



MANITOBA HOUSING  
**SUPPLEMENTAL CONDITIONS**  
 Contract #

<b>GENERAL</b>	
1. CONSTRUCTION MANAGEMENT CONTRACT FOR SERVICES CCDC5A-2010	The Construction Management contract for this project is the standard Construction Document- CCDC5A 2010, Construction Management Contract for Services.
2. CCDC5A-2010 SUPPLEMENTAL CONDITIONS	The following supplements modify, delete from or add to the “Agreement between <i>Owner</i> and <i>Construction Manager</i> ”, the “Definitions” and “The General Conditions of the Construction Management Contract for Services” as noted above. Where any Article or General Condition is modified or any paragraph, subparagraph or sentence thereof is modified or deleted by these supplements, the unaltered portions shall remain in effect.
3. PART OF CONTRACT	These Supplemental Conditions form part of the CCDC5A-2010 contract for the “ <i>Services</i> ”.
4. MANITOBA HOUSING CONTRACT ADMINISTRATOR AND PROJECT MANAGER	Add the following: Contract Administrator is: Name Phone Email Project Manager is: Name Phone Email
<b>AGREEMENT BETWEEN OWNER AND CONTRACTOR</b>	
ARTICLE A-5 COMPENSATION FOR SERVICES	5.3 Add “The <i>Owner’s</i> obligation to reimburse the <i>Construction Manager</i> for any expenses shall be subject to the indemnity provisions set out in this <i>Contract</i> . The <i>Owner</i> will not reimburse the <i>Construction Manager</i> for any expenses which are recoverable by the <i>Construction Manager</i> under the applicable insurance or bonding for this <i>Contract</i> as set out in PART 8 – INSURANCE AND BONDING.”
ARTICLE A-6 PAYMENT:	6.2 Delete entire paragraph
ARTICLE A-8 LANGUAGE OF THE CONTRACT	8.1. Delete “ French #”
<b>SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION</b>	
2. CONSTRUCTION	2.6 Payments to Trade Contractors and Suppliers .2 (1) Delete “and issue certificates for payment”

<b>DEFINITIONS</b>	
OWNER	Add "The <i>Owner</i> shall mean Manitoba Housing and Renewal Corporation (MHRC), which also operates under the business name "Manitoba Housing".
VALUE ADDED TAXES	Delete entire paragraph.  Add "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."
<b>PART 1 GENERAL PROVISIONS</b>	
GC 1.1 CONTRACT DOCUMENTS	1.1.1 Delete .1 and replace with: .1 "the order of priority of documents, from highest to lowest shall be: <ul style="list-style-type: none"> <li>• these Supplementary Conditions to the Standard Construction Document, CCDC 5A – 2011, Construction Management Contract – for Services,</li> <li>• the Agreement between the <i>Owner</i> and the <i>Construction Manager</i> (including the Schedules to the Agreement,</li> <li>• the Definitions,</li> <li>• the General Conditions.</li> </ul>
GC 1.3 RIGHTS AND REMEDIES	Add 1.3.3 Add: "The <i>Owner</i> reserves the right to require competitive bids for any and all components of the <i>Work</i> ."
<b>PART 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES</b>	
ADD GC 2.2 CONSTRUCTION SAFETY	Add: 2.2.1 For the purposes of <i>The Workplace Safety and Health Act</i> (Manitoba), the <i>Construction Manager</i> shall be the "prime contractor" for the <i>Work</i> during the Construction Phase of the <i>Project</i> at the <i>Place of the Project</i> and shall have all of the duties and responsibilities of a prime contractor under that Act.  2.2.2 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.  2.2.3 In addition to the role as prime contractor, the <i>Construction Manager</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.  2.2.4 The <i>Construction Manager</i> shall be solely responsible for construction and workplace safety at the <i>Place of the Project</i> and at any other locations where the <i>Construction Manager's</i> personnel may be undertaking the <i>Services</i> or where the <i>Trade Contractors</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>Services</i> and the <i>Work</i> .  2.2.5 Before any <i>Work</i> is commenced, the <i>Construction Manager</i>

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	<p>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> (Manitoba).</p> <p>2.2.6 The <i>Construction Manager</i> shall comply with the COR requirements as required by the RFP.</p>
ADD GC 2.3 TRADE CONTRACTS	<p>Add:</p> <p>2.3.1 The <i>Construction Manager</i> shall, when authorized to do so by the <i>Owner</i>, prepare contracts between the <i>Owner</i> and the <i>Trade Contractors</i> for the <i>Work</i> to be done by <i>Trade Contractors</i>, and will enter into such contracts without personal liability therefore acting as agent for the <i>Owner</i>. Any amendments to the said contracts, if agreed to by the <i>Construction Manager</i>, will also be entered into by the <i>Construction Manager</i> as agent for the <i>Owner</i> and the <i>Owner</i> agrees not to amend such contracts while this <i>Agreement</i> is in force.</p> <p>2.3.2 Using its knowledge, expertise and experience in the construction management services field, the <i>Construction Manager</i> agrees to ensure that the said contracts contain appropriate and usual terms and conditions for contracts of this kind and magnitude, and that all amendments agreed to by the <i>Construction Manager</i> are consistent with the foregoing principles.</p>
<b>PART 3 OWNER'S RESPONSIBILITIES</b>	
GC 3.1 PROVISIONS OF INFORMATION AND OBLIGATIONS	<p>3.1.1.5 Delete entire sentence.</p> <p>3.1.1.7 Delete entire sentence.</p> <p>3.1.1.10 Add "except where the <i>Owner</i> has expressly advised the <i>Construction Manager</i> that it is not certifying the accuracy of the information provided, in which case the <i>Construction Manager</i> will be responsible for satisfying itself as to the accuracy thereof. Where the <i>Owner</i> has advised the <i>Construction Manager</i> that it is not certifying the accuracy of the information provided, the <i>Construction Manager</i>, acting reasonably and only with the prior written approval of the <i>Owner</i>, may commission such third party reports to satisfy itself with the accuracy of the information and such third party reports shall be considered a reimbursable expense of the <i>Construction Manager</i> under this <i>Contract</i>."</p> <p>3.1.13 Delete entire sentence.</p> <p>3.1.2 Delete entire sentence.</p>
<b>PART 4 PAYMENT</b>	
GC 4.1 APPLICATIONS FOR PAYMENT	<p>4.1.3 Add: "Applications for payment must be accompanied by such supporting documents, vouchers, statements, receipts and invoices as may be requested by the <i>Payment Certifier</i> or <i>Owner</i>."</p>
GC 4.2 PAYMENT	<p>4.2.1 Change: "no later than 20 calendar days following the date of receipt" to "on or before 30 calendar days".</p>

ADD GC 4.3 RIGHT OF SET OFF	4.3.1 Add: "Without restricting any right of set-off given or implied by law, the <i>Owner</i> may set-off against any amounts payable under this Agreement any amount including expenses and damages owing to the <i>Owner</i> by the <i>Construction Manager</i> ."
ADD GC 4.4 RECORDS AND AUDIT	<p>Add:</p> <p>4.4.1 "The <i>Construction Manager</i> shall preserve the accounting records, financial documents and other records relating to any <i>Services</i>, <i>Work</i> and to the <i>Project</i> until at least <b>three (3)</b> years after the <i>Project In-Use Date</i>.</p> <p>4.4.2 "The <i>Construction Manager</i> agrees that all accounting, financial documents and other records relating to any <i>Services</i>, <i>Work</i> and to the <i>Project</i> shall be kept available and produced upon reasonable notice while this Agreement is in effect, and until at least <b>three (3)</b> years after the <i>Project In-Use Date</i>, for inspection and audit by the <i>Owner</i> and its representatives and auditors. The <i>Construction Manager</i> shall provide reasonable facilities for such inspections and audit, and shall, at the cost and expense of the party requesting same, provide copies of and extracts from the accounts, financial documents and other records as are requested, and shall provide such other information as may be reasonably requested by the <i>Owner</i>, or its representatives and auditors, from time to time."</p>
GC 6.1 OWNER'S RIGHT TO TERMINATE THE CONTRACT	<p>6.1.5 Add: "The <i>Owner</i> shall be entitled to, without prejudice to any other rights or remedies the <i>Owner</i> may have with respect to the default by the <i>Construction Manager</i> giving rise to such termination, withhold from any payment due to the <i>Construction Manager</i> under this paragraph 6.1.5, the <i>Owner's</i> estimated cost of correcting any default of the <i>Construction Manager</i> and of replacing the <i>Construction Manager</i> in order to complete the <i>Construction Manager's</i> services for the <i>Project</i> and the <i>Owner</i> shall be entitled to apply such amounts towards such costs."</p> <p>6.1.8.2 Delete and replace with: "The <i>Construction Manager</i> will be entitled to reasonable wind-down costs actually incurred by the <i>Construction Manager</i>, but in no event will the <i>Owner</i> be liable to pay any amount on account of lost profits or other indirect costs."</p>
GC 6.2 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE THE CONTRACT	<p>6.2.1 Add: "except where the <i>Owner</i> has a bona fide claim for setoff," after the words "Article A-5 – COMPENSATION FOR SERVICES" in the second line in paragraph 6.2.1.</p> <p>6.2.3.2 Delete complete paragraph and replace with:          "The <i>Construction Manager</i> will be entitled to reasonable wind-down costs actually incurred by the <i>Construction Manager</i>, but in no event will the <i>Owner</i> be liable to pay any amount on account of lost profits or other indirect costs."</p>
<b>PART 8 INSURANCE</b>	
GC 8.1 INSURANCE	8.1.4 Change: "on an ongoing basis for a period of 6 years" to "on an ongoing basis for a period of 2 years".

**PART 9 INDEMNIFICATION AND WAIVER OF CLAIMS**

<p>GC 9.1 INDEMNIFICATION</p>	<p>9.1.1 Delete complete paragraph and replace with:</p> <p>9.1.1.1 “The <i>Construction Manager</i> shall be legally responsible for and shall indemnify and save the <i>Owner</i> harmless from and against, all liability, actions, claims, losses, costs and expenses which may be brought against or suffered by the <i>Owner</i> and which the <i>Owner</i> may incur, sustain or pay arising out of or in connection with:</p> <ol style="list-style-type: none"> <li>(1) the negligence or willful misconduct of the <i>Construction Manager</i> and its directors, officers, employees, agents, servants, contractors and subcontractors, arising out of or incidental to this <i>Contract</i>, or</li> <li>(2) a breach by the <i>Construction Manager</i> of any of the terms and conditions set forth in this <i>Contract</i>,</li> </ol> <p>Except to the extent that such losses or damages results from the negligence or willful misconduct of the <i>Owner</i>, or its directors, officers, employees, agents, servants, contractors and subcontractors.</p> <p>9.1.1.2 “The <i>Owner</i> shall be legally responsible for and shall indemnify and save the <i>Construction Manager</i> harmless from and against, all liability, actions, claims, losses, costs and expenses which may be brought against or suffered by the <i>Construction Manager</i> and which the <i>Construction Manager</i> may incur, sustain or pay arising out of or in connection with:</p> <ol style="list-style-type: none"> <li>(1) any negligence or breach of a contract by any <i>Trade Contractor</i>,</li> <li>(2) the negligence or willful misconduct of the <i>Owner</i> and its directors, officers, employees, agents, servants, contractors and subcontractors, arising out of or incidental to this <i>Contract</i>; or</li> <li>(3) a breach by the <i>Owner</i> of any of the terms and conditions set forth in this <i>Contract</i>,</li> </ol> <p>Except to the extent that such losses or damages results from the negligence or willful misconduct of the <i>Construction Manager</i>, or its directors, officers, employees, agents, servants, contractors and subcontractors.”</p> <p>9.1.2.2 Delete entire paragraph and replace with:</p> <p>“In respect to losses suffered by the <i>Owner</i> and the <i>Construction Manager</i> for which insurance is not required to be provided by either party in accordance with GC 8.1 – INSURANCE, the greater of the <i>Construction Manager’s</i> compensation as recorded in Article A-5 of the Agreement – COMPENSATION FOR SERVICES, or \$5,000,000.00.”</p>
<p>GC 9.2 WAIVER OF CLAIMS</p>	<p>Delete entire 9.2</p>