



TENDER FOR

Contract No. 220063A

St-Eugene Community Center

1161 Labrosse Street

St-Eugene, Ontario



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PART 1: TENDER CALL

All work anticipated within the Request for Tender (RFT) is dependent on approval. Therefore, you are advised that, although **The Township of East Hawkesbury** has every confidence that all or a portion of the works described herein will in fact proceed, no guarantee to that effect is offered, and in fact this RFT may not result in a contract award at all.

The Township of East Hawkesbury (after this called the "Owner") invites Tenders for:

Contract Number: **220063A**
Contract Description: **St-Eugene Community Center**

Tenders shall be addressed and delivered to:

Lascelles Engineering and Associates Ltd.
Hawkesbury Office
1010 Spence Avenue, Suite 14
Hawkesbury, Ontario
K6A 3H9

Tenders shall be received until:

3:00 p.m. local time
Monday June 6th, 2022

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

There is no job site meeting scheduled but potential tenderers are welcomed to visit the site.

PART 2: TENDER CONDITIONS

2.0 Definitions

2.0.1 Wherever the word “Owner” appears in the Contract Documents, it may be interpreted as meaning **The Township of East Hawkesbury**.

2.0.2 Wherever the word “Engineer” appears in this Contract, it shall be interpreted as meaning the Consulting Engineer(s), **Lascelles Engineering and Associates Ltd. or Morris Engineering Ltd.** Wherever the word “Architect” appears in this Contract, it shall be interpreted as meaning **Open Plan Architects Inc.**

2.0.3 Wherever the word “City, Municipality or Authority” appears in this Contract, it shall be interpreted as meaning **The Township of East Hawkesbury**.

2.1 Completion and Submissions of Tenders

2.1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.

2.1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.

2.1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.

2.1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.

2.1.5 The Tenderer shall submit its Tender by the date and time specified in Part 1 of the Tender.

2.1.6 The Tenderer shall submit to the Owner:

- i) Part 3: Form of Tender;
- ii) the Tender deposit;
- iii) contract specific submissions (blank if not applicable)

2.1.7 The Tenderer shall submit the Tender on the forms in an opaque envelope properly identified with the contract number, name and due date, and the Tenderer shall seal the envelope.

2.1.8 Tender irregularities will be dealt with as described in this section.

Late Bids	Automatic Rejection, not read publicly, returned unopened to the bidder.
Unsealed envelopes	Automatic Rejection, not read publicly, returned unopened to the bidder.
Incomplete Bids (partial bids, all required items not bid)	Automatic Rejection, unless in the opinion of the Engineer, the nature of the missing information does not impact the ability of the Owner to conduct a fair, competitive evaluation.
Qualified Bids (bids qualified or restricted by a written statement, whether within the form of tender or included as an attachment)	Automatic Rejection, unless in the opinion of the Engineer, the qualification or restriction is trivial or insignificant.

Bids received on documents other than those provided by the Lascelles Engineering and Associates Limited.	Automatic Rejection, unless in the opinion of the Engineer, the intention of the bidder is clear, and the bid submission details do not deviate in any material manner from those provided by the Engineer.
Mistakes in Tendering - On the application of the bidder, and the clear demonstration of an error in the tender, or in the bidder's calculation sheets.	Following consultation with the bidder and the Owner, the Engineer may allow the bidder to withdraw the bid, in writing, without financial penalty.
Other Irregularities	The Engineer shall have authority to waive irregularities which are considered to be trivial or insignificant.
Any Irregularity	Despite any provisions herein contained, the Engineer may waive any irregularity, where, in its sole opinion, considers it to be in the best interests of the Owner.
No bid deposit, cheque not certified, or not an original financial security (e.g. a photocopy or a facsimile of a financial security).	Automatic Rejection
Insufficient financial security	Automatic Rejection, unless in the opinion of the Engineer, the insufficiency in the financial security is trivial or insignificant.
Signature and/or corporate seal of contractor, or of bonding company, or both, are missing from bid bond.	A Bid bond must be executed (signed) by both the Principal (contractor) and surety (bonding company) to be valid. If either signature is missing, the response is automatic rejection. If one or both corporate seals are missing, the bond is still considered to be valid, and no additional action is required.
Bids not executed in non-erasable medium. Electronic signatures are acceptable.	Automatic Rejection
Bid document missing signature of authorized representative, whether corporate seal affixed, or not.	Automatic Rejection
Bid documents in which all addenda issued have not been acknowledged.	Automatic Rejection, unless in the opinion of the Engineer, the addenda do not significantly impact the bid, in which case the bidder will be given 48 hours to formally acknowledge the addenda, with no change permitted to the original financial bid.
Uninitialed changes to the bid document which are in the opinion of the Lascelles Engineering and Associates Limited, trivial in nature.	After official notification from the Engineer, the bidder has 48 hours to rectify the situation and initial any changes.
Uninitialed changes to the unit prices in the price schedule, and the contract totals are consistent with the price as amended.	After official notification from the Engineer, the bidder has 48 hours to initial the changes.
Other mathematical errors which are not consistent with the unit prices	After official notification from Engineer, the bidder has 48 hours to rectify the situation and initial any changes.
Extension error, based on quantity provided in bid document, and unit rate provided by bidder	Mathematical error corrected by the Engineer, the bidder has 48 hours to acknowledge and initial any changes. In cases where the total extended price can be confirmed by the Engineer with reasonable certainty, in comparison to other bid prices and historical experience, the unit rate will be corrected by the Engineer. The bidder has 48 hours to accept and initial any changes.
Uninitialed changes to the unit prices in the price schedule, and the contract totals are not consistent with the price as amended.	Automatic Rejection

2.1.9 All inquiries/questions regarding this Request for Tender (RFT) are to be directed to Mr. Mario Elie at Lascelles Engineering and Associates Ltd. Inquiries must be received by email (melie@lascelleseng.com) no later than **Friday May 27th, 2022**. All inquiries received, and the answers as provided by the Engineer will be provided to all Tenderer's by way of written addendum, no later than **Wednesday June 1st, 2022**. Without naming the source of the inquiry.

2.2 Tender Deposit

2.2.1 At the time of tendering, the Tenderer shall submit, with its Tender, a deposit in the form a bid bond signed and sealed by the Tenderer's surety in favour of **The Township of East Hawkesbury**. The Tender deposit must be an original and shall equal at least ten percent (10%) of the total Tender price.

2.2.2 The Owner shall not pay interest on Tender deposits.

2.2.3 The Owner shall retain the Tender deposit of the successful Tenderer until:

- i) the successful Tenderer has executed the Form of Agreement in accordance with Section 2.14 and Section 2.18 of the Tender; and
- ii) the successful Tenderer has provided all bonding and other documents in accordance with Section 2.12 and Section 2.18 of the Tender.

2.2.4 The Owner shall return the deposits of unsuccessful Tenderers at a time determined by the Owner.

2.2.5 Bid Bond Requirement. Bid Bonds must be from a Surety Company, authorized by law to carry on business in the Province of Ontario. No interest shall be payable on any Bid Deposit.

2.3 Basis of Award

2.3.1 The Owner intends to award a contract to the bidder who submits the "lowest responsive bid", as defined by Section 2.1 of the Tender, by Total Tender Price. Upon formal notification of award, the bidder shall thereafter be known as the Contractor.

2.4 Addenda

2.4.1 The Tenderer shall ensure that its name and address for receipt of addenda are included on Engineer's list of firms to whom addenda to this Contract, if any, are to be sent. Inclusion on the Engineer's list does not absolve the Tenderer of its responsibilities set out in Section 2.8 of the Tender.

2.4.2 The Tenderer shall ensure that all addenda issued are acknowledged and listed under Section 3.0 of the Tender.

2.5 Irregular Tenders

2.5.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

2.6 Unbalanced Tenders

2.6.1 The Tenderer shall not submit an unbalanced Tender.

2.6.2 The Owner shall have the right to:

- i) deem a Tender to be unbalanced; and
- ii) reject a Tender which it deems to be unbalanced.

2.7 Collusion

2.7.1 The Tenderer shall not engage in collusion of any sort and shall:

- i) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
- ii) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

2.8 Right to Accept or Reject Tenders

2.8.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:

- i) accept any Tender;
- ii) reject any Tender; and
- ii) reject all Tenders.

2.8.2 Without limiting the generality of Section 2.8.1, the Owner shall have the right to:

- i) accept an irregular Tender;
- ii) accept a Tender which is not the lowest Tender; and
- iii) reject a Tender even if it is the only Tender received by the Owner.

2.8.3 Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

2.9 Contract Documents

2.9.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the Owner pertaining to this Contract.

2.10 Errors, Omissions and Discrepancies in the Contract Documents

2.10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Engineer at the address specified in Part I of the Tender, or the Contract Administrator.

2.10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

2.11 Irrevocability of Offer

2.11.1 The Tenderer shall not revoke its offer until after the expiration of **sixty (60)** days after the opening of Tenders by the Owner.

2.11.2 If the Tenderer revokes its offer prior to the expiration of **sixty (60)** days after the Tender opening, the Tenderer shall forfeit its Tender deposit, but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

2.12 Successful Tenderer – Bonds

2.12.1 The successful Tenderer and its surety shall provide:

- i) a performance bond signed and sealed by the Tenderer's surety in the amount of at least fifty percent (50%) of the total Tender price.; and
- ii) a labour and material payment bond signed and sealed by the Tenderer's surety; each in the amount of at least fifty percent (50%) of the total Tender price.

2.12.2 The surety of the successful Tenderer and the bonds referred to in Section 2.12.1 must be originals and shall be to the satisfaction of the Owner.

2.12.3 The successful Tenderer may reduce the quantum of the performance bonds to twenty percent (20%) of the total Tender price at the start of the warranty period described in Section GC 12.3 in CCDC 2.

2.13 Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance

2.13.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner.

2.14 Successful Tenderer - Execution of Form of Agreement

2.14.1 The successful Tenderer shall execute in accordance with Section 2.1, in triplicate, the Form of Agreement provided in the Contract Documents.

2.14.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

2.15 Successful Tenderer – Insurance

2.15.1 The successful Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC 11.1 in CCDC 2.

2.15.3 The Contractor shall carry insurance, pursuant to Section GC 11.1 in CCDC 2 which names the following as additional insureds:

The Township of East Hawkesbury	5151 County Road 14, P.O. Box 340 St-Eugene, Ontario
Lascelles Engineering and Associates Ltd.	1010 Spence Avenue, Suite 14, Hawkesbury, Ontario
Open Plan Architects Inc.	2305 Hillary Avenue Ottawa, Ontario
MORRIS Engineering Ltd.	7163 Highway 42 Brockville, Ontario

2.16 Successful Tenderer - Time for Substantial Performance and Completion

2.16.1 The successful Tenderer shall **Substantially Perform** the Work as defined by Construction Act, R.S.O. 1990, c. C.30, as amended, by **Friday December 9th, 2022** and this shall be the first date used for the calculation of Liquidated Damages as per Section 2.16.

2.16.2 The successful Tenderer shall **Complete** the Work as defined in Section GC 12.1 in CCDC 2 by **Friday December 30th, 2022** and this shall be the second date used for the calculation of Liquidated Damages as per Section 2.17.

2.16.3 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be complete 30 calendar days after the opening of Tenders by the Owner, and then the Commence Work Order will be issued 3 business days after the Contract Award is complete. Milestone dates associated with the Contract will be adjusted, when possible, due to any delays caused by the Owner during the Contract Award and/or issuance of the Commence Work Order.

2.17 Successful Tenderer - Liquidated Damages

2.17.1 Supplemental to Section GC 6.5 of CCDC 2, the Contractor recognizes and agrees that the Owner will suffer a financial loss if the Work is not completed within the time prescribed by the Contract. The Contractor also recognizes the delays, expenses and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Contractor agrees that as liquidated damages for delay (but not as penalty) the Contractor shall pay the Owner an amount per day, as designated in the Special Conditions of Contract for each and every day's delay from the specified time for Ready-for-Takeover until the actual date of Ready-for-Takeover, and it is further expressly acknowledged and agreed by the Contractor that:

- a) this amount is a reasonable estimate of the actual damages that will be incurred by the Owner due to any failure to attain Ready-for-Takeover within the time required by this Contract;
- b) the Owner may deduct the amount due under this section from any monies that may be due or payable to the Contractor, whether under the Contract or any other agreement; and,

- c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the Owner is entitled at law or in equity.

2.17.2 In the event that paragraph 2.17.1 is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the Contractor shall be held responsible for the payment of the Owner's actual costs associated with the delay in achieving Ready-for-Takeover. The Owner's costs will include, but are not limited to, all costs directly or indirectly associated with the delay in the completion of the Work by the Contractor. The liquidated damages shall be in the amount of:

ONE THOUSAND DOLLARS (\$1,000.00) per calendar day beyond the dates outlined for Substantial Performance and Completion, as determined in Section 2.16.

2.18 Successful Tenderer - Submission of Documentation

2.18.1 The successful Tenderer shall submit the documentation required by Sections 2.12, 2.13, 2.14, 2.15 and Supplementary Conditions (Contractor Health and Safety) within seven working days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

2.18.2 If the successful Tenderer fails to comply with Section 2.18.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

2.19 Successful Tenderer - Commencement of the Work

2.19.1 The successful Tenderer shall not commence the Work until it has received a Commence Work Order issued by the Owner.

PART 3: FORM OF TENDER

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER

TELEPHONE NUMBER

FAX NUMBER

E-MAIL

Hereafter called the "Tenderer".

3.0 Contract Documents

3.0.1 The Contract Documents for **Contract Number 220063A** are:

a) Tender:

- i) Part 1: Tender Call,
- ii) Part 2: Tender Conditions, and
- iii) Part 3: Form of Tender.

b) CCDC 2 – Stipulated Price Contract – 2020

c) CCDC 41 – Insurance Requirements - 2020

d) CCDC 01 - Master Specification for Division 01 – General Requirements - 2020

e) Special Provisions – General

f) Drawings:

- Site Plan - Proposed Community Center – Prepared by Lascelles Engineering and Associates Ltd. – Issued for Tender May 20, 2022
- Architectural Plans - Proposed Community Center – Prepared by Open Plan Architects inc. – Issued for Building Permit and Tender May 20, 2022
- Structural Plans - Proposed Community Center – Prepared by Lascelles Engineering and Associates Ltd. – Issued for Tender May 20, 2022

- Mechanical & Electrical Plans - Proposed Community Center – Prepared by Morris Engineering Ltd. – Issued for Tender May 19, 2022
- Geotechnical Investigation - Proposed Community Center – Prepared by Lascelles Engineering and Associates Ltd. – Report Dated May 2022
- Topographic Plan of Survey - Prepared by Arpentages Schultz Barrette Surveying – Dated May 9, 2022

g) All Addenda issued pertaining to the Contract.

Addendum No. ____ dated _____, 20____, No. of Pages ____
Addendum No. ____ dated _____, 20____, No. of Pages ____
Addendum No. ____ dated _____, 20____, No. of Pages ____
Addendum No. ____ dated _____, 20____, No. of Pages ____
Addendum No. ____ dated _____, 20____, No. of Pages ____

3.1 Tenderer's Declarations

3.1.1 The Tenderer declares that it has obtained and read the Contract Documents.

3.1.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

3.1.3 Without limiting the generality of Section 3.1.2, the Tenderer declares that it has, at the time of tendering, fulfilled all those obligations under the Contract which are required to be fulfilled by the time of tendering.

3.1.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

TENDER SUMMARY

DESCRIPTION	TOTALS
Architectural, Structural, Foundations & Roofing	
Mechanical	
Electrical	
Exterior Concrete Sidewalk/Ramp	
Allowance for Lighting (18 fixtures for assembly hall and exterior lighting).	\$5,000.00
Allowance for Kitchen (cabinets, counters, shelves, etc.)	\$30,000.00
Allowance for Bar (cabinets, counters, shelves, etc.)	\$35,000.00
Sub-Total	
HST	
TOTAL TENDER AMOUNT	

LABOUR RATES FOR EXTRA WORK

DESCRIPTION	RATES (HST EXCLUDED)

The Contractor further agrees that all extra work not provided for in the base bid shall be based on the above actual cost of labour and materials plus 10 percent or on negotiated prices.

The Contractor further agrees to provide credit for omission of work based on the actual cost used to determine the total tender bid without any provisions for profit and overhead.

SUB-CONTRACTORS

The following list of Sub-contractors will be carrying out part of this Contract.

NAME OF SUB-CONTRACTOR	ADDRESS	LIST OF WORK TO BE COMPLETED BY SUB-CONTRACTOR

3.2 Tenderer's Offer

3.2.1 The Tenderer offers to do the work in accordance with the Contract Documents and the Drawings prepared for this project.

3.2.2 The Tenderer offers to do the work and to accept payment as per lump sum price specified in the Schedule of Prices in Section 3.3 of the Tender, in accordance with the Contract Documents.

Irregularities will be governed by Section 2.0 of the Tender.

3.2.3 The Total Tender Price is:

_____ DOLLARS
(\$ _____)

Contractor's HST Registration Number: _____

3.3 Schedule of Prices

3.3.1 The Schedule of Prices attached is composed of pages 11.

This offer is made this _____ day of _____, 20____.

Signature of Witness
(only if required by Section 2.0)

Signature of Tenderer
(Corporate Seal if required by Section 2.0)

Print Name

Print Name

CCDC 2

Stipulated Price Contract

2 0 2 0

Name of Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on _____ day of _____ in the year _____.
by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)

located at (insert below the Place of the Work)

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

is acting as and is hereinafter called the "Consultant" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

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*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 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
 - the Agreement between *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors' work* destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- 1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - 2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - 3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- 1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- 2 cost of all *Products* including cost of transportation thereof;
- 3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- 4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- 5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- 6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- 7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- 8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- 9 cost of quality assurance such as independent inspection and testing services;
- 10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- 11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- 12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- 13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- 14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- 15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- 16 cost for removal and disposal of waste products and debris;
- 17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- 18 cost of auditing when requested by the *Owner*; and
- 19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

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 10 *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.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

- .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

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

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

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

12.3.4 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 one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one 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.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

Association of
Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications Canada

The Royal Architectural
Institute of Canada

Section Number	Section Title
DIVISION 01 – GENERAL REQUIREMENTS	
01 11 00	Summary of Work
01 14 00	Work Restrictions
01 21 00	Allowances
01 25 00	Substitution Procedures
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 19	Project Meetings
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01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 51 00	Temporary Utilities
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01 56 00	Temporary Barriers and Enclosures
01 57 00	Temporary Controls
01 61 00	Common Product Requirements
01 71 00	Examination and Preparation
01 73 00	Execution
01 73 29	Cutting and Patching
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
END OF SECTION	

1.1 WORK OF THE PROJECT

- .1 *Work of the Project*, of which *Work of this Contract* is a part, comprises the following:
 - .1 The construction of the St-Eugene Community Center building, excluding civil works as noted herein.
 - .2 *Work of the Project* includes the following separate contracts that have been or will be performed by others:
 - .1 Civil works including, without being limited to:
 - Grading & drainage, to within 2.0m of building foundation.
 - Stormwater management, to within 2.0m of building foundation.
 - Sanitary connection to street, to within 2.0m of building foundation
 - Potable well and connection to building, to within 2.0m of building foundation.
 - Access lanes and parking, to within 2.0m of building foundation
 - Landscaping, to within 2.0m of building foundation.
 - Exterior lighting, to within 2.0m of building foundation.

1.2 WORK OF THIS CONTRACT

- .1 *Work of this Contract* comprises the following:

St-Eugene Community Center
- .2 Municipal Address: **1161 Labrosse Street, St-Eugene, Ontario**

1.3 DIVISION OF WORK

- .1 Division of the *Work* among *Subcontractors* and *Suppliers* is solely *Contractor's* responsibility. *Consultant* and *Owner* assume no responsibility to act as an arbiter to establish subcontract limits between Sections or Divisions of the *Work*.

1.4 SPECIFICATIONS LANGUAGE AND STYLE

- .1 These specifications are written in the imperative mood and in streamlined form. The imperative language is directed to *Contractor*, unless stated otherwise.
- .2 Complete sentences by reading "shall", " *Contractor* shall", "shall be", and similar phrases by inference. Where a colon (:) is used within sentences and phrases, read the words "shall be" by inference.
- .3 Fulfill and perform all indicated requirements whether stated imperatively or otherwise.
- .4 When used in the context of a *Product*, read the word "provide" to mean "supply and install to result in a complete installation ready for its intended use".

1.5 CONTRACT DOCUMENTS FOR CONSTRUCTION PURPOSES

- .1 *Owner* will supply *Contractor* with a complete set of *Contract Documents* in electronic form before commencement of the *Work*. *Contractor* may print hard copies for construction purposes as required.

- .2 Owner will also provide *Contractor* with one (1) hard copy sets of *Contract Documents* for construction purposes as well as a digital copy. Additional hard copy sets shall be at *Contractor's* expense for the cost of printing, handling, and shipping.

1.6 DOCUMENTS AT THE SITE

- .1 Keep the following documents at *Place of the Work*, stored securely and in good order and available to *Owner* and *Consultant* in hard copy form:
 - .1 Current *Contract Documents*, including *Drawings*, *Specifications* and addenda.
 - .2 *Change Orders*, *Change Directives*, and *Supplementary Instructions*.
 - .3 Reviewed *Shop Drawings*, *Product* data and samples.
 - .4 Field test reports and records.
 - .5 Construction progress schedule.
 - .6 Meeting minutes.
 - .7 Manufacturer's certifications.
 - .8 Permits, inspection certificates, and other documents required by authorities having jurisdiction.
 - .9 Current as-built drawings.
 - .10 Material Safety Data Sheets (MSDS) for all controlled *Products*.

1.7 CONTRACTOR'S USE OF PREMISES

- .1 Except as otherwise specified, *Contractor* has unrestricted use of *Place of the Work* from time of *Contract* award until *Ready-for-Takeover*.
- .2 Confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and all other construction operations to limits required by laws, ordinances, permits, and *Contract Documents*, whichever is most restrictive. Do not unreasonably encumber *Place of the Work*.

END OF SECTION

1.1 RESTRICTIONS ON USE OF PREMISES

- .1 Limit use of premises for *Work*, for storage, and for access to allow:
 - .1 *Owner* to access existing shed and back of property.
- .2 Coordinate use of premises under direction of *Owner*.

1.2 WORK SEQUENCE

- .1 Schedule and construct *Work* as Contractor see fits.

1.3 OWNER OCCUPANCY

- .1 *Owner* will not occupy premises until project is completed.

1.4 RESTRICTED HOURS OF WORK

- .1 No person shall emit or cause or permit the emission of sound resulting from any act between the hours 9:00 p.m. and 7:00 a.m., every day, in the Villages of the Municipality and between the hours of 11:00 p.m. and 7:00 a.m., every day, in the rest of the Municipality except for Saturdays between the hours of 12:00 a.m.(midnight) and 9:00 a.m. Sunday morning throughout the municipality.
- .2 All work shall be in accordance with the Township of East Hawkesbury Noise By-Law no. 2002-59.

1.5 MAINTAINING LIFE SAFETY SYSTEMS IN OCCUPIED FACILITIES

- .1 Maintain operational life safety systems and public access to exits in occupied areas during all stages of the *Work*.
- .2 Determine nature and exact locations of existing fire and smoke sensors prior to the commencement of the *Work*. Avoid direct or indirect jarring while working in adjacent areas and exercise caution to avoid triggering these devices.
- .3 Be responsible for costs incurred by *Owner* on account of false fire alarms activated as a result of the execution of the *Work* without adequate precautions.

END OF SECTION

1.1 CASH ALLOWANCES FOR SUPPLY AND INSTALLATION OF PRODUCTS

- .1 Amount of each cash allowance includes:
 - .1 All costs to provide the specified *Products*, including supply, installation, and related costs, excluding *Value Added Taxes*.
 - .2 *Subcontractor's* and sub-*Subcontractor's* overheads and profits related to the cash allowance.
- .2 Amount of each cash allowance does not include *Contractor's* overhead and profit, and other related costs, which shall be included in the *Contract Price* and not in the cash allowance.
- .3 Allow the stipulated sum of \$5,000.00 for the supply and installation of eighteen (18) lighting fixtures to be installed in the assembly hall and exterior of the building.
- .4 Allow the stipulated sum of \$30,000.00 for the supply and installation of the kitchen millwork elements (i.e., cabinets, counters, shelves).
- .5 Allow the stipulated sum of \$35,000.00 for the supply and installation of the bar millwork elements (i.e., cabinets, counters, shelves).

1.2 EXPENDITURE OF CASH ALLOWANCES

- .1 *Owner*, through *Consultant*, will provide *Contractor* with documentation required to permit pricing of a cash allowance item.
- .2 *Owner*, through *Consultant*, may request *Contractor* to identify potential *Suppliers* or *Subcontractors*, as applicable, and to obtain at least three competitive prices for each cash allowance item.
- .3 *Owner*, through *Consultant*, may request the *Contractor* to disclose originals of all bids, quotations, and other price related information received from potential *Suppliers* or *Subcontractors*.
- .4 *Owner*, through *Consultant*, will determine by whom and for what amount each cash allowance item will be performed. Obtain *Owner's* prior written approval in the form of a *Change Order* before entering into a subcontract, amending an existing subcontract, or performing own forces work included in a cash allowance. Upon issuance of the *Change Order*, the *Contractor's* responsibilities for a cash allowance item shall be the same as for other work of the *Contract*.

END OF SECTION

1.1 DEFINITION

- .1 In this Section "Substitution" means a *Product*, a manufacturer, or both, not originally specified in *Contract Documents* by proprietary name but proposed for use by *Contractor* in place of a *Product*, a manufacturer, or both, specified by proprietary name.

1.2 SUBSTITUTION PROCEDURES

- .1 *Contractor* may propose a Substitution wherever a *Product* or manufacturer is specified by proprietary name(s), unless there is accompanying language indicating that Substitutions will not be considered.
- .2 *Contractor* may propose a Substitution wherever a *Product* or manufacturer is specified by proprietary name(s) and accompanied by language such as "or equal", "or approved equal", or other similar words. Do not construe such language as an invitation to unilaterally provide a Substitution without *Consultant's* prior acceptance in writing. Do not order or install any Substitution without a *Supplemental Instruction* or *Change Order*.
- .3 Provided a proposed Substitution submission includes all of the information specified in this Section under Submission Requirements For Proposed Substitutions, *Consultant* will promptly review and accept or reject the proposed Substitution.
- .4 *Consultant* may accept a Substitution if satisfied that:
 - .1 the proposed substitute *Product* is the same type as, is capable of performing the same functions as, interfaces with adjacent work the same as, and meets or exceeds the standard of quality, performance and, if applicable, appearance and maintenance considerations, of the specified *Product*,
 - .2 the proposed substitute manufacturer has capabilities comparable to the specified manufacturer, and
 - .3 the Substitution provides a benefit to *Owner*.
- .5 If *Contractor* fails to order a specified *Product* or order a *Product* by a specified manufacturer in adequate time to meet *Contractor's* construction schedule, *Consultant* will not consider that a valid reason to accept a Substitution.
- .6 If *Consultant* accepts a Substitution and subject to *Owner's* agreement, the change in the *Work* will be documented in the form of either a *Supplemental Instruction* or *Change Order* as specified in Section 01 26 00 – Contract Modification Procedures.
- .7 If a Substitution is accepted in the form of a *Supplemental Instruction* or *Change Order*, *Contractor* shall not revert to an originally specified *Product* or manufacturer without *Consultant's* prior written acceptance.

1.3 SUBMISSION REQUIREMENTS FOR PROPOSED SUBSTITUTIONS

- .1 Include with each proposed Substitution the following information:
 - .1 Identification of the Substitution, including product name and manufacturer's name, address, telephone numbers, and web site.
 - .2 Reason(s) for proposing the Substitution.

- .3 A statement verifying that the Substitution will not affect the *Contract Price* and *Contract Time* or, if applicable, the amount and extent of a proposed increase or decrease in *Contract Price* and *Contract Time* on account of the Substitution.
- .4 A statement verifying that the Substitution will not affect the performance [or warranty] of other parts of the *Work*.
- .5 Manufacturer's *Product* literature for the Substitution, including material descriptions, compliance with applicable codes and reference standards, performance and test data, compatibility with contiguous materials and systems, and environmental considerations.
- .6 Product samples as applicable.
- .7 A summarized comparison of the physical properties and performance characteristics of the specified *Product* and the Substitution, with any significant variations clearly highlighted.
- .8 Availability of maintenance services and sources of replacement materials and parts for the Substitution, as applicable, including associated costs and time frames.
- .9 If applicable, estimated life cycle cost savings resulting from the Substitution.
- .10 Details of other projects and applications where the Substitution has been used.
- .11 Identification of any consequential changes in the *Work* to accommodate the Substitution and any consequential effects on the performance of the *Work* as a whole. A later claim for an increase to the *Contract Price* or *Contract Time* for other changes in the *Work* attributable to the Substitution will not be considered.

END OF SECTION

1.1 SCHEDULE OF LABOUR RATES

- .1 Prior to the first application for payment, submit for the Consultant's review a schedule of labour rates for all trades and classifications of trades, such as journeymen, apprentices, and foremen that will be employed in the Work. Provide a breakdown of payroll burden component of labour rates.
- .2 Labour rates shall reflect the salaries, wages, and benefits paid to personnel in the direct employ of the Contractor, Subcontractors, and sub-Subcontractors, stated as hourly rates, that will be used when:
 - .1 preparing price quotations for Change Orders, and
 - .2 determining the cost of work attributable to Change Directives.
- .3 Labour rates stated in the schedule of labour rates shall be consistent with rates that will actually be paid, and payroll burden costs that will actually be incurred, in the normal performance of the Work, during regular working hours. Labour rates shall not include any additional overhead and profit component.
- .4 Where collective agreements apply, the labour rates shall not exceed those established by collective agreement.
- .5 Obtain the Owner's written acceptance of the schedule of labour rates before submitting the first Change Order quotation.
- .6 Accepted schedule of labour rates will be used solely for evaluating Change Order quotations and cost of performing work attributable to Change Directives.
- .7 The Contractor may request amendments to the accepted schedule of labour rates if changes in the labour rates that will actually be paid, or payroll burden cost that will actually be incurred, in the normal performance of the Work can be demonstrated. Obtain the Owner's written acceptance of such changes.

1.2 SCHEDULE OF EQUIPMENT RATES

- .1 Prior to the first application for payment, submit for the Consultant's review a schedule of equipment rates for Contractor owned Construction Equipment.
- .2 Equipment rates shall reflect the rates that will be used when:
 - .1 preparing price quotations for Change Orders, and
 - .2 determining the cost of work attributable to Change Directives.
- .3 Equipment rates stated in the schedule shall be consistent with local equipment rental market rates and shall not include any additional overhead and profit component.
- .4 Obtain the Owner's written acceptance of the schedule of equipment rates before submitting the first Change Order quotation.
- .5 Accepted schedule of equipment rates will be used solely for evaluating Change Order quotations and cost of performing work attributable to Change Directives.

- .6 The Contractor may request amendments to the accepted schedule of equipment rates if changes in local equipment rental market rates can be demonstrated. Obtain the Owner's written acceptance of such changes.

1.3 VALUATION OF CHANGES BASED ON AGREED UNIT PRICES

- .1 The Consultant may, at the outset of the Contract or at any other time, request the Contractor to submit unit prices anticipated to be required in valuing changes in the Work.
- .2 The Contractor shall submit such unit prices promptly upon request.
- .3 The unit prices shall be valid for a specified duration.
- .4 The unit prices shall exclude all fees for overhead and profit and shall be subject to the percentage fees specified in this Section under Fees for Overhead and Profit – Change Orders.
- .5 The Consultant will evaluate the Contractor's quoted unit prices and, if accepted by the Owner in writing, the agreed unit prices shall be used to value subsequent proposed changes in the Work wherever they are applicable.

1.4 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE ORDERS

- .1 Unless otherwise agreed, the adjustment of the Contract Price on account of a proposed change in the Work shall be based on a quotation for a fixed price increase or decrease to the Contract Price regardless of the Contractor's actual expenditures and savings.

1.5 CHANGE ORDER PROCEDURES

- .1 Upon issuance by the Consultant to the Contractor of a proposed change in the Work, and unless otherwise requested in the proposed change or unless otherwise agreed:
 - .1 Submit to the Consultant a fixed price quotation for the proposed change in the Work within five (5) days after receipt of the proposed change in the Work.
 - .2 If requested in the proposed change, provide a detailed breakdown of the price quotation including the following to the extent applicable, with appropriate supporting documentation:
 - .1 Estimated labour costs, including hours and applicable hourly rates based on the accepted schedule of labour rates.
 - .2 Estimated Product costs, including Supplier quotations, estimated quantities and unit prices.
 - .3 Estimated Construction Equipment costs.
 - .4 Enumeration of all other estimated costs included in the price quotation.
 - .5 Estimated credit amounts for labour and Products not required on account of the proposed change.
 - .6 Where applicable, Subcontractor quotations, also including a detailed breakdown of all of the above.
 - .3 Include in the quotation the increase or decrease to the Contract Time, if any, for the proposed change, stated in number of days.
 - .4 Include in the quotation the number of days for which the quotation is valid.

- .5 The quotation will be evaluated by the Consultant and the Owner and, if accepted by the Owner, be documented in the form of a signed Change Order.

1.6 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE DIRECTIVES

- .1 Unless the Owner and the Contractor reach an earlier agreement on the adjustment to the Contract Price by means of a Change Order that cancels the Change Directive, the adjustment in the Contract Price for change carried out by way of a Change Directive shall be determined as specified in the General Conditions of Contract after the change in the Work is completed.

1.7 CHANGE DIRECTIVE PROCEDURES

- .1 If a Change Directive is issued for a change in the Work for which a proposed change was previously issued, but no Change Order has yet been signed, the Change Directive shall cancel the proposed change and any Contractor quotations related to that change in the Work.
- .2 When proceeding with a change in the Work under a Change Directive, keep accurate records of daily time sheets for labour and Construction Equipment, and invoices for Product and Construction Equipment costs. Submit such records to the Consultant weekly, until the Change Order superseding the Change Directive is issued.

1.8 SUPPLEMENTAL INSTRUCTIONS

- .1 The Consultant may issue Supplemental Instructions to provide clarifications to the Contract Documents, provide additional information, or make minor variations in the Work not involving adjustment in the Contract Price or Contract Time.
- .2 If the Contractor considers a Supplemental Instruction to require an adjustment in Contract Price or Contract Time, the Contractor shall promptly notify the Consultant and the Owner in writing and shall not proceed with any work related to the Supplemental Instruction pending receipt of a Change Order, a Change Directive, or, in accordance with the dispute resolution provisions of the General Conditions of Contract, a Notice in Writing of a dispute and instructions to proceed.

END OF SECTION

1.1 SCHEDULE OF VALUES

.1 Prior to the first application for payment, submit for the *Consultant's* review an initial schedule of values. Modify the initial schedule of values if and as requested by the *Consultant*. Obtain *Consultant's* written acceptance of the initial schedule of values prior to the first application for payment.

.2 Together with the first and all subsequent applications for payment, submit updated versions of the schedule of values to indicate the values, to the date of application for payment, of work performed and *Products* delivered to *Place of the Work*.

.3 Provide the schedule of values in an electronic spreadsheet format that provides for inclusion of the following information:

- .1 Identifying information including title and location of the *Work*, name of *Contractor*, number and date of application for payment, and period covered by the application for payment.
- .2 A work breakdown structure that is sufficiently detailed and comprehensive to facilitate *Consultant's* evaluation of applications for payment at an appropriate level of detail.
- .3 Provisions for approved *Change Orders* allowances so that the breakdown amounts indicated in the schedule of values aggregate to the current total *Contract Price*. Also provide for indicating the estimated value of *Change Directives* within the schedule of values, separately from the current total *Contract Price*.

1.1 WORKERS' COMPENSATION CLEARANCE

.1 Submit proof of workers' compensation clearance with each application for payment.

1.2 STATUTORY DECLARATIONS

.1 Submit a statutory declaration in the form of CCDC 9A – Statutory Declaration of Progress Payment Distribution by *Contractor* with each application for payment except the first.

1.3 RELEASE OF HOLDBACK

.1 Submit a statutory declaration in the form of CCDC 9A – Statutory Declaration of Progress Payment Distribution by *Contractor*.

.2 Payment of Holdback shall be made in accordance with GC 5.4 in CCDC 2 and the Construction Act, R.S.O., c. 30, as amended.

- .1 In the event of conflicting clause(s) between GC 5.4 in CCDC 2 and the Construction Act, R.S.O., c. 30, the clause(s) in the Construction Act, R.S.O., c. 30 shall prevail.

END OF SECTION

1.1 CONSTRUCTION START-UP MEETING

- .1 Promptly after *Contract* award, *Contractor* shall establish the time and location of a construction start-up meeting to review and discuss administrative procedures and responsibilities. *Contractor* shall notify *Consultants/Owners* at least five (5) *Working Days* before the meeting.
- .2 Senior representatives of *Owner*, *Consultants*, and *Contractor*, including *Contractor's* project manager and site superintendent, and any major *Subcontractors*, shall be in attendance.
- .3 *Contractor's* representative will chair the meeting and record and distribute the minutes.
- .4 Agenda may include following without being limited to:
 - .1 Appointment of official representatives of *Owner*, *Contractor*, *Subcontractors*, *Consultant*, and subconsultants.
 - .2 *Project* communications.
 - .3 *Contract Documents* for construction purposes.
 - .4 Documents at the site.
 - .5 *Contractor's* use of premises.
 - .6 *Owner-supplied Products*.
 - .7 Work restrictions.
 - .8 Substitution procedures.
 - .9 *Contract* modification procedures.
 - .10 Payment procedures.
 - .11 Construction progress meetings.
 - .12 Construction progress schedule, including long lead time items.
 - .13 Submittals schedule and procedures.
 - .14 Quality requirements, including testing and inspection procedures.
 - .15 *Contractor's* mobilization.
 - .16 Temporary utilities.
 - .17 Existing utility services.
 - .18 Construction facilities.
 - .19 Temporary barriers and enclosures.
 - .20 Temporary controls.
 - .21 Field engineering and layout of work.
 - .22 Site safety.
 - .23 Site security.
 - .24 Cleaning and waste management.
 - .25 Closeout procedures and submittals.
 - .26 Commissioning.
 - .27 Other items.

1.2 CONSTRUCTION PROGRESS MEETINGS

- .1 Schedule regular bi-weekly construction progress meetings for the duration of the *Work*, unless agreed otherwise. *Contractor* shall prepare meeting agendas, chair the meetings, and record and distribute the minutes.
- .2 Meetings can be held at Township office.
- .3 *Contractor* shall record in the meeting minutes significant decisions and identify action items and action dates by attendees or the parties they represent.

- .4 *Contractor* shall distribute copies of minutes within two (2) Working Days after each meeting, to all meeting attendees and any affected parties who may not be in attendance.
- .5 Ensure that *Subcontractors* attend as and when appropriate to the progress of the *Work*.
- .6 Agenda for each meeting shall include the following, as a minimum:
 - .1 Approval of minutes of previous meeting.
 - .2 Work progress since previous meeting.
 - .3 Field observations, including any problems, difficulties, or concerns.
 - .4 Construction progress schedule.
 - .5 Submittals schedule.
 - .6 Proposed changes in the *Work*.
 - .7 Requests for information.
 - .8 Site safety issues.
 - .9 Other business.

END OF SECTION

1.1 SUMMARY

- .1 This Section specifies *Contractor's* responsibilities for preparation and submission of schedules and other documentation related to tracking construction progress.
- .2 The purpose of submitting progress schedules is to:
 - .1 inform *Owner* and *Consultant* of actual progress versus planned progress, and
 - .2 provide assurance that scheduling issues are being proactively identified and addressed in a timely manner, and that planned progress is being maintained as closely as possible.

1.2 CONSTRUCTION PROGRESS SCHEDULE

- .1 Format and Content:
 - .1 Prepare schedule in the form of a Critical Path Method (CPM) Gantt chart.
 - .2 Provide a work breakdown structure identifying key activities, work packages, and major milestones.
- .2 Submission:
 - .1 Submit initial schedule to *Owner* and *Consultant* within five (5) *Working Days* after *Contract* award.
 - .2 Submit schedule via e-mail in pdf format.
 - .3 *Consultant* will review format and content of initial schedule and request necessary changes, if any, within two (2) *Working Days* after receipt.
 - .4 If changes are required, resubmit finalized initial schedule within three (3) *Working Days* after return of review copy.
 - .5 Submit updated progress schedule bi-weekly to *Owner* and *Consultant*, indicating actual and projected start and finish dates with report date line and progress.

1.3 SCHEDULE MANAGEMENT

- .1 A schedule submitted as specified and accepted by *Consultant* shall become the baseline schedule and shall be used as the baseline for updates.
- .2 At each regular progress meeting, review and discuss current construction progress and submittals schedules with *Consultant* and *Owner*, including activities that are behind schedule and planned measures to regain schedule slippage in key areas on or near the critical path.
- .3 Activities considered behind schedule are those with start or completion dates later than the dates shown on the baseline schedule.

1.4 RECORDING ACTUAL SITE CONDITIONS ON AS-BUILT DRAWINGS

- .1 Obtain a hard copy set of construction *Drawings* for the purpose of creating as-built drawings. Record information and maintain as-built drawings in clean, dry and legible condition.
- .2 Alternately, obtain from *Consultant* an electronic copy of the construction *Drawings* for the purpose of creating as-built drawings. Record information in electronic form, clearly identifying as-built deviations from the originally obtained construction *Drawings*.
- .3 Clearly label each drawing as “AS-BUILT DRAWING”. Record information concurrently with construction progress. Do not conceal *Work* until required information is recorded.
- .4 Record actual construction including:
 - .1 Measured depths of elements of foundation in relation to finish first floor datum.
 - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .3 Measured locations of pipes, ducts, conduits, outlets, fixtures, access panels, and appurtenances, referenced to visible and accessible features of construction.
 - .4 Field changes of dimension and detail.
 - .5 Changes made by *Change Orders* and *Supplemental Instructions*
 - .6 References to *Shop Drawings*, where *Shop Drawings* show more detail.
- .5 Do not use as-built drawings for construction purposes.

1.5 PROGRESS PHOTOGRAPHS

- .1 Arrange for periodic digital photography to document and provide a photographic record of the progress of the *Work*.
- .2 Identify each photograph by project name and date taken.
- .3 Submission: Submit jpg format files in standard resolution via e-mail download link on a monthly basis and at completion of major elements of the building before concealment.
- .4 Do not use progress or any other *Project* photographs for promotional purposes without *Owner's* written consent.

END OF SECTION

1.1 ADMINISTRATIVE

- .1 Submit specified submittals to *Consultant* for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in the *Work*. Failure to submit in ample time is not considered sufficient reason for an extension of *Contract Time* or for *Product* substitutions or other deviations from the *Drawings* and *Specifications*.
- .2 Where required by authorities having jurisdiction, provide submittals to such authorities for review and approval.
- .3 Do not proceed with *Work* affected by a submittal until review is complete.
- .4 Present *Shop Drawings*, *Product* data, and samples in SI metric units. Where items or information is not produced in SI Metric units, converted values are acceptable.
- .5 Review submittals, provide verified field measurements where applicable, and affix *Contractor's* review stamp prior to submission to *Consultant*. *Contractor's* review stamp represents that necessary requirements have been determined and verified, and that the submittal has been checked and coordinated with requirements of the *Work* and *Contract Documents*.
- .6 Verify field measurements and that affected adjacent work is coordinated.
- .7 Submittals not meeting specified requirements will be returned with comments.
- .8 Reproduction of construction *Drawings* to serve as background for *Shop Drawings* is not permitted. If construction *Drawings* are used for this purpose, remove references to *Consultant*.
- .9 Do not propose Substitutions or deviations from *Contract Documents* via *Shop Drawing*, *Product* data and sample submittals.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- .1 Indicate *Products*, methods of construction, and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of the *Work*.
- .2 Where *Products* attach or connect to other *Products*, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross-references to *Drawings*, *Specifications* and other already reviewed *Shop Drawings*.
- .3 Accompany submittals with a transmittal information including:
 - .1 Date.
 - .2 *Project* title and number.
 - .3 *Contractor's* name and address.
 - .4 Identification of each submittal item and quantity.
 - .5 Other pertinent data.
- .4 *Shop Drawing* submittals shall include:
 - .1 Date and revision dates.
 - .2 *Project* title and number.
 - .3 Name and address of:

- .1 *Subcontractor.*
- .2 *Supplier.*
- .3 *Manufacturer.*
- .4 *Contractor's* stamp, date, and signature of *Contractor's* authorized representative responsible for *Shop Drawing* review, indicating that each *Shop Drawing* has been reviewed for compliance with *Contract Documents* and, where applicable, that field measurements have been verified.
- .5 Details of appropriate portions of the *Work* as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationships to other parts of the *Work*.
- .5 *Product* data submittals shall include material safety data sheets (MSDS) for all controlled Products.
- .6 Submit electronic copy of *Shop Drawings* where specified in the technical *Specifications*.
- .7 Submit electronic copy of Product data sheets or brochures where specified in the technical *Specifications*.
- .8 Where a submittal includes information not applicable to the *Work*, clearly identify applicable information and strike out non-applicable information.
- .9 Supplement standard information to include details applicable to *Project*.
- .10 Allow two (2) *Working Days* for *Consultant's* review of each submittal.
- .11 If upon *Consultant's* review no errors or omissions are discovered, or if only minor corrections are required as indicated, submittal will be returned and fabrication or installation of *Work* may proceed.
- .12 If upon *Consultant's* review significant errors or omissions are discovered, a so noted copy will be returned for correction and resubmission. Do not commence fabrication or installation.
- .13 *Consultant's* notations on submittals are intended to ensure compliance with *Contract Documents* and are not intended to constitute a change in the *Work* requiring change to the *Contract Price* or *Contract Time*. If *Contractor* considers any *Consultant's* notation to be a change in the *Work*, promptly notify *Consultant* in writing before proceeding with the *Work*.
- .14 Resubmit corrected submittals through same procedure indicated above, before any fabrication or installation of the *Work* proceeds. When resubmitting, notify *Consultant* in writing of any revisions other than those requested by *Consultant*.

1.3 SAMPLES

- .1 Submit samples for Owner's review in duplicate, where specified in the technical *Specifications*. Label samples as to origin, *Project* name, and intended use.
- .2 Deliver samples prepaid to Owner's business address.
- .3 Notify *Consultant/Owner* in writing of any deviations in samples from requirements of *Contract Documents*.
- .4 Where a required colour, pattern or texture has not been specified, submit full range of available *Products* meeting other specified requirements.
- .5 *Consultant* selection from samples is not intended to change the *Contract Price* or *Contract Time*. If a selection would affect the *Contract Price* or *Contract Time*, notify *Consultant* in writing prior to proceeding with the *Work*.
- .6 Resubmit samples as required by *Consultant* to comply with *Contract Documents*.
- .7 Reviewed and accepted samples will establish the standard against which installed *Work* will be reviewed.

END OF SECTION

1.1 REFERENCE STANDARDS

- .1 “Reference standards” means consensus standards, trade association standards, guides, and other publications expressly referenced in *Contract Documents*.
- .2 Where an edition or version date is not specified, referenced standards shall be deemed to be the latest edition or revision issued by the publisher at the time of bid closing. However, if a particular edition or revision date of a specified standard is referenced in an applicable code or other regulatory requirement, the regulatory referenced edition or version shall apply.
- .3 Reference standards establish minimum requirements. If *Contract Documents* call for requirements that differ from a referenced standard, the more stringent requirements shall govern.
- .4 If compliance with two or more reference standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to *Consultant* for clarification.
- .5 Within the *Specifications*, reference may be made to the following standards writing, testing, or certification organizations by their acronyms or initialisms:
 - .1 AA - Aluminum Association
 - .2 ACI - American Concrete Institute
 - .3 AISC - American Institute of Steel Construction
 - .4 ANSI - American National Standards Institute
 - .5 ASME - American Society of Mechanical Engineers
 - .6 ASTM - American Society for Testing and Materials
 - .7 AWMAC - Architectural Woodwork Manufacturers Association of Canada
 - .8 AWPA - American Wire Producers Association
 - .9 CaGBC - Canadian Green Building Council
 - .10 CGSB - Canadian General Standards Board
 - .11 CISC - Canadian Institute of Steel Construction
 - .12 CPCI - Canadian Prestressed Concrete Institute
 - .13 CSA - Canadian Standards Association
 - .14 CSSBI - Canadian Sheet Steel Building Institute
 - .15 CWB – Canadian Welding Bureau
 - .16 ICEA - Insulated Cable Engineers Association
 - .17 IEEE - Institute of Electrical and Electronics Engineers
 - .18 IGMAC – Insulating Glass Manufacturers Association of Canada
 - .19 LEED - Leadership in Energy and Environmental Design
 - .20 MPP – Master Painters Institute
 - .21 MSS - Manufacturers Standardization Society of the Valve and Fittings Industry
 - .22 NAAMM - National Association of Architectural Metal Manufacturers
 - .23 NEMA - National Electrical Manufacturers Association
 - .24 NFPA - National Fire Protection Association
 - .25 NHLA - National Hardwood Lumber Association
 - .26 NLGA - National Lumber Grades Authority
 - .27 SSPC – The Society for Protective Coatings
 - .28 TTMAC - Terrazzo, Tile and Marble Association of Canada
 - .29 ULC - Underwriters' Laboratories of Canada

1.2 INDEPENDENT INSPECTION AND TESTING AGENCIES

- .1 Except as otherwise specified, *Owner* will retain and pay for independent inspection and testing agencies to inspect, test, or perform other quality control reviews of parts of the *Work*.
- .2 Retain and pay for inspection and testing that is for *Contractor's* own quality control or is required by regulatory requirements.
- .3 Employment of inspection and testing agencies by *Contractor* or *Owner* does not relieve *Contractor* from responsibility to perform the *Work* in accordance with *Contract Documents*.
- .4 Allow and arrange for inspection and testing agencies to have access to the *Work*, including access to off-site manufacturing and fabrication plants.
- .5 For inspection and testing required by *Contract Documents* or by authorities having jurisdiction, provide *Consultant* and inspection and testing agencies with timely notification in advance of required inspection and testing.

1.3 INSPECTION AND TESTING AGENCY REPORTS

- .1 For inspection and testing performed by *Owner* retained inspection and testing agencies, copies of inspection and testing agency reports will be provided to *Contractor*.

END OF SECTION

1.1 TEMPORARY UTILITIES - GENERAL

- .1 Provide temporary utilities as specified and as otherwise necessary to perform the *Work* expeditiously.
- .2 Remove temporary utilities after use.

1.2 TEMPORARY WATER SUPPLY

- .1 Site currently does not have a water supply (private well). Arrange and pay for a temporary supply of water required during construction.

1.3 TEMPORARY HEATING AND VENTILATION

- .1 Arrange and pay for temporary heating and ventilation required during construction.
- .2 Vent construction heaters in enclosed spaces to the outside or use flameless type of construction heaters.
- .3 Provide temporary heat for the *Work* as required to:
 - .1 Facilitate progress of *Work*.
 - .2 Protect the *Work* against dampness and cold.
 - .3 Prevent moisture condensation on surfaces, freezing, or other damage to finishes or stored *Products*.
 - .4 Maintain specified minimum ambient temperatures and humidity levels for storage, installation and curing of *Products*.
 - .5 After building is enclosed, maintain interior temperature of minimum 10 degrees C.
- .4 Provide temporary ventilation for the *Work* as required to:
 - .1 Prevent accumulations of fumes, exhaust, vapours, gases and other hazardous, noxious, or volatile substances in enclosed spaces, as required to maintain a safe work environment meeting applicable regulatory requirements.
 - .2 Ventilate temporary sanitary facilities.
- .5 New permanent building heating and ventilation systems may be used during construction, at *Contractor's* option. If used during construction:
 - .1 *Contractor* shall pay utility costs resulting from the use of permanent systems.
 - .2 Operate systems in a non-wasteful and energy efficient manner. Be responsible for any system damage.
 - .3 Just prior to *Ready-for-Takeover* replace filters and perform other required maintenance to ensure systems are in as near as new condition as possible.
 - .4 Ensure that systems manufacturers' warranties do not commence until the date of *Ready-for-Takeover* or, if manufacturers' warranties do commence earlier when

systems are put into use, arrange for necessary extension of manufacturers' warranties or provide equivalent coverage under *Contractor's* warranty.

1.4 TEMPORARY ELECTRICAL POWER AND LIGHTING

- .1 Arrange and pay for temporary power and lighting required during construction.
- .2 Arrange and pay for necessary connections and disconnections of temporary power and lighting in accordance with regulatory requirements.
- .3 New permanent building power and lighting systems may be used during construction, at *Contractor's* option. If used during construction:
 - .1 *Contractor* shall pay utility costs resulting from the use of permanent systems.
 - .2 Operate systems in a non-wasteful and energy efficient manner. Be responsible for any system damage.
 - .3 Ensure that systems manufacturers' warranties do not commence until the date of *Ready-for-Takeover* or, if manufacturers' warranties do commence earlier when systems are put into use, arrange for necessary extension of manufacturers' warranties or provide equivalent coverage under *Contractor's* warranty.

END OF SECTION

1.1 CONSTRUCTION FACILITIES - GENERAL

- .1 Provide temporary construction facilities as necessary for performance of the *Work* and in compliance with applicable regulatory requirements.
- .2 Maintain temporary construction facilities in good condition for the duration of the *Work*.
- .3 Remove temporary construction facilities from *Place of the Work* when no longer required.

1.2 CONSTRUCTION PARKING

- .1 Parking will be permitted at *Place of the Work* construction vehicles provided it does not block access to existing sheds and back of property.

1.3 VEHICULAR ACCESS

- .1 Provide and maintain adequate access to *Place of the Work*.
- .2 Existing roads at *Place of the Work* may be used for access to *Place of the Work*, provided *Contractor* assumes responsibility for any damage caused by construction traffic, and prevents or promptly cleans up any mud tracking or material spillage.

1.4 SITE OFFICES

- .1 Provide a temperature controlled and ventilated office, with suitable lighting, of sufficient size to accommodate site meetings, as required.

1.5 SANITARY FACILITIES

- .1 Provide sanitary facilities for workers.
- .2 Do not use permanent washroom of new building during construction.
- .3 Keep sanitary facilities clean and fully stocked with the necessary supplies.

1.6 FIRE PROTECTION

- .1 Provide and maintain temporary fire protection systems and equipment during construction.

END OF SECTION

1.1 BARRIERS AND ENCLOSURES - GENERAL

- .1 Provide temporary barriers and enclosures necessary to protect the public and to secure *Place of the Work* during performance of the *Work*.
- .2 Comply with applicable regulatory requirements.
- .3 Maintain temporary barriers and enclosures in good condition for the duration of the *Work*.
- .4 Remove temporary barriers and enclosures from *Place of the Work* when no longer required.

1.2 FENCING

- .1 Erect temporary security and safety site fencing of type and height determined by *Contractor*, subject to applicable regulatory requirements.

1.3 WEATHER ENCLOSURES

- .1 Provide weather tight enclosures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- .1 Provide weather enclosures to protect floor areas where walls are not finished and to enclose work areas that require temporary heating.
- .2 Design weather enclosures to withstand wind pressure and snow loading requirements.

1.4 FIRE ROUTES

- .1 Maintain fire access routes, including overhead clearances, for use by emergency response vehicles.

1.5 PROTECTION OF BUILDING FINISHES

- .1 Provide necessary temporary barriers and enclosures to protect [existing and] completed or partially completed finished surfaces from damage during performance of the *Work*.

END OF SECTION

1.1 TEMPORARY CONTROLS - GENERAL

- .1 Provide temporary controls as necessary for performance of the *Work* and in compliance with applicable regulatory requirements.
- .2 Maintain temporary controls in good condition for the duration of the *Work*.
- .3 Remove temporary controls and *Construction Equipment* used to provide temporary controls from *Place of the Work* when no longer required.

1.2 PLANT PROTECTION

- .1 Protect existing trees and other plant material not required to be removed from the site and on adjacent properties.
- .2 Minimize stripping of topsoil and vegetation.

1.3 DUST AND PARTICULATE CONTROL

- .1 Implement and maintain dust and particulate control measures in accordance with applicable regulatory requirements.
- .2 Execute *Work* by methods that minimize dust from construction operations and spreading of dust on site or to adjacent properties.
- .3 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- .4 Use appropriate covers on trucks hauling fine, dusty, or loose materials.

1.4 DEWATERING

- .1 Provide temporary drainage and pumping as necessary to dewater excavations, trenches, foundations, and other parts of the *Work*. Maintain such areas free of water arising from groundwater or surface run-off, as required to keep them stable, dry, and protected from damage due to flooding.
- .2 Maintain standby equipment necessary to ensure continuous operation of dewatering system.
- .3 Do not pump water containing suspended materials or other harmful substances into waterways, sewers or surface drainage systems. Treat or dispose of such water in accordance with applicable regulatory requirements

1.5 SITE DRAINAGE

- .1 Maintain grades to ensure proper site drainage.
- .2 Prevent precipitation from infiltrating or from directly running off stockpiled materials. Cover stockpiled materials with an impermeable liner during periods of work stoppage including at end of each *Working Day*.
- .3 Control surface drainage from cuts and fills, from borrow and waste disposal areas, from stockpiles, staging areas, and other work areas as required to prevent erosion and sedimentation.

- .4 Implement erosion and sedimentation control measures as required.
- .5 Control surface drainage by ensuring that gutters are kept open and water is not directed across or over pavements or sidewalks, except through pipes or properly constructed troughs. Ensure that runoff from unfinished areas is intercepted and diverted to suitable outlets.

1.6 EROSION AND SEDIMENT CONTROL

- .1 Minimize amount of bare soil exposed at one time. Stabilize disturbed soils as quickly as practical to minimize erosion. Remove accumulated sediment resulting from construction activity from adjoining surfaces, drainage systems, and watercourses, and repair damage caused by soil erosion and sedimentation.
- .2 Provide and maintain appropriate temporary measures such as silt fences, straw bales, ditches, geotextiles, drains, berms, terracing, riprap, temporary drainage piping, sedimentation basins, vegetative cover, dikes, and other measures that may be required to prevent erosion and migration of silt, mud, sediment, and other debris.
- .3 Do not disturb existing embankments or embankment protection.
- .4 Periodically inspect erosion and sediment control measures to detect evidence of erosion and sedimentation. Promptly take corrective measures when necessary.
- .5 If soil and debris from site accumulate in ditches or other low areas, remove accumulation and restore area to original condition.

1.7 POLLUTION CONTROL

- .1 Take measures to prevent contamination of soil, water, and atmosphere through uncontrolled discharge of noxious or toxic substances and other pollutants, potentially causing environmental damage.
- .2 Be prepared, by maintaining appropriate materials, equipment, and trained personnel on site, to intercept, clean up, and dispose of spills or releases that may occur. Promptly report spills and releases that may occur to:
 - .1 authority having jurisdiction,
 - .2 person causing or having control of pollution source, if known, and
 - .3 *Owner and Consultant.*
- .4 Contact manufacturer of pollutant, if known and applicable, to obtain material safety data sheets (MSDS) and ascertain hazards involved and precautions and measures required in cleanup or mitigating actions.
- .5 Take immediate action to contain and mitigate harmful effects of the spill or release.

END OF SECTION

1.1 GENERAL

- .1 Provide *Products* that are not damaged or defective, and suitable for purpose intended, subject to specified requirements. If requested by *Consultant*, furnish evidence as to type, source and quality of *Products* provided.
- .2 Unless otherwise specified, maintain uniformity of manufacture for like items throughout.

1.2 PRODUCT OPTIONS

- .1 Subject to the provisions of Section 01 25 00 –Substitution Procedures:
 - .1 Wherever a *Product* or manufacturer is specified by a single proprietary name, provide the named *Product* only.
 - .2 Wherever more than one *Product* or manufacturer is specified by proprietary name for a single application, provide any one of the named *Products*.
- .2 Wherever a *Product* is specified by reference to a standard only, provide any *Product* that meets or exceeds the specified standard. If requested by *Consultant*, submit information verifying that the proposed *Product* meets or exceeds the specified standard.
- .3 Wherever a *Product* is specified by descriptive or performance requirements only, provide any *Product* that meets or exceeds the specified requirements. If requested by *Consultant*, submit information verifying that the proposed *Product* meets or exceeds the specified requirements.

1.3 PRODUCT AVAILABILITY AND DELIVERY TIMES

- .1 Promptly upon Contract award and periodically during construction, review and confirm *Product* availability and delivery times. Order *Products* in sufficient time to meet the construction progress schedule and the *Contract Time*.
- .2 If a specified *Product* is no longer available, promptly notify *Consultant*. *Consultant* will take action as required.
- .3 If delivery delays are foreseeable, for any reason, promptly notify *Consultant*.
 - .1 If a delivery delay is beyond *Contractor's* control, *Consultant* will provide direction.
 - .2 If a delivery delay is caused by something that was or is within *Contractor's* control, *Contractor* shall propose actions to maintain the construction progress schedule for *Consultant's* review and acceptance.

1.4 STORAGE, HANDLING, AND PROTECTION

- .1 Store, handle, and protect *Products* during transportation to *Place of the Work* and before, during, and after installation in a manner to prevent damage, adulteration, deterioration and soiling.
- .2 Comply with manufacturer's instructions for storage, handling and protection.
- .3 Store packaged or bundled *Products* in original and undamaged condition with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in *Work*.

- .4 Comply with the requirements of the workplace hazardous materials information system (WHMIS) regarding use, handling, storage, and disposal of hazardous materials, including requirements for labeling and the provision of material safety data sheets (MSDS).
- .5 Store *Products* subject to damage from weather in weatherproof enclosures.
- .6 Store sheet *Products* on flat, solid, supports and keep clear of ground. Slope to shed moisture.
- .7 Remove and replace damaged *Products*.

END OF SECTION

1.1 SURVEYOR QUALIFICATIONS

- .1 Engage a registered land surveyor, licensed to practice in *Place of the Work* as required.

1.2 SUBMITTALS

- .1 Submit name and address of registered land surveyor performing survey work.
- .2 Submit to *Owner* and *Consultant* the survey of the *Work* prepared and issued by a registered land surveyor for the layout of the building footings and foundations, as required.

1.3 SURVEY REFERENCE POINTS

- .1 Owner will provide legal and topographical survey of the property. Preserve and protect permanent reference points on site during construction.
- .2 Do not change or relocate reference points without prior written notice to *Consultant*.
- .3 Report to *Consultant* when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations. Require registered land surveyor to replace reference points in accordance with original survey.

1.4 SURVEY REQUIREMENTS

- .1 Establish sufficient permanent benchmarks on site, referenced to established benchmarks by survey control points.
- .2 Confirm that existing survey reference points are in accordance with *Owner's* survey and property limits.
- .3 Establish initial lines and levels for building layout.
- .4 Maintain a complete, accurate log of control and survey work as it progresses. Record locations with horizontal and vertical data in project record documents.

1.5 EXISTING UTILITIES AND STRUCTURES

- .1 Before commencing excavation, drilling or other earthwork, establish or confirm location and extent of all existing underground utilities and structures in work area.
- .2 Promptly notify *Consultant* if underground utilities, structures, or their locations differ from those indicated in *Contract Documents* or in available project information. *Consultant* will provide appropriate direction.
- .3 Record locations of maintained, re-routed and abandoned utility lines.

1.6 VERIFICATION OF EXISTING CONDITIONS

- .1 Where work specified in any Section is dependent on the work of another Section or Sections having been properly completed, verify that work is complete and in a condition suitable to receive the subsequent work. Commencement of work of a Section that is dependent on the work of another Section or Sections having been properly completed, means acceptance of the existing conditions.
- .2 Verify that ambient conditions are suitable before commencing the work of any Section and will remain suitable for as long as required for proper setting, curing, or drying of *Products* used.
- .3 Ensure that substrate surfaces are clean, dimensionally stable, cured and free of contaminants.
- .4 Notify *Consultant* in writing of unacceptable conditions.

END OF SECTION

1.1 SUMMARY

- .1 Except where otherwise specified in technical *Specifications* or otherwise indicated on *Drawings*, comply with requirements of this Section.

1.2 MANUFACTURER'S INSTRUCTIONS

- .1 Install, erect, or apply *Products* in strict accordance with manufacturer's instructions.
- .2 Notify *Consultant*, in writing, of conflicts between *Contract Documents* and manufacturer's instructions where, in *Contractor's* opinion, conformance with *Contract Documents* instead of the manufacturer's instructions may be detrimental to the *Work* or may jeopardize the manufacturer's warranty.
- .3 Do not rely on labels or enclosures provided with *Products*. Obtain written instructions directly from manufacturers.
- .4 Provide manufacturer's representatives with access to the *Work* at all times. Render assistance and facilities for such access so that manufacturer's representatives may properly perform their responsibilities.

1.3 CONCEALMENT

- .1 Conceal pipes, ducts, and wiring in floors, walls and ceilings in finished areas:
 - .1 after review by *Consultant* and authority having jurisdiction, and
 - .2 where locations differ from those shown on *Drawings*, after recording actual locations on as-built drawings.
- .2 Provide incidental furring or other enclosures as required.
- .3 Notify *Consultant* in writing of interferences before installation.

1.4 FASTENINGS - GENERAL

- .1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials.
- .2 Prevent electrolytic action and corrosion between dissimilar metals and materials by using suitable non-metallic strips, washers, sleeves, or other permanent separators to avoid direct contact.
- .3 Use non-corrosive fasteners and anchors for securing exterior work and in spaces where high humidity levels are anticipated.
- .4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage.
- .5 Keep exposed fastenings to a minimum, space evenly and install neatly.
- .6 Do not use fastenings or fastening methods that may cause spalling or cracking of material to which anchorage is made.

1.5 FASTENINGS - EQUIPMENT

- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- .2 Bolts shall not project more than one diameter beyond nuts.

1.6 FIRE RATED ASSEMBLIES

- .1 When penetrating fire rated walls, ceiling, or floor assemblies, completely seal voids with fire-stopping materials, smoke seals, or both, in full thickness of the construction element as required to maintain the integrity of the fire rated assembly.

1.7 LOCATION OF FIXTURES, OUTLETS AND DEVICES

- .1 Consider location of fixtures, outlets, and devices indicated on *Drawings* as approximate.
- .2 Locate fixtures, outlets, and devices to provide minimum interference, maximum usable space, and as required to meet safety, access, maintenance, acoustic, and regulatory, including barrier free, requirements.
- .3 Promptly notify *Consultant* in writing of conflicting installation requirements for fixtures, outlets, and devices. If requested, indicate proposed locations and obtain approval for actual locations.

1.8 PROTECTION OF COMPLETED WORK AND WORK IN PROGRESS

- .1 Adequately protect parts of the *Work* completed and in progress from any kind of damage.
- .2 Promptly remove, replace, clean, or repair, as directed by *Consultant*, work damaged as a result of inadequate protection.
- .3 Do not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety or integrity of the *Work*.

1.9 REMEDIAL WORK

- .1 Notify *Consultant* of, and perform remedial work required to, repair or replace defective or unacceptable work. Ensure that properly qualified workers perform remedial work. Coordinate adjacent affected work as required.

END OF SECTION

1.1 REQUEST FOR CUTTING, PATCHING AND REMEDIAL WORK

- .1 Submit written request in advance of cutting, coring, or alteration which affects or is likely to affect:
 - .1 Structural integrity of any element of the *Work*.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of any operational element.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of *Owner* or other contractors.
 - .6 Warranty of *Products* affected.
- .2 Include in request:
 - .1 Identification of *Project*.
 - .2 Location and description of affected work, including drawings or sketches as required.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed work, and *Products* to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on work of *Owner* or other contractors.
 - .7 Written permission of affected other contractors.
 - .8 Date and time work will be executed.

1.2 PRODUCTS

- .1 Unless otherwise specified, when replacing existing or previously installed *Products* in the course of cutting and patching work, use replacement *Products* of the same character and quality as those being replaced.
- .2 If an existing or previously installed *Product* must be replaced with a different *Product*, submit request for substitution in accordance with Section 01 25 00 - Substitution Procedures.

1.3 PREPARATION

- .1 Inspect existing conditions in accordance with Section 01 71 00 - Examination and Preparation.
- .2 Provide supports to ensure structural integrity of surroundings; provide devices and methods to protect other portions of the *Work* from damage.
- .3 Provide protection from elements for areas that may be exposed by uncovering work.

1.4 EXISTING UTILITIES

- .1 When breaking into or connecting to existing services' utilities, execute the *Work* at times directed by local governing authorities, with a minimum of disturbance to the *Work*, pedestrian and vehicular traffic, and ongoing *Owner* operations.
- .2 Maintain excavations free of water.
- .3 Keep duration of interruptions to a minimum.
- .4 Carry out interruptions after regular working hours of occupants, preferably on weekends, unless *Owner's* prior written approval is obtained.

- .5 Protect and maintain existing active services. Record location of services, including depth, on as-built drawings.
- .6 Construct or erect barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures as required to protect pedestrian and vehicular traffic.

1.5 CUTTING, PATCHING, AND REMEDIAL WORK

- .1 Coordinate and perform the *Work* to ensure that cutting and patching work is kept to a minimum.
- .2 Perform cutting, fitting, patching, and remedial work [including excavation and fill,] to make the affected parts of the *Work* come together properly and complete the *Work*.
- .3 Provide openings in non-structural elements of the *Work* for penetrations of mechanical and electrical work.
- .4 Perform cutting by methods to avoid damage to other work
- .5 Provide proper surfaces to receive patching, remedial work, and finishing.
- .6 Perform cutting, patching, and remedial work using competent and qualified specialists familiar with the *Products* affected, in a manner that neither damages nor endangers the *Work*.
- .7 Do not use pneumatic or impact tools without *Consultant's* prior approval.
- .8 Ensure that cutting, patching, and remedial work does not jeopardize manufacturers' warranties.
- .9 Refinish surfaces to match adjacent finishes. For continuous surfaces refinish to nearest intersection. For an assembly, refinish entire unit.
- .10 Fit work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces with suitable allowance for deflection, expansion, contraction, acoustic isolation, and firestopping.
- .11 Maintain fire ratings of fire rated assemblies where cutting, patching, or remedial work is performed. Completely seal voids or penetrations of assembly with firestopping material to full depth or with suitably rated devices.

END OF SECTION

1.1 REGULATORY REQUIREMENTS

- .1 Comply with applicable regulatory requirements when disposing of waste materials.
- .2 Obtain permits from authorities having jurisdiction and pay disposal fees where required for disposal of waste materials and recyclables.

1.2 GENERAL CLEANING REQUIREMENTS

- .1 Provide adequate ventilation during use of volatile or noxious substances.
- .2 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .3 Prevent cross-contamination during the cleaning process.
- .4 Notify the *Consultant* of the need for cleaning caused by *Owner* or other contractors.

1.3 PROGRESSIVE CLEANING AND WASTE MANAGEMENT

- .1 Maintain the *Work* in a tidy and safe condition, free from accumulation of waste materials and construction debris.
- .2 Provide appropriate, clearly marked, containers for collection of waste materials and recyclables. Located containers as agreed upon by *Owner*.
- .3 Remove waste materials and recyclables from work areas, separate, and deposit in designated containers at end of each *Working Day*. Collect packaging materials for recycling or reuse.
- .4 Remove waste materials and recyclables from *Place of the Work* at regular intervals.
- .5 Clean interior building areas prior to start of finish work and maintain free of dust and other contaminants during finishing operations.
- .6 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly finished surfaces nor contaminate building systems.

1.4 FINAL CLEANING

- .1 Before final cleaning, arrange a meeting at *Place of the Work* to determine the acceptable standard of cleaning. Ensure that *Owner*, *Consultant*, *Contractor* and cleaning company are in attendance.
- .2 Remove from *Place of the Work* surplus *Products*, waste materials, recyclables, *Temporary Work*, and *Construction Equipment* not required to perform any remaining work.
- .3 Lock or otherwise restrict access to each room or area after completing final cleaning in that area.
- .4 Re-clean as necessary areas that have been accessed by *Contractor's* workers prior to *Owner* occupancy.
- .5 Remove stains, spots, marks, and dirt from finished surfaces, electrical and mechanical fixtures, furniture fitments, walls and floors.

- .6 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and all other finished surfaces, including mechanical and electrical fixtures. Replace broken, scratched or otherwise damaged glass.
- .7 Remove dust from lighting reflectors, lenses, lamps, bulbs, and other lighting surfaces.
- .8 Vacuum clean and dust exposed wall, floor, and ceiling surfaces, behind grilles, louvres and screens, as well as above suspended ceiling tiles.
- .9 Clean mechanical, electrical, and other equipment. Replace filters for mechanical equipment if equipment is used during construction.
- .10 Remove waste material and debris from crawlspaces and other accessible concealed spaces.
- .11 Remove stains, spots, marks, and dirt from exterior facades.
- .12 Clean exterior and interior window glass and frames.
- .13 Clean roofs, clean gutters and downspouts.
- .14 Sweep clean and remove snow and ice from exterior sidewalks and steps.
- .15 Owner will take care of snow removal during winter months.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Dispose of waste materials and recyclables at appropriate municipal landfills and recycling facilities in accordance with applicable regulatory requirements.
- .2 Do not burn or bury waste materials at *Place of the Work*.
- .3 Do not dispose of volatile and other liquid waste such as mineral spirits, oil, paints and other coating materials, paint thinners, cleaners, and similar materials together with dry waste materials or on the ground, in waterways, or in storm or sanitary sewers. Collect such waste materials in appropriate covered containers, promptly remove from *Place of the Work*, and dispose of at recycling facilities or as otherwise permitted by applicable regulatory requirements.
- .4 Cover or wet down dry waste materials to prevent blowing dust and debris.

END OF SECTION

1.1 READY-FOR-TAKEOVER

- .1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are described in the General Conditions of the *Contract*.

1.2 INSPECTION AND REVIEW BEFORE READY-FOR-TAKEOVER

- .1 *Contractor's* Inspection: Before applying for the *Consultant's* review to establish *Ready-for-Takeover* of the *Work*:
 - .1 Ensure that the specified prerequisites to *Ready-for-Takeover* of the *Work* are completed.
 - .2 Conduct an inspection of the *Work* to identify defective, deficient, or incomplete work.
 - .3 Prepare a comprehensive and detailed list of items to be completed or corrected.
 - .4 Provide an anticipated schedule and costs for items to be completed or corrected.
- .2 *Consultant's* Review: Upon receipt of the *Contractor's* application for review, together with the *Contractor's* list of items to be completed or corrected, the *Consultant* will review the *Work*. The *Consultant* will advise the *Contractor* whether or not the *Work* is *Ready-for-Takeover* and will provide the *Contractor* with a list of items, if any, to be added to the *Contractor's* list of items to be completed or corrected. Provide the *Consultant* with a copy of the *Contractor's* revised list.
- .3 Maintain the list of items to be completed or corrected and promptly correct or complete defective, deficient and incomplete work. The *Contractor's* inspection and *Consultant's* review procedures specified above shall be repeated until the *Work* is *Ready-for-Takeover* and no items remain on the *Contractor's* list of items to be completed or corrected.
- .4 When the *Consultant* determines that the *Work* is *Ready-for-Takeover*, the *Consultant* will notify the *Contractor* and the *Owner* in writing to that effect.

1.3 PREREQUISITES TO FINAL PAYMENT

- .1 After *Ready-for-Takeover* of the *Work* and before submitting an application for final payment in accordance with the General Conditions of Contract:
 - .1 Correct or complete all remaining defective, deficient, and incomplete work.
 - .2 Remove from the *Place of the Work* all remaining surplus *Products*, *Construction Equipment*, and *Temporary Work*.
 - .3 Perform final cleaning and waste removal necessitated by the *Contractor's* work performed after *Ready-for-Takeover*, as specified in Section 01 74 00 – Cleaning and Waste Management.

1.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 The prerequisites to, and the procedures for, attaining substantial performance of the *Work*, or similar such milestone as provided for in the lien legislation applicable to the *Place of the Work*, shall be:

- .1 independent of those for attaining *Ready-for-Takeover* of the *Work*, and
- .2 in accordance with the lien legislation applicable to the *Place of the Work*.

END OF SECTION

1.1 OPERATION AND MAINTENANCE MANUAL

- .1 Prepare a comprehensive operation and maintenance manual, in the language of the *Contract*, using personnel qualified and experienced for this task.
- .2 Submit an initial draft of the operation and maintenance manual for *Consultant's* review. If required by *Consultant's* review comments, revise manual contents and resubmit for *Consultant's* review. If required, repeat this process until *Consultant* accepts the draft manual in writing.

1.2 OPERATION AND MAINTENANCE MANUAL FORMAT

- .1 Organize data in the form of an instructional manual.
- .2 Binders: vinyl, hard covered, three D-rings, loose leaf, 216 x 279 mm, with spine and face pockets.
- .3 When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.
- .4 Cover: Identify each binder with typed or printed title "Operation and Maintenance Manual", name of Project or facility, and subject matter of contents.
- .5 Arrange content by systems under Section numbers and sequence of Table of Contents.
- .6 Provide tabbed fly leaf for each separate *Product* or system, with typed description of *Product* and major component parts of equipment.
- .7 Text: Manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- .9 Provide electronic copy of manual in PDF format

1.3 OPERATION AND MAINTENANCE MANUAL – GENERAL CONTENT

- .1 Table of contents for each volume.
- .2 Introductory information including:
 - .1 Date of manual submission.
 - .2 Complete contact information for *Consultant*, subconsultants, other consultants, and *Contractor*, with names of responsible parties.
 - .3 Schedule of *Products* and systems indexed to content of volume.
- .4 For each *Product* or system, include complete contact information for *Subcontractors*, *Suppliers* and manufacturers, including local sources for supplies and replacement parts.
- .5 *Product* Data: mark each sheet to clearly identify specific products, options, and component parts, and data applicable to installation. Delete or strike out inapplicable information. Supplement with additional information as required.

- .6 Permits, certificates, letters of assurance and other relevant documents issued by or required by authorities having jurisdiction.
- .7 Warranties.
- .8 Operating and maintenance procedures, incorporating manufacturer's operating and maintenance instructions, in a logical sequence.

1.4 OPERATION AND MAINTENANCE MANUAL - EQUIPMENT AND SYSTEMS CONTENT

- .1 Each Item of Equipment and Each System: include description of unit or system and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- .2 Panel Board Circuit Directories: provide electrical service characteristics, controls, and communications.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.
- .8 Include sequence of operation by controls manufacturer.
- .9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .10 Provide installed control diagrams by controls manufacturer.
- .11 Provide *Contractor's* coordination drawings, with installed colour coded piping diagrams.
- .12 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- .13 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .14 Include testing and balancing reports.
- .15 Include additional content as specified in technical *Specifications* sections.

1.5 OPERATION AND MAINTENANCE MANUAL - PRODUCTS AND FINISHES CONTENT

- .1 Include *Product* data, with catalogue number, options selected, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured *Products*.
- .2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .3 Include an outline of requirements for routine and special inspections and for regular maintenance to ensure that on-going performance of the building envelope will meet the initial building envelope criteria.
- .4 Include additional content as specified in technical *Specifications* sections.

1.6 OPERATION AND MAINTENANCE MANUAL - WARRANTIES CONTENT

- .1 Separate each warranty with index tab sheets keyed to Table of Contents listing.
- .2 List each warrantor with complete contact information.
- .3 Verify that documents are in proper form and contain full information. Ensure that warranties are for the correct duration and are in *Owner's* name.

1.7 CONTRACTOR'S AS-BUILT DRAWINGS

- .1 Submit final as-built drawings in the form specified in Section 01 32 00 – Construction Progress Documentation to *Owner and Consultant*.

1.8 SPARE PARTS, MAINTENANCE MATERIALS, AND SPECIAL TOOLS

- .1 Supply spare parts, maintenance materials, and special tools in quantities specified in technical *Specifications* sections.
- .2 Ensure spare parts and maintenance materials are new, not damaged nor defective, and of same quality, manufacturer, and batch or production run as installed *Products*.
- .3 Provide tags for special tools identifying their function and associated *Product*.
- .4 Deliver to and store items at location directed by *Owner* at *Place of the Work*. Store in original packaging with manufacturer's labels intact and in a manner to prevent damage or deterioration.
- .5 Catalogue all items and submit to *Consultant* an inventory listing organized by *Specifications* section. Include *Consultant* reviewed inventory listing in operation and maintenance manual.

END OF SECTION

1.1 SUMMARY

- .1 Demonstrate and provide training to *Owner's* personnel on operation and maintenance of equipment, building envelope and systems prior to scheduled date of *Ready-for-Takeover of the Work*.
- .2 *Owner* will provide list of personnel to receive training and will coordinate their attendance at agreed upon times.
- .3 Coordinate and schedule demonstration and training provided by *Subcontractors* and *Suppliers*.

1.2 SUBMITTALS

- .1 Submit proposed dates, times, durations, and locations for demonstration and training of each item of equipment and each system for which demonstration and training is required. Allow sufficient time for training and demonstration for each item of equipment or system, or time as may be specified in technical *Specifications*.

1.3 PREREQUISITES TO DEMONSTRATION AND TRAINING

- .1 Testing, adjusting, and balancing has been performed in accordance with *Contract Documents*.
- .2 Equipment and systems are fully operational.
- .3 Copy of completed operation and maintenance manual is available for use in demonstration and training.
- .4 Conditions for demonstration and training comply with requirements specified in technical *Specifications*.

END OF SECTION

SPECIAL PROVISIONS - GENERAL

Special Provisions - General are non-technical specifications, which can amend or extend the CCDC 01 General Requirement. If this project requires any contract specific Special Provisions - General, they shall form part of this contract document and shall be set out hereafter.

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S.P.(G)-001 CONTRACTOR HEALTH AND SAFETY

The successful bidder must provide a current copy of its WISR (Workplace Injury Summary Report) Health & Safety statement as provided by the Ontario Workplace Safety & Insurance Board.

Lascelles Engineering & Associates Limited will review the relevant statement and assess the overall Health & Safety rating of the bidder. Bidders whose rating indicates an increased risk to the Owner will be required to provide further information regarding the Health & Safety programs and practices in place by the Contractor.

Failure of a Bidder to provide their relevant Health & Safety statement within seven (7) working days after being requested to do so may be considered sufficient grounds for rejecting the tender.

As part of the Contractor's assumption of the role of the "Constructor" as defined by the Ministry of Labour under the Occupational Health and Safety Act (OHSA) and per Constructor duties outlined under the Regulation for Construction Projects (Ontario Regulation 213/91), the Contractor agrees to all attendant duties of such including the requirement to identify the name and contact information of a Supervisor/Competent Person.

When Lascelles Engineering & Associates Limited and Owner's staff enter the work area, they will interact with the Supervisor/Competent Person in furtherance of the OHSA, including being directed accordingly by the supervisor, as required under the OHSA.

All Lascelles Engineering & Associates Limited and Owner's staff entering the work area will report to the Supervisor/Competent Person and/or follow the Constructor reporting requirements on a site by site basis. All Lascelles Engineering & Associates Limited and Owner's staff entering the Constructor's work area are to be aware of the Supervisor/Competent Person at all times and report accordingly.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision - General.

S.P.(G)-002 NO OPEN BURNING

Open fires shall not be located within the limits of this contract.

Brush and debris shall be disposed of outside the Work Area in a manner approved by Lascalles Engineering & Associates Limited.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision – General.

S.P.(G)-003 SNOW REMOVAL

The Owner shall take care of snow removal during construction.

S.P.(G)-004 EXCESS FILL

All excess fill or soil generated from excavation of the building shall remain on-site and shall be placed at the north end of the property as indicated by the Owner.

S.P.(G)-005 LAYOUT

Layout of Building as shown on the Site Plan prepared by Lascelles Engineering and Associates Ltd. shall be completed by an Ontario Land Surveyor retained by the Contractor.