive General Bodily Injury and Property Damage Liability Insurance -</p> <p style="padding-left: 40px;">Limits: Bodily Injury and Property Damage inclusive \$5,000,000</p> <p>The insurance shall include <i>Contractor's</i> Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i>, and Completed Operations Liability. The policy shall include the <i>Owner</i> and the <i>Contract Administrator</i> as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$2,500.00 for any one occurrence.</p>
Volume II Instructions to Tenderers General Conditions	7.1.4	Changes	<p>Delete: "A variation between the actual quantity and the estimated Tender Quantity for that item set out in the Schedule of Quantities and Unit Prices of not more than plus or minus the percentage set out in GC. 9.4.1 shall not be a Change and the tendered unit prices shall apply. If the variation is greater than such percentage then the provision of GC 9.4 shall apply."</p> <p>And replace with: "A variation between the actual quantity and the estimated Tender Quantity for that item set out in the Schedule of Quantities and Unit Prices of not more than plus or minus the percentage set out in GC. 1.65 shall not be a Change and the tendered unit prices shall apply. If the variation is greater than such percentage then the provision of GC 9.4 shall apply."</p>