

1. **GENERAL**

- a. The Supplemental General Conditions contained herein are typically more project specific and are intended to provide additional and/or supplementary information to the Contractor for preparation of the Tender Document and for execution of the Work under the Contract. These Supplemental General Conditions form a part of the Contract Documents making up the Agreement to be executed by the Owner and the successful Bidder.
- b. Further to Section 00 72 00 – General Conditions, the following will also apply.

SGC 4. COPIES FURNISHED

- 4.1 The Contractor shall comply with the Electronic Data License attached as Appendix "H". The Contractor shall require all Subcontractors and Suppliers to execute and comply with the Electronic Data License. **[Add or remove as required]**

SGC 8. OFFICE FACILITIES FOR THE ENGINEER

- 8.1 The Contractor shall be responsible for providing a temporary weatherproof office for the Engineer during the performance of the Work. The office shall be separate from the Contractor's office and shall have minimum floor area of twenty (20) square metres; the Contractor shall provide a telephone, high speed internet connection, electric light and reasonable heat and shall pay the rental and monthly rates for the use of such utilities, except that the Contractor shall not be required to pay long distance telephone charges. The Contractor shall also supply writing desks, layout tables and chairs, shelves, and a cylinder lock with two (2) keys for the entrance door. **[Add or remove as required]**

SGC 11. SCHEDULING AND DELAYS

- 11.1 **Placeholder for milestone dates, if needed.**

SGC 13. LIQUIDATED DAMAGES

- 13.1 The Contractor is to pay the Owner the sum of \$ _____ Dollars as liquidated damages and not as a penalty for each Day the Substantial Performance of the Work remains uncompleted after the Completion Date, the said sum being a fair estimate of the actual damages the Owner will incur if the Work is not completed by the Completion Date. Liquidated damages will not be calculated from November 16, **[YEAR]** through April 30, **[FOLLOWING YEAR]**. Commencing May 1, **[FOLLOWING YEAR]**, the Contractor is to pay the Owner the sum of \$ **[PREVIOUS RATE * 1.5]** Dollars as liquidated damages and not as a penalty for each Day the Substantial Performance of the Work remains uncompleted.

SGC 27. SAFETY, PROTECTION OF THE WORK AND PROPERTY, AND TRAFFIC ACCOMODATION

- 27.1 Notwithstanding GC 27.9.1, a Traffic Accommodation Strategy is required for all parts of the Work, excluding milling and concrete work. **[Add or remove as required]**

SGC 37. COMPLETION **[Add or remove as required]**

- 37.1 When the Engineer finds that Substantial Performance of the Work has been reached, the Engineer shall issue a Certificate of Substantial Performance. If the Engineer determines that Substantial Performance of the Work has not been achieved, the Contractor shall perform the work required to achieve Substantial Performance of the Work and thereafter provide the

Engineer with another application for a Certificate of Substantial Performance. This process shall be repeated until a Certificate of Substantial Performance is issued in accordance with GC 37.2. Additional costs, if any, incurred by the Owner for processing any second or subsequent application shall be borne by the Contractor, shall be due on demand, and may be deducted and retained by the Owner from any payment then or thereafter due to the Contractor under this Contract.

37.2 The Engineer shall state the date of Substantial Performance of the Work in the Certificate of Substantial performance.

37.3 Immediately following the issuance of the Certificate of Substantial Performance, the Contractor, in consultation with the Engineer shall establish a reasonable date for finishing the Work.

37.4 Concurrently with the issuance of the Certificate of Substantial Performance, the Engineer shall prepare a written list of items of the Work to be corrected and/or completed that were apparent to it in its inspection and assessment of the Work. The issuance of this list does not relieve the Contractor from its obligation to correct and/or complete all defects and deficiencies in the performance of the Contract as provided for in GC 37. In addition to the monies to be held back in accordance with Clause 4 of the Agreement, the Owner may hold back monies equal to two (2) times the cost, as estimated by the Engineer, to correct and/or complete the items appearing in the said list from the net payment to be made following the issuance of the Certificate of Substantial Performance. As defects and deficiencies on the Engineer's list are remedied, the holdback monies corresponding to such defects and deficiencies shall be released to the Contractor. If the Contractor should fail to correct and/or complete such items within a reasonable time, the Owner may use the monies held back for defects and deficiencies to correct and/or complete such items.

SGC 45. INSURANCE

45.1 Delete Clause 45.1.4 of Section 00 72 00 – General Conditions. **[Add or remove as required]**

45.2 Delete Clause 45.1.5 of Section 00 72 00 – General Conditions. **[Add or Remove as required]**

SGC #. SGC DESCRIPTION **[Add or remove as required]**

XX.X Supplemental General Conditions specifications.

END OF SECTION