

**Manitoba Housing
Supplementary Conditions**
Contract # **XXXX-XXX-X-XXXX**



Available in alternate formats upon request.

GENERAL	
1. Design-Build Stipulated Price Contract CCDC Document 14 - 2013	The Design-Build Contract for this project is the standard construction document - CCDC Document 14 - Design-Build Stipulated Price Contract 2013.
2. CCDC Document 14 - 2013 Supplementary Conditions	<p>The Agreement between <i>Owner</i> and <i>Design-Builder</i>, the Definitions and the General Conditions of the CCDC Document 14 – Design-Build Stipulated Price Contract 2013 is amended as set out below in these Supplementary Conditions. If these Supplementary Conditions conflict with other terms in the CCDC Document 14 – Design-Build Stipulated Price Contract 2013, these Supplementary Conditions shall take precedence and prevail.</p> <p>Where any Article, Definition or General Condition is modified or any paragraph, subparagraph or sentence thereof is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.</p>
3. Manitoba Housing Contacts	<p>Add the following:</p> <p>Contract Administrator is: Insert name Insert phone number (204) Insert email @gov.mb.ca</p> <p>Project Manager is: Insert name Insert phone number (204) Insert email @gov.mb.ca</p>
AGREEMENT BETWEEN OWNER AND DESIGN BUILDER	
Article A-1 Design Services And The Work	<p>1. Delete paragraph 1.3 in its entirety and replace with: “1.3 commence the <i>Design Services</i> and <i>Work</i> within X weeks after contract award and subject to adjustment in <i>Contract Time</i> as provided for in the <i>Contract Documents</i>, achieve <i>Substantial</i></p>

	<p><i>Performance of the Work</i> within XX weeks after execution of signed Agreement and achieve <i>Project</i> completion within XX weeks after execution of the signed Agreement.</p>
<p>Article A-3 Contract Documents</p>	<p>Delete paragraph 3.1 in its entirety and replace with:</p> <p>“3.1 The following are the <i>Contract Documents</i> referred to in Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK:</p> <ul style="list-style-type: none"> - Agreement between <i>Owner</i> and <i>Design-Builder</i> - Definitions in this <i>Contract</i> - General Conditions of this <i>Contract</i> - <i>Owner’s Statement of Requirements</i>, consisting of the following: <ul style="list-style-type: none"> o the Request for Proposals #_____ issued _____) including the <i>Owner’s</i> Description of Services in Schedule A; o Price Form in Schedule B; and - The <i>Design-Builder’s</i> Proposal dated _____ - Appendix #3 Supplementary Conditions to the CCDC 14 - Design-Build Stipulated Price Contract 2013 - <i>Construction Documents</i>, after they have been accepted by the <i>Owner</i>.”
<p>Article A-4 Contract Price</p>	<p>4.1 Add the following to the end of paragraph 4.1:</p> <p>“For clarity, the <i>Contract Price</i> consists of \$ [insert base price], plus applicable Manitoba Retail Sales Tax (also known as RST or PST) of \$ [insert PST].”</p> <hr/> <p>4.2 Paragraph 4.2 shall be completed as:</p> <p>“not applicable; see paragraph 4.6.”</p> <hr/> <p>Add new paragraph 4.6 as follows:</p> <p>“4.6 The <i>Owner</i> certifies that the <i>Design Services</i> and <i>Work</i> is being acquired under the <i>Contract</i> by the MHRC with Crown funds and that it is therefore not subject to the Federal Goods and Services Tax (“GST”). The <i>Design-Builder</i> represents and warrants that GST has not been included or quoted in any fees, prices or estimates and covenants that it will not include GST in any invoice provided, or claim for payment made, under the <i>Contract</i>. The MHRC GST Registration Number is R125624932.”</p>

Article A-5 Payment:	<p>5.1 Delete from the first sentence the words "...and, where such legislation or regulations do not exist or apply, subject to a holdback of percent (____%)..."</p> <p>5.3 Delete paragraph 5.3.1 in its entirety and replace with: "5.3.1 If the <i>Owner</i> fails to pay amounts when due according to paragraph 5.1 of this Article, amounts not paid by the <i>Owner</i> within sixty (60) days after they are due shall bear interest, from the 61st day after the due date until paid in full, at the interest rate payable on holdbacks under Crown contracts as set out in <i>The Builders' Liens Act</i> (Manitoba)."</p>
DEFINITIONS	
Contract Time	<p>Add the following to the end of the definition of Contract Time: "and the date of <i>Project</i> completion."</p>
Owner	<p>Add the following to the end of the definition of Owner: "The <i>Owner</i> shall mean Manitoba Housing and Renewal Corporation (MHRC)".</p>
Project Completion	<p>Add the following definitions after the definition of <i>Project</i>:</p> <p>"<i>Project Completion</i> means the entire Design Services and the Work, except those arising from GC 12.5 – WARRANTY, have been performed in accordance with the Contract. "</p>
Substantial Performance of Work	<p>Delete the second sentence and replace with: "Date of <i>Substantial Performance of the Work</i> means the date on which the <i>Consultant</i> certifies that <i>Substantial Performance of the Work</i> has occurred."</p>
Value Added Taxes	<p>Add the following to the beginning of the definition of <i>Value Added Taxes</i>:</p> <p>"Subject to paragraph 4.6 in Article A-4 of the Agreement - CONTRACT PRICE,"</p> <p>Add the following to the end of the definition of <i>Value Added Taxes</i>:</p> <p>"Based on a Reciprocal Tax Agreement with the Canada Revenue Agency, The Manitoba Housing and Renewal Corporation (MHRC), which also operates under the business name "Manitoba Housing", is relieved of paying GST/HST.</p>

	Manitoba Retail Sales Tax (also known as RST or PST) is excluded from, and does not form part of the <i>Value Added Taxes</i> . PST is included in the <i>Contract Price</i> in paragraph 4.1 of Article A-4 of the Agreement – CONTRACT PRICE.”
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General Conditions of the Design-Build Stipulated Price Contract

PART 1 GENERAL PROVISIONS	
GC 1.1 Contract Documents	<p>GC 1.1.6.1 - Delete subparagraph 1.1.6.1 in its entirety and replace with:</p> <p>“If there is a conflict within the <i>Contract Documents</i>:</p> <p>.1 the order of priority of documents, from highest to lowest, shall be:</p> <ul style="list-style-type: none"> - these Supplementary Conditions to the CCDC 14 – Design-Build Stipulated Price Contract 2013, - the Agreement between the <i>Owner</i> and the <i>Design-Builder</i>, - the Definitions, - the General Conditions, - the <i>Owner’s Statement of Requirements</i>, - the <i>Design-Builder’s Proposal</i> dated _____, - the <i>Construction Documents</i>.
	<p>GC 1.1.7 to 1.1.10 – Delete paragraphs 1.1.7 to 1.1.10 in their entirety and replace with:</p> <p>“1.1.7 All information, documents and materials, including (without limitation) all designs, <i>Drawings</i>, plans, sketches, graphic representations, original models or renderings and <i>Specifications</i>, prepared by the <i>Design-Builder</i> or the <i>Consultant</i>, <i>Other Consultants</i> or any of the their officers, employees or agents in the performance of, or incidental to the performance of, the <i>Contract</i>, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of the <i>Owner</i>, and shall be delivered without cost to the <i>Owner</i> upon request.</p> <p>1.1.8 The <i>Design-Builder</i> hereby waives all moral rights pursuant to the <i>Copyright Act (Canada)</i> in respect of all information, documents and materials described in paragraph 1.1.7 in</p>

	<p>favour of the <i>Owner</i>, and agrees to execute any additional documents, in a form satisfactory to the <i>Owner</i>, which may be required to evidence this waiver.</p> <p>1.1.9 The <i>Design-Builder</i> further agrees to obtain from each of its officers, employees and agents, and the officers, employees and agents of the <i>Consultant</i> and <i>Other Consultants</i>, written waivers, in a form satisfactory to the <i>Owner</i>, of all their moral rights in such information, documents and materials in favour of the <i>Owner</i>.</p> <p>1.1.10 While this <i>Contract</i> is in effect, and at all times thereafter, the <i>Design-Builder</i>, its <i>Consultant</i>, <i>Other Consultants</i> and any of their officers, employees or agents shall not use, publish or disclose any information, documents and materials described in paragraph 1.1.7 without first obtaining written permission from the <i>Owner</i>.</p> <p>GC 1.1.11 – Add new paragraph as follows:</p> <p>1.1.11 Any equipment, materials, and supplies provided by the <i>Owner</i> to the <i>Design-Builder</i> for use in the performance of this <i>Contract</i> shall remain the property of the <i>Owner</i> and shall be returned without cost to the <i>Owner</i> upon request.”</p>
PART 2 OWNER’S RESPONSIBILITIES	
GC 2.4 Role Of The Payment Certifier	<p>GC 2.4.7 Add the following to the end of paragraph 2.4.7:</p> <p>“If the <i>Payment Certifier</i> is the <i>Design-Builder’s Consultant</i> or <i>Other Consultant</i>, all certificates of payment shall be reviewed and approved by the <i>Owner</i> prior to issuance.”</p>
GC 2.6 Work By Owner Or Other Contractors	<p>GC 2.6.2.2 – Delete subparagraph 2.6.2.2 in its entirety.</p> <p>GC 2.6.3.4 – Add new subparagraph 2.6.3.4 as follows:</p> <p>“assume overall responsibility for other contractors and <i>Owner’s</i> own forces for compliance with the applicable health and construction safety legislation at the <i>Place of the Work</i>;”</p>

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES	
<p>GC 3.1 Control Of The Design Services And The Work</p>	<p>GC 3.1.2 – Add the following sentence to the end of paragraph 3.1.2:</p> <p>“The <i>Design-Builder</i> shall be responsible for any <i>Design Services</i> and <i>Work</i> not explicitly set out in the <i>Contract</i> but which may be reasonably implied for proper completion of the <i>Design Services</i> and the <i>Work</i>.”</p> <p>GC 3.1.4 – Add the following sentence to the end of paragraph 3.1.4:</p> <p>“Without limiting the generality of the foregoing, the <i>Design-Builder</i> shall ensure that the <i>Design-Builder's</i> contract with the <i>Consultant</i> shall incorporate terms and conditions which are consistent with paragraphs 1.1.7 to 1.1.11 of these Supplementary Conditions.”</p>
<p>GC 3.4 Other Consultants, Subcontractors And Suppliers</p>	<p>GC 3.4.2 - Add the following sentence to the end of paragraph 3.4.2:</p> <p>“The <i>Design-Builder</i> agrees not to change such <i>Other Consultants, Subcontractors</i> and <i>Suppliers</i> identified in writing without prior written approval of the <i>Owner</i>, which approval will not be unreasonably withheld.”</p>
<p>GC 3.5 Construction Documents</p>	<p>Add new paragraph 3.5.5 as follows:</p> <p>“3.5.5 The <i>Design-Builder</i> shall submit the following close-out documents to the <i>Owner</i> in the time specified unless otherwise provided in writing by the <i>Owner</i>:</p> <ul style="list-style-type: none"> .1 Initial O & M Manuals, for review by <i>Owner</i>, to be provided no later than thirty (30) calendar days after the date of <i>Substantial Performance of the Work</i>; .2 Complete O&M Manuals and As-Built Drawings to be provided fourteen (14) calendar days from receipt of <i>Owner's</i> feedback.”
<p>GC 3.7 Supervision</p>	<p>GC 3.7.1: Add the following sentence to the end of paragraph 3.7.1:</p> <p>“The appointed representative and any additional personnel representing the <i>Design-Builder</i>, and their roles and responsibilities for the work shall not be changed except for valid reason and with notification to the <i>Owner</i>.”</p>

<p>GC 3.8 Labour And Products</p>	<p>Add new paragraphs 3.8.4, 3.8.5 and 3.8.6 as follows:</p> <p>“3.8.4 All employees must wear identification badges, which shall include a photo of the employee, the company name and the first name of the employee.</p> <p>3.8.5 The <i>Owner</i> may request the <i>Design-Builder</i>, the <i>Consultant</i>, <i>Other Consultants</i>, <i>Subcontractors</i>, or any of their officers, employees or agents to undergo character, financial and security screening. The <i>Design-Builder</i> shall execute and deliver and shall cause its <i>Consultant</i>, <i>Other Consultants</i>, <i>Subcontractors</i> or any of their employees or agents to execute and deliver such consents and other documentation as may be reasonably required by the <i>Owner</i> to carry out the screening under this section. Criminal Record Searches, Child Abuse Registry Searches and Adult Abuse Registry Searches are required when the Manitoba Housing asset is occupied. Confirmation of screening requirements must be supplied when requested by the <i>Owner</i>. ”</p>
<p>GC 3.11 Non-Conforming Design And Defective Work</p>	<p>GC 3.11.2 – Add the following sentences to the end of paragraph 3.11.2:</p> <p>“The correction of defective work shall be at the <i>Design-Builder’s</i> expense. The <i>Design-Builder</i> shall rectify, in a manner acceptable to the <i>Owner</i>, and the <i>Design-Builder</i> shall prioritize the correction of any defective work so as not to interfere with, or derogate from, the construction schedule, provided that the <i>Design-Builder</i> shall prioritize the correction of any defective work that in the sole discretion of the <i>Owner</i> is determined to adversely affect the day to day operation of the <i>Owner</i>.”</p>
<p>PART 5 PAYMENT</p>	
<p>GC 5.1 Financing Information Required Of The Owner</p>	<p>GC 5.1 – Delete paragraphs 5.1.1 and 5.1.2 in their entirety and replace with:</p> <p>“Intentionally left blank”</p>
<p>GC 5.3 Progress Payment</p>	<p>GC 5.3.1.2 - Delete from the second line of paragraph 5.3.1.2, the words “calendar days” and replace with “Working Days”.</p>
	<p>GC 5.3.1.3 - Delete paragraph 5.3.1.3 in its entirety and replace with:</p> <p>“The <i>Owner</i> shall make payment to the <i>Design-Builder</i> on account as provided in Article A-5 of the Agreement - PAYMENT no later</p>

	than sixty (60) days after the <i>Payment Certifier</i> has issued a certificate of payment as contemplated by paragraph 5.3.1.2.”
GC 5.5 Payment Of Holdback Upon Substantial Performance Of The Work	GC 5.5.3 – Delete paragraph 5.5.3 in its entirety and replace with: “Intentionally left blank”
GC 5.7 Final Payment	GC 5.7.2 - Delete from paragraph 5.7.2 the words “calendar days” and replace with “ <i>Working Days</i> ”.
	GC 5.7.4 - Delete from the paragraph 5.7.4 the words “5 calendar days” and replace with “60 calendar days”.
PART 6 CHANGES IN THE CONTRACT	
GC 6.2 Change Order	<p>GC 6.2.1 Add at the end of paragraph 6.2.1:</p> <p>“The adjustment in <i>Contract Price</i> shall be determined by one or more of the following methods:</p> <ul style="list-style-type: none"> .1 by estimate in a lump sum; .2 by the unit prices and quantities and methods set out in the <i>Contract</i> or subsequently agreed upon; .3 by the actual costs of the change in the <i>Design Services</i> or the <i>Work</i> to the <i>Design-Builder</i> plus a fixed fee; .4 by the actual costs of the change in the <i>Design Services</i> or the <i>Work</i> to the <i>Design-Builder</i> plus the following ‘mark-ups’: <ul style="list-style-type: none"> (1) <i>Design-Builder</i>, overhead and profit, ten percent (10%) of the actual cost of the change in the <i>Design Services</i> or the <i>Work</i> undertaken by the <i>Design-Builder’s</i> own forces; (2) <i>Design-Builder</i>, overhead and profit, five percent (5%) of the actual cost of the change in the <i>Design Services</i> or the <i>Work</i> undertaken by the <i>Consultant, Other Consultants, a Subcontractor or a Supplier</i> plus the amount determined as set out in (3) below; (3) <i>Consultant, Other Consultants, Subcontractor or Supplier</i>, overhead and profit, ten percent (10%) of the actual cost of the change in the <i>Design Services</i> or the <i>Work</i> undertaken by the <i>Consultant, Other Consultants, a Subcontractor or a Supplier</i>.

	<p>The valuation of an adjustment shall be assessed based on actual costs as defined in paragraph 6.3.7 of GC 6.3 – CHANGE DIRECTIVE.”</p> <p>For the purpose of assessing the adjustment, the following items are to be included in the mark-up percentage as overhead costs and shall not be otherwise included as actual costs:</p> <ul style="list-style-type: none"> (4) Salaries, wages and benefits paid to personnel in the direct employ of the <i>Design-Builder</i> and its <i>Consultant, Other Consultants, Subcontractors</i> and <u><i>Suppliers</i></u>; (5) equipment and services required for the <i>Design-Builder’s</i> field office; (6) Vehicles and related costs; (7) Materials, supplies, <i>Construction Equipment, Temporary Work</i>, and hand tools not owned by the workers” <p>GC 6.2.4 – Add new paragraphs 6.2.4 and 6.2.5 as follows:</p> <p>“6.2.4 If a change in the <i>Design Services</i> or the <i>Work</i> results in a net decrease in the <i>Contract Price</i>, 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 <i>Design Services</i> or the <i>Work</i>, 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 <i>Design Services</i> or the <i>Work</i>.</p> <p>6.2.5 Where requested by the <i>Owner</i>, the <i>Design-Builder</i> shall promptly provide itemized labour and material cost and quantity breakdowns, subcontract costs, and other detailed information required to substantiate the <i>Design-Builder’s</i> claim for an adjustment in the <i>Contract Price</i> or <i>Contract Time</i>.”</p>
GC 6.3 Change Directive	GC 6.3.6 – Delete paragraph 6.3.6 in its entirety and replace with: “Intentionally left blank”
PART 7 DEFAULT NOTICE	
GC 7.1 Owner’s Right To Suspend The Design Services Or Terminate The Contract Before The Work Commences	GC 7.1.4 – Delete the second sentence of paragraph 7.1.4 and replace with: “Failing such an agreement, the <i>Owner</i> may terminate the <i>Contract</i> by giving the <i>Design-Builder Notice in Writing</i> to that effect, and the <i>Design-Builder</i> shall be entitled to be paid for all

	<p><i>Design Services</i> performed and for such other damages as the <i>Design-Builder</i> may have sustained, including reasonable profit, as a result of the termination of the <i>Contract</i>.”</p>
<p>GC 7.3 Design-Builder's Right To Suspend The Design Services Or Work, Or Terminate The Contract</p>	<p>GC 7.3.1 - Delete paragraph 7.3.1 in its entirety and replace with: “Intentionally left blank”</p>
	<p>GC 7.3.3.1 - Delete subparagraph 7.3.3.1 in its entirety and replace with: “Intentionally left blank”</p>
<p>Add GC 7.4 Termination Of Contract Without Default</p>	<p>Add new paragraphs 7.4.1, 7.4.2 and 7.4.3 as follows:</p> <p>“7.4.1 The <i>Owner</i> may terminate this <i>Contract</i> at any time by giving the <i>Design-Builder Notice in Writing</i> to that effect, notwithstanding the fact that the <i>Design-Builder</i> may not then be in default. In the event of such termination, the <i>Design-Builder</i> shall be entitled to be paid for all <i>Design Services</i> and <i>Work</i> performed including reasonable overhead and profit up to the date of termination. In addition, the <i>Design-Builder</i> shall be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on <i>Products</i> and <i>Construction Equipment</i>.</p> <p>7.4.2 The <i>Design-Builder</i> shall negotiate all agreements and contracts on terms that will enable the <i>Design-Builder</i> to cancel same upon conditions and terms which will minimize to the extent possible their cancellation and demobilization costs in the event of a termination of this <i>Contract</i>, and generally the <i>Design-Builder</i> shall cooperate with the <i>Owner</i> and do everything reasonably within its power at all times to minimize and reduce the amount of the <i>Owner's</i> obligations under paragraph 7.4.1.</p> <p>7.4.3 Upon notice of termination under paragraph 7.4.1, the <i>Design-Builder</i> shall be released from their liability or obligation under the <i>Contract Documents</i>, save and except those liabilities or obligations applying to that portion of the <i>Design Services</i> and <i>Work</i> completed prior to termination with respect to deficiencies and warranties.”</p>

PART 9 PROTECTION OF PERSONS AND PROPERTY	
GC 9.1 Protection of Work and Property	<p>Add new paragraph 9.1.5 as follows:</p> <p>“9.1.5 The <i>Design-Builder</i> is responsible for all additional security and the safety of the <i>Work</i>; this includes installation of a security fence around the perimeter of the construction zone, coordination of additional security and any costs associated with damage, vandalism or theft in the construction zone. Additional on-site security services must be communicated to and approved in writing by the <i>Owner</i>.”</p>
GC 9.4 Construction Safety	<p>GC 9.4.1 - Delete paragraph 9.4.1 in its entirety and replace with:</p> <p>“The <i>Design-Builder</i> shall be solely responsible for construction and workplace safety at the <i>Place of the Work</i> and at any other locations where the <i>Design-Builder’s</i> employees or <i>Subcontractors</i> may be undertaking the <i>Work</i> and for compliance with all laws, rules, regulations and practices required by the applicable construction and workplace safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the <i>Work</i>.”</p> <p>Add new paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5 and 9.4.6 as follows:</p> <p>9.4.2 The <i>Design-Builder</i> is the “prime contractor” for the <i>Work</i> at the <i>Place of the Work</i> and shall have all the duties and responsibilities of a prime contractor.</p> <p>9.4.3 For the purposes of clause 7(2)(a) of <i>The Workplace Safety and Health Act</i> (Manitoba), this <i>Contract</i> is a contract to serve as prime contractor.</p> <p>9.4.4 In addition to the role as prime contractor, the <i>Design-Builder</i> may also be an “employer” and “contractor”, as those roles are set out in <i>The Workplace Safety and Health Act</i> (Manitoba), and shall have all of the duties and responsibilities of an employer and contractor.</p> <p>9.4.5 Before commencing any work, the <i>Design-Builder</i> shall prepare and submit to the <i>Owner</i> a site safety plan that meets the requirements of <i>The Workplace Safety and Health Act</i>, C.C.S.M. c.W210. This plan shall include but is not limited to all items listed below:</p>

	<ul style="list-style-type: none"> .1 Hazard/Risk Assessment Practices and Procedures, including planned site safety inspections and accident/incident investigation procedures; .2 Site safety rules; .3 Outline of company safety training program; .4 Safety committee and/or site safety (toolbox) meeting program; and .5 Emergency response plan and procedures. <p>9.4.6 The <i>Design-Builder</i> and its <i>Subcontractors</i> (where applicable under The Province of Manitoba’s <i>Government Wide Contract Policy – Legislative and Safety Requirements</i>) shall maintain good standing in COR/SECOR certification through to <i>Project completion</i>.”</p>
PART 10 GOVERNING REGULATIONS	
GC 10.4 Workers Compensation	<p>GC 10.4.1 – Add the following to the end of paragraph GC 10.4.1:</p> <p>“10.4.1 Without limiting the generality of the foregoing, the evidence of compliance with <i>The Workers Compensation Act (Manitoba)</i>, C.C.S.M, c.W200 shall include a clearance letter from the Worker’s Compensation Board of Manitoba.”</p>
PART 11 INSURANCE - BONDS	
GC 11.1 Insurance	<p>GC 11.1.1 - Delete paragraphs 11.1.1 to 11.1.9 in their entirety and replace with the following:</p> <p>“11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, and unless the <i>Owner</i> and the <i>Design-Builder</i> agree to obtain project specific insurance, or higher insurance limits, the <i>Design-Builder</i> shall provide, maintain and pay for the minimum insurance coverages specified in GC 11.1 – INSURANCE.</p> <ul style="list-style-type: none"> .1 Commercial General Liability Insurance: <ul style="list-style-type: none"> Commercial general liability insurance for the Project, with limits of not less than \$2,000,000.00 per occurrence, an aggregate limit of not less than \$2,000,000.00 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000.00. The policy must include completed

	<p>operations hazards coverage, from the date of <i>Substantial Performance of the Work</i> on an ongoing basis for a period of 6 years, and include “sudden and accidental pollution liability coverage”, and must cover the <i>Design-Builder</i>, the <i>Consultant</i>, and <i>Other Consultants</i> and all <i>Subcontractors</i> involved with the <i>Design Services</i> or the <i>Work</i>. The <i>Owner’s Advisor</i>, the <i>Payment Certifier</i>, the <i>Owner</i> and its Ministers, officers, employees and agents shall be added as additional insureds with respect to this policy.</p> <p>.2 Errors and Omissions Insurance:</p> <p>The <i>Design-Builder</i> shall ensure that the <i>Consultant</i> and <i>Other Consultants</i> engaged in the performance of the <i>Design Services</i> each carry errors and omissions insurance that have limits of not less than \$2,000,000.00 per claim. The <i>Consultant</i> or <i>Other Consultants</i> found to be at fault will be responsible for the deductible amount. The policy shall be maintained continuously from the commencement of the <i>Contract</i> until 2 years after <i>Substantial Performance of the Work</i>.</p> <p>.3 Builder’s Risk Property Insurance</p> <p>Builder’s Risk "all risks" - Course of construction property insurance shall be in the joint names of the <i>Design-Builder</i>, the <i>Owner</i>, the <i>Consultant</i>, all <i>Other Consultants</i>, the <i>Owner’s Advisor</i>, the <i>Payment Certifier</i> and all <i>Subcontractors</i> involved with the <i>Work</i>, covering all <i>Project</i> structures and associated fixtures and equipment on a full replacement cost basis. This insurance shall include “all risks” equipment breakdown insurance covering pressure vessels, electrical equipment, heating and cooling equipment forming part of the <i>Project</i>. This insurance shall be provided from the date of commencement of the <i>Work</i> and maintained until ten (10) days after <i>Project</i> completion, including all testing and commissioning. The <i>Owner’s</i> financial interest in the property shall be shown in the policy.</p> <p>.4 Equipment Insurance</p> <p>The <i>Design-Builder</i> is responsible for insuring its <i>Construction Equipment</i> used by the <i>Design-Builder</i></p>
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	<p>for the performance of the <i>Work</i> and such insurance shall not allow subrogation claims against the <i>Owner</i>.</p> <p>11.1.2 The above insurance requirements are minimum requirements. It is the responsibility of the <i>Design-Builder</i> and its insurance advisors to ensure that the <i>Design-Builder</i> purchases insurance coverage that adequately protects the <i>Design-Builder</i> and its property.</p> <p>11.1.3 Unless otherwise stipulated, the duration of each insurance policy shall be from the date of the commencement of the <i>Design Services</i> or <i>Work</i> until <i>Project</i> completion.</p> <p>11.1.4 The <i>Design-Builder</i> shall provide the <i>Owner</i> with certificates of insurance with Manitoba Housing added as additional insured as written evidence of the above insurance coverage before commencing the <i>Design Services</i> or <i>Work</i> on the <i>Project</i>, unless previously provided by the <i>Design-Builder</i> as part of its Proposal submission.</p> <p>11.1.5 The <i>Design-Builder</i> shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the <i>Design-Builder's</i> responsibility by the terms of the <i>Contract</i>.</p> <p>11.1.6 If the <i>Design-Builder</i> fails to provide or maintain insurance as required by the <i>Contract Documents</i>, then the <i>Owner</i> shall have the right, but is under no obligation, to provide and maintain such insurance and give evidence to the <i>Design-Builder</i>. The <i>Design-Builder</i> shall pay the costs therefore to the <i>Owner</i> on demand or the <i>Owner</i> may deduct the cost from the amount which is due or may become due to the <i>Design-Builder</i>.</p> <p>11.1.7 All required insurance policies shall be with insurers acceptable to the <i>Owner</i> and licensed to write insurance in the Province of Manitoba.</p> <p>11.1.8 All policies provided by the <i>Design-Builder</i> shall require the insurer to endeavour to give the <i>Owner</i> and <i>Design-Builder</i> at least fifteen (15) days' prior written notice if by registered mail or at least five (5) days' prior written notice if personally delivered if it intends to cancel the policy. The</p>
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	<p><i>Design-Builder</i> shall provide <i>Notice in Writing</i> to the <i>Owner</i> of any change or amendment reducing coverage immediately upon being notified of same by the <i>Design Builder's</i> insurer. The <i>Design-Builder</i> agrees that it will not cancel, materially alter, cause or allow the insurance required under this <i>Contract</i> to lapse without giving thirty (30) days' prior <i>Notice in Writing</i> to the <i>Owner</i>.</p> <p>11.1.9 All insureds shall cooperate with the <i>Design-Builder</i> to comply with any reporting requirements of the insurance policies in order to maintain the policies in good standing, to give <i>Notice in Writing</i> of any incidents which may result in a claim or loss covered by the policies and to provide documentation necessary in the defence or settlement of claims.</p> <p>11.1.10 The <i>Design-Builder</i> shall ensure all <i>Subcontractors</i> performing the <i>Work</i> of this <i>Contract</i> maintain adequate insurance coverage.</p> <p>11.1.11 In the event of an accident, occurrence or loss that may result in a claim under any of the above policies, including injuries to the public, or loss or damage to the <i>Work</i>, the <i>Design-Builder</i> shall immediately report the incident, occurrence or loss in writing to the <i>Owner</i>.”</p>
<p>GC 11.2 Contract Security</p>	<p>Delete paragraphs 11.2.1 and 11.2.2 in their entirety and replace with:</p> <p>“11.2.1 The <i>Design-Builder</i> shall provide and maintain performance security until the expiration of the warranty period in the form of:</p> <ul style="list-style-type: none"> .1 a performance bond of a company registered to conduct the business of a surety in the Province of Manitoba, in the amount of fifty percent (50%) of the <i>Contract Price</i>; and .2 a labour and materials payment bond of a company registered to conduct the business of a surety in the Province of Manitoba, in the amount of fifty percent (50%) of the <i>Contract Price</i>. <p>11.2.2 The performance bond and the labour and material payment bond shall be written on a standard bond form, or on a form satisfactory to the <i>Owner</i>.</p>

	<p>11.2.3 The <i>Design-Builder</i> shall provide the <i>Owner</i> with the required performance security before commencement of the <i>Design Services</i> or <i>Work</i>.</p> <p>11.2.4 The <i>Design-Builder</i> shall post a copy of the labour and material bond in a conspicuous place at the <i>Place of Work</i> for the entire duration of the project.”</p>
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PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS AND WARRANTY

<p>GC 12.2 Indemnification</p>	<p>Delete paragraphs 12.2.1 to 12.2.6 in their entirety and replace with the following:</p> <p>“12.2.1 The <i>Design-Builder</i> shall save harmless and indemnify the <i>Owner</i> against all claims, by whomsoever brought, made or taken as a result of acts or omissions of the <i>Design-Builder</i>, the <i>Consultant</i>, or the <i>Design-Builder’s Other Consultants, Subcontractors</i>, employees or agents in the performance or purported performance of the <i>Design Services</i> or <i>Work</i>, and more particularly from:</p> <ol style="list-style-type: none"> .1 accidental injury to or death of any person whether retained by or in the employ of the <i>Design-Builder</i> or not, arising directly or indirectly by reason of the performance of the <i>Design Services</i> or <i>Work</i>, or by reason of any trespass on or damage to property; .2 damage to any property owned in whole or in part by the <i>Owner</i>, or which the <i>Owner</i> by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; .3 damage to, or trespass or encroachment upon, property owned by persons other than the <i>Owner</i>; .4 failure to pay and obtain a discharge of a notice of claim for lien served upon the <i>Owner</i> in accordance with the requirements of <i>The Builders’ Liens Act</i> (Manitoba); .5 failure to pay a workers’ compensation assessment, or federal or provincial taxes; .6 unauthorized use of any design, device, material or process covered by letters patent, copyright,
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	<p>trademark or trade name in connection with the <i>Design Services or Work</i>; and</p> <p>.7 inaccuracies in any information provided to the <i>Owner</i> by the <i>Design-Builder</i>.</p> <p>12.2.2 The <i>Owner</i> has the right, acting reasonably and upon <i>Notice in Writing</i> to the <i>Design-Builder</i>, to settle any such action, proceeding, claim or demand and charge the <i>Design-Builder</i> with the amount so paid or to be paid in effecting a settlement.</p> <p>12.2.3 The <i>Design-Builder</i> shall pay to the <i>Owner</i> the value of all legal fees and disbursements required to settle any such claim or to defend the <i>Owner</i> against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defense of the said action, proceeding, claim or demand was undertaken on behalf of the <i>Owner</i> by a salaried employee of the <i>Owner</i>.”</p>
GC 12.3 Limitation Of Liability For Design Services	<p>Delete paragraph 12.3.1 in its entirety and replace with:</p> <p>“Intentionally left blank”</p>
GC 12.4 Waiver Of Claims	<p>Delete paragraphs 12.4.1 to 12.4.10 in their entirety and replace with:</p> <p>“Intentionally left blank”</p>