



Invitation to Tender

2021

2021 Curbing and Sidewalk Replacement Program

Part 1 General

1.1 BID CALL

- .1 Bids will be received electronically by the **City of Yorkton** (the "**Owner**"), at the following email address:

To: jmatsalla@yorkton.ca

Subject: Bids for 2021 Curbing and Sidewalk Replacement Program

Attention: Jessica Matsalla, City Clerk

before **2:00 pm local time** on **April 29th, 2021**, to perform the work for the **2021 Curbing and Sidewalk Replacement Program** as described in the Invitation to Tender.

- .2 All nine (9) enclosures noted in 1.12.4 below shall be scanned originals combined into one (1) file under ten (10) MB in size. This file shall be attached to the above noted email.
- .3 Bidders must confirm by phone at 1-306-786-1717 with the City Clerk named above before 2:00pm local time on **April 29th, 2021** to confirm that the Owner has received the bid submission.
- .4 The City Clerk will then reply via email to the sender of the bid confirming the phone conversation and that the bid has been received.
- .5 Emails containing bids that are submitted after 2:00pm local time on **April 29th, 2021** will not be opened.
- .6 Bids will be opened privately after the time for receipt of Bids. A summary of bid results and recommendation for award will be disclosed at the first available council meeting

1.2 INTENT

- .1 The intent of this Bid call is to obtain an offer to perform work on a unit price basis in accordance with the contract documents to complete the 2021 Curbing and Sidewalk Replacement Program at various locations throughout the city. The work includes approximately 415m of standard curb and gutter replacement, 1,135m² of separate and monolithic sidewalk replacement, 90m² of commercial driveway crossing replacement, and the replacement of 6 pedestrian ramps.

1.3 DEFINITIONS

- .1 In these Instructions to Bidders:

- .1 Bid: A bid submitted to perform the work described in the Invitation to Tender.
- .2 Bidder: Any person or firm submitting a Bid in response to this tender.
- .3 Bid Documents: The Invitation to Tender Supplemented with the Instructions to Bidders and Bid Form.
- .4 Contract Documents: As defined in CCDC 4 (2011) – Unit Price Contract.
- .5 Working Days: For the purposes of the tender period, working days are defined as any day of the work week (Monday to Friday).

1.4 CONTRACT/BID DOCUMENTS

- .1 The Contract/Bid Documents are identified as

City of Yorkton
2021 Curbing and Sidewalk Replacement Program

1.5 DOCUMENT AVAILABILITY

- .1 Bid Documents may be viewed and obtained on-line at <https://www.sasktenders.ca> and <https://www.yorkton.ca/tenders/>.
- .2 Bid Documents are made available only for purpose of obtaining offers for this project. Their use does not confer license or grant for other purpose.

1.6 DOCUMENT EXAMINATION

- .1 Upon receipt of Bid Documents verify that documents are complete.
- .2 Immediately notify the Owner upon finding any error, omission, inconsistency or discrepancy in Bid Documents.

1.7 PROJECT CONTACT/QUERIES/ADDENDA

- .1 Direct questions or request for clarifications in writing as follows:

The City of Yorkton – Public Works Department
Email: cwerner@yorkton.ca
Attn: Clayton Werner

Only email inquiries will be considered.

- .2 Questions or requests for clarifications must be submitted in writing no later than the end of the working day on **April 21st, 2021** Replies will be in the form of a written addenda which will be posted on <https://www.sasktenders.ca> and

<https://www.yorkton.ca/tenders/> no later than three (3) working days before the date set for the receipt of Bids.

- .3 The Owner may make changes to the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda, which will be posted on <https://www.sasktenders.ca> and <https://www.yorkton.ca/tenders/>.
- .4 All addenda become part of the Bid Documents. It is the responsibility of each Bidder to ensure that all addenda have been received and acknowledged prior to submitting a Bid. Bidders are responsible for addressing all addenda in their Bids.

1.8 EQUIVALENTS/ALTERNATES

- .1 Where the Invitation to Tender stipulates a particular product, material, equipment or construction method, requests for substitutions will be considered by the Owner if provided in writing no later than the end of the working day on **April 21st, 2021**.
- .2 Requests for substitutions must be submitted to the Owner as follows:

The City of Yorkton – Public Works Department
Email: cwerner@yorkton.ca
Attn: Clayton Werner
- .3 Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the Owner to determine quality and performance equivalency and otherwise determine the acceptability of the requested substitution. Requests for substitutions should identify any and all changes required in the applicable work, and all changes to any other works, which would become necessary to accommodate the requested substitution.
- .4 If the Owner is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the Owner may, at its option, issue a written addendum approving the substitution as an equal. All Bidders may then use that product, material, equipment, or construction method in place of the specified product, material, equipment, or construction method, and may prepare their Bids accordingly.
- .5 If the Owner does not approve a particular requested substitution, Bidders must base their Bid price upon the product, material, equipment, or construction method specified in the Bid Documents.

1.9 SITE ASSESSMENT

- .1 All Bidders are strongly recommended to examine the site prior to submitting their Bids.

1.10 CONSTRUCTION TIME

- .1 Bidder, in submitting a Bid, agrees to perform the work by the date indicated in the Contract Documents.

1.11 BID/CONTRACT SECURITY

- .1 Bid Security:
 - .1 Each Bidder shall include with its Bid the following Bid security:
 - .1 a properly executed bid bond in form CCDC – 220 in favour of the Owner for 10% of the Bid Price. Bid bonds should be issued by a bonding company licensed in the Province of Saskatchewan to conduct the business of a surety, or
 - .2 a signed, certified cheque in the amount of 10% of the Bid Price naming the Owner as payee.
 - .2 If no contract is awarded, all Bid security will be returned.
- .2 Performance Security
 - .1 The accepted Bidder will be required to provide a performance bond and a labour and materials payment bond, or letter of irrevocable credit, as specified in the Contract Documents.
 - .2 Bidders must include with their Bids a consent of surety, stating that the surety providing the bid bond is willing to supply the performance and labour and materials payment bonds required.
 - .3 Payment for performance and labour and materials payment bonds shall be included in the Bid Price.

1.12 BID COMPLETION

- .1 Complete the Bid Form, and all supplements and appendices attached to the Bid Form, in their entirety and in accordance with these Instructions to Bidders and any instructions indicated on the Bid Form or the supplements/appendices.
- .2 Complete the Bid Form with all portions fully filled out in ink or typewritten and with signatures in longhand. Complete Bids without delineation, alteration or erasures.
- .3 The Bid Form should be signed by an authorized representative of the Bidder.
- .4 Bids shall include the following:
 - .1 One executed copy of the Bid Form, including all required supplements and appendices to the Bid Form;

- .2 Unit Prices Form;
 - .3 Proposed Subcontractors Form;
 - .4 A completed copy of CCDC 11 (2016) – Contractor's Qualification Statement;
 - .5 Bid bond or certified cheque in the amount of 10% of the Bid price;
 - .6 Consent of surety to provide the required performance bonds and labour and material payment bonds, or letter of irrevocable credit as specified in the Contract Documents;
 - .7 Certificate of Recognition (COR) as issued by the Saskatchewan Construction Safety Association (SCSA), safety certification from another equivalent certifying organization, or a safety program approved by the Owner;
 - .8 Letter of good standing for the Bidder issued by the Saskatchewan Workers Compensation Board; and
 - .9 All signed addendum(s) issued throughout the tender period.
- .5 Bid Ineligibility
- .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at discretion of the Owner, be declared non-compliant.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared or missing may, at the discretion of the Owner, be declared non-compliant.
 - .3 Bids that fail to satisfy bonding requirements may, at the discretion of the Owner, be declared non-compliant.
 - .4 Notwithstanding the foregoing, the Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any non-conformance, defects, informalities or irregularities in a Bid and accept a Bid which contains any such non-conformance, defects, irregularities or informalities. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

1.13 BID SUBMISSION

- .1 Bid Submission
 - .1 Bidders are to be solely responsible for the email submission of their Bids in accordance with the instructions herein, in the manner and time prescribed.

.2 Bid Modification or Withdrawal

- .1 Amendments to, or withdrawal of Bids will be permitted if received via email to the address designated in these Instructions to Bidders prior to Bid closing, and if signed by the same party or parties who signed the original Bid.
- .2 The onus is on Bidder to ensure timely receipt of Bid modifications.
- .3 Error on the part of Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

1.14 DURATION OF OFFER

- .1 Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the Bid submission deadline.

1.15 EVALUATION OF BIDS

- .1 Bids will be evaluated based on Bid Price and Bidder qualifications. In evaluating Bids, the Owner intends to select the qualified Bidder with the lowest Bid Price.
- .2 In assessing Bid Price where work is to be performed on a unit price basis, the Owner will consider each Bidder's total extended price to complete the Work, based on estimated unit quantities as set forth in the Bid Form.
- .3 In assessing a Bidder's qualifications, the Owner may consider the information included within a Bidder's Bid (including in CCDC 11 (2016) - Contractor's Qualification Statement), the Owner's past experience in working with a Bidder, and such other criteria as the Owner deems relevant.
- .4 Disputes and past performance:
 - .1 The Owner may consider disputes, including disputes requiring litigation, in evaluating a Bidder's qualifications, and/or the Owner may reject a Bid from a Bidder that currently is, or previously has been, involved in such a dispute with the Owner.
 - .2 The Owner may review its records with respect to prior performance by a Bidder on previous contracts with the Owner. The Owner may consider such prior performance in evaluating a Bidder's qualifications, and/or the Owner may reject a Bid from a Bidder if the Owner determines that a Bidder's performance of previous Contract with the Owner is unsatisfactory.

- .5 The Owner may, in its discretion, request clarification from a Bidder during the evaluation process. A request for clarification will not allow a Bidder to revise, amend or otherwise alter its Bid Price.
- .6 The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.

1.16 BID ACCEPTANCE

- .1 The Owner will notify the selected Bidder in writing that its Bid has been accepted. The Owner will then prepare the Contract Documents based on the selected Bid, and will deliver the Contract Documents to the selected Bidder for execution. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance bond and labour and material payment bond, or letter of irrevocable credit within five (5) working days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid bond. Forfeiture of the Bid bond in such cases will not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
- .2 A copy of the Bidders City of Yorkton business licence must also be delivered within five (5) working days after receipt of the contract Documents for execution.
- .3 The Owner intends to notify all unsuccessful Bidders promptly after execution of the Contract Documents. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission within four (4) weeks after receiving notification of tender results.
- .4 Bid bonds will be returned to all Bidders after the selected Bidder has executed the Contract Documents and delivered the required performance security, or after the Owner has elected not to proceed with a contract award under this tender.

1.17 MISCELLANEOUS

- .1 If all qualified Bids exceed the amount that the Owner has budgeted for the work, or if the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the Owner may:
 - .1 reject all Bids;
 - .2 cancel this tender;
 - .3 issue a new tender or commence another procurement process, with or without adjusting the scope of work; and/or
 - .4 proceed in such other manner as the Owner deems appropriate.

- .2 Bidders are expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by a Bidder in relation to this tender, other than documents which the Owner places in the public domain. Bidders are expected to refrain from making any public announcements or news releases regarding this tender or the entering into of a contract pursuant to this tender, without the prior written approval of the Owner.
- .3 Bidders are advised that the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Bidders are advised that pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), the Owner may be required to disclose the Bid Documents and/or parts of any Bid received in response to this tender.
- .4 Conflict of Interest:
 - .1 Bidders are asked to disclose to the Owner in writing whether they have any actual, potential or perceived conflicts of interest relating to their participation in this tender or their provision of the requested services to the Owner, and if so, the nature of each conflict of interest. If the Owner receives disclosure of a conflict of interest from a Bidder, the Owner may in its sole discretion take one or more of the following steps:
 - .1 require the Bidder to address the conflict of interest to the satisfaction of the Owner;
 - .2 disqualify the Bidder from further participation in the tender; or
 - .3 such other steps as the Owner may deem appropriate.
 - .2 Further, if the Owner learns that a Bidder has failed to identify a conflict of interest, the Owner may disqualify the Bidder from this tender or take such other steps as the Owner may deem appropriate.
 - .3 For the purposes of this tender "conflict of interest" includes any situation or circumstance where, in relation to an Owner procurement competition, a Bidder has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:
 - .1 any relationship between the Bidder (including its management) and the Owner, members of council, its management, or other Owner personnel involved in this tender, which may give rise to a conflict of interest;

- .2 having, or having access to, information in the preparation of its Bid that is not available to other Bidders, but such does not include information a Bidder may have obtained in the past performance of a contract with the Owner that is not related to the creation, implementation or evaluation of this or a related procurement;
 - .3 communicating with any person with a view to influencing preferred treatment in the procurement competition (including but not limited to the lobbying of decision makers involved in the procurement competition); or
 - .4 engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.
- .5 Bidders are advised that procurements issued by the Owner which fall within the scope of New West Partnership Trade Agreement or the Agreement on Internal Trade are subject to the applicable provisions of those trade agreements.
- .6 All costs and expenses incurred by a Bidder in connection with this tender are the responsibility of the Bidder. The Owner will not reimburse Bidders for any such costs or expenses.

END OF SECTION

Submit Bid To:

To: jmatsalla@yorkton.ca
Subject: Bid for 2021 Curbing and Sidewalk Replacement Program
Attention: Jessica Matsalla, City Clerk

Contract Information:

Owner: City of Yorkton
Contract Title: 2021 Curbing and Sidewalk Replacement Program
Location: Yorkton, SK

Contractor's Declaration and Information:

The undersigned Bidder has examined and read the Bid Documents, including Addendum Number(s) _____ to _____ inclusive, and having examined all conditions affecting the Work, hereby agrees to provide all necessary materials, labour, and equipment to complete all Work set forth in accordance with the Bid Documents for the prices stated in the attached Unit Prices Form(s). All work on 4th Avenue North and York Road adjacent to the Civic Operations Centre must be completed by **June 15th, 2021**. All work on Northview Road, Bradbrooke Drive, and Roslyn Avenue must be completed by **June 30th, 2021**. All other work of the Contract must be completed by **September 30th, 2021**.

Submitted this _____ day of _____, 2021 by an authorized representative of:

Contractor's Legal Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____

Phone: _____ Fax: _____

E-mail: _____

Name (Print): _____

Title: _____

Signature: _____

We include this bid form along with the following scanned original enclosures as one (1) combined file less than ten (10) MB in size as an attachment to the above noted email:

1. Unit Prices Form(s);
2. Proposed Subcontractors Form;
3. A completed copy of CCDC 11 (2016) – Contractor's Qualification Statement;
4. Bid bond or certified cheque in the amount of 10% of the Bid Price;
5. Consent of surety to provide the required performance bonds and labour and material payment bonds, as specified in the Contract Documents;
6. Certificate of Recognition (COR) as issued by the Saskatchewan Construction Safety Association (SCSA), safety certification from another equivalent certifying organization, or a safety program approved by the Owner;
7. Letter of good standing issued by the Saskatchewan Workers Compensation Board; and
8. All signed addendum(s) issued throughout the tender period.

END OF SECTION

ITEM	DESCRIPTION	ARTICLE	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
Section 1 - General Requirements						
1.1	Bonding & Insurance	1 29 00 - 1.6.1.1	L.S.	1		
1.2	Mobilization & Demobilization	1 29 00 - 1.6.1.2	L.S.	1		
1.3	Traffic Accommodation	1 29 00 - 1.6.1.3	L.S.	1		
Section 1 Subtotal:						
Section 2 - Curbing and Sidewalk						
2.1	Standard Curb and Gutter Replacement	1 29 00 - 1.6.2.1	lm	415		
2.2	Separate Sidewalk Replacement	1 29 00 - 1.6.2.1	m ²	410		
2.3	Monolithic Rolled Curb and Sidewalk Replacement	1 29 00 - 1.6.2.1	m ²	115		
2.4	Monolithic Standard Curb and Sidewalk Replacement	1 29 00 - 1.6.2.1	m ²	610		
2.5	Commercial Driveway Crossing Replacement	1 29 00 - 1.6.2.1	m ²	90		
2.6	Pedestrian Ramp Replacement	1 29 00 - 1.6.2.1	ea	6		
Section 2 Subtotal:						
Subtotal Sections 1 - 2						
GST (5%)						
PST (6%)						
TOTAL						

Append to Bid Form

It is our intention that the following work will, subject to the Owner's approval, be subcontracted to the sub-contractors indicated below. All other work will be performed by our own forces, except as authorized in writing by the Owner.

TRADE	NAME AND ADDRESS OF SUB-CONTRACTOR

END OF SECTION

Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

This document is intended to provide information on the Contractor's capacity, skill, and experience. Information requested may be supplemented with additional sheets if required.

PROJECT

Project Title:

Project Number:

Location:

SUBMITTED TO

Name:

Address:

Phone:

E-mail:

SUBMITTED BY

Name:

Address:

Phone:

E-mail:

COMPANY INFORMATION

1. Legal Structure

Year Established:

Corporation ☐, Partnership ☐, Joint Venture ☐, Registered ☐, Sole Proprietor ☐, Other:

Names and Titles of Officers, Partners, Principal:

Name

Title / Position

2. Financial Reference

Bank Name:

Address:

Contact Person(s):

Phone:

E-mail:

3. Contract Security Reference

Company Name:

Address:

Contact Person(s):

Phone:

E-mail:

Use of a CCDC 11 document not containing a CCDC 11 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 11 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 11 – 2016.

Apply CCDC 11 copyright seal here.

Project Title:

Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

4. Insurances References

Liability Insurance Limit:
Insurance Company Name:
Insurance Broker or Representative:
Address:
Phone:
E-mail:

Deductible:

Property Insurance Limit:
Insurance Company Name:
Insurance Broker or Representative:
Address:
Phone:
E-mail:

Deductible:

5. Workers` Compensation

Rating:

6. Annual value of construction work for the past five (5) years

Year	Value	Year	Value	Year	Value
	\$		\$		\$
	\$		\$		

7. Membership Affiliation(s)

Insert list

QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

1. Key office personnel proposed for the Project (e.g. Principal in Charge, Project Manager, Estimator, etc)

Attach resume of qualifications and experience:

Name	Title / Position
------	------------------

2. Key site personnel proposed for the Project (e.g. Project manager, Superintendent, Foreman, etc)

Attach resume of qualifications and experience:

Name	Title / Position
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Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

PROJECT EXPERIENCE

1. **Major construction projects completed in the past five years (Appendix A).**
2. **Comparable construction projects completed (Appendix B).**
3. **Major construction projects underway as of the date of submission of Contractor's Qualification Statement (Appendix C).**

I declare the information in this form to be true and correct to the best of my knowledge

Signature of Contract Person: _____

Name of Contact Person: _____

Title of Contact Person: _____

Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

APPENDIX A

Major construction projects completed in the past five years.

Project Title:

Location:

Date Project Substantially Completed:

Project Value at Award: \$

Project Manager:

Date Project Completed:

Project Value at Completion: \$

Project Superintendent:

Owner:

Contact Person(s):

Phone:

E-mail:

Consultant:

Contact Person(s):

Phone:

E-mail:

Contract Type:

Stipulated Sum ☒, Construction Management ☒, Design-Build ☒

Prime Contractor ☒, Trade Contractor ☒

Description of Project and Scope of Services:

Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

APPENDIX B Comparable projects completed. (Similar type, size and complexity)

Project Title:

Location:

Date Project Substantially Completed:

Project Value at Award: \$

Project Manager:

Date Project Completed:

Project Value at Completion: \$

Project Superintendent:

Owner:

Contact Person(s):

Phone:

E-mail:

Consultant:

Contact Person(s):

Phone:

E-mail:

Contract Type:

Stipulated Sum ☒, Construction Management ☒, Design-Build ☒

Prime Contractor ☒, Trade Contractor ☒

Description of Project and Scope of Services:

Contractor's Qualification Statement

Standard Construction Document

CCDC 11 – 2016

APPENDIX C

Major construction projects underway as of the date of submission of Contractor's Qualification Statement.

Project Title:

Location:

Scheduled Completion Date:

Project Value at Award: \$

Project Manager:

Percent Completed:

%

Current Project Value: \$

Project Superintendent:

Owner:

Contact Person(s):

Phone:

E-mail:

Consultant:

Contact Person(s):

Phone:

E-mail:

Contract Type:

Stipulated Sum ☒, Construction Management ☒, Design-Build ☒

Prime Contractor ☒, Trade Contractor ☒

Description of Project and Scope of Services:

CCDC 4

Unit Price Contract

2 0 1 1

[Name of Project]

Apply a CCDC 4 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 4 – 2011 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

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CCDC 4 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. CCDC 4 can have important consequences. 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 4.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when unit prices are the primary basis of payment.

This Agreement made on the _____ 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

located at

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which

insert above the Place of the Work

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

insert above the name of the Consultant

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 *Substantial Performance of the Work*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

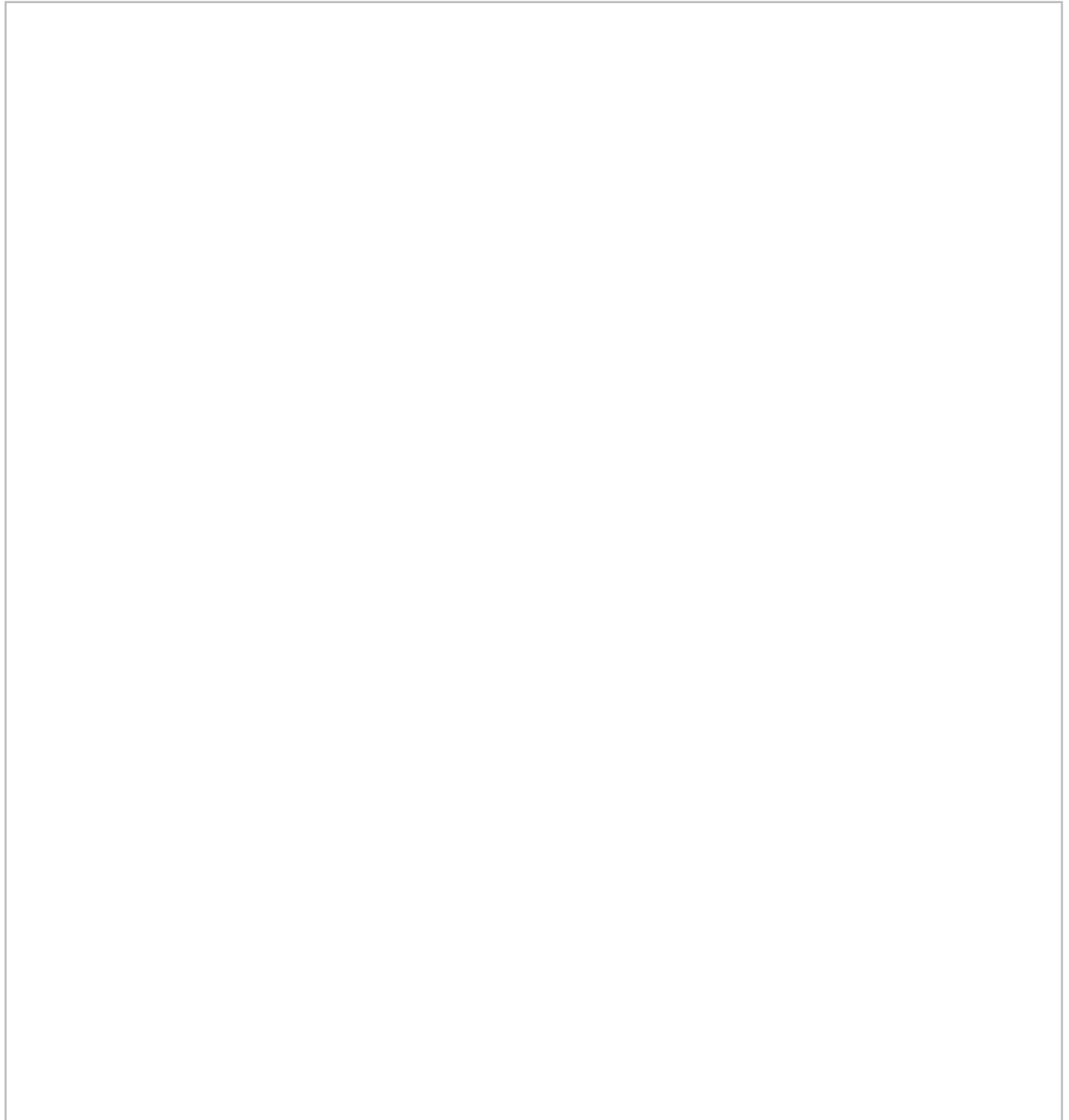
- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended 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
- The General Conditions of the Unit Price Contract

*



* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; 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)

ARTICLE A-4 CONTRACT PRICE

- 4.1 The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
Page Sub-total					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

Page of

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
Total Amount					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

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4.2 The estimated *Contract Price*, which is the total amount indicated in the *Schedule of Prices*, and which excludes *Value Added Taxes*, is:

/100 dollars \$

4.3 *Value Added Taxes* (of %) payable by the *Owner* to the *Contractor*, based on the estimated *Contract Price*, are:

/100 dollars \$

4.4 Total estimated amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

/100 dollars \$

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

4.6 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), 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* together with such *Value Added Taxes* as may be applicable to such payments, and
- .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 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by 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 5.3.1 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. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. 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 shall 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* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall 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 shall 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. 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

Facsimile number

e-mail address

Contractor

*name of Contractor**

address

Facsimile number

e-mail address

Consultant

*name of Consultant**

address

Facsimile number

e-mail address

** If it is intended that the notice must be received by a specific individual, 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

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

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 an adjustment in *Contract Price* and *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*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

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 sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*, plus lump sums, if any, and allowances, if any, stated in the *Schedule of Prices*.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

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. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

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 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.

Provide

Provide means to supply and install.

Schedule of Prices

The *Schedule of Prices* is the schedule included in Article A-4 - CONTRACT PRICE and, subject to adjustments as provided in the *Contract Documents*, identifies:

- the items of work;
- the units of measure, estimated quantity, and *Unit Price* for each *Unit Price* item;
- the price for each lump sum item, if any; and
- allowances, if any.

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*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

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*.

Unit Price

A *Unit Price* is the amount payable for a single *Unit Price* item as stated in the *Schedule of Prices*.

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 the 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 OF THE UNIT PRICE CONTRACT

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 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*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 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 the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 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 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *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*.
- 1.1.10 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*, *Consultant* or *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 *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and review 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 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 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 carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or any other persons performing portions of the *Work*.
- 2.2.7 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*.
- 2.2.8 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.
- 2.2.9 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*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 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.

- 2.2.12 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*.
- 2.2.13 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*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 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.
- 2.2.18 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.

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 measurement for payment, tests, inspections or approvals in the *Contract Documents*, or 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 measurements, tests, inspections and approvals. 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 measurement for payment, tests, inspections or approvals before such measurements, tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the measurements, tests, inspections, or approvals 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 designated 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 the *Consultant* or the *Owner* 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 has been incorporated in the *Work* and whether or not 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 removals or replacements 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 determination.

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 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 *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 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
 - .5 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 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report 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 the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 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.
- 3.2.6 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.

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*.
- 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, paragraph 3.3.1 and paragraph 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 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 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 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 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 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 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 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 of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.
- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

- 3.7.6 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 3.8 LABOUR AND PRODUCTS

- 3.8.1 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*.
- 3.8.2 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*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 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*.
- 3.10.9 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.
- 3.10.10 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*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 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*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them 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.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

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 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, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 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 *Consultant* and *Owner* must authorize ordering of items called for under cash allowances 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 fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly 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 As of the last day of the payment period, the amount claimed shall be:
1. the value of *Unit Price* work performed, being the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*; plus
 2. the value of lump sum work performed, proportionate to the amount of the lump sum item, plus
 3. the value of *Products* delivered to the *Place of the Work*.
- 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 lump sum items of work, aggregating the total amount of each lump sum item, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values for lump sum items of work shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment for lump sum items, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include with each application for payment:
1. a statement based on the schedule of values for the lump sum items of work; and
 2. quantity measurements and other evidence as requested by the *Consultant* for each *Unit Price* item.
- 5.2.7 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 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
1. the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 2. 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* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 3. the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.
- 5.3.2 Where the basis of payment for an item is by *Unit Price*, quantities in progress payments shall be considered approximate until all work required by that *Unit Price* item is complete.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one Working Day, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and 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*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 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*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* 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 such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 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 advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien 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.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, 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 remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 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, in a form acceptable to the *Consultant*, 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 The method of adjustment or the amount of adjustment to the *Contract Price* presented by the *Contractor* may be one of or a combination of the following:
- .1 Change to the estimated quantities for *Unit Price* items listed in the *Schedule of Prices* that are applicable to the change in the *Work*;
 - .2 Lump sum quotation for the change in the *Work*;
 - .3 *Unit Price* quotation for the change in the *Work*;
 - .4 Cost of the *Contractor's* actual expenditures attributable to the change plus a fee for the *Contractor's* overhead and profit as agreed by the parties;
 - .5 Cost of the *Contractor's* actual savings attributable to the change.
- 6.2.3 When the *Owner* and *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 application 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:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;

- .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence 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;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 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* attention to the *Work* 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 when requested.
- 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 *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 determination.
- 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* which 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 *Consultant*, with the *Owner's* approval, will 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 report the reasons for this finding to 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 AND MATERIALS, 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 an action or omission of the *Owner*, *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, 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*, *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 2.2.13 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.
- 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.

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The provisions of GC 6.7 - QUANTITY VARIATIONS apply to the estimated quantities identified in the *Schedule of Prices*, or where the estimated quantities have been amended by *Change Order*, the provisions apply to the amended estimated quantities.
- 6.7.2 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in the *Schedule of Prices* provided the actual quantity of the *Unit Price* item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.3 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.4 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply to the actual quantity of the *Unit Price* item. The adjusted *Unit Price* shall not exceed a *Unit Price* that would cause the payment amount to exceed that derived from the original *Unit Price* and estimated quantity.
- 6.7.5 The party that intends to request for an adjustment to a *Unit Price* shall give timely *Notice in Writing* to the other party and to the *Consultant*.
- 6.7.6 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.
- 6.7.7 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 prosecute 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* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* 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, and
 - .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:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* 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, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .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 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* should be 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*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 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* 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 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - 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 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 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.
- 8.2.2 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*.
- 8.2.3 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.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, 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 of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 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 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes 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*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 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.
- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (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 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 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.

- 8.3.2 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 8.2.6 of GC 8.2 – 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* and 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 in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, 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 *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 substances 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 toxic or hazardous substances which were 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 substances 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 *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 *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 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *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 12.1 - 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 *Consultant*, with the *Owner's* approval, will 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 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *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, and
 - .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 *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 *Contractor*.
- 9.5.2 If the *Owner* and *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, and
 - .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, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by paragraph 12.1 of GC 21.1 - INDEMNIFICATION.

- 9.5.3 If the *Owner* and *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, and
 - .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, and
 - .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 paragraph 12.1.
- 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.

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 such included 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 make 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; and 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 model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, *Substantial Performance of the Work* and the issuance of the final certificate for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum 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 *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned 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 *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *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*;
 - (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 *Substantial Performance of the Work*.
 - .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 another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, shall 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 *Substantial Performance of the Work*.

- 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 – INSURANCE REQUIREMENTS 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 – INSURANCE REQUIREMENTS 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 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the *Owner's* obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, 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 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 date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK 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*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 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 general liability insurance limit for one occurrence 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 claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 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.

12.1.5 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*.

12.1.6 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 became known;
- .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 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at 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* arising from the *Contractor's* involvement in the *Work*, 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 date of *Substantial Performance of the Work*, except as follows:

- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
- .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 for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
- .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 of GC 12.1 – INDEMNIFICATION and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at 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* arising from the *Owner's* involvement in the *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .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 for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - 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 date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 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 date of *Substantial Performance of the Work* should 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, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the 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.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 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 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.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*. If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

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 of *Substantial Performance of the Work*.
- 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.

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

These Supplementary Conditions contain modifications or additions to the General Conditions of the *Contract* - CCDC No. 4, 2011 edition. Where any part of the General Conditions are modified or deleted by the Supplementary Conditions, the unaltered provisions remain in effect.

This Contract is being managed by the Owner and as such, any reference to the Consultant is considered as a responsibility of the Owner.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

1. ARTICLE A-1 The Work

.1 Add the following new section 1.4

"In such case that the Contract is not completed within the time stated in the Contract, or by, or prior to a date to which the period of completion may have been extended, the Contractor will pay to the Owner as liquidated damages, the actual cost to the Owner of maintaining its engineering, inspection, and other forces and equipment on the Work after the said time for completion, together with such other damages as may be suffered by the Owner because of the Contractor's failure to complete the Work on time."

PART 1 - GENERAL PROVISIONS

2. GC 1.4 Assignment

.1 Delete paragraph 1.4.1 and replace with the following:

"The *Contractor* shall not assign the *Contract* or a portion thereof without the written consent of the *Owner*, which consent may be withheld at the sole discretion of the *Owner*. No assignment by the Contractor shall relieve the *Contractor* from its obligations and liabilities hereunder."

PART 2 - ADMINISTRATION OF THE CONTRACT

3. GC 2.1 Authority of the Consultant

.1 Delete paragraph 2.1.2 and replace with the following:

"Nothing in this *Contract* shall limit the *Owner's* ability to perform the responsibilities assigned to the *Consultant* in this *Contract* (including giving notices to the *Contractor* which the *Consultant* is permitted to give) or otherwise restrict the *Owner's* right to revoke the *Consultant's* authority to act on behalf of the *Owner*. Further, where no independent *Consultant* is named in the *Contract*,

the *Owner* shall assume the authority of the *Consultant* under this *Contract*."

4. GC 2.2 Role of the *Consultant*

.1 Paragraph 2.2.13: Add to the end of the paragraph:

"If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within 5 *Working Days* of the receipt of a *Supplemental Instruction*, provide the *Consultant* with a *Notice in Writing* to that effect which shall include the *Contractor's* good faith estimate of the expected adjustment to the *Contract Price* or in the *Contract Time* and a clear and unequivocal statement of the intention to make a claim for such adjustment. Failure to provide such *Notice in Writing* within such time shall preclude the *Contractor* from making a claim for an adjustment in the *Contract Price* or in the *Contract Time* as a result of the *Supplemental Instruction*."

PART 3 - EXECUTION OF THE WORK

5. GC 3.1 Control of the Work

.1 Add the following new paragraph 3.1.3:

"The *Contractor* represents that prior to entering into the *Contract*, the *Contractor* conducted such investigations and examinations of the *Place of the Work*, the *Contract Documents* and any other documents made available to the *Contractor* by the *Owner* (which include legal descriptions, results of tests, reports of independent testing agencies and surveys and documents indicating the location of utilities and other structures to the extent obtained by the *Owner*), so as to ascertain the nature and location of the *Work*, possible delays in commencing the phases of the *Work*, conditions relating to the transportation, handling and storage of materials, and facilities needed to perform the *Work*. Nothing in this paragraph 3.1.3 is intended to restrict the application of GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS."

6. GC 3.2 Construction by Owner or Other Contractors

.1 Delete paragraphs 3.2.2.1 and 3.2.2.2.

.2 Add the following new items after paragraph 3.2.3.3:

".4 provide for the co-ordination of the activities and work of other contractors

- and *Owner's* own forces with the *Work* of the *Contract*; and
- .5 retain overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*."

7. GC 3.4 Document Review

- .1 Add the following to the end of paragraph 3.4.1:

"Notwithstanding the foregoing, the *Contractor* will not be entitled to any adjustment to the *Contract Price* or *Contract Time* in respect of any error or omission in or between any *Drawings* or *Specifications* that would have been discovered by a diligent review of the *Drawings* and *Specifications* by a reasonably competent contractor prior to the establishing the *Contract Price* to perform the *Work* as inferable from the *Contract Documents*."

8. GC 3.5 Construction Schedule

- .1 Add the following new paragraph 3.5.2:

"If, due to the fault of the *Contractor*, the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, the *Contractor* shall take appropriate steps, at the *Contractor's* own expense, to cause the actual progress of the *Work* to conform to the schedule such that the date for achieving Substantial Performance of the *Work* specified in paragraph 1.3 of Article A1 of the Agreement shall be achieved. The *Contractor* shall produce and present to the *Owner* and the *Consultant*, for their review and approval, a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. The *Owner* shall be entitled to withhold any payment otherwise due to the *Contractor* until such time as the *Contractor* submits the recovery plan to the *Owner* and the *Consultant*."

9. GC 3.6 Supervision

- .1 Add the following to the end of paragraph 3.6.1:

"... and with the prior written approval of the *Owner*. If the *Owner*, acting reasonably, requests in writing that the *Contractor's* site supervisor or appointed representative be replaced, the *Contractor* shall appoint an acceptable replacement."

10. GC 3.7 Subcontractors and Suppliers

- .1 Delete paragraph 3.7.2 and replace with the following:

"The *Contractor* agrees to employ those *Subcontractors* and *Suppliers* accepted by the *Owner* at the signing of the *Contract* or otherwise identified in the *Contractor's* bid, if applicable. The *Contractor* shall not change the accepted *Subcontractors* or *Suppliers* without the prior written approval of the *Owner*, such approval not to be unreasonably withheld."

11. GC 3.9 Documents at the Site

- .1 Add the following sentence to the end of paragraph 3.9.1:

"Such submittals, reports, and records of meetings shall not in any case constitute the giving of notice under the *Contract* or in any way amend or alter the terms of the *Contract*."

12. GC 3.10 Shop Drawings

- .1 Paragraph 3.10.1: Add the words, "or as the *Consultant* may reasonably request" after "*Contract Documents*".

13. GC 3.12 Cutting and Remedial Work

- .1 Add the following sentence to the end of paragraph 3.12.3:

"The *Contractor* must provide the *Owner* and the *Consultant* with *Notice in Writing* of such ill-timed work, which shall include the *Contractor's* good faith estimate of the expected adjustment to the *Contract Price* or *Contract Time* and a clear and unequivocal statement of the intention to make a claim for such an adjustment no later than 10 *Working Days* after becoming aware of such ill-timed work, or the completion of such ill-timed work, whichever is earlier. Failure to provide such *Notice in Writing* within the time stipulated in this paragraph will constitute a waiver of the *Contractor's* right to make a claim for an adjustment in the *Contract Time* or *Contract Price* as a result of such ill-timed work."

PART 5 - PAYMENT

14. GC 5.1 Financing Information Required of the Owner

- .1 Delete GC 5.1 in its entirety.

15. GC 5.2 Application for Progress Payment

- .1 Add the following new paragraph 5.2.8:

"As a condition of receiving each progress payment after the first, the *Contractor* shall submit:

- .1 a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein; and
- .2 evidence of compliance with workers' compensation legislation and provincial sales tax legislation in force at the *Place of the Work*.

16. GC 5.3 Progress Payment

- .1 Paragraph 5.3.1.3: Delete "20" and substitute "30".

- .2 Add the following new paragraph 5.3.2:

"Notwithstanding any other provision of this *Contract*, the *Owner* may refuse to make the whole or any part of any payment otherwise due under this *Contract* including payment of any holdback to the *Contractor*, to the extent that is reasonably necessary to protect the *Owner* from loss because:

- .1 the *Work* is defective, or completed *Work* has been damaged by the *Contractor* requiring correction and replacement;
- .2 the *Owner* has been required to correct defective *Work* or complete *Work* in accordance with paragraph 7.1.4.1;
- .3 liens have been filed against the *Work* or written notice of a lien in respect of the *Work* has been given to the *Owner*;
- .4 of third party monetary claims against the *Contractor* which are enforceable against the *Owner*;
- .5 there are other items or deficiencies entitling the *Owner* to a set-off pursuant to this *Contract*; or
- .6 the *Contractor* has failed to deliver all manuals, records, as-built drawings, written warranties or other deliverables contemplated by the *Contract Documents*."

17. GC 5.5 Payment of Holdback Upon Substantial Performance of the Work

- .1 Add the following new item after paragraph 5.5.1.2:

".3 submit evidence of compliance with workers' compensation legislation and provincial sales tax legislation in force at the *Place of the Work*,

including payments due thereunder."

- .2 Delete paragraph 5.5.3 in its entirety.

18. GC 5.7 Final Payment

- .1 Add the following sentence to the end of paragraph 5.7.1:

"The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to the *Contract Documents*, including any undelivered as-built drawings."

- .2 Paragraph 5.7.4: Replace "5" with "30".

19. GC 5.9 Non-Conforming Work

- .1 Add the following to the end of paragraph 5.9.1:

"Furthermore, no review or approval of any *Shop Drawings* and no inspection, examination or test conducted by or on behalf of the *Owner*, nor any failure to do any of the foregoing, shall constitute acceptance of any *Work* or *Products* that are not in accordance with the requirements of the *Contract Documents*."

20. GC 5.10 Builders' Liens

Add new GC 5.10 BUILDERS' LIENS as follows:

- .1 Notwithstanding anything else in this PART 5- PAYMENT, if a claim of lien is made against the Owner registered against the *Project* lands, or if the *Owner* receives a written notice of a lien, and provided that such lien does not arise as a direct result of the *Owner's* failure to pay in accordance with the terms of the *Contract Documents*, the *Owner* shall be entitled to withhold any payment otherwise due to the *Contractor* until such time as such claims have been dealt with as provided below.
- .2 If the *Owner* receives a claim of lien or written notice of a lien arising from performance of the *Work*, the *Contractor* shall, within ten (10) days, at its expense, arrange for the withdrawal or other disposal of the written notice of a lien.
- .3 If a claim of lien arising from the performance of the *Work* is registered against the *Project* lands, the *Contractor* shall, within ten (10) days, at its expense, vacate

or discharge the lien from title to the *Project* lands. If the lien is merely vacated, the *Contractor* shall, if requested, undertake the *Owner's* defense of any subsequent action commenced in respect of the lien at the *Contractor's* expense.

- .4 If the *Contractor* fails or refuses to deal with a claim of lien or written notice of lien within the time prescribed above, the *Owner* shall at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by the *Owner* in doing so (including, without limitation, legal fees on a solicitor and his own client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the *Contractor*, and the *Owner* may deduct such amounts from the amounts otherwise due or owing to the *Contractor*.
- .5 Without limiting the generality of the foregoing, the *Contractor* shall satisfy all judgments and orders and pay all costs resulting from any builders' liens or any actions brought in connection with any liens, or in connection with any other claim or lawsuit brought against the *Owner* by any person that provided services or materials to the *Project* lands which constituted part of the *Work*, and the *Contractor* shall indemnify the *Owner* for any and all costs (including, without limitation, legal fees on a solicitor and his own client basis) and the *Owner* shall be entitled to deduct such costs from any amounts otherwise owing to the *Contractor*.
- .6 This GC 5.10 – BUILDERS' LIENS does not apply to liens claimed by the *Contractor*.

PART 6 - CHANGES IN THE WORK

21. GC 6.1 Owner's Right to Make Changes

- .1 Add new paragraph 6.1.3 to read as follows:

"Changes to the *Work* performed by the *Contractor* without a prior *Change Order* or a *Change Directive*, shall be at the *Contractor's* sole risk, cost and expense and the *Owner* shall not be liable for any claim for compensation in respect thereof by the *Contractor*. Claims by the *Contractor* for a change in the *Contract Price* shall be barred unless there has been strict compliance with all requirements in PART 6 – CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alteration or additions to the *Work* and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this *Contract* or a claim for any

extension of the *Contract Time*."

22. GC 6.2 Change Order

- .1 Add the following sentence to the end of paragraph 6.2.1:

"Lump sum quotations for changes to the *Work* provided by the *Contractor* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*, and shall be in such form as the *Consultant* may reasonably require."

- .2 Add new paragraph 6.2.4 to read as follows:

"The adjustment to the *Contract Price* and *Contract Time* recorded in a *Change Order* shall be the only adjustment made to the *Contract Price* and *Contract Time* for the proposed change in the *Work* referred to in the *Change Order* and the *Contractor* will not be entitled to be paid any additional amount (including, without limitation, on account of cumulative impact of changes to the *Work*) or to be granted any additional time to perform the *Work* as a result of or arising in any way, either directly or indirectly, from the proposed change in the *Work* other than that adjustment of the *Contract Time* and *Contract Price* agreed to and recorded in the *Change Order*."

23. GC 6.3 Change Directive

- .1 Delete paragraph 6.3.7 and substitute the following

"The cost of performing the work attributable to a *Change Directive* shall, at the *Owner's* option, be determined based on the *Unit Prices* set forth in this *Contract*. Where the cost of performing the work attributable to a *Change Directive* is not determined based on *Unit Prices*, such cost will be limited to the sum of the following:

- .1 the actual labour costs of the *Contractor's* on-site own forces;
- .2 the actual labour costs of all *Subcontractor* on-site own forces;
- .3 the actual cost of all *Products* necessary for the change in the *Work*;
- .4 any other out-of-pocket fees or expenses not included in the mark-up for overhead, supervision and profit, and specifically agreed to by the *Owner* and the *Contractor*;
- .5 in the case of work performed by the *Contractor*, the *Contractor*

- shall be entitled to a percentage mark-up of **10%** on account of overhead, supervision and profit on the actual cost of the *Contractor's* work (i.e., the sum of items .1, .3 and .4 above); and
- .6 in the case of work performed by a *Subcontractor*:
- .1 the *Subcontractor* shall be entitled to a percentage mark-up of **10%** on account of overhead, supervision and profit on the actual cost of the *Subcontractor's* work (i.e., the sum of .2, .3 and .4 above); and
- .2 the *Contractor* shall be entitled to a percentage mark-up of **5%** for the *Contractor's* overhead, supervision and profit on account of the actual cost of the *Subcontractor's* work

The mark-ups for overhead, supervision and profit identified above are intended to include without limitation: all site and head office costs including head office personnel, insurance and bonding, travel costs, financing costs including holdback; the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein.

Labour costs shall be the actual, salaries or wages paid by the *Contractor* or any *Subcontractor*, plus the associated employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions, or shall be as otherwise set out in a salary or wage schedule agreed to by the *Owner* and the *Contractor*."

24. GC 6.4 Concealed or Unknown Conditions

- .1 Add the following new sentence to the end of paragraph 6.4.1:

"Failure by the *Contractor* to give a clear and unequivocal *Notice in Writing* within the time stipulated in this paragraph 6.4.1 will constitute a waiver of the *Contractor's* right to a change in the *Work* as contemplated by paragraph 6.4.2."

25. GC 6.5 Delays

- .1 Delete paragraph 6.5.4 and substitute the following:

"Notwithstanding anything herein to the contrary, no extension of the *Contract Time* will be given and the *Contractor* shall not be entitled to payment for costs

incurred as a result of any delay unless *Notice in Writing* (including details as to the cause of delay) is given to the *Consultant* and the *Owner* 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. Failure on the part of the *Contractor* to give the *Notice in Writing* to the *Consultant* and the *Owner* in accordance with this paragraph 6.5.4 will constitute a waiver of the *Contractor's* right to make a claim for an adjustment to the *Contract Price* or the *Contract Time* as a result of such delay."

- .2 Add new paragraph 6.5.6 to read as follows:

"Notwithstanding anything herein to the contrary, if the *Contractor* is delayed for 30 days or longer in the performance of the *Work* pursuant to paragraph 6.5.2 or 6.5.3, the *Owner* may terminate the *Contract* by written notice to the *Contractor* given at any time after the expiry of such 30 day period, in which case paragraph 7.1.7 hereof shall apply."

- .3 Add new paragraph 6.5.7 to read as follows:

"Notwithstanding anything herein to the contrary, no extension of the *Contract Time* will be given and the *Contractor* shall not be entitled to payment for costs incurred as a result of any delay if and to the extent that such delay could have been reasonably mitigated by the *Contractor*."

26. GC 6.6 Claims for a Change in Contract Price

- .1 Add the following to the end of paragraph 6.6.1:

"Failure to give such *Notice in Writing* of intent to claim to the other party and the *Consultant* in strict compliance with any express time period stipulated in the *Contract Documents* will constitute a waiver of the right to make such a claim."

27. GC 6.7 Quantity Variations

- .1 Delete paragraphs 6.7.3 through 6.7.7 and replace with the following new paragraph 6.7.3:

"Unless otherwise agreed, any such adjusted *Unit Price* shall reflect the cost of performing the *Work*, together with a reasonable markup on account of overhead and profit."

PART 7 - DEFAULT NOTICE

28. GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract

.1 Add the following new paragraph 7.1.7:

"The *Owner* may terminate the *Contractor's* right to continue with the *Work* at any time without cause. In the event of such termination by the *Owner*, the following provisions shall apply.

.1 Upon the date of giving such notice of termination without cause, which shall be the effective date of such termination, the *Contractor* shall:

- .1 stop the performance of the *Work* to the extent directed in the notice of termination;**
- .2 if required by the *Owner*, cancel to the extent possible all outstanding contracts with *Subcontractors* or *Suppliers*;**
- .3 use its best efforts to minimize all costs incurred by the *Contractor*, all *Subcontractors* and all *Suppliers* as a result of such termination of the *Work*; and**
- .4 take any other action toward cancellation of the *Work* which the *Owner* may direct.**

.2 Upon the *Contractor* delivering or making available to the *Owner* all components and items of the *Work* as they exist at the effective date of termination without a lien having been filed in respect thereof (or if filed, such lien having been removed), the *Owner* will pay to the *Contractor* the value of the *Work* performed to the effective date of cancellation (including profit on *Work* performed) calculated with reference to the *Contract Documents*, plus all actual direct expenses, charges and liabilities necessitated by the cancellation.

.3 The *Owner* shall have the right to elect by notification to the *Contractor* to assume the *Contractor's* contractual rights with any third party as to the performance of any aspect of the *Work* to the extent such contracts are assignable, and upon such notification the *Contractor* shall execute and deliver to the *Owner* an assignment sufficient for such purposes.

29. GC 7.2 Contractor's Right to Perform the Work, Stop the Work, Or Terminate the Contract

.1 Delete paragraph 7.2.2 in its entirety.

- .2 Delete paragraph 7.2.3.1 in its entirety.
- .3 Paragraph 7.2.3.3: Add the phrase ", except where the *Owner* has a *bona fide* claim for set off" after the word "court."

PART 8 – DISPUTE RESOLUTION

30. GC 8.1 Authority of the Consultant

- .1 Paragraph 8.1.2: Replace "8.2.8" with "8.2.6".

31. GC 8.2 Negotiation, Mediation and Arbitration

- .1 Delete paragraphs 8.2.6, 8.2.7 and 8.2.8 and replace with the following new paragraph 8.2.6:

"Upon termination of the mediated negotiations according to paragraph 8.2.4, either the *Owner* or the *Contractor* may refer the unresolved dispute to the courts, or they may by an agreement in writing refer the unresolved dispute to any other form of dispute resolution, including binding arbitration."

PART 9 - PROTECTION OF PERSONS AND PROPERTY

32. GC 9.1 Protection of Work and Property

- .1 Delete paragraph 9.1.2 in its entirety and replace with the following:

"Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or inferable from the *Contract Documents*, or that are reasonably apparent in or inferable from an inspection of the *Place of the Work*."

33. GC 9.4 Construction Safety

- .1 Add the following new paragraph 9.4.2:

"9.4.2 Without restricting the generality of paragraph 9.4.1, the Contractor acknowledges that it is the "prime contractor" for the Place of the Work pursuant to The Saskatchewan Employment Act and the Contractor undertakes to carry out the duties and responsibilities of the "prime contractor". The Contractor shall indemnify and hold harmless the Owner

from any liability for claims, damages or penalties, including reasonable legal fees to defend any offences, arising from the Contractor's failure to comply with the duties, responsibilities and obligations of the "prime contractor".

PART 10 - GOVERNING REGULATIONS

34. GC 10.2 Laws, Notices, Permits and Fees

- .1 Delete paragraph 10.2.2 and replace with the following:

"The *Owner* shall obtain and pay for the development permit, permanent easements, and rights of servitude. The *Contractor* shall obtain and pay for the application of building permits, occupancy permits and other permits, licenses, or certificates necessary for the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety. The *Contract Price* includes the costs of all permits, licences, inspections and certificates to be obtained by the *Contractor*, and their procurement."

- .2 Delete paragraph 10.2.3.

- .3 Add the following sentence to the end of paragraph 10.2.7:

"Failure on the part of the *Contractor* to advise the *Owner* in writing of such change to such laws, ordinances, rules, regulations, or codes in accordance with paragraph 10.2.5 will constitute a waiver of the *Contractor's* right to any such change in the *Contract Price*."

35. GC 10.4 Worker's Compensation

- .1 Add the following new paragraph 10.4.3:

"The *Contractor* shall ensure that workers' compensation covers all workers engaged in the *Work* in accordance with the statutory requirements of the province or territory having jurisdiction over such employees, including the provision of voluntary coverage, where applicable, for all workers engaged in the *Work* for whom mandatory coverage under workers' compensation legislation in force at the *Place of the Work* does not apply."

PART 11 - INSURANCE AND CONTRACT SECURITY

36. GC 11.2 Contract Security

- .1 Add new paragraph 11.2.3 to read as follows:

"The *Contractor* shall, prior to the commencement of the *Work*, provide to the *Owner*:

- .1 a performance bond in an amount equal to 50% of the *Contract Price*, covering the performance of the *Contract*, including the *Contractor's* requirements with respect to the correction of deficiencies and the fulfillment of all warranties; and a labour and material payment bond in an amount equal to 50% of the *Contract Price* covering payment for labour and *Products*, or
- .2 a letter of irrevocable credit for the amount of 50% of the *Contract Price*,

each in a form acceptable by the *Owner*."

PART 12 INDEMNIFICATION - WAIVER - WARRANTY

37. GC 12.1 Indemnification

- .1 Delete paragraph 12.1.1 entirely and replace with the following:

"The *Contractor* shall indemnify and hold harmless the *Owner*, the *Consultant*, any sub-consultants engaged by either the *Owner* or the *Contractor*, and their respective directors, officers, partners, employees and agents 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 the *Contractor's* involvement in this *Contract*, provided such claims:

- .1 are attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property; and
- .2 arise from the negligent acts or omissions of the *Contractor*, any *Subcontractor*, or anyone for whose acts or omissions the *Contractor* is liable, or a failure of the *Contractor* to fulfill its obligations under the *Contract*."

- .2 Delete paragraph 12.1.2 and replace with the following:

"The obligation of the *Contractor* to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* (excluding losses related to damage to the *Work*) for which insurance is to be provided by the *Contractor* pursuant to this *Contract*, \$5,000,000 per occurrence; and
- .2 In respect to claims by third parties, the obligation to indemnify is without limit."

- .2 Paragraph 12.1.3: "Replace "12.1.2" with "12.1.4 and 12.1.5".

- .3 Delete paragraph 12.1.4 entirely and replace with the following:

"The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Owner's* obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES. The *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES."

38. GC 12.2 Waiver of Claims

- .1 Delete paragraph 12.2.3 in its entirety as replace with the following:

"Any claim which the *Owner* may have against the *Contractor* arising out of the *Contractor's* performance of the *Work* shall be brought within a period of 2 years from the date of *Substantial Performance of the Work* or within the applicable limitation period prescribed by any limitation of actions legislation in force in the province or territory of the *Place of the Work*, whichever period is longer."

- .2 Delete paragraphs 12.2.4 and 12.2.5 in their entirety.

- .3 Delete paragraphs 12.2.9 and 12.2.10 in their entirety.

39. GC 12.3 Warranty

- .1 Delete paragraph 12.3.1 and replace with the following:

"Except for extended warranties as described in the *Contract Documents*, the warranty period under the *Contract* for the purposes of paragraph 12.3.4 is one year from the date of *Substantial Performance of the Work*."

- .2 Add the following new sentence to the end of paragraph 12.3.2:

"The *Contractor* warrants that the *Work* will be in accordance with the *Contract Documents*, will be completed in a good and workmanlike manner and will be free from all defects and deficiencies."

- .3 Add the following to the end of paragraph 12.3.4:

"If the *Contractor* does not promptly and diligently correct any defect or deficiency in the *Work* for which it has received notice under GC 12.3, then the *Owner* may correct such defect or deficiency and the *Contractor* shall reimburse the *Owner* for all reasonable costs and expenses incurred by the *Owner* in such regard within 30 days of the *Owner* invoicing the *Contractor* for such amounts. The term "defects and deficiencies" includes all damage resulting from any defect or deficiency."

- .4 Add the following to the end of paragraph 12.3.5:

"Furthermore, the *Contractor* shall correct, at the *Contractor's* expense, defects of deficiencies in the corrected work which appear within one year after completion of the corrected work."

- .5 Revise paragraph 12.3.6 to read as follows:

"Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 for certain portions of the *Work* or *Products* shall be as specified in the *Contract Documents*. Extended warranties regarding specific *Products* shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended *Products* 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.

- .6 Add new paragraph 12.3.7 to read as follows:

"Where applicable, warranties shall take into account seasonal deficiencies, such as for landscaping, and the commencement of such warranties shall commence upon the date that the seasonal deficiencies have been remedied."

END OF SECTION

Part 1 General

1.1 SUMMARY OF WORK

- .1 Work Covered By Contract Documents
 - .1 The Work includes approximately 415m of standard curb and gutter replacement, 1,135m² of separate and monolithic sidewalk replacement, 90m² of commercial driveway crossing replacement, and the replacement of 6 pedestrian ramps.
- .2 Contract method
 - .1 Construct Work under a single unit price contract.
- .3 Work by Others
 - .1 Co-operate with other Contractors in carrying out their respective works and carry out instructions from Owner.
 - .2 Co-ordinate work with that of other Contractors. If any part of work under this Contract depends for its proper execution or result upon work of another Contractor, report promptly to Owner, in writing, any defects which may interfere with proper execution of Work.
 - .3 Work of Project which will be executed prior to the start of Work of this Contract and which is specifically excluded from this Contract:
 - .1 Existing curb and gutter along 4th Avenue North and York Road adjacent to the Civic Operations Centre has already been removed from site. The Contractor will be able to access 4th Avenue North and York Road to complete the work no later than June 1st, 2021.
 - .2 Existing curb and gutter, and sidewalks on Roslyn Avenue from High Street to 169 Roslyn has already been removed from site and backfilled with recycled asphalt millings.
 - .4 Work of Project which will be executed after completion of Work of this Contract and which is specifically excluded from this Contract:
 - .1 Installation of curb, gutter, and sidewalk at the following locations must be completed before June 30th, 2021 to accommodate asphalt paving operations:
 - .1 Northview Road from Allanbrooke Drive to Northfield Bay;
 - .2 Bradbrooke Drive from Allanbrooke Drive to Mountview Road;
 - .3 Roslyn Avenue from High Street to 169 Roslyn Avenue.
- .4 Contractor Use of Premises
 - .1 Work shall be completed in accordance with the City of Yorkton noise bylaw.
 - .2 The Contractor shall limit use of premises for Work, for storage, and for access, to allow:

-
- .1 Owner occupancy.
 - .2 Work by other contractors or utility agencies.
 - .3 RCMP, fire, emergency response vehicles.
 - .4 Public usage.
 - .5 Garbage collection services.
 - .1 Should the Contractor's operations occur during scheduled garbage pickup times, the Contractor shall be responsible for coordinating and facilitating the garbage collection process. This includes the collection, coordination, and moving of bins to a suitable location for pickup. The Owner will provide the Contractor with contact information for Ottenbreit Sanitation Services (OSS) for coordination purposes.
 - .2 The City of Yorkton's garbage collection schedule can be accessed on-line at:
<https://www.yorkton.ca/en/your-city/residential-garbage-collection.aspx>.
 - .3 Co-ordinate use of premises under direction of Owner.
 - .1 Laydown areas to be identified by the Contractor and approved by the Owner prior to construction.
 - .4 The Contractor will be responsible for the cost to repair any curb and gutter, or sidewalks that are damaged during construction.
 - .5 Obtain and pay for use of additional storage or work areas outside of the roadway right-of-way as needed for operations under this Contract.
 - .5 Owner Occupancy
 - .1 Owner will occupy premises during entire construction period for execution of normal operations.
 - .2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.
 - .6 Existing Utilities/Infrastructure
 - .1 When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work and pedestrian and vehicular traffic.
 - .2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.
 - .3 The Contractor is responsible for daylighting and determining the location and elevation of all utilities including but not limited to potable water, sewer, gas, electrical, communication, and telephone lines, including conduits, utility boxes, vaults, or related structures within or adjacent to the Work site.

- .4 The Contractor shall safely protect, locate, maintain, and support existing utilities as required. Upon damage of existing utilities, immediately report any damage to the utility owner and to the Owner. All costs to supply materials and to perform repairs or replacement of damaged utilities and infrastructure shall be borne by the Contractor.
- .5 The Contractor shall immediately notify the Owner where existing utilities conflict with the proposed Work. The Contractor shall proceed as directed by the Owner. The Owner may authorize changes in the alignment and grade of the Work to avoid the utility conflict. The Contractor shall supply all labour and material required to conform to the new alignment.
- .6 The Contractor shall provide forty-eight (48) hours notice to affected persons where a disruption of the existing utility service is required to complete Work.
- .7 No payment will be made to the Contractor for the cost of locating, exposing, safeguarding, providing proper scheduling and notice to utility owners/users to accommodate relocations as any such costs are deemed to be incidental to the Work under the Contract and shall be incorporated into the unit prices.

1.2 SCHEDULE

- .1 Provide detailed project schedule by the date specified in the Notice of Award showing activity sequencing, interdependencies and duration estimates. Include listed activities as follows:
 - .1 Insurance and bonding submittals;
 - .2 Samples and material testing results;
 - .3 Mix design approvals;
 - .4 Preconstruction meeting;
 - .5 Mobilization;
 - .6 Phasing of concrete removal and replacement operations;
 - .7 Set up of traffic accommodation;
 - .8 Site clean-up, restoration, and final inspection; and
 - .9 Demobilization.
- .2 If the Contractors project schedule is impacted during the course of the Work, the Contractor shall provide the Owner with an updated project schedule showing revised timelines and completion dates of all affected parts of the Work.
- .3 Public Notifications
 - .1 The Owner will prepare construction notification forms for delivery to the public by the Contractor.
 - .2 The Contractor shall deliver the notifications to residents and businesses impacted by the Work a minimum of 3 weeks prior to commencing operations.

1.3 SUBMITTAL PROCEDURES

.1 Administrative

- .1 Submit to Owner submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review submittals prior to submission to Owner. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .6 Notify Owner, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify field measurements and affected adjacent Work are co-ordinated.
- .8 Contractor's responsibility for errors and omissions in submission is not relieved by Owner's review of submittals.
- .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner review.
- .10 Keep one reviewed copy of each submission on site.

.2 Shop Drawings and Product Data

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .3 Allow seven (7) days for Owner's review of each submission.
- .4 Adjustments made on shop drawings by Owner are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Owner prior to proceeding with Work.

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- .5 Make changes in shop drawings as Owner may require, consistent with Contract Documents. When resubmitting, notify Owner in writing of revisions other than those requested.
 - .6 Accompany submissions with transmittal letter, containing:
 - .1 Date
 - .2 Project title and number
 - .3 Contractor's name and address
 - .4 Identification and quantity of each shop drawing, product data and sample
 - .5 Other pertinent data
 - .7 Submissions 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, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .8 Submit electronic copy in PDF format of shop drawings, product data, test reports, certificates, manufactures instructions and field reports and Operation and Maintenance Data for each requirement requested in specification Sections and as Owner may reasonably request.
 - .9 Delete information not applicable to project.
 - .10 Supplement standard information to provide details applicable to project.
 - .11 If upon review by the Owner, no errors or omissions are discovered or if only minor corrections are made, fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .3 Samples
- .1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.
 - .2 Deliver samples prepaid to the Owner's site office.
 - .3 Notify Owner in writing, at time of submission of deviations in samples from requirements of Contract Documents.
 - .4 Where colour, pattern or texture is criterion, submit full range of samples.

- .5 Adjustments made on samples by the Owner are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Owner prior to proceeding with Work.
- .6 Make changes in samples which Owner may require, consistent with Contract Documents.
- .7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.
- .4 Mock-Ups
 - .1 Provide as requested.
- .5 Progress Photographs
 - .1 Submit digital progress photographs as work progresses.

1.4 PROJECT MEETINGS

- .1 Administrative
 - .1 Owner will schedule and administer project progress meetings throughout progress of work.
 - .2 Owner to provide physical space and make arrangements for meetings.
 - .3 Contractors' superintendent and representatives of subcontractors authorized to act on behalf of the party each represents to attend meetings.
 - .4 Discuss project schedule at meetings, identify activities that are behind schedule and provide measures to make up lost time without compromising the scope or quality of work. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on the baseline schedule.
 - .5 Weather related delays with their remedial measures will be discussed and negotiated.
 - .6 The Owner will record and distribute meetings minutes.

1.5 REGULATORY REQUIREMENTS

- .1 Regulations affecting work include but are not limited to the following:
 - .1 Access Communications
 - .2 Canadian Transportation Agency;
 - .3 Environment and Climate Change Canada;
 - .4 National Building Code;
 - .5 National Energy Board;
 - .6 Occupation Health and Safety Act;
 - .7 Saskatchewan Labour;
 - .8 Saskatchewan Ministry of Environment;
 - .9 Saskatchewan Ministry of Highways and Infrastructure;

- .10 Saskatchewan Water Security Agency;
 - .11 SaskEnergy;
 - .12 SaskPower;
 - .13 SaskTel;
 - .14 TransGas;
 - .15 Transportation Association of Canada;
 - .16 Transport Canada;
 - .17 Local Municipal By-laws and Servicing Standards;
 - .18 All other National, Provincial and Regional Regulatory Bodies.
- .2 The Contractor is required to coordinate construction activities with any removals, installations, and alterations required as part of the project by any of the above noted agencies.
- .3 All mitigating measures required by regulatory agencies will not be paid for directly but will be considered a subsidiary obligation of the Contractor.

1.6 SITE CONDITIONS

- .1 Prior to commencing actual construction work, inspect field conditions, obtain and confirm actual site dimensions, examine surface condition, as required, to ensure correct execution of the work.
- .2 Commencement of construction constitutes acceptance of existing conditions and means dimensions have been considered, verified, and are acceptable.

1.7 FIELD ENGINEERING

- .1 Survey Requirements
 - .1 The Owner to provide surveyor(s) for construction staking.
 - .2 The Owner to provide all stakes and other survey/staking materials, to illustrate the horizontal and vertical construction requirements.
 - .3 The Owner shall provide all surveying for field quantity calculations.
 - .4 The Contractor shall provide a minimum of 48 hours' notice to Owner for construction staking.
 - .5 The Contractor shall preserve permanent reference points during construction.
- .2 Records
 - .1 Owner to maintain a complete, accurate log of control and survey work as it progresses.
- .3 Subsurface Conditions
 - .1 The Contractor shall promptly notify Owner in writing if subsurface conditions at Place of the Work differ materially from those indicated in

Contract Documents, or reasonable assumption of probable conditions based thereon.

- .2 After prompt investigation, should Owner determine that conditions do differ materially; instructions will be issued for changes in the Work as provided in the contract procedures for Changes in the Work.

1.8 QUALITY CONTROL

.1 Inspection

- .1 Allow Owner access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Owner instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 The Owner may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

.2 Independent Inspection Agencies

- .1 Independent Inspection/Testing Agencies will be engaged by Owner for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by Owner.
- .2 The Contractor shall provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax the Contractors responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection, and/or testing, additional inspection and/or testing to ascertain the full degree of the defect shall be completed. The Contractor shall pay costs for retesting and reinspection.
- .5 The Contractor shall correct defects and irregularities as advised by the Owner at no cost to the Owner.

.3 Access to Work

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

- .4 Procedures
 - .1 Notify appropriate agency and Owner in advance of requirement for tests, in order that attendance arrangements can be made.
 - .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.
 - .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.
- .5 Rejected Work
 - .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Owner as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
 - .2 Make good other Contractor's Work damaged by such removals or replacements promptly.
 - .3 If in opinion of the Owner it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by the Owner.
- .6 Reports
 - .1 Submit an electronic (pdf) copy of inspection and test reports to the Owner.
 - .2 Provide copies to Subcontractor of work being inspected or tested and/or manufacturer or fabricator of material being inspected or tested.

1.9 TEMPORARY UTILITIES

- .1 Water
 - .1 Water required for the project will be supplied by the Owner at no direct cost to the Contractor. The Contractor is responsible for obtaining the water from locations which will be determined by the Owner:
 - .1 Contractor to ensure backflow prevention device(s) are installed as required on all water supply connections.
- .2 Temporary Heating
 - .1 Contractor to provide temporary heating required during construction period, including attendance, maintenance, and fuel.
- .3 Temporary Power and Light
 - .1 The Contractor will pay for temporary power during construction for temporary lighting and operating of power tools.

- .4 Fire Protection
 - .1 Provide and maintain temporary fire protection equipment during performance of Work.
 - .2 Burning rubbish and construction waste materials is not permitted on site.

1.10 CONSTRUCTION FACILITIES

- .1 Provide construction facilities in order to execute work expeditiously.
- .2 Remove from site all such work after use.
- .3 Hoisting
 - .1 Provide, operate and maintain cranes required for moving of materials and equipment.
 - .2 Hoist cranes shall be operated by a qualified operator.
- .4 Site Storage/Loading
 - .1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
 - .2 Do not load or permit to load any part of Work with a weight or force that will endanger the Work.
- .5 Construction Parking
 - .1 Parking will be permitted on site provided it does not disrupt performance of Work.
 - .2 Provide and maintain adequate access to project site.
 - .3 Build and maintain temporary roads where indicated or directed by Owner.
 - .4 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractors' use of roads.
- .6 Security
 - .1 Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays.
- .7 Equipment, Tool and Materials Storage
 - .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
 - .2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities.
- .8 Sanitary Facilities
 - .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

- .2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.
- .9 Construction Signage
 - .1 No other signs or advertisements, other than warning signs, are permitted on site.
 - .2 Maintain approved signs and notices in good condition for duration of project, and dispose of off-site on completion of project or earlier if directed by Owner.

1.11 TEMPORARY BARRIERS AND ENCLOSURES

- .1 Installation and Removal
 - .1 Provide temporary controls in order to execute Work expeditiously.
 - .2 Remove from site all such work after use.
- .2 Guard Rails and Barricades
 - .1 Provide secure, rigid, steel fencing and barricades around deep excavations and open shafts.
 - .2 Provide as required by governing authorities.
- .3 Access to Site
 - .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
- .4 Public Traffic Flow
 - .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.
- .5 RCMP, Fire, and Emergency Response Routes
 - .1 Maintain access to property including overhead clearances for use by emergency response vehicles.
- .6 Protection for Off-Site and Public Property
 - .1 Protect surrounding private and public property from damage during performance of Work.
 - .2 Be responsible for damage incurred.

1.12 COMMON PRODUCT REQUIREMENTS

- .1 Quality
 - .1 Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.

- .2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
 - .1 Should any dispute arise as to quality or fitness of products, the decision rests strictly with the Owner based upon requirements of Contract Documents.
 - .2 Unless otherwise indicated in the specifications, maintain uniformity of manufacture for any particular or like item throughout the Work.
 - .3 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.
- .2 Availability
 - .1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Owner of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.
 - .2 In event of failure to notify the Owner at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the Owner reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.
- .3 Storage, Handling and Protection
 - .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
 - .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
 - .3 Store products subject to damage from weather in weatherproof enclosures.
 - .4 Store cementitious products clear of earth or concrete floors, and away from walls.
 - .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
 - .6 Remove and replace damaged products at own expense and to satisfaction of the Owner.

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- .7 Touch-up damaged factory finished surfaces to the Owner's satisfaction. Use touch-up materials to match original. Do not paint over name plates.
 - .4 Transportation
 - .1 Pay costs of transportation of products required in performance of Work.
 - .2 Transportation cost of products supplied by the Owner will be paid for by the Owner. Unload, handle and store such products.
 - .5 Manufacturer's Instructions
 - .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
 - .2 Notify Owner in writing, of conflicts between specifications and manufacturer's instructions, so that the Owner may establish course of action.
 - .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes the Owner to require removal and re-installation at no increase in Contract Price or Contract Time.
 - .6 Quality of Work
 - .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the Owner if required Work is such as to make it impractical to produce required results.
 - .2 Do not employ anyone unskilled in their required duties. The Owner reserves right to require dismissal from site, workers deemed incompetent or careless.
 - .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with the Owner, whose decision is final.
 - .7 Co-ordination
 - .1 Ensure cooperation of workers in laying out Work. Maintain efficient and continuous supervision.
 - .2 Be responsible for coordination and placement of openings, sleeves and accessories.
 - .8 Remedial Work
 - .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.
 - .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

1.13 CLEANING

- .1 Project Cleanliness
 - .1 Maintain Work in tidy condition, free from accumulation of waste products and debris.
 - .2 Remove waste materials from site at regularly scheduled times or dispose of as directed by the Owner. Do not burn waste materials on site.
 - .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
 - .4 Remove waste material and debris from site.
 - .5 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .2 Final Cleaning
 - .1 When Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
 - .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
 - .3 Prior to final review, remove surplus products, tools, construction machinery and equipment.
 - .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
 - .5 Sweep and wash clean paved areas.

1.14 CLOSEOUT PROCEDURES

- .1 Inspection and Declaration
 - .1 Contractor's Inspection
 - .1 Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .2 Notify the Owner in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - .3 Request the Owner's Inspection.
 - .2 Owner's Inspection
 - .1 The Owner and Contractor will perform inspection of Work to identify obvious defects or deficiencies; Contractor shall correct Work accordingly.
 - .3 Completion
 - .1 Submit written certificate that following have been performed.
 - .2 Work has been completed and inspected for compliance with Contract Documents.

- .3 Defects have been corrected and deficiencies have been completed.
- .4 Systems have been tested and are fully operational.
- .5 Work is complete and ready for Final Inspection.
- .4 Final Inspection
 - .1 When items noted above are completed, request final inspection of Work by Owner, and Contractor. If Work is deemed incomplete by Owner, complete outstanding items and request re-inspection.
- .5 Declaration of Substantial Performance
 - .1 When Owner considers the deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .2 Commencement of Lien and Warranty Periods
 - .1 Date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- .3 Final Payment
 - .1 When Owner considers the final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. If Work is deemed incomplete by Owner, complete outstanding items and request re-inspection.
- .4 Payment of Holdback
 - .1 After issuance of certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with Builders Lien Act.

1.15 CLOSEOUT SUBMITTALS

- .1 Record Drawings and Samples
 - .1 In addition to requirements in General Conditions, maintain for Owner one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to the Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
 - .7 Inspection certificates.

- .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by the Owner.
- .6 Recording Actual Site Conditions
 - .1 Record information on set of black line opaque drawings.
 - .2 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
 - .3 Contract Drawings and shop drawings: Legibly mark each item to record actual construction, including:
 - .1 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .2 Field changes of dimension and detail.
 - .3 Changes made by change orders.
 - .4 Details not on original Contract Drawings.
 - .5 References to related shop drawings and modifications.
- .2 Specifications
 - .1 Legibly mark each item to record actual construction.
- .3 Other Documents
 - .1 Maintain manufacturer's certifications, inspection certifications, and field test records required by individual specifications sections.
- .4 Warranties and Bonds
 - .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within [ten] days after completion of the applicable item of work.
 - .4 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.

- .5 Verify that documents are in proper form, contain full information, and are notarized.
- .6 Co-execute submittals when required.
- .7 Retain warranties and bonds until time specified for submittal.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 INVOICING

- .1 Provide draft invoice to the Owner for review at the end of each month as Work progresses.
- .2 Make schedule of values out in such form and supported by such evidence as the Owner may reasonably accept for payment.
- .3 Support draft invoices for products delivered to Place of Work but not yet incorporated into Work by such evidence as the Owner may reasonably require to establish value and delivery of products.
- .4 Invoice format to follow the Schedule of Quantities and Prices.
- .5 Following acceptance of the draft invoice, prepare invoice to the Owner for processing and payment.
- .6 Owner to provide payment within 30 days of receipt of invoice.

1.2 SUBSTANTIAL PERFORMANCE OF WORK

- .1 In accordance with the Builder's Lien Act, prepare and submit to the Owner a written request for Substantial Completion.
- .2 The Owner will inspect the work within 10 days of receipt of written request for Substantial Completion.
- .3 If the work is deemed Substantially Complete by the Owner, a Certificate of Substantial Performance will be issued to the Contractor.
- .4 If the work is not deemed substantially complete, the Owner will advise the Contractor and provide a list of deficient work.
- .5 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with the Owner, establish reasonable date for finishing Work.

1.3 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK

- .1 After 40 clear days of issuance of certificate of Substantial Performance of Work:
 - .1 Submit an invoice for payment of holdback amount.
 - .2 Submit sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred in Substantial Performance of Work and

for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.

- .3 After receipt of invoice and sworn statement, the Owner will issue payment of holdback amount.
- .4 The Owner may retain out of holdback amount any sums required by law to satisfy any liens against Work or, if permitted by lien legislation applicable to Place of Work, other third-party monetary claims against the Contractor which are enforceable against the Owner.

1.4 PROGRESSIVE RELEASE OF HOLDBACK

- .1 Where legislation permits, if the Owner has certified that Work of subcontractor or supplier has been performed prior to Substantial Performance of Work, the Owner shall pay holdback amount retained for such subcontract Work, or products supplied by such supplier, on a day following expiration of holdback period for such Work stipulated in lien legislation applicable to Place of Work.
- .2 Notwithstanding provisions of preceding paragraph, and notwithstanding wording of such certificates, ensure that such subcontract Work or products is protected pending issuance of final certificate for payment and be responsible for correction of defects or Work not performed regardless of whether or not such was apparent when such certificates were issued.

1.5 FINAL PAYMENT

- .1 Submit a final invoice when Work is completed.
- .2 The Owner will, no later than 10 days after receipt of an application for final payment, review Work to verify validity of application. The Owner will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.
- .3 The Owner will issue final payment when invoice for final payment is found valid.

1.6 Payment Items

- .1 General Requirements
 - .1 Bonding and Insurance
 - .1 Payment for bonding and insurance will be made at the lump sum price as shown in the Bid Form.

- .2 Payment will be full compensation for all costs related to providing the required bonding and insurance for the project.
 - .3 100% of the lump sum tendered amount will be included in the first progress payment certificate if all required bonding and insurance items are provided.
 - .2 Mobilization and Demobilization
 - .1 Payment for mobilization and demobilization will be made at the lump sum price as shown in the Bid Form.
 - .2 Payment will be full compensation for all costs associated with the mobilization and demobilization of labour forces, equipment, and materials to and from site.
 - .3 50% of the lump sum price will be included in the first progress payment certificate providing all listed equipment, personnel and materials are delivered to site and upon acceptance of Contractor's Construction Schedule by the Owner.
 - .4 The remaining 50% of the lump sum price will be included in the final progress payment certificate once all equipment is removed from site and clean-up is complete to the satisfaction of the Owner.
 - .3 Traffic Accommodation
 - .1 Payment for traffic accommodation will be made at the lump sum price as shown on the Bid Form.
 - .2 Payment will be full compensation for all equipment and labour required to supply and erect traffic signage, delineators, and barricades..
 - .3 Payment will also be compensation for maintenance of detours including checking signage daily for legibility, damage, suitability and location, cleaning, repair or replacement of signage, delineators, and barricades to ensure clarity and reflectance, removing or covering signs, and all other incidentals required to complete the work.
 - .4 Traffic accommodation will be paid monthly as a percentage of the lump sum tendered amount for traffic accommodation; which will be calculated on the basis of the dollar value of work completed, over the total value of the contract.
 - .2 Curbing and Sidewalk
 - .1 Standard Curb and Gutter Replacement
 - .1 Payment for standard curb and gutter replacement will be made at the unit price per lineal meter as shown on the Bid Form.
 - .2 Measurement for payment will be made along the face of the curb.

- .3 Payment will be full compensation for all materials, equipment and labour required to saw cut existing concrete and asphalt adjacent to the proposed curb and gutter, excavation, loading, hauling and disposal of existing concrete and waste material, sub grade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete, doweling for tie-ins, water, joints, finishing, curing, sealing, backfilling and all other incidentals required to complete the work.
- .2 Separate Sidewalk Replacement
 - .1 Payment for separate sidewalk replacement will be made at the unit price per square meter as shown on the Bid Form.
 - .2 Measurement for payment will be calculated as the area bound between the edges of the proposed sidewalk.
 - .3 Payment will be full compensation for all materials, equipment and labour required to saw cut existing concrete and asphalt adjacent to the proposed sidewalk, excavation, loading, hauling and disposal of existing concrete and waste material, sub grade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete, doweling for tie-ins, water, joints, finishing, curing, sealing, backfilling and all other incidentals required to complete the work.
- .3 Monolithic Rolled Curb and Sidewalk Replacement
 - .1 Payment for monolithic rolled curb and sidewalk replacement will be made at the unit price per square meter as shown on the Bid Form.
 - .2 Measurement for payment will be calculated as the area bound between the lip of gutter and back edge of the sidewalk.
 - .3 Payment will be full compensation for all materials, equipment and labour required to saw cut existing concrete and asphalt adjacent to the proposed curbing and sidewalk, excavation, loading, hauling and disposal of existing concrete and waste material, sub grade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete, doweling for tie-ins, water, joints, finishing, curing, sealing, backfilling and all other incidentals required to complete the work.

- .4 Monolithic Standard Curb and Sidewalk Replacement
 - .1 Payment for monolithic standard curb and sidewalk replacement will be made at the unit price per square meter as shown on the Bid Form.
 - .2 Measurement for payment will be calculated as the area bound between the lip of gutter and back edge of the sidewalk.
 - .3 Payment will be full compensation for all materials, equipment and labour required to saw cut existing concrete and asphalt adjacent to the proposed curbing and sidewalk, excavation, loading, hauling and disposal of existing concrete and waste material, sub grade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete, doweling for tie-ins, water, joints, finishing, curing, sealing, backfilling and all other incidentals required to complete the work.
- .5 Commercial Driveway Crossing Replacement
 - .1 Payment for commercial driveway crossing replacement will be made at the unit price per square meter as shown on the Bid Form.
 - .2 Measurement for payment will be calculated as the area of the crossing removed as measured in the field from the lip of the gutter to the back side of the driveway.
 - .3 Payment will be full compensation for all materials, equipment and labour required for the excavation, loading, hauling and disposal of existing concrete and waste material, sub grade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete curbing and slab, doweling for tie-ins, water, joints, finishing, curing, sealing, backfilling and all other incidentals required to complete the work.
- .6 Pedestrian Ramp Replacement
 - .1 Payment for pedestrian ramp replacement will be made at the unit price per each pedestrian ramp replaced as shown on the bid form.
 - .2 Payment will be full compensation for all materials, equipment and labour required to saw cut existing concrete and asphalt adjacent to the proposed pedestrian ramp, excavation, loading, hauling and disposal of existing concrete and waste material, subgrade preparation and compaction, supply and installation of granular base course, compaction, forming, supply and placement of concrete, doweling for tie-ins, water, joints, finishing, curing,

sealing, backfilling and all other incidentals required to complete the work.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 DESCRIPTION

- .1 The Work shall consist of all measures necessary to safely and expeditiously accommodate all traffic within the Work Zone, and using all roads open to the public and affected by the Contractor's operation. The Contractor shall supply all traffic accommodation materials including dust abatement. Traffic accommodation shall comply with the current edition of the Saskatchewan Ministry of Highways and Infrastructure Traffic Control Devices Manual for Work Zones, the Saskatchewan Ministry of Highways and Infrastructure standard specification for traffic accommodation, and the traffic accommodation plans that make up this contract.

1.2 OPERATIONAL REQUIREMENTS

- .1 Maintain existing conditions for traffic throughout period of contract except that, when required for construction under contract and when measures have been taken as specified and approved by the Owner to protect and control public traffic.

1.3 PROTECTION OF PUBLIC TRAFFIC

- .1 Comply with requirements of Acts, Regulations, and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.
- .2 When working on travelled way:
 - .1 Place equipment in position to present minimum interference and hazard to travelling public.
 - .2 Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.
 - .3 Do not leave equipment on travelled way overnight.
- .3 Do not close any lanes of road without approval of the Owner. Before re-routing traffic, erect suitable signage and devices in accordance with instructions contained in Part D of the Uniform Traffic Control Devices for Canada (UTCD).
- .4 Keep travelled way graded, free of pot holes, and of sufficient width for required number of lanes of traffic.
- .5 Provide and maintain road access and egress to property within the vicinity of the work being completed under Contract and in other areas as indicated, unless other means of road exist that meet approval of the Owner.

1.4 INFORMATIONAL AND WARNING DEVICES

- .1 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from Project Work which requires road users response.
- .2 Supply and erect signs, delineators, barricades, and miscellaneous warning devices as specified in the current edition of the Ministry of Highways and Infrastructure Traffic Control Devices Manual for Work Zones, or Part D – Temporary Conditions Signs and Devices of the UTCD Manual.
- .3 Place signs and other devices in locations recommended in the manuals mentioned above.
- .4 Meet with Owner prior to commencement of Work to prepare a list of signs and other devices required for project.
- .5 Continually maintain traffic control devices in use by:
 - .1 Checking signs daily for legibility, damage, suitability, and location. Clean, repair, or replace to ensure clarity and reflectance.
 - .2 Removing or covering signs which do not apply to conditions existing from day to day.

1.5 CONTROL OF PUBLIC TRAFFIC

- .1 Provide competent flag persons, trained in accordance with, and properly equipped as specified by the Ministry of Highways and Infrastructure Traffic Control Devices Manual for Work Zones, or the UTCD Manual in the following situations:
 - .1 When public traffic is required to pass working vehicles or equipment that block all or part of a travelled roadway.
 - .2 When it is necessary to institute a one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high, and traffic signal systems are not in use.
 - .3 When workers or equipment are employed on travelled way over brow of hills, around sharp curves, or at other locations where oncoming traffic would not otherwise have adequate warning.
 - .4 Where temporary protection is required while other traffic control devices are being erected or taken down.
 - .5 For emergency protection when other traffic control devices are not readily available.
 - .6 In situations where complete protection for workers, working equipment, and public traffic is not provided by other traffic control devices.

Part 2 Products

2.1 NOT USED

Part 3 EXECUTION

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 SUMMARY

.1 Landfill Requirements

- .1 All materials removed from the project with the exception of asphalt, concrete, and cast iron or metallic products are to be hauled to the City of Yorkton landfill site as directed by the Owner, unless otherwise stated.
- .2 The normal hours of operation of the City of Yorkton landfill can be found on-line at <https://www.yorkton.ca/en/your-city/landfill.aspx>.
- .3 Utilizing the landfill outside of the normal hours of operation will require that the Contractor attain approval from the Owner a minimum of 48 hours prior to use. Any costs related to employing qualified representatives for tracking quantities outside of the normal hours of operation are to be borne by the Contractor.
- .4 The Contractor is required to advise the landfill operator upon entering the landfill, the type of material (PVC or VCT piping, earth, etc.) that is loaded in the truck so that the operator can direct drivers to the proper disposal locations within the landfill site.
- .5 Each full or partial load of material removed from site must contain only one material so as not to cross contaminate designated unloading zones with more than one type of material.
- .6 Any hazardous materials encountered must be handled in accordance with Occupational Health and Safety regulations. Disposal of any hazardous materials at the landfill must be coordinated with the landfill operator to determine proper management procedures and dumping locations.

1.2 DELIVERY, STORAGE AND HANDLING

.1 Storage and Protection.

- .1 Prevent movement, settlement, or damage to adjacent structures and utilities that are to remain in place. Provide bracing and shoring required.
- .2 Protect existing items designated to remain and items designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of the Owner and at no cost to the Owner.
- .3 Remove and store materials to be salvaged, in manner to prevent damage.
- .4 Store and protect in accordance with requirements for maximum preservation of material.
- .5 Protect trees, plants and foliage on site and adjacent properties where indicated.

- .2 Waste Management and Disposal.
 - .1 Material to be removed from site shall be separated on site prior to loading and hauling to the landfill.
 - .2 Each full or partial load of material removed from site must contain only one commodity so as not to cross contaminate designated unloading zones with more than one type of material.
 - .3 Handle any hazardous materials encountered in accordance with Occupational Health and Safety regulations.
 - .4 Coordinate disposal of any hazardous materials with the Landfill Waste Management Coordinator.

1.3 SITE CONDITIONS

- .1 Site Environmental Requirements.
 - .1 Ensure that selective demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.
 - .2 Do not dispose of waste of volatile materials including but not limited to, mineral spirits, oil, petroleum-based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers.
 - .3 Ensure proper disposal procedures are maintained throughout the project.
 - .4 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers or onto adjacent properties.
 - .5 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 PREPARATION

- .1 Contractors must notify the Owner a minimum of 72 hours prior to excavation in a proposed area.
- .2 The location of existing buried and surface utilities shown on the drawings are not guaranteed to be accurate and must be verified by the Contractor prior to proceeding with construction.
- .3 Inspect site with the Owner and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.

- .4 Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- .5 Notify and obtain approval of utility companies before starting demolition.

3.2 REMOVAL OPERATIONS

- .1 Remove items as indicated.
- .2 Do not disturb items designated to remain in place.
- .3 Removal of Asphalt Pavement
 - .1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by the Owner.
 - .2 Protect adjacent joints and load transfer devices.
 - .3 All asphalt removed from the project shall be hauled to a recycling facility approved and inspected throughout the duration of the project by the Owner.
 - .4 The Contractor is responsible for any tipping fees associated with the disposal of asphalt products removed from site.
- .4 Removal of Concrete Products
 - .1 Removal of concrete products from site as shown on the Contract Drawings or as directed by the Owner include but are not limited Curbing, Medians, Sidewalk, Pedestrian Ramps, Piping, Catch Basins, and Manholes.
 - .2 The Contractor shall repair or replace, at no expense to the Owner, any damage to existing infrastructure resulting from the removal of concrete products.
 - .3 All concrete removed from the project shall be hauled to a recycling facility approved and inspected throughout the duration of the project by the Owner.
 - .4 The Contractor is responsible for any tipping fees associated with the disposal of concrete products removed from site.
- .5 Removal of Cast Iron or Metallic Products
 - .1 Remove cast iron or metallic products from site as shown on the Contract Drawings or as directed by the Owner.
 - .2 The Contractor shall repair or replace, at no expense to the Owner, any damage to existing infrastructure resulting from the removal of cast iron or metal products.

- .3 All cast iron or metallic products removed from the project shall be hauled to a recycling facility approved and inspected throughout the duration of the project by the Owner.
- .4 The Contractor is responsible for any tipping fees associated with the disposal of cast iron or metal products removed from site.
- .6 Removal of Surplus or Unsuitable Material
 - .1 Surplus or unsuitable material shall be delivered to the City of Yorkton Landfill.

3.3 REMOVAL FROM SITE

- .1 The Contractor shall be responsible for arranging for the loading and disposal of all material to the City of Yorkton Landfill site or elsewhere if specified.

3.4 RESTORATION

- .1 Restore areas and existing works outside areas of demolition to conditions that existed prior to commencement of work.
- .2 Use soil treatments and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

3.5 CLEANING

- .1 Upon completion of work, remove debris, trim surfaces and leave work site clean.
- .2 Use cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

END OF SECTION

Part 1 General

1.1 DESCRIPTION

- .1 The work shall consist of supplying, spreading, and compacting crushed and pugmilled aggregate on a prepared surface.

1.2 SUBMITTALS

- .1 Provide submittals and samples in accordance with Section 01 00 01 – General Requirements.
- .2 Submit to the Owner sieve analysis, Atterberg Limits, percent fractured faces, and percent lightweight pieces of material proposed for use at least 2 weeks prior to commencing work.

1.3 DEFINITIONS

- .1 The following definitions shall apply for this specification:
 - .1 Acceptance limit: The maximum or minimum value for a test result above or below which the section of roadway shall be rejected.
 - .2 Acceptance testing: The testing performed to determine compliance with the specification regarding certain requirements, limits and tolerances for the quality of materials and workmanship to be supplied.
 - .3 Base aggregate: The aggregate before pugmilling.
 - .4 Base mix: The mix after pugmilling, but before spreading.
 - .5 Base course: The mix in place on the road during and after spreading and compacting.
 - .6 Mean: The arithmetic average of a set of 'n' test results constituting the sample.
 - .7 Moving average: The arithmetic mean of 3 consecutive test results.
 - .8 Surface defects: Surface defects that are due to the Contractor's operation shall include but shall not be limited to the following:
 - .1 Potholing.
 - .2 Surface failures.
 - .3 Ravelling.
 - .4 Rutting.
 - .5 Bumps or dips.
 - .6 Irregular cross slopes.
 - .7 Segregation.

Part 2 Products

2.1 MATERIALS

.1 Granular base course material shall meet the following requirements:

- .1 Base aggregate shall be composed of sound, hard and durable particles of sand, gravel and rock free from injurious quantities of elongated, soft or flaky particles, shale, loam, clay balls and organic or other deleterious material.
- .2 Gradations to be within limits specified when tested to ASTM C136 and ASTM C117.

.1 Granular base course gradation to meet the following:

Sieve Designation	% Passing
18 mm	100
12.5 mm	75 - 100
5.0 mm	50 - 75
2.0 mm	32 - 52
0.900 mm	20 - 35
0.400 mm	15 - 25
0.160 mm	8 - 15
0.070 mm	6 - 11
<hr/>	
Plasticity Index	0 - 6
Fractured Face (%)	50.0 Minimum
Light Weight Pieces (%)	5.0 Maximum

- .2 The percentage passing the designated sieve sized for any representative sample, when plotted on a semi-log grading chart, shall show a free-flowing concave curve without sharp breaks, within the limits specified.
- .3 Liquid limit: to ASTM D4318, maximum 25
- .4 Crushed particles: at least 50% of particles by mass of the material retained on the 5.0 mm sieve to have at least 1 freshly fractured face.

Part 3 Execution

3.1 PROCESSING

.1 Base mix production shall comply with the following requirements during the pugmilling stage:

- .1 The Contractor shall cease operations if the moving average for any sieve does not comply with the specified requirements listed in the table above.

Operations shall not recommence until the specified requirements are met.

- .2 Upon recommencement of operations, the specified requirements shall be met on each of the initial 2 tests.
- .3 Failure to cease operations shall subject all subsequent materials to the requirements of 1.12.1.2 of the General Requirements for rejected products.
- .2 Base aggregate shall be stockpiled after the crushing operation and prior to the pugmilling.
- .3 During pugmilling operations, the Contractor shall have sufficient base aggregate in stockpile for at least 24 hr of pugmilling operation until crushing is completed.
- .4 Pugmilling shall be performed in a stationary mixing plant. The mixing unit shall be designed to ensure complete mixing of the materials.
- .5 The pugmill shall be equipped with spray bars for the addition of water.
- .6 The moisture content of the base mix shall not be greater than 5 % by weight when it leaves the pugmill.

3.2 PLACING

- .1 Place granular base mix after the granular sub-base is inspected and approved by the Owner in writing.
- .2 Place granular base course to depth and grade in areas indicated.
- .3 Ensure no frozen material is placed.
- .4 Place material only on clean unfrozen surface, free from snow and ice.
- .5 Place material using methods which do not lead to segregation or degradation of aggregate.
- .6 Place material to full width in uniform layers not exceeding 150 mm compacted thickness. The Owner may authorize thicker lifts (layers) if specified compaction can be achieved.
- .7 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
- .8 Remove and replace that portion of layer in which material becomes segregated during spreading.

- .9 If excess moisture originating from external causes including but not limited to precipitation and/or Contractor's operation is present in the subgrade and/or sub-base course and/or base course prior to the acceptance of the completed surfacing structure; the Contractor shall dry the subgrade and/or sub-base course and/or base course to the optimum moisture content and compact the subgrade and/or sub-base course and/or base course to not less than the specified density or the optimum density in accordance with the requirements for Moisture-Density Proctor.

3.3 COMPACTION

- .1 Compaction equipment to be capable of obtaining required base course densities.
- .2 Shape and roll alternately to obtain smooth, even and uniformly compacted base course.
- .3 Apply water as necessary during compacting to obtain specified density.
- .4 Base mix shall not be compacted if the atmospheric temperature is less than 2° C.
- .5 In areas not accessible to rolling equipment, compact to the specified density with mechanical tampers approved by the Owner.
- .6 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.
- .7 The section of base course shall be considered acceptable if it contains no surface defects, is true to grade and cross section, and if:
 - .1 The average density meets or exceeds 100 % of maximum density.
 - .2 All individual test results are greater than 98 % of maximum density.
 - .3 All individual moisture tests are within (+/-3 %) of the optimum moisture content.
- .8 Density testing to be completed every 250 m² for every 150 mm lift.
- .9 If the densities for any section of the roadway are outside the acceptance limits, the section shall be rejected as unacceptable work and the following shall apply:
 - .1 The Contractor shall have the opportunity to remedy existing base course by rerolling or by any other method suggested by the Contractor and approved by the Owner. The Contractor may request that the section of the roadway be retested during or after the completion of the remedial attempts.
 - .2 The section shall be tested a total of 3 times free of cost to the Contractor. The Contractor shall pay the cost of any additional testing.

- .3 If the base course in the section remains outside the acceptance limits after the remedial attempts, the Contractor shall remove and replace all the base course in that section.
- .10 Any section with surface defects shall be rejected as unacceptable work.
- .11 Surface defects shall be repaired in a manner acceptable to the Owner.
- .12 If required by the Owner, a prime coat shall be placed on the finished final lift of base course. Prime coat shall be placed within 24 h, weather permitting, after receiving written authorization from the Owner.

3.4 PROOF ROLLING

- .1 The Contractor shall provide a loaded tandem axle truck for proof rolling of the finished base course surface.
- .2 Obtain approval from the Owner to use non-standard proof rolling equipment.
- .3 Make sufficient passes with proof roller to subject every point on the surface to three separate passes of the loaded tire.
- .4 Proof roll at level in granular base as indicated. If use of non-standard proof rolling equipment is approved, Owner to determine level of proof rolling.
- .5 Where proof rolling reveals areas of defective base course, remove base to the depth and extent as directed by the Owner, replace base material, and compact in accordance with this section at no extra cost to the Owner.
- .6 Soils technician to provide written approval upon passing proof roll test.

3.5 SITE TOLERANCES

- .1 Finished base surface to be within plus or minus 20 mm of established grade and cross section but not uniformly high or low.

3.6 PROTECTION

- .1 Maintain finished base in condition conforming to this section until acceptance of the completed surfacing structure.

END OF SECTION

Part 1 General

1.1 DESCRIPTION

- .1 This section refers to the construction of concrete sidewalk, curb and gutter, monolithic curb, gutter and walk, driveway crossings, and pedestrian ramps.
- .2 The Contractor will be given the option of constructing hand formed sidewalk, curb and gutter at the unit rate bid in the schedule, provided that tie bars are used to tie the walk to the curb and gutter when poured separately. Extruded concrete shall meet the requirements of these specifications.

1.2 SUBMITTALS

- .1 Provide submittals and samples in accordance with Section 01 00 01 – General Requirements.
- .2 Inform Owner of proposed aggregate sources and provide access for sampling a minimum of three weeks prior to commencing work.
- .3 Mix Design
 - .1 Concrete production may not proceed until the Owner has approved the applicable mix design.
 - .2 Concrete mix designs shall be prepared by a CSA approved laboratory.
 - .3 Submit concrete mix designs, test data and certifications by qualified independent inspection and testing laboratory to Owner, for review and approval, a minimum of two weeks prior to commencing work.
 - .4 Provide reasonable evidence (necessary documentation and records) to the Owner to prove that the mix proportions selected will produce concrete of the specified strength, workability and yield. Tests must be redone each time there is a change in any component of the Mix Design.
 - .5 Provide evidence to prove that the air-void system, as determined on concrete cylinders, and in accordance with CSA A23.1, Clause 4.3.3.2.
 - .6 Certificates
 - .1 Submit to Owner manufacturer's test data and certification that following material meets requirements of this section prior to starting concrete work:
 - .2 Portland cement
 - .3 Admixtures
 - .4 Curing materials
 - .5 Supplementary Cementing Materials (SCMs)
 - .6 Submit certification that plant, equipment, and materials to be used in concrete comply with requirements of CAN/CSA-

A23.1/A23.2, and that mix design is adjusted to prevent alkali-silica aggregate reactivity problems.

- .7 All materials shall be from a single source.

Part 2 Products

2.1 MATERIALS

- .1 Granular Base Course to Section 32 11 23
- .2 Cement
 - .1 Cement to conform to CAN/CSA-A5, Type 50 (sulphate resistance)
- .3 Aggregate
 - .1 Aggregate to be coarse and fine aggregate consisting of crushed stone, gravel or natural sand, conforming to Clause 5 of CAN/CSA-A23.1.
- .4 Mixing and Curing Water
 - .1 Water to Clause 4 of CAN/CSA 3 A23.1-M90, clear from injurious amounts of oil, acid organic matter, sediment, or other substance harmful to mixing and curing or concrete.
- .5 Admixtures
 - .1 In general, approval will be given to proprietary and proven admixtures where they materially improve one or more desirable properties of fresh and/or hardened concrete.
 - .2 All admixtures to conform to the appropriate ASTM and CSA standards.
 - .3 Admixtures other than specified below shall not be added except with written authorization from the Owner:
 - .1 Air entraining admixtures to conform to ASTM C260 and CSA A266.1.
 - .2 Water reducing admixtures to conform to ASTM C494 and CSA A266.2
 - .4 Retarding admixtures to conform to ASTM C494 and approval for their use shall be obtained from the Owner.
 - .5 The use of calcium chloride will not be permitted.
- .6 Pozzolans
 - .1 Pozzolan materials such as Fly ash shall conform to CAN/CSA-A23.5-M86, Supplementary Cementing Materials.

2.2 CONCRETE MIX

- .1 Concrete mix shall satisfy the requirements of Exposure Classification C-2 of Table 2, CSA A23.1, and shall be in accordance with the following requirements.
 - .1 Extruded Concrete shall meet the following requirements:
 - .1 28-day compressive strength of 32 Mpa.
 - .2 Type 50 Sulphate Resistant Portland Cement.
 - .3 Minimum Cementitious Content = 300kg/m³
 - .4 Max nominal size of coarse aggregate of 20mm.
 - .5 Slump of 50±20 mm.
 - .6 Total air content of 5-7 %.
 - .7 Max water to cement ratio of 0.45.
 - .2 Hand poured concrete shall meet the following requirements:
 - .1 28-day compressive strength of 32 Mpa.
 - .2 Type 50 Sulphate Resistant Portland cement.
 - .3 Minimum Cementitious Content = 300kg/m³.
 - .4 Max nominal size of coarse aggregate of 20 mm.
 - .5 Slump of 70±20 mm.
 - .6 Total air content of 5-7 %.
 - .7 Max water to cement ratio of 0.45.
 - .3 Testing Frequency
 - .1 Slump and air tests will be completed every 50m³.
 - .2 The following number of lab cure cylinders will also be cast every 50m³ or a minimum of once per day of concrete production.
 - .1 1 cylinder for determination of the 7-day compressive strength
 - .2 2 cylinders for determination of the 28-day compressive strength
 - .3 1 spare cylinder for determination of the compressive strength as directed by the Owner

2.3 REINFORCEMENT

- .1 Steel Dowels to CSA G 30.1 2-M 1977, clean, plain, free from flattened or burred ends, free from rust, scale or other substances that prevent the bonding of the concrete to the reinforcement.
- .2 Steel dowels shall be 10M epoxy-coated steel bars.

2.4 ACCESSORIES

- .1 Curing Compound
 - .1 Curing compound to ASTM "Specification for Liquid Membrane-Forming Compounds for Curing Concrete, Designation C-309 Type 2, Class B, white or clear pigmented, resin based, liquid membrane forming compound.
 - .2 The Compound shall adhere to damp concrete having either horizontal or vertical surface to form a continuous film when applied according to the manufacturer's instructions.
 - .3 When dried, the Compound shall not be tacky and must adhere to the concrete surface even under normal pedestrian traffic conditions.
 - .4 The Compound shall contain a fugitive dye, readily distinguishable upon the concrete for at least four hours after application. The colour shall become inconspicuous within seven (7) days of application.

Part 3 Execution

3.1 EXCAVATION AND SUBGRADE

- .1 The subgrade shall be excavated in accordance with Section 31 26 13 - Reshaping Roadway Subgrade.
- .2 Disturbed subgrade shall be compacted to a minimum of 98% of standard proctor density. Density tests shall be done as deemed necessary by the Owner.

3.2 GRANULAR BASE

- .1 Obtain Owners approval of subgrade before placing granular base.
- .2 Granular base to be used on all hand placed concrete unless on subgrade that has been prepared for extruded concrete.
- .3 Place and compact granular base not exceeding lifts of 150 mm compacted depth.
- .4 Compact granular base to density specified in Section 32 11 23 – Granular Base Course.
- .5 Moisten granular base prior to pouring concrete. Do not let the granular base to freeze.

3.3 CONCRETE

- .1 Each load of ready-mix or transit-mix concrete to the site shall be accompanied by duplicate delivery slips providing the following information:

- .1 Name of ready-mix batch plant.
 - .2 Serial number of ticket.
 - .3 Date and truck number.
 - .4 Name of contractor.
 - .5 Specific designation of project.
 - .6 Specific class of concrete.
 - .7 Amount of concrete in cubic meters.
 - .8 Time of loading or first mixing of aggregate, cement and water.
- .2 The addition of water to concrete on site will not be permitted unless approved by the Owner.
- .3 Obtain Owners approval of granular base and reinforcing steel prior to placing concrete.

3.4 FORMS

- .1 Use steel or wooden forms of sufficient strength to resist the pressure of wet concrete. Leave forms in place for at least twelve (12) hours after concrete has been placed or longer if the Owner considers it necessary, unless the surface of the concrete is to be finished. Removal of forms shall not damage the finished concrete in any way.
- .2 The use of bent, twisted, battered or worn-out forms will not be permitted.
- .3 Forms are to be well cleaned and oiled before use.
- .4 Use flexible forms for all curves where necessary.
- .5 Forms may be checked for alignment and elevation by the Owner before concrete is poured.
- .6 Hold forms securely by approved bracing methods to avoid bulging and/or movement from the concrete.

3.5 FINISHING

- .1 Level the surface with a screed, leveling beam or other method approved by the Owner.
- .2 The concrete shall be tamped or vibrated using a mechanical concrete vibrator or vibratory screed. Do not over-vibrate the concrete to eliminate concrete bleeding.
- .3 After the concrete has set sufficiently to allow for finishing operations, the surface shall be brought to a true surface using a wood or magnesium float.

- .4 Contraction joints are to be marked every 1.5 m using a marking tool with rounded edges of 6 mm. Contraction joints shall be no less than 25 mm deep. Ragged edges shall not be permitted.
- .5 Immediately after floating or trowelling, give the sidewalk uniform broom finish to produce regular corrugations not exceeding 2 mm deep, by drawing broom in direction normal to centerline.
- .6 Edges shall be rounded to a radius of not less than 10 mm.
- .7 Construct the edges of the walk and the lines dividing the walk into panels that are rigidly straight. Do not allow joints with ragged edges.

3.6 JOINTS

- .1 Expansion Joints
 - .1 Expansion joints will be required where necessary
 - .2 The joint will be 10 mm wide and truly perpendicular.
 - .3 The expansion joint material shall be supplied by the Contractor and shall meet the requirements of ASTM Designation D1751 or D1752.
 - .4 No expansion joints shall be placed within 3 m of a service connection lead, catch basin or fire hydrant.
 - .5 A strip of expansion joint material 10 mm thick and to the full depth of the sidewalk shall be placed around the base of all poles and other isolated places as specified.
- .2 Contraction Joints
 - .1 Place Contraction joints every 1.5m by means of a marking tool or other approved method. The depth shall be at least 25 mm and the width at least 3 mm.
 - .2 The edge of the joint shall be rounded to a radius of no less than 6 mm.
 - .3 Joints are to be perpendicular to the longitudinal axis of the sidewalk, curb and gutter.
 - .4 Joints are to extend through the full width of the sidewalk, curb and gutter.
- .3 Sawed Joints
 - .1 If required, make saw joints with a special concrete saw capable of producing a true straight joint of constant depth as directed by the Owner.
- .4 Cold Joints

- .1 Cold Joints shall be required at the end of each day at the location of a contraction joint. Cold joints are to be reinforced with dowels inserted into the existing sidewalk, curb and gutter or other concrete structure. The dowels are inserted after holes have been drilled to accommodate the 600 mm 10 M dowels.

3.7 REINFORCING

- .1 Curb radii shall be reinforced with two 10 M reinforcing rods with at least 150 mm of the rod extending into the cold joint.
- .2 Hold in place all walk and median poured as a separate operation behind curb and gutter using 600 mm 10 M dowels inserted into the curb and gutter at 1.0 m on center line of the curb.

3.8 CURING AND PROTECTION

- .1 Spray the entire surface of finished concrete with a concrete curing compound in accordance with manufacturer's requirements.
- .2 Coat all concrete surfaces exposed after removal of forms as described above.
- .3 Do not allow vehicular or construction equipment to come in contact with the concrete for a minimum period of seven (7) days after pouring or until the concrete reaches a minimum strength of 20 MPa.
- .4 Erect and maintain barricades for a period of one day. Any damage to the finish of the walks or crossings shall be corrected at the expense of the contractor.
- .5 If corrections are not carried out before the concrete is hardened, repairs shall be made by the Contractor by replacing all damaged walk or curb and gutter. Patching will not be permitted.
- .6 The forms shall be removed with care, as to not damage the walk or curb. In the event of any defect in construction or finish, the entire sections must be removed on the order of the Owner.
- .7 The Contractor shall maintain sufficient canvas or other suitable covering to protect all fresh concrete from the elements.

3.9 COLD WEATHER REQUIREMENTS

- .1 Cold weather work to: CAN/CSA A23.1.
- .2 When the atmosphere had a temperature lower than 5°C, defrost all reinforcing materials, forms, and ground with which the concrete is to come into contact.

Concrete shall never be deposited on or against any surface which is at temperature of less than 2°C.

- .3 Do not place concrete on frozen subgrade native or granular. Frozen subgrade is to be thawed prior to concrete placement.
- .4 Limit concrete placement and protection according to the following table. Do not allow concrete temperature to drop below 10°C during the curing period.
- .5 Avoid rapid cooling of the concrete at the end of the heating period.

Outside Minimum Ambient Air Temperature	Protective Measures
5°C to 25°C	Normal Curing – no temperature protection required.
Below 5°C	Adequate insulation for 7 days to achieve strength specified in CAN/CSA3-A23.1 with suitable enclosure or supplementary heat

- .6 The requested use of high early strength concrete shall be at the expense of the Contractor.
- .7 All concrete showing evidence of freezing shall be removed from the job and replaced at the Contractors expense.

3.10 HOT WEATHER REQUIREMENTS

- .1 Hot weather work to: CAN/CSA A23.1.
- .2 Hot weather is defined as a combination of low relative humidity, windy conditions and high temperatures.
- .3 Limit the amount of concrete poured during hot weather to enable the work to be finished to the satisfaction of the Owner.
- .4 Protective measures to prevent fast setting of the concrete are to be implemented.

3.11 BACKFILL

- .1 Allow concrete to cure for seven (7) days prior to backfilling.

- .2 Backfill to designated elevations with pre-existing material approved by the Owner. Compact and shape as indicated or as directed by the Owner.

3.12 PEDESTRIAN RAMPS

- .1 Pedestrian ramps shall be installed in all radii according to details set out in drawings or as approved by the Owner.

3.13 ACCEPTANCE REQUIREMENTS

- .1 General
 - .1 The costs of all corrective measures shall be borne entirely by the contractor and rejected concrete shall be removed and replaced by and at the expense of the contractor.
 - .2 Testing will be undertaken by an independent testing laboratory and paid for by the Owner as outlined in the General Requirements.
 - .3 Notify the Owner when completed form work, string line and/or concrete reinforcement is ready for inspection.
 - .4 Allow ample time for notification, inspection and corrective work, if required, before scheduling concrete placement.
 - .5 Provide free access to all portions of the work and cooperate with the appointed firm.
- .2 Thickness
 - .1 At the opinion of the Owner, the thickness of the concrete section may be determined by coring a section representing each day's pour and determining the depth of each core by average measurements of the core.
 - .2 Sections found deficient in thickness by more than 5 mm shall be paid for at the reduced price as follows:

Deficiency of Concrete Thickness (mm)	Payment Percentage of Contract Unit Price
0-5	100
6-15	75

16-24	50
25 or greater	Remove and Replace

- .3 The cost of initial quality assurance core testing shall be tested at the expense of the Owner. Additional cores requested by the Contractor to determine the extent of areas deficient in thickness shall be paid for by the Contractor.

.3 Tolerances

- .1 Finish surfaces to within 6 mm in 3 m as measured with 3 m straightedge placed on surface.
- .2 Areas that do not meet the required tolerance shall be clearly marked out, and the Contractor shall, at his own expense:
- .1 Grind down any areas higher than 6 mm but not higher than 12 mm above the correct surface, as measured by the straight edge.
- .2 Break out and replace sections where the straight edge deviation exceeds 12 mm from the correct surface.
- .3 All grinding shall be carried out by an approved machine of a type and capacity suitable for the total area of grinding involved until the surface meets specified requirements.
- .4 At the opinion of the Owner, cured surfaces exhibiting pitting or air holes shall require a sack-rubbed finish.
- .1 Only products approved by the Owner shall be used for the sack-rubbed finish.
- .2 The sack-rubbed finish shall be completed in accordance with applicable sections of CSA A23.1 for sack-rubbed finish.

.4 Concrete Compressive Strength

- .1 All cylinders shall be taken at the place of the pour.
- .2 Test cylinders shall be made in accordance with ASTM Designation C31 and will be tested in accordance with ASTM Designation C39.
- .3 The minimum number of tests shall be as follows:
- .1 There shall be three (3) test cylinders taken from each side of City Block of portion thereof of sidewalk, curb and gutter or combined sidewalk, curb and gutter. Should the City Block be more than one hundred and fifty (150) metres long, then the number of additional cylinders to be taken shall be at the discretion of the Owner.
- .2 The average of all 28-day strength tests shall exceed the specified strength. When three (3) or more tests of the same class of

- concrete are available, the average of any three (3) consecutive tests shall be equal to or greater than the specified strength.
- .3 Slump tests and air content tests shall be taken with each 28-day strength tests shall be taken with each 28-day strength test. If the measured slump or air content falls outside the limits specified, a check test shall be made immediately on another portion of the same batch. In the event of a second failure the Owner may refuse to permit the use of the remainder of the batch.
- .4 In the case where the compressive strength of the test cylinder for any portion of the work falls below the requirements specified herein, the Owner shall require the following:
- .1 Where the 28-day strength of the test cylinder is under 30 MPa but over 25 MPa, the concrete shall be completely removed and replaced, or covered by a five (5) year Maintenance Bond, either of which shall be at the Contractors expense. The limits of the location covered by the Maintenance Bond shall be measured by the block or as determined by the Owner. The amount of the five (5) year maintenance Bond shall be twenty-five percent (25%) of the measured area or length of the work multiplied by the unit price submitted in the Bid Form.
- .2 Where the 28-day compressive strength of the test cylinder is under 25 MPa the Owner shall require complete replacement of the work, the limits of the concrete of which shall be the measured length of the block or as determined by the Owner. The replaced work shall be subject to the terms and conditions of this contract.
- .5 Corrective Action
- .1 The Contractor shall, at his own expense, correct such work or replace such materials found to be defective under this specification in an approved manner to the satisfaction of the Owner.

END OF SECTION

APPENDIX A

TENDER DRAWINGS



Item#	Civic Address	Standard Curb and Gutter (lm)	Separate Sidewalk (m²)	Monolithic Rolled Curb and Sidewalk (m²)	Monolithic Standard Curb and Sidewalk (m²)	Commercial Driveway Crossings (m²)	Pedestrian Ramps (ea)
1	364 Northview Road				103		
2	Backlane Northview					46	
3	5 Northfield Bay				26		
4	363 Northview Road (Stall 302)				10		
5	171-13 Dunlop Street West		19				
6	87 Victoria Avenue		7				
7	242 Victoria Avenue		7				
8	250 Victoria Avenue		14				
9	264 Victoria Avenue		3				
10	274 Victoria Avenue		3				
11	278 Victoria Avenue		5				
12	286 Victoria Avenue		19				
13	355 Bradbrooke Drive (by church)				24		
14	30 Smith Street Southside - Second to Third combined				223		
15	Smith Street southside - Second to Third Backlane Crossing					23	
16	Smith Street Southside - Second to Third (Ped Ramps)						2
17	Smith Street Southside - Fifth to Sixth combined				223		
18	Smith Street Southside - Fifth to Sixth Backlane Crossing					23	
19	Smith Street Southside - Fifth to Sixth (Ped Ramps)						2
20	2020 Roslyn Water & Sewer Replacement	215	155				
21	Roslyn Avenue and Park Street (Ped Ramps)						2
22	112 Roslyn Avenue		3				
23	144 Roslyn Avenue		9				
24	148 Roslyn Avenue		9				
25	156-162 Roslyn Avenue		54				
26	York Road (Civil Operations Centre)	200					
27	29 Riverside Terrace		12				
28	66 MacFarlane Avenue		12				
29	34 Sunset Drive North			12			
30	35 Langrill Drive			12			
31	161-157 Myrtle Avenue		77				
32	67 Bull Crescent			6			
33	70 Bull Crescent			63			
34	74 Bull Crescent			10			
35	79 Bull Crescent			10			
Total		415	408	113	609	92	6



PROJECT:

2021 CURBING AND SIDEWALK REPLACEMENT PROGRAM

TITLE:

LOCATION PLAN

DWG NO:

001

SCALE:

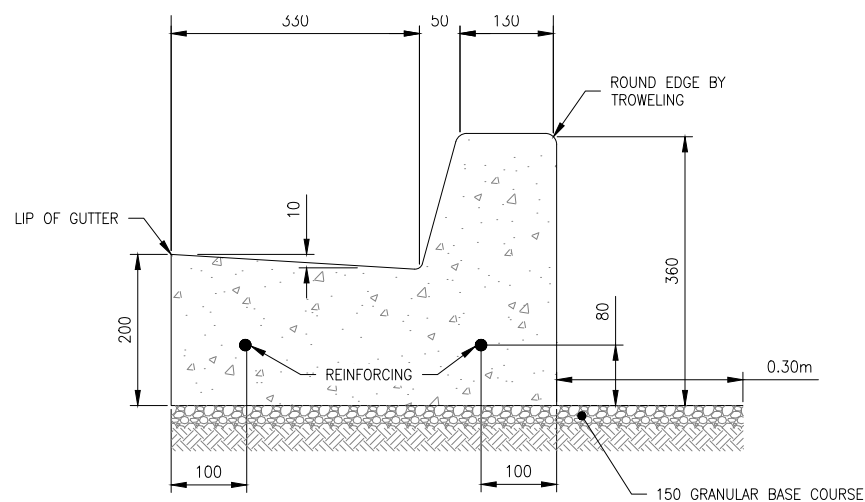
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DWG SIZE:

ANSI "B"

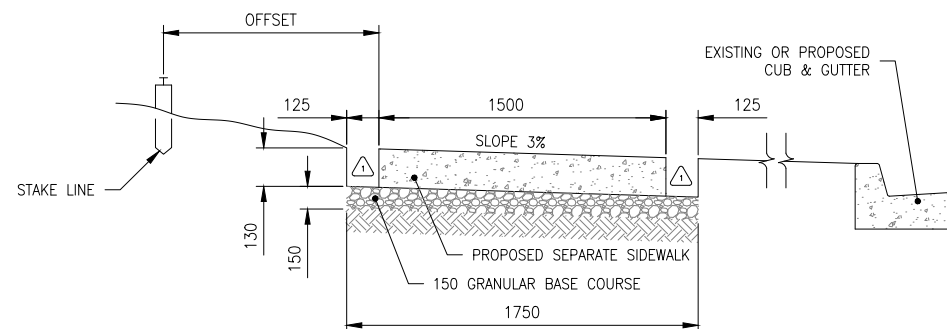
REV:

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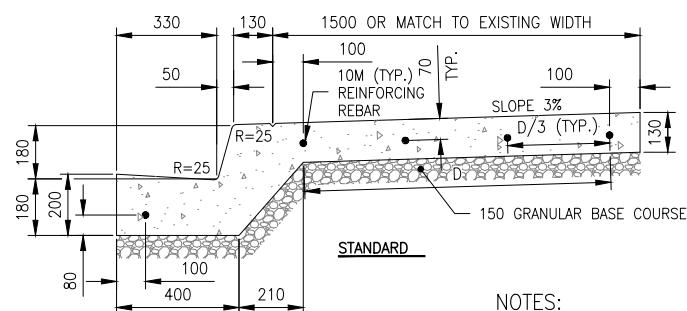
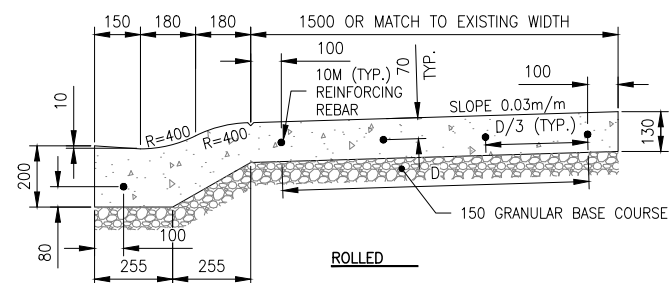
DETAIL

STANDARD CURB AND GUTTER



DETAIL
SEPARATE SIDEWALK

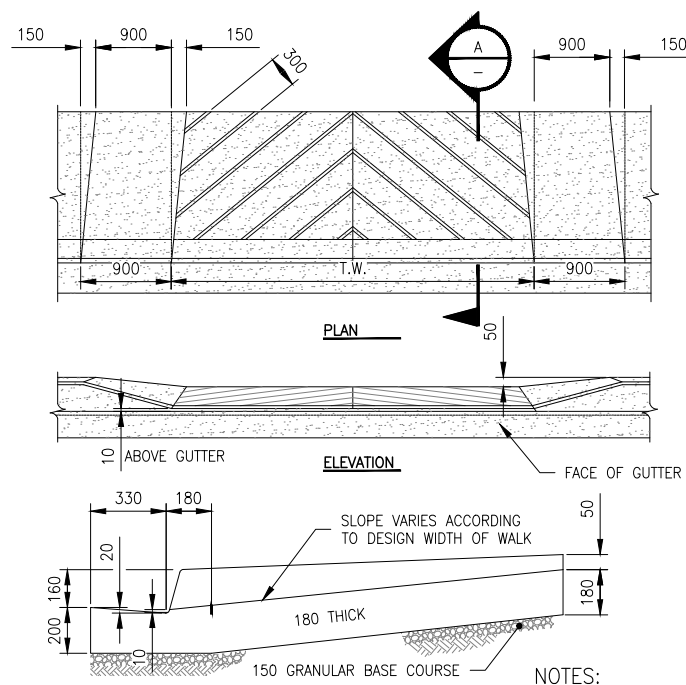
1 TO BE BACKFILLED LEVEL WITH CONCRETE
WALK AND COMPACTED WITH COMPACTION
EQUIPMENT.



DETAIL

MONOLITHIC CURB AND SIDEWALK

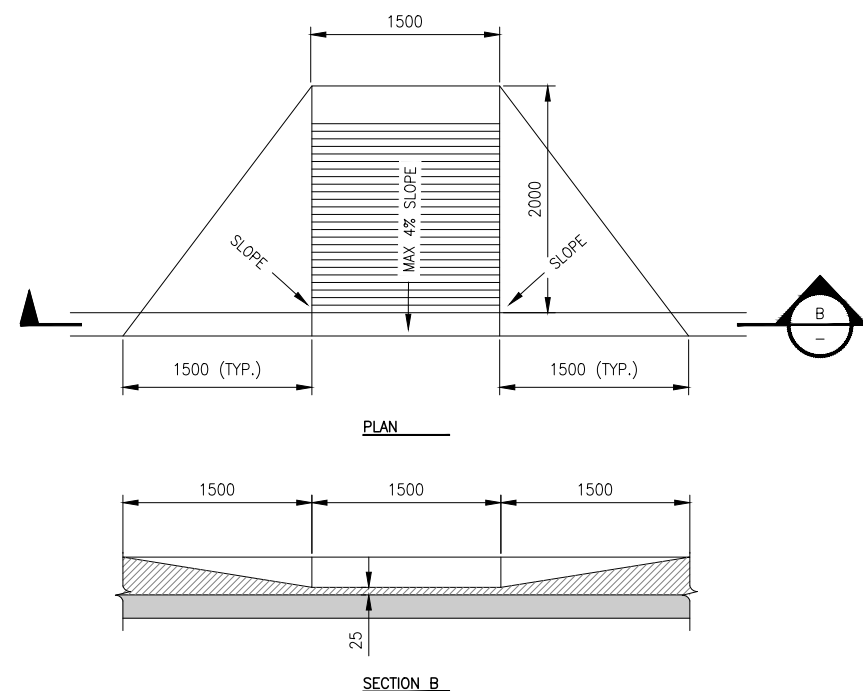
- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.
 2. LONGITUDINAL 10M BARS TO EXTEND 300mm BEYOND THE TOP OF FLARE AND TO BE TIED TO TRANSVERSE 10M BARS AT 600 O.C. IN COMMERCIAL AND INDUSTRIAL CROSSINGS.



DETAIL

DRIVEWAY CROSSING

- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.
 2. SEE DETAIL 3 FOR LOCATION AND APPLICATION OF REINFORCING THROUGH COMMERCIAL AND INDUSTRIAL CROSSINGS.
 3. DIAGONAL JOINTS MAY BE ELIMINATED AT PRIVATE CROSSINGS IN RESIDENTIAL AREAS.



DETAIL

PEDESTRIAN RAMP

- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.
 2. COMPACTED SUBGRADE AND 150 GRANULAR BASE COURSE REQUIRED BENEATH ENTIRE FOOTPRINT OF PEDESTRIAN RAMP.
 3. MINIMUM THICKNESS OF CONCRETE 130mm.



PROJECT:

2021 CURBING AND SIDEWALK REPLACEMENT PROGRAM

TITLE:

DETAILS

DWG NO: 002

SCALE: N.T.S.

DWG SIZE: **ANSI "B"**

REV:	0
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