

CCDC 4 – Supplementary General Conditions

1. The parties confirm that the Supplementary General Conditions below:
 - (a) have been attached to and included in the *Contract Documents* in order to amend the same;
 - (b) are of general application throughout the *Contract Documents*; and
 - (c) take priority over any other term in the *Contract Documents*, notwithstanding anything contained within the *Contract Documents* to the contrary.
2. Where defined term is used in these Supplementary Conditions and capitalized, this shall mean the term as defined regardless of whether the term is also italicized.

The Agreement Between Owner and Contractor

3. Add the following to Article A-1:
 - 1.4 attain Milestone Date Reservoir-Ready-for-Fill by the 15 day of July in the year 2027. Reservoir-Ready-for-Fill means all works in Schedules B through F of the Schedule of Prices (SOP) has been complete such that the reservoir is ready to fill and operate.
 - 1.5 attain Long Lead Equipment Procurement Milestone Date by 60 days from Contract Execution. Long Lead Equipment Procurement means that materials have been purchased and delivery date confirmed for the:
 - (a) Liner (Schedule D.4 of SOP);
 - (b) 600mm Plug Valves (Schedule E.3 of SOP);
 - (c) Intake Screen (Schedule F.1 of SOP); and
 - (d) HydraNet Geocomposite Membrane (Schedule C.4 of SOP).
4. In Article A-5.2.1, replace subsections (1) and (2) with the following:
 - (1) 2% per annum above the prime rate quoted by the Bank of Canada.
5. Add new Article A-5.3 Method of Payment:
 - 5.3 Unless otherwise agreed in writing between the *Owner* and the *Contractor*, all payments by the *Owner* to the *Contractor* shall be made by electronic funds transfer (EFT).
6. Add new Article A-9 Confidentiality:
 - 9.1 The Contractor agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all Confidential Information and Personal Information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any Confidential Information or Personal Information, except where required by law, without first obtaining the written consent of the Owner. The Contractor may disclose any portion of the Contract Documents or any other information provided to the Contractor by the Owner to any Subcontractor or Supplier if the Contractor discloses only such

information as is necessary to fulfill the purposes of the Contract and the Contractor has included a commensurate confidentiality provision in its contract with the Subcontractor or Supplier. The Contractor undertakes to comply with all applicable laws related to the protection of personal information, including the *Access to Information Act (ATIA)*, *Protection of Privacy Act (POPA)* and the Personal Health Information Protection Act.

9.2 The Contractor acknowledges that the Town is subject to the Access to Information Act (ATIA), that the Town is legally obligated to protect personal information as outlined under Section 20(1) "Disclosure harmful to personal privacy" of the Access to Information Act. The Contractor also acknowledges that the Town may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the Town to refuse to disclose a record containing third party confidential information is limited as set out in Section 19 "Disclosure harmful to business interests of a third party" of the Access to Information Act. If the Contractor considers that information supplied by it to the Town in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under the ATIA, the Contractor shall identify this information to the Town, indicate that the information is supplied in confidence, and refer to the ATIA and Section 19 of the ATIA in this regard. The Contractor acknowledges and agrees that the Town may be required to disclose Contractor information even where the Contractor stipulates that such information is supplied in confidence. The Contractor acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

Definitions

7. The definition for consultant is amended as follows:

DELETE: "The Consultant is the person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practise in the province or territory of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative."

REPLACE WITH: "The Consultant is the person or entity engaged by the Owner and identified as such in the Agreement, and may include an employee of the Owner. The term Consultant means the Consultant or the Consultant's authorized representative."

8. Add the following definitions:

Abnormally Adverse Weather

Abnormally Adverse Weather means temperature, precipitation, wind or other weather conditions which, in a two-week period, differ from the statistical average for those condition for that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.

As-Built Drawings

As-Built Drawings means drawings prepared by the Contractor by marking on a copy of the Drawings the changes from the Drawings which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the Drawings.

Approved

Wherever the words "approved", "satisfactory", "selected", "directed", "permitted", "inspected", "instructed", "required", "submit", "ordered" are used in the Contract Documents, it shall be understood that the words "by the Consultant" follow, unless the context provides otherwise.

Construction Completion Certificate

Construction Completion Certificate means a document issued certifying that the Work has been completed in accordance with the design and the Town's specifications, and that all deficiencies have been rectified.

Construction Schedule

Construction Schedule means a schedule of the Work prepared by the Contractor setting out the start and completion dates of the major elements of the Work including, but not limited to, mobilization, shop drawings, construction, installation, testing, commissioning, Substantial Performance of the Work, Ready-For-Takeover, Owner occupancy and other Milestone Dates, and may be amended from time to time in accordance with the Contract Documents.

Milestone Dates

Milestone Dates means any date specified in the Contract Documents for completion of the Work, or a portion of the Work, including the dates for Substantial Performance of the Work and Ready-For-Takeover.

Reservoir-Ready-for-Fill

Reservoir-Ready-for-Fill means all works in Schedules B through F of the Schedule of Prices (SOP) has been complete such that the reservoir is ready to fill and operate.

General Conditions of the Unit Price Contract:

9. Where a General Condition or paragraph of the General Conditions of the Unit Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

10. GC 1.1 CONTRACT DOCUMENTS

Delete GC-1.1.5.1 and replace as follows:

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- Addendums;
- the Supplementary General Conditions;
- the Agreement between the Owner and Contractor (CCDC 4);
- the Definitions;
- the General Conditions;
- Water Act Approval;
- Wetland Assessment and Impact Report;
- Reservoir Phase 1 Consequence Classification R1 Report;
- the Technical Specifications, including:
 - o Division 01 – General Requirements
 - o Division 03 - Concrete
 - o Division 31 – Earthworks
 - FORW - Reservoir Geotechnical Design Report - Revision 1
 - o Division 32 - Road and Site Improvements
 - o Division 33 - Utilities
 - o Division 40 - Process Integration
- the Schedule of Prices;
- the Drawings;

- the Request for Proposal (RFP).
- The Contractor's response to the RFP (the Submission)

11. GC 1.4 ASSIGNMENT

Delete GC-1.4.1 and replace as follows:

1.4.1 The Contractor may not assign the Contract or a portion thereof without the consent of the Owner, and the granting of such consent shall be in the Owner's absolute discretion.

12. GC 2.2 AUTHORITY OF THE CONSULTANT

In GC-2.2.18, delete "against whom the *Contractor* makes no reasonable objection".

13. GC 2.3 REVIEW AND INSPECTION OF THE WORK

Add new GC 2.3.8 as follows:

2.3.8 If the *Contractor* is not prepared for a review or inspection after the *Contractor* has notified the *Consultant* of readiness for a proposed review or inspection, or otherwise fails to comply with its obligations pursuant to this GC 2.3 such that the *Consultant* is required to make second or subsequent visits, the *Contractor* shall reimburse the *Owner* for any additional charges rendered by the *Consultant* to the *Owner* for the second or subsequent visits, and the *Owner* may deduct the amount of any such charges from any monies otherwise owing to the *Contractor* on account of the *Contract Price*.

Add new GC 2.3.9 as follows:

2.3.9 For clarity, any review or inspection of the *Work* shall be for the *Owner's* benefit only and shall not limit, reduce or derogate from the *Contractor's* obligations pursuant to the *Contract*.

14. GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Owner or the Consultant.

2.4.1.2 When applicable, the Contractor shall give priority to the correction of any defective work or deficiencies which the Owner determines adversely affect its day-to-day operations.

15. GC 3.1 CONTROL OF THE WORK

Add new paragraphs 3.1.3 and 3.1.4:

3.1.3 Prior to commencing the Work, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for the proper completion of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent in the Contract Documents, the Contractor shall immediately notify the Consultant in writing and obtain Supplemental Instructions from the Consultant before proceeding with any part of the affected Work.

3.1.4 The Contractor shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the Work, and in accordance with the Contract Time and any revisions thereto, in order to maintain the desired development and construction schedule for the Project, and in order not to delay the Work or any project. The Contractor shall at all times provide sufficient personnel to accomplish its services within the time limits required by the Owner.

16. GC 3.4 CONSTRUCTION SCHEDULE

In GC 3.4.1.1, replace "prior to the first application for payment" with "within ten (10) Working Days after the date of execution of the Agreement". In GC 3.4.1, replace each instance of "construction schedule" with "Construction Schedule"

In GC 3.4.1, replace each instance of "construction schedule" with "Construction Schedule".

Add new General Conditions GC 3.4.2 – GC 3.4.9 as follows:

3.4.2 The Contractor shall perform the Work in compliance with the Milestone Dates and the Construction Schedule. Any failure to meet such dates shall be deemed to be a default to which the provisions of GC 7.1.2 to GC 7.1.6 (inclusive) apply.

3.4.3 The Contractor shall advise the Owner in writing, on a monthly basis, of the actual progress of all items of the Work compared with the anticipated progress, based on the Construction Schedule, with all variances noted. Where the schedule indicates any delay in performance of the Work, the Contractor shall provide to the Owner a detailed explanation of the reason(s) for the delay, the effect of the delay on the dates for Substantial Performance of the Work and Ready-For-Takeover, and steps being taken by the Contractor to ensure that the

dates of Substantial Performance of the Work and Ready-For-Takeover will be met.

3.4.4 If the Work is not progressing in a manner that meets the Construction Schedule and the Owner determines, in its sole discretion, that the Work will not be substantially complete by the intended dates of Substantial Performance of the Work and Ready-For-Takeover and the Contractor's steps to remedy the delay required by paragraph 3.4.3, above, are inadequate, the Contractor shall promptly revise the plan to remedy the delay and resubmit the plan to the Owner for the Owner's approval. If the Owner does not approve of the Contractor's revised plan to remedy the delay, the Contractor shall submit a new plan or plans, as required, until the Owner approves a plan to remedy the delay. The preparation of a plan or plans under this paragraph shall not entitle the Contractor to any extension of the Contract Time.

3.4.5 In accordance with a plan to remedy a delay under paragraphs 3.4.3 or 3.4.4, the Contractor shall, at the Contractor's sole cost, take whatever measures are necessary, including such extra measures as shift work or an expanded work force, to ensure the completion of the Work in accordance with the dates of Substantial Performance of the Work, Milestone Dates, and Ready-For-Takeover. For certainty, the provision of an updated schedule or plan to remedy delay does not constitute, expressly or impliedly, acceptance by the Owner of the dates for performance of the Work shown thereon or waiver of the obligations of the Contractor.

3.4.6 If the Consultant determines that as a result of the Contractor's acts or omissions the progress of the Work is behind the Construction Schedule or will not meet any particular Milestone Date, then the Contractor shall, upon written notice from the Consultant and at the Contractor's own cost, take all reasonable measures to accelerate the Work so as to conform with the Construction Schedule or meet the Milestone Dates.

- 3.4.7 If
- .1 the Consultant determines that because of reasons other than the Contractor's acts or omissions the progress of the Work is behind the Construction Schedule, or will not meet any particular Milestone Date; or
 - .2 the Owner desires to accelerate the Work to achieve earlier completion of the Work, then on written notice from the Consultant the Contractor shall accelerate the Work as directed by the Consultant at the Owner's cost, such acceleration to be a change to

the Work to which the provisions of Part 6 of the General Conditions – CHANGES IN THE WORK shall apply.

3.4.8 If the Contractor fails to complete the Work according to the Milestone Dates, the Contractor shall pay to the Owner:

- .1 as a genuine pre-estimate of the Owner's increased costs for the Consultant and the Owner's own staff caused by such delay, and not as a penalty, an amount of one thousand five hundred dollars (\$1500.00) per day that actual Substantial Performance of the Work, Reservoir-Ready-for-Fill or Ready-for-Takeover is achieved after the Milestone Date for Substantial Performance of the Work, Reservoir-Ready-for-Fill, or Ready-For-Takeover, as applicable; and
- .2 all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a result of such delay. The Owner may deduct such amounts from any monies owing to the Contractor for the Work. If the monies owing to the Contractor are less than such amounts then the Contractor shall pay the shortfall to the Owner immediately upon written notice from the Owner or the Consultant.

17. GC 3.5 SUPERVISION

Add new GC 3.5.3 through GC 3.5.5 as follows:

3.5.3 If the competence or performance of the appointed representative is not satisfactory to the Consultant or the Owner then, on written notice from the Consultant or the Owner, the Contractor shall appoint a new representative satisfactory to the Consultant or Owner, as the case may be. The Contractor shall not change the appointed representative on its own accord without the consent of the Consultant; such consent not to be unreasonably withheld.

3.5.4 The Contractor agrees that to the extent that specific individuals or Subcontractors are named in the Contract or named in the Contractor's Proposal as key resources for the provision of the Deliverables, only those individuals or Subcontractors will provide the Work under the Contract. These key resources include, but are not limited to the Project Manager, Supervisor(s), Safety Professionals, core project team members, or subcontractors as proposed by the Contractor. The Contractor will not replace or substitute any of the individuals or Subcontractors named in the Contract without the prior written approval of the Owner, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals or Subcontractors named in the Contract, it is understood and

agreed that any proposed replacement will possess similar or greater qualifications than the individual or Subcontractor named in the Agreement. The Contractor will not claim additional fees for any replacement individual or Subcontractor, greater than the Rates established under the Agreement.

3.5.5 Resource changes by the Contractor to the Project Leader, Core Project Team, Safety professional or his Subcontractors will require written approval from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed resource change must be equivalent to or better than the resource proposed on the Proposal received. The Town reserves the right, in addition and without prejudice to any other right or remedy, to immediately terminate the agreement as a result of the failure to comply by the Contractor.

18. GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Add the following as new GC 3.6.7

3.6.7 The Contractor shall not change Subcontractors without the prior written approval of the Owner, which approval will not be unreasonably withheld.

19. GC 3.8 SHOP DRAWINGS

Replace the GC 3.8.6 with the following:

3.8.6 The review of the Shop Drawings by the Consultant shall be for the Owner's benefit only and shall not limit, reduce or derogate from the Contractor's responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents.

20. GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER.

21. GC 5.2 APPLICATIONS FOR PROGRESS PAYMENTS

Add the following as new GC 5.2.10:

5.2.10 The Contractor shall indemnify, defend and hold harmless the Owner from and against any claims, damages, suits or losses the Owner may suffer as a result of any inaccuracy in the Statutory Declaration required under GC 5.2.8 or any payment by the Owner in reliance on such Statutory Declaration, including costs on a solicitor and own client basis.

Add the following as new GC 5.2.11:

5.2.11 As a further condition of payment, there shall be no liens or other encumbrances registered against title to any part of the Place of the Work or any property of the Owner arising from or connected with the Work. In the event that a lien or encumbrance has been registered, the Contractor shall take all steps necessary, including the payment of alternate security into a court of competent jurisdiction, to have such lien or encumbrance immediately discharged, and the Contractor shall indemnify the Owner for all costs, including costs on a solicitor and own client basis, incurred in relation to such lien or encumbrance. No payments shall be made while a lien or encumbrance is registered in relation to the Work.

Add the following as new GC 5.2.12:

5.2.12 The Contractor shall issue each Proper Invoice via email to payables@okotoks.ca, as well as the Owner and the Consultant at the email address specified in the Contract Documents for Notices in Writing. Each invoice shall also include the information required for a Proper Invoice pursuant to applicable lien legislation. Invoices shall include the Purchase Order number as provided by the Owner's representative.

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

Delete GC 5.4.2

Add new General Condition 5.4.7 as follows:

5.4.7 Prior to Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for Work determined by the Consultant to be defective or incomplete (the "Deficiency Holdback"). The Consultant shall establish the amount of the Deficiency Holdback as the greater of (i) twice the estimated cost to rectify the defective work and finish incomplete Work using the services of another contractor or the Owner's own forces; and (ii) five thousand dollars (\$5,000.00). No part of the Deficiency Holdback shall become payable to the Contractor until all of the defective Work is corrected and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within a reasonable time as determined by the Consultant, then all or a portion of the Deficiency Holdback as determined by the Consultant may be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

23. GC 6.2 CHANGE ORDER

Delete GC 6.2.2.3

Add new General Condition 6.2.2.3 as follows:

6.2.2.3 The cost plus method. The maximum markup for overhead and profit that the Contractor may charge in relation to a change is the following:

- .1 10% for Work by the Contractor's own forces;
- .2 5% for the Contractor's markup on Work by a Subcontractor; and
- .3 10% for Work by a Subcontractor.

24. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add the following as GC 6.4.5:

6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill expected of contractors in Alberta in such circumstances. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

25. GC 6.5: DELAYS

Replace GC-6.5.4 with the following:

6.5.4 No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the Consultant not later than five (5) Working Days after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary. A Notice in Writing shall be delivered to the Consultant for each and every delay and shall indicate the reasons for such delay and the best estimate of the Contractor as to its estimated duration and likely effect upon the Contract Time. No oral communication, site meeting discussion or meeting minutes shall be sufficient notification of delay.

Add new General Conditions GC 6.5.6 and GC 6.5.7 as follows:

6.5.6 In the event of any delay the Contractor shall take all reasonable measures to minimize the effects and costs of the delay.

6.5.7 In the event of any delay the Contractor shall maintain and protect the Work during the period of the delay.

26. GC 6.6: CLAIMS FOR A CHANGE IN CONTRACT PRICE

In GC-6.6.3, replace all instances of "30 *Working Days*" with "5 *Working Days*".

27. GC 8.3: NEGOTIATION, MEDIATION AND ARBITRATION

Replace GC-8.3.1 with the following:

8.3.1 The parties shall appoint a project mediator within fifteen (15) *Working Days* after both parties agree in writing that a project mediator be appointed, in accordance with the Rules for Mediation of CCDC 40 Rules for Mediation and Arbitration in effect at the date of the *Agreement* is made. If the parties do not agree in writing that a project mediator should be appointed or do not appoint a project mediator, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties have agreed to use.

28. GC 11.1: INSURANCE

Add new GC-11.1.9 as follows:

11.1.9 The Contractor shall provide the Town with a certificate of insurance confirming the limits as required in CCDC 41 (2020 version) which shall include a provision for the Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the Contractor of the insurance policies that would restrict the coverage required as set out in.

29. GC 12.3: Warranty

Delete GC-12.3.1 and replace as follows:

Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is two years from the date when *Ready-For-Takeover* has been attained.

Delete GC-12.3.3 and replace as follows:

The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the two year warranty period.

Delete GC-12.3.4 and replace as follows:

Subject to paragraph 12.3.2, the Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the two year warranty period. The Contractor's warranty obligations are in addition to and do not supersede the Contractor's indemnity obligations set out herein.

Delete GC-12.3.6 and replace as follows:

Any extended warranties required beyond the two-year warranty period as described in paragraph 12.3.1, shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the Owner. The Contractor's responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

30. Part 14 Project Specific Supplementary General Conditions

Add new PART 14 PROJECT SPECIFIC SUPPLEMENTARY GENERAL CONDITIONS as follows:

31. Add new GC 14 as follows:

GC 14.1 PRIME CONTRACTOR FOR OCCUPATIONAL HEALTH AND SAFETY

14.1.1 The Contractor is hereby designated as the prime contractor in respect of the Work and the Place of the Work for the purposes of the Occupational Health and Safety Act.

14.1.2 The Contractor shall post notice that it is the prime contractor in a conspicuous place at the Place of the Work and shall carry out all other obligations of the prime contractor pursuant to the Occupational Health and Safety Act.

32. Add new GC 16 as follows:

GC 16.1 Material Suppliers

16.1.1 The Proponent must show in the Proposal the names of the material suppliers it intends to use together with the trade or brand name of the material supplied.

16.1.1 Material supplies shall not be changed after the Contract is awarded, unless written permission of the Consultant is obtained.

33. Add new GC 18 as follows:

GC 18.1 Equipment

18.1.1 The equipment listed in the Proponent's proposal shall be used unless otherwise permitted by the Consultant.

34. Add new GC 19 as follows:

GC 19.1 Contract Security

19.1.1 The Contractor shall provide a performance bond in the amount of 50% of the *Contract Price* and a labour and materials payment bond in the amount of 50% of the *Contract Price*. Such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province of Alberta and shall be maintained in good standing until fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

35. Add new GC 25 as follows:

GC 25.1 Optional Work

25.1.1 Optional Work is *Work* which may be described in the *Schedule of Prices* that will be undertaken and included in the *Work* at the election of the *Owner*.

25.1.2 Optional Work will only be included in the *Work* if the *Consultant* so directs by *Change Order*, and in such event the *Contractor* shall perform the Optional Work as part of the *Work*.