



Invitation to Tender

Logan Green Pathway Program

**City of Yorkton, Saskatchewan
Engineering Department**

**Closing Date:
May 19, 2021
at 2:00 p.m. cst**

Part 1 General

1.1 BID CALL

- .1 Bids will be received by the **City of Yorkton** (the "**City**"), addressed as follows:

**City of Yorkton
City Clerk's Office - 2nd floor City Hall
37 – 3rd Avenue North,
Yorkton, SK, S3N 2W3**

before **2:00 pm , cst, on May 19, 2021**, to perform the work for **Logan Green Pathway Program**, as described in the Contract Documents.

- .2 The City's office hours for the purpose of receiving Bids are Monday to Friday, 8:00 a.m. to 4:00 p.m., Closed noon 12:00 to 1:00 and excluding statutory holidays.
- .3 Bids submitted after above time will be returned to the Bidder unopened.
- .4 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.
- .5 No fax, oral, telephone, or e-mail Bids will be considered.

1.2 INTENT

- .1 The intent of this Bid call is to obtain an offer to perform work to complete reconstruction of the Logan Green Pathway on a unit price basis in accordance with the Contract Documents.

1.3 DEFINITIONS

- .1 In these Instructions to Bidders:
- .1 Bid: A bid submitted to perform the work described in the Contract Documents.
- .2 Bidder: Any person or firm submitting a Bid in response to this tender.
- .3 Bid Documents: The Contract Documents Supplemented with the Instructions to Bidders and Bid Form.
- .4 Contract Documents: As defined in CCDC 4 (2011) – Unit Price Contract.

1.4 CONTRACT/BID DOCUMENTS

- .1 The Contract/Bid Documents are identified as

**City of Yorkton
Logan Green Pathway Program**

1.5 DOCUMENT AVAILABILITY

- .1 Bid Documents may be viewed and obtained on-line at <https://www.sasktenders.ca>.
- .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 City 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:

City of Yorkton
Email: jfawcett@yorkton.ca
Attn: Jeff Fawcett

Only email inquiries will be considered.

- .2 Questions or requests for clarifications must be submitted in writing no later than five (5) working days before the date set for receipt of Bids. Replies will be in the form written addenda, copies of which will be forwarded to known Bidders no later than two (2) working days before the date set for receipt of Bids.
- .3 The City 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>.
- .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 Contract Documents stipulate a particular product, material, equipment or construction method, requests for substitutions will be considered by the City up to five (5) working days before the Bid submission deadline.
- .2 Requests for substitutions must be submitted to the City as follows:
City of Yorkton
Email: jfawcett@yorkton.ca
Attn: Jeff Fawcett
- .3 Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the City 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 City is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the City 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 City 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 recommended to examine the site prior to submitting their Bids. **There will be no official site visit**

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 favor of the City 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 City 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, as specified in the Contract Documents
 - .2 Bidders must include with their Bids 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 Price Form;
 - .3 Proposed Subcontractor 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, as specified in the Contract Documents;
 - .7 Certificate of Recognition (COR) as issued by the Saskatchewan Construction Safety Association (SCSA) or another equivalent certifying organization;
 - .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 City, be declared non-compliant.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared or missing may, at the discretion of the City, be declared non-compliant.
 - .3 Bids that fail to satisfy bonding requirements may, at the discretion of the City, be declared non-compliant.

- .4 Notwithstanding the foregoing, the City 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 City 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 City 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 solely responsible for the delivery of their Bids in accordance with the instructions herein, in the manner and time prescribed.
 - .2 Submit one (1) copy of the Bid together with the required enclosures in a sealed opaque envelope, clearly identified with Bidder's name and project name on outside.
- .2 Bid Modification or Withdrawal
 - .1 Amendments to, or withdrawal of Bids will be permitted if received in writing at the office 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 City 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 City 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 City may consider the information included within a Bidder's Bid (including in CCDC 11 (2016) - Contractor's Qualification Statement), the City's past experience in working with a Bidder, and such other criteria as the City deems relevant.

- .4 Disputes and past performance:
 - .1 The City may consider disputes, including disputes requiring litigation, in evaluating a Bidder's qualifications, and/or the City may reject a Bid from a Bidder that currently is, or previously has been, involved in such a dispute with the City.
 - .2 The City may review its records with respect to prior performance by a Bidder on previous contracts with the City. The City may consider such prior performance in evaluating a Bidder's qualifications, and/or the City may reject a Bid from a Bidder if the City determines that a Bidder's performance of previous Contract with the City is unsatisfactory.
- .5
 - .1 The City 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.
 - .2 The City 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 City will notify the selected Bidder in writing that its Bid has been accepted. The City 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 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 City may have against the Bidder.
- .2 A copy of the Bidder's City of Yorkton business license will be required on the execution of Contract Documents
- .3 The City 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 City 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 City has budgeted for the work, or if the City otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the City 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 City deems appropriate.
- .2** Bidders are expected to keep confidential all documents, data, information and other materials of the City which are provided to or obtained or accessed by a Bidder in relation to this tender, other than documents which the City 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 City.
- .3** Bidders are advised that the City 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 City 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 City 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 City, and if so, the nature of each conflict of interest. If the City receives disclosure of a conflict of interest from a Bidder, the City 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 City;
 - .2 disqualify the Bidder from further participation in the tender; or
 - .3 such other steps as the City may deem appropriate.
 - .2 Further, if the City learns that a Bidder has failed to identify a conflict of interest, the City may disqualify the Bidder from this tender or take such other steps as the City may deem appropriate.
 - .3 For the purposes of this tender "conflict of interest" includes any situation or circumstance where, in relation to a City 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 City, members of council, its management, or other City 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 City 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 City 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 City will not reimburse Bidders for any such costs or expenses.

END OF SECTION

Submit Bid To:

Name: City of Yorkton – 37 Third Ave. North, Yorkton SK., S3N 2W3

Attention: City Clerk's Office

Contract Information:

Owner: City of Yorkton

Contract Title: Logan Green Pathway Program

Location: City of 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. The Work must be completed by: September 1st, 2021 and as this portion of the project is tied with pathway lighting by others, no extensions of time will be granted for the paving portion of this project.

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 enclose the following items with our Bid:

1. Unit Prices Form;
2. a completed copy of CCDC 11 (2016) – Contractor's Qualification Statement;
3. bid bond or certified cheque in the amount of 10% of the Bid Price;
4. consent of surety to provide the required performance bonds and labour and material payment bonds, as specified in the Contract Documents;
5. Certificate of Recognition (COR) as issued by the Saskatchewan Construction Safety Association (SCSA) or another equivalent certifying organization;
6. Letter of good standing issued by the Saskatchewan Workers Compensation Board;

Item No.	Description of Works	Article	Unit Prices	Quantity	Unit Prices	Amount
Section 1: General Requirements						
1.1	Mobilization/Demobilization	01 29 00	l.s.	1		
1.2	Traffic Accommodation	01 29 00	l.s.	1		
Section 1 Sub-Total						

Item No.	Description of Works	Article	Unit Price	Quantity	Unit Prices	Amount CAD\$
Section 2: Site Works (Raised Section STA 0+000-0+200)						
2.1	Common Excavation and Disposal	01 29 00	m ³	160		
2.2	Sub-base Preparation	01 29 00	m ²	700		
2.3	Combined Geotextiles and Geo-grids	01 29 00	m ²	1,000		
2.4	Base course gravel(Backfill)	01 29 00	m ²	700		
2.5	Asphalt paving c/w tack coat and fog coats	01 29 00	m ²	600		
2.6	Post Fencing	01 29 00	l.m	x		
2.7	Steel Bollard	01 29 00	ea	x		
2.8	Culvert Extension	01 29 00	l.m	9		
2.9	Tree Removal	01 29 00	m ²	x		
2.10	Existing Gate Removal	01 29 00	ea	x		
2.11	Landscaping/Site Restoration	01 29 00	m ²	600		
2.12	Existing Bollard Removal			x		

Item No.	Description of Works	Article	Unit Price	Quantity	Unit Prices	Amount CAD\$
Section 2: Site Works (STA 0+200 – 2+720)						
2.1	Common excavation and disposal	01 29 00	m ³	1,950		
2.2	2.2 Sub-base preparation	01 29 00	m ²	6,250		
2.3	2.3 Combined Geotextiles and geo-grids	01 29 00	m ²	7,600		
2.4	Base course gravel(Backfill)	01 29 00	m ²	6,250		

2.5	Asphalt paving c/w tack coat and fog coats	01 29 00	m ²	5,520		
2.6	Post Fencing	01 29 00	l.m	75		
2.7	Steel Bollard	01 29 00	ea	12		
2.8	Culvert Extension	01 29 00	l.m	X		
2.9	Tree removal	01 29 00	m ²	360		
2.10	Existing Gate removal	01 29 00	ea	1		
2.11	Landscaping/site restoration	01 29 00	m ²	5,450		
2.12	Existing Bollard Removal	X	l.s.	1		
Section 2 sub-total (STA 0+200 – 2+720)						

SUMMARY OF PRICES		
Section No #	Description of Works	Amount (CAD)
Section 1	General Requirements	
Section 2	Site Works (Raised Section STA 0+000 – 0+200)	
Section 2	Site Works (Raised Section STA 0+200 – 2+7200)	
Total before Taxes (Section 1 + Section 2)		
G.S.T (5% of Total before taxes)		
P.S.T (6% of Total before taxes)		
Total Project Cost including taxes (Total + G.S.T+P.S.T)		

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:

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Project Title:

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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: _____

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:

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:

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:



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.

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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)

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.

PART 1 - GENERAL PROVISIONS

1. 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

2. GC 2.1 Authority of the Consultant

- .1 Delete paragraph 2.1.2 and replace with the following:

No independent *Consultant* is assigned in the *Contract*; the City's Engineering Department will assume the authority of the *Consultant* under this *Contract*."

3. 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 City Engineer 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

4. 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."

5. 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*."

6. 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*."

7. 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 *City Engineer*, 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*."

8. GC 3.6 Supervision

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

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

9. 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 *City Engineer* 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 City Engineer, such approval not to be unreasonably withheld."

10. 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*."

11. GC 3.10 Shop Drawings

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

12. 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 City Engineer 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

13. GC 5.1 Financing Information Required of the Owner

- .1 Delete GC 5.1 in its entirety.

14. 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*.

15. 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*."

16. 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.

17. 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".

18. 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*."

19. 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

20. 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*."

21. 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*."

22. 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, Owners, 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*."

23. 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."

24. 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*."

25. 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."

26. 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

27. 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.

28. 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 *City Engineer* has a *bona fide* claim for set off" after the word "court."

PART 8 – DISPUTE RESOLUTION

29. GC 8.1 Authority of the Consultant

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

30. 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

31. 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*."

32. 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

33. 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, licenses, 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*."

34. 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

35. 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

- .2 a labour and material payment bond in an amount equal to 50% of the *Contract Price* covering payment for labour and *Products*, each in a form acceptable to the *Owner*."

PART 12 INDEMNIFICATION - WAIVER - WARRANTY

36. 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 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."

37. 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.

38. 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" include 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 document comprises of the following:
 - .1 Logan Green Pathway construction**
 - .1 The work will include excavate and remove top soil, stabilize subgrade, place combined Geotextiles and Geo-grid, supply and install base course, supply and place asphalt paving c/w tack and fog coat.
 - .2 The contractor shall take special care of existing trees and landscaping around the project with a minimum damage. If there is unavoidable damage to trees and landscaping out of the scope of the contract, the contractor must compensate/restore the damage at own cost.
 - .2 Contract method: Construct Work under single Unit Price Contract.
 - .3 Work by Others
 - .1 Surveying – The City of Yorkton
 - .2 Material Testing – others
 - .3 Pathway lighting – others
 - .4 Line Painting – The City of Yorkton
 - .4 Contractor’s responsibilities
 - .1 Co-operate with other Contractors in carrying out their respective works and carry out instructions from the 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 the Owner, in writing, any defects which may interfere with proper execution of Work.
 - .5 Contractor Use of Premises
 - .1 Works shall be completed within the limits of the City of Yorkton noise bylaw.
 - .2 Contractor shall limit use of premises for Work, for storage, and for access to allow for:
 - .1 Owner occupancy.
 - .2 Work by other contractors.
 - .3 Co-ordinate use of premises under direction of the City Engineer.
 - .6 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.

1.2 BONDS

- .1 Provide the following bonds upon execution of the Contract:

- .1 A Performance Bond in the amount of fifty (50) percent of the Contract amount.
- .2 A Labour and Material Payment Bond in the amount of fifty (50) percent of the Contract amount.

1.3 SCHEDULE

- .1 Provide detailed project schedule within 7 working days of Award of Contract date showing activity sequencing, interdependencies and duration estimates. Include listed activities as follows:
 - .1 Insurance and bonding certificates
 - .2 Preconstruction meeting
 - .3 Sample submissions
 - .4 Asphalt concrete mix design
 - .5 Material procurement
 - .6 Mobilization
 - .7 Construction phasing
 - .8 Site clean-up, restoration, and final inspection
 - .9 Demobilization

1.4 Submittal Procedures

- .1 Administrative
 - .1 Submit to the City Engineer 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 the City Engineer. 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 the 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 is co-ordinated.
 - .8 Contractor's responsibility for errors and omissions in submission is not relieved by the City Engineer's review of submittals.
 - .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by City Engineer review.
 - .10 Keep one reviewed copy of each submission on site.

1.5 Project Meetings

- .1 Administrative
 - .1 The City Engineer will schedule and administer project progress meetings throughout progress of work.
 - .2 The City Engineer 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 The City Engineer may record and distribute meetings minutes.

1.6 Regulatory Requirements

- .1 Regulations affecting work include but are not limited to the following:
 - .1 Environment Canada
 - .2 Fisheries and Oceans Canada
 - .3 Navigable Transportation Agency of Canada
 - .4 National Building Code
 - .5 National Transportation Agency of Canada
 - .6 Occupation Health and Safety Act
 - .7 Saskatchewan Water Security Agency
 - .8 Saskatchewan Ministry of Environment
 - .9 Saskatchewan Ministry of Highways and Infrastructure
 - .10 Saskatchewan Power Corporation
 - .11 SaskTel
 - .12 Access Communications
 - .13 Trans Gas
 - .14 SaskEnergy
 - .15 Local Municipal By-laws and Servicing Standards
 - .16 All other National, Provincial, Regional, and Local 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.

1.7 Field Engineering

- .1 Survey Requirements
 - .1 City's Department of Engineering to provide surveyor(s) for construction staking.

- .2 Engineering Department to provide all stakes, batter boards and other survey/staking materials, to illustrate the horizontal and vertical construction requirements.
- .3 Provide a minimum of 48 hours' notice to Department of Engineering for construction staking.
- .4 Preserve permanent reference points during construction.
- .2 Records: Department of Engineering to maintain a complete, accurate log of control and survey work as it progresses.
- .3 Subsurface Conditions: Promptly notify Department of Engineering 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.
- .4 After prompt investigation, should Department of Engineering 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 the City Engineer and 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 City Engineer 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 Provide equipment required for executing inspection and testing by appointed agencies.
 - .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
 - .4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by the City Engineer. Pay costs for retesting and re-inspection.
- .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 City Engineer 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 City Engineer 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 City Engineer it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, City Engineer 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 City Engineer.
- .6 Reports
 - .1 Submit an electronic (pdf) copy of inspection and test reports to the City Engineer.
 - .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 Dewatering: Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.
- .2 Water Supply
 - .1 Water required for the project will be supplied by the City of Yorkton at no direct cost to the contractor. The Contractor is responsible for obtaining the water from the following location which will be determined by the City:
 - .1 Onsite through a City specified hook up point with a metered control box.
 - .2 Contractor to ensure backflow prevention device(s) are installed as required on all water supply connections.

1.10 Construction Facilities

- .1 Provide construction facilities in order to execute work expeditiously.

- .2 Remove from site all such work after use.
- .3 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.
- .4 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 the City Engineer during period of Work.
 - .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 use of roads.
- .5 Security: Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays.
- .6 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.
- .7 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.
- .8 Construction Signage
 - .1 No other signs or advertisements, other than pertinent construction 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 the City Engineer.

1.11 Temporary Barriers and Enclosures

- .1 Access to Site: Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
- .2 Public Traffic Flow: Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.

- .3 Fire and RCMP Routes: Maintain access to property including overhead clearances for use by emergency response vehicles.
- .4 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, decision rests strictly with the City Engineer based upon requirements of Contract Documents.
 - .2 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
 - .3 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions.
- .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 City Engineer at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the City Engineer reserves the 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 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.
- .5 Touch-up damaged factory finished surfaces to Owner's satisfaction. Use touch-up materials to match original. Do not paint over name or ID plates.
- .4 Transportation
 - .1 Contractor to pay costs of transportation of products required in performance of Work.
 - .2 Transportation cost of products supplied by 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 the 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 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 City Engineer 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 City Engineer 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 City Engineer, 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 City Engineer.
 - .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 Sweep and wash clean paved areas.

1.14 Closeout Procedures

- .1 Inspection and Declaration
 - .1 Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify the City Engineer in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - .2 Request City Engineer/Owner's Inspection.
 - .2 City Engineer's Inspection: The City Engineer, Owner and Contractor will perform inspection of Work to identify obvious defects or deficiencies. The Contractor shall correct Work accordingly.
 - .3 Completion: submit written certificate that following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Systems have been tested and are fully operational.
 - .4 Work is complete and ready for Final Inspection.
 - .4 Final Inspection: when items noted above are completed, request final inspection of Work by the City Engineer and the Owner. If Work is deemed incomplete by the City Engineer and/or the Owner, complete outstanding items and request re-inspection.

- .5 Declaration of Substantial Performance: when the City Engineer and the Owner consider deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .6 Commencement of Lien and Warranty Periods: 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.
- .7 Final Payment: When the City Engineer and the Owner consider 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 the City Engineer and/or the Owner, complete outstanding items and request re-inspection.
- .8 Payment of Holdback: 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 Maintain for the 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.
 - .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: legibly mark each item to record actual construction.
- .3 Other Documents: 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

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 INVOICING

- .1 Provide draft invoice to the City Engineer 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 City Engineer 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 City Engineer may reasonably require establishing 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 City Engineer 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 Owner a written request for Substantial Completion.
- .2 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 City Engineer, a Certificate of Substantial Performance will be issued to the Contractor.
- .4 If the work is not deemed substantially complete, the City Engineer 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 City Engineer, 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 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.
- .2 After receipt of invoice and sworn statement, City Engineer will issue payment of holdback amount.
- .3 City Engineer 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 Contractor which are enforceable against Owner.

1.4 PROGRESSIVE RELEASE OF HOLDBACK

- .1 Where legislation permits, if City Engineer has certified that Work of subcontractor or supplier has been performed prior to Substantial Performance of Work, City Engineer 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 City Engineer will, no later than 10 days after receipt of an application for final payment, review Work to verify validity of application. City Engineer will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.
- .3 City Engineer 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 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 Materials Testing
 - .1 Payment for materials testing 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 quality control testing related to cast-in-place and precast concrete work as outlined in Sections 01 30 00 and 01 40 00 of the specifications.
 - .3 Materials testing will be paid monthly as a percentage of the total work completed based on the unit bid prices.
 - .3 Mobilization
 - .1 Payment for mobilization 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 of equipment to site.

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- .3 100% of the lump sum tendered amount will be included in the first progress payment certificate if all listed equipment, personnel and materials are delivered to site and upon acceptance of Contractor's Construction Schedule by City Engineer.
 - .4 Demobilization
 - .1 Payment for 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 demobilization of equipment from site.
 - .3 100% of the lump sum tendered 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 City Engineer.
 - .5 Traffic Accommodation
 - .1 Payment for traffic accommodation will be made at the lump sum price as shown in the Bid Form.
 - .2 Payment will be full compensation for all labour, materials and equipment required to prepare traffic accommodation plans, supply, erect and maintain temporary traffic signals, temporary construction signs, delineators, barricades and miscellaneous warning devices, check signs daily for legibility, damage, suitability and location, clean, repair or replace signage to ensure clarity and reflectance, remove or cover signs, and all other incidentals required to complete the work as per the Contract Documents.
 - .3 Traffic accommodation will be paid monthly as a percentage of the total work completed for the site based on the unit bid price for that site.
 - .4 Base bid price for traffic accommodation will include temporary traffic signals for controlling and alternating one-way traffic on a single lane detour road. It will be the Contractors responsibility to ensure that the signals are fully operational 24 hours a day and are timed to ensure traffic flows as efficiently and effectively as possible through the construction zone.
 - .2 **Removals**
 - .1 Excavation and backfill
 - .1 Payment for excavation to waste and backfill will be made at the unit price per cubic meter as shown on the Bid Form and according to specification as outlined in Sections 31 29 10.
 - .2 Excavation to waste shall be calculated based on the cross section method in its original position and then again after the material has been removed.
 - .3 Payment will be full compensation for all equipment and labour required to excavate, load, haul and dispose of materials to **the City of Yorkton Landfill**.
 - .4 Payment shall also include compensation for finishing the sub-grade to the required grade as shown on the drawings or as directed by the City Engineer.
 - .5 No measurement will be made for material excavated beyond the lines established on the drawings or in the field without prior approval of the City Engineer.

- .2 Authorized Over Excavation and Backfill
 - .1 Payment for authorized over excavation and backfill will be made at the unit price per cubic meter. If the item(s) does not included to the Bid Form it will be treated as extra.
 - .2 Measurement for payment will be based on the cross-section method in its original position and again after the material has been removed. The volume will be calculated using a surface to surface comparison.
 - .3 Payment will be full compensation for all equipment and labour required to remove, load, haul, and dispose of unstable trench bottom material to the **City of Yorkton landfill** site or to a location within City limits, as directed by the City Engineer.
- .3 Utilities adjustment
 - .1 Adjusting Existing Manholes and Valves
 - .1 Payment for adjusting existing manholes and valves will be made at the unit price per each adjustment shown on the bid form.
 - .2 Adjustment will be measured as each, regardless of the height of the adjustment.
 - .3 Payment will be full compensation for all labour, equipment, and material required to adjust manholes and valves to the required elevation including cutting existing manhole barrels, cutting existing valve risers or stems, supply and installation of concrete and/or steel risers, and all incidental work required to complete the adjustment to match the finished surface elevation.
- .4 Subgrade Preparation
 - .1 Payment for subgrade preparation will be made at the unit price per square meter as shown on the Bid Form and according to specification as outlined in section 31 26 13.
 - .2 Measurement for payment will be based on the finished compacted area of subgrade.
 - .1 No additional payment will be made for subgrade found to be thicker than specified.
 - .2 Payment will be full compensation for all labour, equipment, and compaction of subgrade.
- .5 Combined Geo-textiles and Geo-grids
 - .1 Payment for combined geo-textile and geo-grids will be made at the unit price per square meter as shown on the Bid Form and according to specification as outlined in section (32 12 15).
 - .2 Measurement for payment will be combined areas of finished subgrade and vertical faces of excavation.
 - .1 Payment will be full compensation for supply, labour, equipment, hauling and placing of combined geo-textiles and
 - .2 geo-grids.

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- .6 Granular Base Course
 - .1 Payment for granular base course will be made at the unit price per square meter as shown on the Bid Form and according to specification as outlined in section 31 23 10.
 - .2 Measurement for payment will be based on the finished compacted area of granular base course.
 - .1 No additional payment will be made for granular base course found to be thicker than specified.
 - .2 Payment will be full compensation for all material supply, labour, equipment, hauling and compaction of granular base course.
 - .7 Asphalt paving
 - .1 Payment for asphalt paving will be made at the unit price per square meter as shown on the Bid Form and according to specification as outlined in the section 32 12 16.
 - .2 Measurement for payment will be based on the finished area of asphalt paving.
 - .1 No additional payment will be made for asphalt paving found to be thicker than specified.
 - .2 Payment will be full compensation for all material supply, labour, equipment, hauling and compaction.
 - .8 Post Fencing
 - .1 Post Fencing has defined as installing wooden bollards in line with 2000mm center to center distance as shown in the attached drawing. Payment for post fencing will be made at the unit price per linear meter.
 - .2 Payment will be full compensation for installing wooded bollard complete with all necessary labor, equipment, hauling, packing and levelling site to match with required topography as shown on the attached drawing or as per direction of the City Engineer.
 - .1 Wooden Bollard
 - .1 The owner is responsible for supply of wooden bollard.
 - .2 Size of Wooden bollards are 150mm to 200mm in diameter and 12000mm long wooden post.
 - .3 Wooden bollards will be installed by drilling 750mm deep in the ground and 450mm above ground.
 - .9 Steel Bollards and Screw Piles
 - .1 Steel Bollard has defined as installing steel pipes in conjunction with screw piles. Payment for installing steel bollard will be made at the unit price per number of steel bollard installed.

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- .2 Payment will be full compensation for installing steel bollard complete with supply of steel pipes, screw piles, all necessary labor, equipment, hauling, packing, filling pipes with plan concrete, painting and levelling site to match with required topography as shown on the attached drawing or as per direction of the City Engineer.
 - .1 Steel Bollard
 - .1 The contractor is responsible for supply of steel bollards and screw piles.
 - .2 the sizes of steel bollards are 900mm long 100mm dia. 80 schedule steel pipes to be installed as per instruction shown in the attached drawing. The finished product will be painting in color yellow above the ground.
 - .2 Screw Piles
 - .1 The contractor is responsible for supply of screw piles.
 - 2 The sizes of screw piles are: a) a 2400mm shaft - 100mm dia. 80 schedule steel pipe b) a screw helix of 300mm dia.
 - .10 Culvert Extension
 - .1 The culvert extension has defined as extending existing storm drainage culvert as shown in the attached drawing. Payment for installing culvert extension will be made at the unit price per linear meter of culvert installed.
 - .2 Payment will be full compensation for installing culvert complete with supply of corrugated SDR35 HDPE pipes, all necessary labor, equipment, hauling, packing, and levelling site to match with required topography as shown on the attached drawing or as per direction of the City Engineer.
 - .11 Tree Removal
 - .1 The tree removal has defined as cutting, chopping/chipping, and removing of routes of existing trees under project limits as shown in the attached drawing. Payment for tree removal will be made at the unit price per square meter of tree removal.
 - .2 Payment will be full compensation for cutting, chopping /chipping, and removing of routes, all necessary labor, equipment, and dumping in the area designated by the Parks Department of the City of Yorkton.
 - .12 Existing Gate Removal
 - .1 The existing gate removal has defined as removing existing gate under project limits as shown in the attached drawing. Payment for Existing Gate removal will be made at the unit price per square meter of tree removal.

- .2 Payment will be full compensation for removing existing gate, all necessary labor, equipment, and dumping in the area designated by the Parks Department of the City of Yorkton.

.13 Landscaping

.1 Landscaping is defined as placing of topsoil (32 12 17) and seeding (section 32 12 18).

.2 Payment for landscaping will be made at the unit price per square meter as shown on the Bid Form.

.3 Measurement for payment will be based on the finished area of topsoil placing.

- .1 Payment will be full compensation for all supply of topsoil and seeds, labour, equipment, hauling, seeding, placing topsoil, levelling and compacting to match with required topography as shown on the attached drawing or as per direction of the City Engineer.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 DEFINITIONS

- .1 Common excavation: excavation of materials of whatever nature, which are not included under definitions of rock excavation.
- .2 Boulders: all forms of rock including concrete or masonry greater than 600 mm in average diameter that can be removed with a track excavator.
- .3 Topsoil: material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding reasonably free from subsoil, clay lumps, brush, objectionable weeds, and other litter, and free from cobbles, stumps, roots, and other objectionable material larger than 25 millimeters in any dimension.
- .4 Borrow material: material obtained from locations outside area to be graded, and required for construction of fill areas or for other portions of Work.
- .5 Recycled fill material: material, considered inert, obtained from alternate sources and engineered to meet requirements of fill areas.
- .6 Unsuitable materials: weak, chemically unstable, highly organic, deleterious, and compressible materials which in the opinion of the Engineer are not suitable for fill.
- .7 Oversaturated materials: material that requires conditioning prior to backfilling.
- .8 Unshrinkable fill: very weak mixture of Portland cement, concrete aggregates and water that resists settlement when placed in utility trenches, and capable of being readily excavated.
- .9 In situ material: trench excavation material from which all rock larger than 200 mm diameter in maximum dimension, roots, stumps or other debris has been removed.
- .10 Proof roll: a supervised loading of the traveled roadway backfill surface, checking for excessive deflections or rutting of the backfilled material. Geotechnical representative and the City Engineer to witness the proof roll.

1.2 SUBMITTALS

- .1 Make submittals in accordance with Section 01 00 01 – General Requirements.
- .2 Provide sieve analysis for specified products.
- .3 Upon request of the City Engineer, provide samples for specified products.

1.3 QUALITY ASSURANCE

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Storage and Protection:
 - .1 Protect existing features in accordance with Section 01 00 01 – General Requirements.
 - .2 Existing buried utilities and structures:
 - .1 Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.

- .2 Prior to beginning excavation Work, notify applicable authorities having jurisdiction to establish location and state of use of buried utilities and structures. Authorities having jurisdiction to clearly mark such locations to prevent disturbance during Work.
- .3 Confirm locations of buried utilities by careful soil hydrovac methods.
- .4 Maintain and protect from damage, water, sewer, gas, electric, telephone, cable television, irrigation and other utilities and structures encountered.
- .5 Where utility lines or structures exist in area of excavation, obtain direction of the City Engineer before removing or re-routing. Costs for such Work to be paid by Owner.
- .6 Record location of maintained, re-routed and abandoned underground lines.
- .7 Confirm locations of recent excavations adjacent to area of excavation.
- .3 Existing buildings and surface features:
 - .1 Conduct, with Engineer, condition survey of the following items including but not limited to existing buildings, trees and other plants, lawns, landscaping, driveways, fencing, signage, service poles, wires, rail tracks, pavement, curbing, sidewalks, and survey bench marks and monuments which may be affected by Work.
 - .2 Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair as directed by the City Engineer.
 - .3 Where required for excavation, cut roots or branches as directed by the City Engineer.
 - .4 Once construction is complete the Contractor must restore areas that are disturbed by construction to their original condition within fourteen (14) days.

Part 2 **Products**

2.1 MATERIALS

- .1 Coarse stabilizing gravel: clean angular crushed rock ranging in size between 20 mm to 25 mm.
- .2 Unshrinkable fill: proportioned and mixed to provide maximum compressive strength of 0.5 MPa at 28 days.
- .3 Non-woven Geotextiles
 - .1 Mass per unit area: to CAN/CGSB-148.1 (ASTM D 5261), No.2, minimum 271 g/m².
 - .2 Grab tensile strength and elongation: to CAN/CGSB-148.1, No.7.3. (ASTM D4632)
 - .1 Breaking force: minimum 205 lb, wet condition.
 - .2 Elongation at future: 50%.

Part 3 Execution

3.1 SITE PREPARATION

- .1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.

3.2 STRIPPING OF TOPSOIL

- .1 Begin topsoil stripping of areas to be disturbed by trench excavation and as directed by the City Engineer after area has been cleared of brush weeds and grasses.
- .2 Strip topsoil to depths as directed by the City Engineer. Do not mix topsoil with subsoil.
- .3 Stockpile in locations as directed by the City Engineer. Stockpile height not to exceed 2 m and should be protected from erosion.

3.3 STOCKPILING

- .1 Stockpile fill materials in areas designated by the Engineer. Stockpile granular materials in manner to prevent segregation.
- .2 Protect fill materials from contamination.
- .3 Implement sufficient erosion and sediment control measures to prevent sediment release off construction boundaries and into water bodies.

3.4 DEWATERING AND HEAVE PREVENTION

- .1 Keep excavations free of water while Work is in progress.
- .2 Avoid excavation below groundwater table if quick condition or heave is likely to occur.
- .5 Dispose of water approved by the City Engineer and in a manner not detrimental to public and private property, or portion of Work completed or under construction.

3.5 EXCAVATION

- .1 Advise the City Engineer at least 7 days in advance of excavation operations.
- .2 Excavate to lines, grades, elevations and dimensions as indicated.
- .3 Remove concrete, masonry, paving, walks, demolished foundations and rubble and other obstructions encountered during excavation.
- .4 Excavation must not interfere with bearing capacity of adjacent foundations.
- .5 Do not disturb soil within branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut roots with sharp axe or saw.
- .9 Dispose of surplus and unsuitable excavated material as directed by the City Engineer.
- .10 Do not obstruct flow of surface drainage or natural watercourses.
- .11 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .12 Notify the City Engineer when bottom of excavation is reached.

- .14 Correct unauthorized over-excavation as follows:
 - .1 Fill under other areas with coarse stabilization gravel compacted to not less than 95% of SPD.
 - .3 Hand trim, make firm and remove loose material and debris from excavations.
 - .1 Where material at bottom of excavation is disturbed, compact foundation soil to density at least equal to undisturbed soil.
 - .2 Clean out rock seams and fill with concrete mortar or grout.

3.6 FILL TYPES AND COMPACTION

- .1 Use types of fill as indicated or specified below. Compaction densities are percentages of SPD obtained from ASTM D698.
 - .1 Within excavated areas: granular base course compacted to not less than 95% of SPD. Placement of crushed rock may be required to provide additional drainage in overly saturated areas as direct by the City Engineer.
- .2 No unshrinkable fills in the excavated areas.

3.7 BACKFILLING

- .1 Do not proceed with backfilling operations until completion of following:
 - .1 the City Engineer has inspected and approved installations.
 - .2 Inspection, testing, and recording location of underground utilities.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .5 place base course material in uniform layers of 300 mm thickness and machine compact.
- .6 Prior to placing the base coarse material, combined Geotextiles and geo-grid shall be placed flat on the trench bottom and extend up the trench walls.
- .7 Authorized over excavation and backfill
 - .1 Where unstable bottom material is encountered, the contractor shall remove such material to the width and depth ordered by the City Engineer and shall replace it with City supplied coarse stabilization gravel, compacted (a minimum 95% of SPD) in 300 mm layers.
 - .2 Prior to placing the coarse stabilization gravel, combined Geotextiles and geo-grids shall be placed flat on the trench bottom and extend up the trench walls.

3.8 RESTORATION

- .1 Upon completion of Work, remove excess or unsuitable materials and debris in accordance to Section 01 00 01 General Requirements.
- .2 Trim slopes, and correct defects as directed by the City Engineer.
- .3 Replace topsoil as directed by the City Engineer.
- .4 Reinstate lawns to elevation which existed before excavation.
- .5 Reinstate pavements, curbing, and sidewalks disturbed by excavation to thickness, structure and elevation which existed before excavation.
- .6 Clean and reinstate areas affected by Work as directed by City Engineer.
- .7 Protect newly graded areas from traffic and erosion and maintain free of trash or debris.

- .9 Once construction is complete the Contractor must restore areas disturbed by construction to their original condition as approved by the City Engineer within fourteen (14) days.

3.9 Materials Specification

1.1 Base Course Aggregate

Base aggregate shall consist of a homogenous mixture of crushed gravel, sand filler and clay binder with a maximum organic content of 1.0% by weight, and shall be uniformly graded between the following limits:

<u>Sieve Designation</u>	<u>Type 33 Subbase</u>
18.00 mm	100
12.50 mm	75 – 100
5.00 mm	50 – 75
2.00 mm	32 – 52
900 um	20 – 35
400 um	15 - 25
160 um	8 – 15
71 um	6 – 11
P.I.	0 – 6
% FRACTURE	MIN 50
% LIGHT WEIGHT PIECES	MAX 5

At least 50% by weight of the material retained on the 5 mm sieve shall have one or more fractured faces created by the crushing operation. The organic content of the material passing the 5 mm sieve shall not exceed 3.0% by weight. The material, when compacted to 100% of the maximum density as determined by the Standard Proctor Compaction Test, shall have a minimum CBR of 65 in the unsoaked condition at 0.1" or 0.2" penetration whichever is greater (ASTM D1883).

1.2 Tests and Frequency

All tests shall be carried out in accordance with current ASTM or CSA Standards. Test frequencies shall apply both to production (quality control) and to delivery (quality assurance).

Sampling and testing frequency from the stockpile would commence with the first testing to be performed based on one test for every 1000 tonnes of production. Ten (10) samples/tests, based on one for every 1000 tonnes, are required to establish that material is considered to be under control meeting all specification requirements. The subsequent testing and sampling can be performed less frequently at the following intervals:

<u>Material</u>	<u>Minimum Frequency of Test</u>	<u>Test Required</u>
Base Course	Every 1,000 tonnes or minimum once per day	1. Wash Sieve Analysis 2. Percentage Crush 3. Moisture Content 4. Standard Proctor 5. CBR Value 6. Plasticity Index 7. Organic Content

1.3 Testing Services

Sampling and laboratory testing will be conducted by an agency appointed by the City. Copies of all test results will be made available to the Contractor.

In addition, the Contractor may choose to employ his own testing agency at his cost. However, in the event of a discrepancy between test results, those obtained by the City's testing agency will govern.

1.4 Notification

The Contractor shall notify the City at least one working day prior to the commencement or the resumption of aggregate production. Whenever possible, sampling will be done from the crusher belt.

1.5 Costs

The Contractor shall bear the cost of sampling and testing material in the following situations:

1. Initial testing to bring production into specification requirements.
2. Testing as above when source of material is changed.
3. Retesting of material which failed to meet specifications.

Testing for 1 and 2 may be conducted by the Contractor's agency. If the City conducts the testing, the costs will be deducted from any subsequent progress payments.

The cost of other testing initiated by the City during production will be borne by the City. No compensation will be made to the Contractor for testing initiated by the Contractor during current or previous production.

1.6 Sieve Analysis

The gradation of the material, when plotted on a semi-log grading chart, shall appear as a smooth curve within the specified band.

1.7 Enforcement of Specifications

Delivery of material to City locations will not be permitted until test results confirm that it meets specifications.

Any deviation from specifications during the production of material shall require the Contractor to take immediate corrective action. Equipment shall be shifted to ensure that there is no contamination of the current stockpile. A new stockpile shall be started adjacent to the former stockpile only after the product has been proven by testing to again meet specifications. Any material of inferior quality, or not in accordance with this specification, brought to, or incorporated into the work shall be immediately removed by the Contractor, at his own expense. In the event of the Contractor failing to comply with this provision, the City may remove such materials, or cause them to be removed and deduct the cost of same from any subsequent progress payments to the Contractor.

In the event that removal of the inferior material is not required by the City for any reason, then an appropriate payment adjustment as defined by the City shall be applied to all of that material delivered to the site on that day.

END OF SECTION

Part 4 General

4.1 DESCRIPTION

- .1 The work shall consist of shaping and compacting the subgrade to the required grade, cross section, and density. This work shall commence upon completion of the excavation to waste operation.

4.2 REFERENCES

- .1 American Society for Testing and Materials International (ASTM).
 - .1 ASTM D698-[00a], Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (600 kN-m/m³).

Part 5 Products

5.1 Materials

- .1 Only those materials present in the subgrade are required for subgrade preparation.
- .2 The Contractor may be required to use sub-base or other materials subject to the approval of the Engineer, as backfill for subgrade failures. The specification for the materials used will apply.

Part 6 Execution

6.1 DETERMINATION OF SUBGRADE STRENGTH

- .1 Upon completion of the waste excavation operation, the strength of the existing subgrade will be determined by proof rolling.

6.2 PROOF ROLLING

- .1 Proof rolling will be considered a subsidiary obligation of the Contractor. The Contractor shall provide a loaded tandem axle truck for proof rolling of the subgrade.
- .2 Obtain approval from the City Engineer to use non standard proof rolling equipment.
- .3 Make sufficient passes to subject the surface to three separate passes of the loaded tire.
- .4 Should weak sections of subgrade be encountered during proof rolling operation, the Contractor shall scarify, reshape, and compact the subgrade as directed by the City Engineer at the unit rate specified for Reshaping Roadway Subgrade in the bid form.
- .5 Soils technician to provide written approval upon passing proof roll test.

6.3 SCARIFYING AND RESHAPING

- .1 Scarify the top 150 mm of subgrade to full width as directed by the City Engineer.
- .2 Blade and trim pulverized material to elevation and cross section dimensions as directed by the City Engineer.

6.4 SUBGRADE COMPACTION

- .1 Break material down to sizes suitable for compaction and mix for uniform moisture to full depth of layer.

- .2 Compact the material in full width layers not exceeding a 150mm compacted thickness to a minimum 95% maximum dry density, ASTM D698 (AASHTO T99) except the top 300 mm of subgrade.
- .3 Compact the top 150 mm of the subgrade to 100% maximum dry density in full width layers.
 - .1 The moisture and density on these sections will be considered satisfactory when:
 - .1 All individual moisture test results are equal to or less than optimum moisture content;
 - .2 All individual density test results are equal to or greater than 98%;
 - .3 Density test results average not less than 100%.
- .4 Add water or dry as required to bring moisture content of materials to level required to achieve specified compaction.

6.5 UNSUITABLE SUBGRADE CONDITIONS

- .1 Should unsuitable subgrade conditions be encountered, Subcut 300mm below the top of the finished subgrade unless otherwise directed by the City Engineer. This material will be loaded and hauled to the **City of Yorkton Landfill site** as Excavation to Waste.
- .2 Level and shape the exposed surface before placement of geotextile approved by the City Engineer.
- .3 Place granular material on geotextile in full width and perform at least 95% compaction.
- .4 Materials and work not specified in the bid form will be paid for on an extra work basis.

6.6 SITE TOLERANCES

- .1 Reshaped compacted surface to be within plus or minus 10mm of elevation as indicated.

6.7 PROTECTION

- .1 The contractor is responsible to maintain finished surfaces in condition conforming to this section until acceptance of the finished pathway surface.

END OF SECTION

- 1 General
 - 1.1 RELATED WORK
 - .1 Section 31 26 13 – Subgrade preparation
 - 1.2 REFERENCES
 - .1 American Society for Testing and Materials (ASTM)
 - .1 ASTM D6637, Standard Testing Method for tensile properties of combined Geotextiles and Geogrids by width-width strip method.
 - 1.3 SAMPLES
 - .1 submit to the Engineer the following samples at least 2 weeks prior to commencing work.
 - .1 Minimum length of 2m of roll width of geotextile
 - 1.4 MILL CERTIFICATES
 - .1 At the request of the City Engineer, submit copies of mill test data and certificate.
 - 1.5 DELIVERY AND STORAGE
 - .1 During delivery and storage, protect the material from direct sunlight, ultraviolet rays, excessive heat, mud, dirt, dust, debris and rodents.
- 2 Products
 - 2.1 MATERIALS
 - .1 Product Specifications

Geotextiles and Geogrids (Nilex EasyGrid 4-150GC): A geo-composite consisting of a polypropylene extruded biaxial Geogrids thermally bonded with a UV stabilized polypropylene needle punched nonwoven geotextiles supplied in rolls.

 - .1 Mechanical Properties
 - .1 Tensile strength (ASTM D6637): 40 kN/m
 - .2 Elongation (ASTM D6637) at maximum load: 12%
 - .3 Tensile strength (ASTM D6637) @ 2% strain: 15 kN/m: 15 kN/m
 - .4 Tensile strength (ASTM D6637) @ 5% strain: 15 kN/m: 26 kN/m
 - .5 Rib strength (RGI GG1) 41 kN/m
 - .6 Junction strength (GRI GG2): 38 kN/m
 - .7 Junction efficiency (RGI GG2 & ASTM D6637): 90%
 - .8 Flexural Rigidity (ASTM D1388): > 5,000,000
 - .2 Type 150 Nonwoven
 - .1 Resistance to static puncture (ASTM D6241): 2100 N

- .2 Character Opening size (O_{90})(EN ISO 12956): 90 μ m
- .3 Water Flow Rate (ASTM D4491): 2 sec⁻¹
- .3 Physical Properties
 - .1 Grid opening size: 40mm
 - .2 Carbon Black: 20%
- 3 Execution
 - 3.1 INSTALLATION
 - .1 Prepare subgrade by shaping to the lines, grades and slopes as shown on the construction drawings.
 - .2 Place geotextiles materials after subgrade is inspected and approved by the Engineer
 - .3 Place geotextile material by unrolling onto smooth graded surface so that the seams are parallel to pathway centerline. Retain in position with securing pins.
 - .4 Place geotextile material smooth and free of tensile stress, folds, wrinkles and creases.
 - .5 Place geotextile material over the full width of pathway, between vertical faces of the trench.
 - .6 Overlap each successive strip of geotextile 500mm over previously laid strip.
 - .7 Cut material as needed to fit around valves, catchbasins, and manholes.
 - .8 Pin successive strip of geotextile with securing pins at 1000mm intervals at midpoint of flap.
 - .9 Protect installed geotextiles material from displacement, damage or deterioration before, during and after placement of material layers.
 - .10 After installation, cover with overlying layer within 4h of replacement.
 - .11 Replace damaged or deteriorated geotextile to approval of Engineer at contractor's cost.
 - 3.2 PROTECTION
 - .1 No vehicles permitted directly on geotextile.

END OF SECTION

Part 1 General

1.1 DESCRIPTION

- .1 The work shall consist of mixing crushed aggregates, blender sand material as required, additives as required, and asphalt cement in a hot mix plant; and spreading and compacting the mixture on a prepared surface.

1.2 SUBMITTALS

- .1 Provide submittals and samples in accordance with Section 01 00 01 – General Requirements.
- .2 The Contractor shall prepare and submit an asphalt concrete mix design for approval to the Engineer at least two (2) weeks prior to commencing work. The asphalt mix design shall be established in accordance with the requirements for Marshal Mix Design STP 204-10 procedures established by the Saskatchewan Ministry of Highways and Infrastructure.

Part 2 Products

2.1 AGGREGATES FOR ASPHALT CONCRETE

- .1 Aggregate: material shall be in accordance with the following requirements:
 - .1 Crushed stone or gravel.
 - .2 Gradations shall be within the limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1.
- .2 The natural fines stockpile shall be produced by screening the raw aggregate over a maximum 9.0 mm square opening screen or 5.0 mm slotted screen prior to crushing.
- .3 The aggregate retained on the screen shall be crushed and split into crushed coarse and crushed fine stockpiles.
- .4 The crushed coarse stockpile shall contain no more than 10% of the material passing the 5.0 mm square opening sieve.
- .5 The crushed fine stockpile shall contain no less than 90% of the material passing the 5.0 mm square opening sieve.
- .6 The gradation for the asphalt concrete shall meet the following:

Sieve Designation	% Passing
16 mm	100
12.5 mm	78 - 98
9.0 mm	66 - 90
5.0 mm	46 - 72
2.0 mm	23 - 51
0.900 mm	15 - 37
0.400 mm	10 - 27
0.160 mm	3 - 14
0.071 mm	2 - 9

- .1 A tolerance of 3 % in the percent by weight retained on the maximum size sieve will be permitted providing 100% of the oversize passes the 18.0mm sieve.

2.2 ASPHALT CONCRETE PROPERTIES

- .1 The asphalt concrete shall meet Type 2 (SHT) mix specifications and shall be placed in a minimum of one (1) lift.
- .2 The maximum compacted lift thickness shall be 50 mm. Lower lift of multiple lift construction to be placed prior to final lift being placed on complete section.
- .3 The asphalt concrete paving should be compacted to a density no less than 98% of a standard fifty (50) blow Marshall density for the mix. Rolling shall be continued until all roller marks are removed and no further compaction is possible.
- .4 The asphalt concrete mix design should meet the following criteria:

.1

Mix Characteristics	Mix Design
Asphalt Type	150 - 200A
Marshall Blows	50
Air Voids, %	3.0 - 5.0
Air Voids (Field), %	4.0 - 9.0
Deleterious Material. Maximum **	2.0
Film Thickness, Minimum µm	7.5
Flow, mm	1.5 - 3.5
Fracture, Minimum % ***	70.0
Lightweight Aggregate, Maximum %	1.0
Retained Stability, Minimum %	70.0
Sand Equivalent, Minimum %	45.0
Stability, Minimum N	5500
Voids Filled, %	65.0 - 78.0
V.M.A., %	14.0 - 16.0

- .2 ** Deleterious material includes all other injurious material other than lightweight pieces
- .3 *** The Fractured Face percentage will be calculated on the aggregate after combining all virgin aggregates and additives, excluding reclaim.

2.3 ASPHALT CEMENT

- .1 The asphaltic binder shall be uniform in character, free of water and shall not foam when heated to 175°C. It shall meet the following specifications:

2.4

ASTM Characteristics	Test Method	Min	Max
Penetration, 25°C, 100 g, 5 sec	D5	As noted below	
Viscosity @ 60°C, mPa.S	D2171		
Flash point (Cleavland Open Cup), °C	D92	205	1.0
Thin Film Oven Test Weight Loss, max %	D1754		
Penetration @ 25°C of residue, % of orig.	D5	50	
Ductility - @ 25°C	D113	100	
Solubility in Trichloroethylene, min %	D2042	99.5	

- .1 The limits of the viscosity and penetration for 150-200 (A) asphalt shall be as follows:
 - .1 Viscosity 55/Penetration 150
 - .2 Viscosity 78/Penetration 150
 - .3 Viscosity 50/Penetration 200
 - .4 Viscosity 92/Penetration 200

2.5 MINERAL FILLER

- .1 Finely ground particles of limestone, hydrated lime, Portland cement or other approved non-plastic mineral matter, thoroughly dry and free from lumps.
- .2 Add mineral filler when necessary to meet job mix aggregate gradation or as directed to improve mix properties.
- .3 Mineral filler to be dry and free flowing when added to aggregate.

2.6 ANTI-STRIPPING AGENTS

- .1 If requested by the City Engineer, the contractor shall prepare a stripping potential test.
- .2 If determined a requirement by the results of the stripping potential test, hydrated lime shall be used.

2.7 MIX DESIGN

- .1 The Contractor shall prepare and submit a mix design to be approved by the City Engineer.
- .2 Mix design to be developed to the requirements of the Ministry of Highways and Infrastructure STP 204-10.
- .3 The proposed job mix formula requires approval by the City Engineer.
- .4 If changes are made to the source or splits of aggregate or asphalt, a new mix design shall be required.
- .5 Measure physical requirements shown in 2.2.4 as follows:
 - .1 Marshall load and flow value to ASTM D1559.
 - .2 Air voids to ASTM D3203.
 - .3 Voids in mineral aggregates to AI MS2, chapter 4.
- .6 Do not change job-mix without prior approval of the Engineer.

- 2.8 ASPHALT TACK COAT**
.1 Emulsified asphalt SS-1 or liquid asphalt MC 30 or RC 30

- 2.9 ASPHALT FOG COAT**
.1 Emulsified asphalt SS-1 mixed 1:1 with water.

Part 3 Execution

3.1 EQUIPMENT

- .1 Pavers
- .1 Pavers shall be self-propelled units capable of spreading and finishing the asphalt concrete to the specified typical cross section and thickness shown on the paving plans. For traffic lanes, pavers shall be operated using the following:
 - .2 Automatic screed controls, for the control of longitudinal and transverse slope and joint matching. The automatic control device shall be capable of being operated from either side of the paver.
 - .3 Vibrating screed
- .2 Rollers
- .1 Sufficient number of rollers of type and weight to obtain specified density of compacted mix.
- .3 Haul trucks: of sufficient number and of adequate size, speed and condition to ensure orderly and continuous operation and as follows:
- .1 Boxes with tight metal bottoms.
 - .2 Covers of sufficient size and weight to completely cover and protect asphalt mix when truck fully loaded.
 - .3 In cool weather or for long hauls, insulate entire contact area of each truck box.
- .4 Suitable hand tools.

3.2 PLANT AND MIXING REQUIREMENTS

- .1 The asphalt plant shall be capable of turning out a uniform mix of previously designed proportions and to maintain this mix. The plant shall be equipped with screens and bins.
- .2 Proportioning may be done by weight or volume and must be accurate. The asphalt may be done by weight or volume and must be accurate. The asphalt storage tanks shall be protected from open flame and be equipped with an easily read thermometer.
- .3 Temperatures shall be controlled in accordance with the following limits for 150 – 200(A) Asphalt:
 - .1 The maximum temperature of dry aggregate shall be 160°C.
 - .2 Asphalt shall be stored between 120-175°C.
 - .3 The temperature of the bituminous mix at the pugmill shall be between 135-155°C.

- .4 The bituminous aggregate, immediately before entering the pugmill, shall not contain more than one-half percent (1/2%) moisture by weight.
- .5 Feed aggregates from individual stockpiles through separate bins to cold elevator feeders. Do not load frozen materials into bins.
- .6 Feed cold aggregates to plant in proportions to ensure continuous operations.
- .7 Calibrate bin gate openings and conveyor speeds to ensure mix proportions are achieved.

3.3 APPLICATION OF ASPHALT TACK COAT

- .1 The surface should be clean before application; sweep with a power broom if necessary.
- .2 Ensure that no more tack coat than is necessary for the days operation is placed on the surface.
- .3 Asphalt for tack coat shall not be applied to a prepared surface when:
 - .1 The surface temperature is less than 2°C.
 - .2 The weather is misty, rainy, or if rain is impending.
- .4 Application rate is approximately 0.2 to 0.5 litres per square metre which is dependent on the type of surface being treated.
- .5 Tack Coat must dry before application of surface course.

3.4 ASPHALT LEVELING SHIM

- .1 The asphalt levelling shim shall be placed with a paver as defined in 3.1.1.
- .2 Place asphalt levelling shim in compacted layers not exceeding 100 mm in one lift.
- .3 The asphalt levelling shim should be compacted to a density no less than 96.5% of a standard fifty (50) blow Marshall density for the mix. Rolling shall be continued until all roller marks are removed and no further compaction is possible.
- .4 Pay adjustments for the asphalt levelling shim will not be assessed for thickness or densities at or above 96.5% but will be assessed as per section 01 29 00 – Payment Procedures for densities below 96.5%.

3.5 ASPHALT CONCRETE PAVING

- .1 Obtain approval of tack coat from Engineer before placing asphalt mix.
- .2 Place asphalt mix only when base or previous course is dry and air temperature is above 5 degrees C.
- .3 Asphalt concrete shall be placed in accordance with the following temperature limitations:
 - .1 Paving may begin, for other than the final lift, when the temperature is 0°C provided the temperature is forecast, by Environment Canada, for the closest location to the project, to reach at least 5°C that day.
 - .2 The final lift of asphalt concrete shall not be placed if:
 - .1 The atmospheric temperature is less than 5°C; or

-
- .2 The surface temperature is less than 7°C.
 - .4 Place asphalt concrete in compacted layers not exceeding 50 mm in one lift.
 - .5 Minimum 110°C mix temperature required when spreading.
 - .6 Maximum 155°C mix temperature permitted at any time.
 - .7 Compaction
 - .1 Compact each course with roller as soon as it can support roller weight without undue cracking or displacement. Roll until roller marks are eliminated.
 - .2 Compact asphalt concrete to density not less than 98% of density obtained with Marshall specimens prepared in accordance with ASTM D1559 from samples of mix being used or to a Target Density to be established based on a rolling pattern strip undertaken at the beginning of the work.
 - .3 The Target Density shall be based on a rolling pattern strip that shall comply with the following:
 - .1 The rolling pattern strip shall have a length of at least 250 m and shall be of the same thickness as the lift it represents.
 - .2 The material used shall conform to the requirements of the asphalt concrete stated in the contract or as specified by the Engineer.
 - .3 The Engineer and/or the Contractor at any time may order the construction of a new rolling pattern strip if there are reasons to indicate that the paving operation, the mix design or lift thickness have been altered.
 - .4 Compaction shall commence immediately and shall be completed before the temperature of the asphalt concrete falls below 55°C for 150-200 A asphalt concrete mixes.
 - .5 Compaction shall continue until the Specified Marshall Density is achieved or until no appreciable increase in the density can be achieved.
 - .6 The rolling pattern strip, if accepted, shall remain in place and shall become part of the completed work.
 - .7 If the Specified Marshall Density is not achieved, then the value of the density achieved with the rolling pattern will be used as the Target Density. Job Mix Formula Densities will continue to be taken, and should change occur in field density, lift thickness, or the lane being paved, the Engineer may direct that the Target Marshall Density control procedure be re-established.
 - .8 Keep roller speed slow enough to avoid mix displacement and do not stop roller on fresh pavement.
 - .9 Moisten roller wheels with water to prevent pick up of material.
 - .10 Compact mix with hot tampers or other equipment approved by the Engineer, in areas inaccessible to roller.
 - .11 Finish surface to have no irregularities greater than 5 mm in 3 m.

- .12 Finished asphalt surface to be within 5mm of design elevation but not uniformly high or low.
- .13 No payment will be made for quantities of asphalt concrete found to be thicker than specified.
- .14 The final finished surface of the mat shall be free from segregation, waves, hairline cracks, and other obvious defects.
- .15 Repair deficiencies including but not limited to checking, rippling or segregation as directed by the Engineer. The repairs may include, but not be limited to fog coats, overlays, or removal and replacement at the Contractors expense.

3.6 APPLICATION OF ASPHALT FOG COAT

- .1 To ensure the surface is well sealed and to reduce initial ravelling, The Contractor shall provide a fog coat as directed by the Engineer. This application will not be paid for directly and is considered a subsidiary obligation of the Contractor.
- .2 Asphalt for fog coat shall not be applied to the asphalt surface when:
 - .1 The surface temperature is less than 5°C.
 - .2 The weather is misty, rainy, or if rain is impending.
- .3 Application rate is approximately 0.3 litres per square metre which is dependent on the type of surface being treated.

3.7 JOINTS

- .1 Remove surplus material from surface of previously laid strip. Do not deposit on surface of freshly laid strip.
- .2 Paint contact surfaces of existing structures such as manholes, curbs or gutters with bituminous material prior to placing adjacent pavement.
- .3 For cold joints, cut back to full depth vertical face and tack face with hot asphalt.
- .4 For longitudinal joints, overlap previously laid strip with spreader by 100 mm. Longitudinal joints shall not be permitted within the lane.
- .5 Offset transverse joints in succeeding lifts by at least 300 mm.

3.8 TESTING

- .1 Inspection and testing of asphalt pavement will be carried out by a designated testing laboratory in accordance with Section 01 00 01 – General Requirements.
- .2 Costs of tests will be paid for by the Owner.
- .3 One complete Marshall stability analysis at the start of the project and one every 2,000 square metres of mat placed thereafter. Analysis to include; aggregate gradation, Marshall stability, Bulk Specific gravity, air voids, V.M.A., Flow index and asphalt content.
- .4 One bulk sample for aggregate gradation and asphalt content from each days operation.

- .5 One core samples shall be taken from the finished structure for each 500 square metres of pavement surface. Cores shall be tested for thickness, field density and asphalt content.
- .6 Location of core samples shall be as directed by the City Engineer.
- .7 Areas found, during normal quality control testing by the City Engineer, to be less than the specified thickness shall be subject to further investigation and pay adjustments. The investigation shall be carried out on either end of test locations indicating thin pavement and shall cover the entire area between adjacent test locations which indicate adequate pavement depth.
- .8 The above area shall be tested on the basis of one thickness test per 500 square metres of pavement. Test locations shall be as directed by the City Engineer.
- .9 Field density tests shall be taken in accordance with ASTM D2950, Standard Test Method for Bituminous Concrete in Place by Nuclear Methods.
 - .1 One field density test shall be taken for each 500 square metres of pavement surface.
 - .2 Test locations shall be as directed by the City Engineer.

3.9 PROTECTION

- .1 Keep vehicular traffic off newly paved areas until paving surface temperature has cooled below 38°C. Do not permit stationary loads on pavement until 24 hours after placement.
- .2 Provide access to buildings as required. Arrange paving schedule so as not to interfere with normal use of premises.

3.10 DENSITY AND THICKNESS TOLERANCE

- .1 Asphalt concrete found to be deficient in thickness or density of the Specified Marshall or Target Density shall have the price adjusted as outlined in Section 01 29 00 – Payment Procedures.

END OF SECTION

1. General

1.1 GENERAL

- .1 Topsoil shall be supplied on site from stripping operation earlier in the construction, or if material from stripping operation is unsuitable or insufficient in quantity, it shall be contractor's responsibility to obtain suitable topsoil at no additional expense to the Owner.

2. Products

2.1 TOPSOIL

- .1 Topsoil: mixture of particulates, micro-organism and organic matter which provides suitable medium for supporting intended plant growth.
 - .1 Soil texture based on the Canadian System of Soil Classification, to consist of 20 to 70% sand, minimum 7% clay, and contains 2 to 10% organic matter by weight.
 - .2 Contains no toxic elements or growth inhibiting materials.
 - .3 Consistence: friable when moist.
 - .4 Soil pH to range from 6.5 to 8.0 inclusive.
 - .5 Soil shall be free of any roots, living vegetation and weed seeds and couch grass.
 - .6 Soil shall be free of clay lumps, coarse sand and gravel 5 mm and larger, and any of other foreign matter.

2.1 SOIL AMENDMENTS

- .1 Peat-moss:
 - .1 Derive from partially decomposed species of Sphagnum Mosses.
 - .2 Elastic and homogeneous, brown in colour.
 - .3 Free of wood and deleterious materials which could prohibit growth.
 - .4 Shredded particle minimum size: 5 mm.
- .2 Sand: Washed coarse silica sand, medium to coarse textured.
- .3 Organic Matter: compost category A, unprocessed organic matter such as rotted manure, hay, straw, bark residue or sawdust, meeting the organic matter, stability and contaminant containment.
- .4 Limestones:
 - .1 Ground agricultural limestone.
 - .2 Gradation requirements: percent passing by weight, 90% passing 1.0 mm sieve, 50% passing 0.125 mm sieve.

3. Execution

3.1 PREPARATION OF EXISTING GRADE

- .1 Verify that grades are correct. If discrepancies occur, notify Owner and do not commence work until instructed by Owner.
- .2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
- .3 Remove debris, roots, branches, stones of 50 mm diameter and other deleterious materials.
Remove soil contaminated with calcium chloride, toxic materials and petroleum products.

- Remove debris which protrudes more than 75 mm above surface. Dispose of materials off site.
- .4 Cultivate entire area which is to receive topsoil to minimum depth of 100 mm. Cross cultivate those areas where equipment used for hauling and spreading has compacted.

3.2 PLACING AND SPREADING OF TOPSOIL

- .1 Place topsoil after Owner has accepted subgrade.
- .2 Spread topsoil in a uniform layer.
- .3 For sodded areas if any keep topsoil 15 mm below finished grade.
- .4 Spread topsoil as indicated to following minimum depth after settlement.
 - .1 100 mm for seeded areas.
 - .2 100 mm for sodded areas.
- .5 Manually spread topsoil around trees, shrubs and obstacles.

3.3 ACCEPTANCE

- .1 Owner will inspect and test topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

3.4 SURPLUS MATERIALS

- .1 Dispose of materials except topsoil not required where directed by Owner.

END OF SECTION

1. Part 1 General

1.1 **RELATED WORK**

- .1 Section 32 12 17 Topsoil and Finish Grading

1.2 **PRODUCT DATA**

- .1 Provide product data for:
 - .1 Seed
 - .2 Fertilizers
 - .3 Hydromulch, as approved, wood cellulose, containing no contaminants
 - .4 Tackifier / Binder

1.3 **SCHEDULING**

- .1 Seed in the spring after frost has left ground and before June 1 or between August 25 and September 10.
- .2 Schedule to complete work in one area before proceeding to next area.

1.4 **MEASUREMENT and PAYMENT**

- .1 Payment for seeding will be made at unit price bid per square metre of actual surface measurements taken and computed by the Owner. Areas of blending into existing turfgrass will not be measured for payment.

2. PART 2 Products

2.1 **GRASS SEED**

- .1 Canada "Certified" seed in accordance with Government of Canada "Seeds Act" and "Seeds Regulations".

- .1 Nurse Crop - Annual Ryegrass
- .2 SEED MIX – Dryland Mix
Available recognized seed firm or through Early's Farm and Garden Centre,
2615 Lorne Ave, Saskatoon, SK S7J 0S5, Toll Free: 1-800-667-1159,
Phone: (306) 931-1982

28% Creeping Red Fescue „Boreal“ Jasper II or Aberdeen
20% Tall Fescue „Mustang II“ Watchdog or Tomcat
7% White Clover (Micro) White Dutch – Common Type (NO LADINO)
15% Hard Fescue „Osprey“ Aurora Gold or Oxford
15% Kentucky Blue „Alene“ BrookLawn or Argyle
15% Perennial Rye Grass „Cutter“ Playmate or Citation Fore

- .1 In packages individually labeled in accordance with Government of Canada "Seeds Regulations" and indicating name of supplier and date bagged.

2.2 WATER

- .1 Free of impurities that would inhibit germination and growth.
- .2 Supply to be coordinated with City of Yorkton.

2.3 FERTILIZER

- .1 To Canada "Fertilizers Act" and "Fertilizers Regulations".
- .2 Complete synthetic, slow release with 35% of nitrogen content in water-soluble form. Ratio: 11:52:0.

3. PART 3 Execution

3.1 WORKMANSHIP

- .1 Do not perform work under adverse field conditions such as frozen soil, excessively wet or dry soil or soil covered with snow, ice or standing water.
- .2 Remove and dispose of weeds; debris; stones 25 mm in diameter and larger; soil contaminated by oil, gasoline, and other deleterious materials; off site.

3.2 SEED BED PREPARATION

- .1 Verify that grades are correct. If discrepancies occur, notify Owner and do not commence work until instructed by Owner.
- .2 Fine grade surface free of humps and hollows to smooth, even grade, to contours, and elevations indicated on Drawing L-3 Road and Site Grading Plan to tolerance of plus or minus 15mm. Ensure positive drainage.
- .3 Cultivate fine grade to 25mm depth immediately prior to seeding to achieve loose, friable bed.

3.3 SEED PLACEMENT

- .1 For **mechanical seeding**:
 - .1 Use "Brillion" type mechanical landscape seeder which accurately places seed at specified depth and rate and rolls in single operation.
 - .2 Use equipment and method acceptable to the Owner.
- .2 For **manual seeding**:
 - .1 Use "Cyclone" type manually operated seeder.
 - .2 Use manually operated, water ballast, landscaping type, smooth steel drum roller. Ballast as directed by Owner/Representative.
 - .3 Use equipment and method acceptable to Owner/Representative.
- .3 Seed Mix to be stratified prior to sowing.

- .4 On cultivated surfaces, sow seed uniformly at 125kg/hectare. Sow annual Ryegrass Nurse Crop at 125kg/hectare.
- .5 Sow half of required amount of seed in one direction and remainder at right angles.
- .6 Embed seed into soil to depth of 10 mm. Not less than 85% of seed to be placed at specified depth and covered by soil.
- .7 Consolidate seeded areas by rolling area with equipment approved by the Owner immediately after seeding.
- .8 Sow during calm wind conditions.
- .9 Water with fine spray to avoid seed wash-out. Water to ensure penetration of minimum 100 mm. Water in the early morning.

3.4 **HYDROMULCHING**

- .1 Immediately following seeding operations apply approved mixture of mulch, tackifier / binder and water with hydroseeder.

3.5 **FERTILIZING PROGRAM**

- .1 Apply fertilizer prior to seeding.
- .2 Spread fertilizer with mechanical spreaders over area to be seeded at rate of 100 kg/hectare.
- .3 Mix fertilizer thoroughly into upper 50 mm (2") of topsoil.

3.6 **MAINTENANCE DURING ESTABLISHMENT PERIOD**

- .1 Perform following operations from time of seed application until acceptance by the Owner.
 - .1 Water seeded area to maintain optimum soil moisture level for germination and continued growth of grass/perennials. Control watering to prevent washouts.
 - .2 Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance.
 - .3 Mowing as needed to keep growth to 100 mm - 150 mm height for a one (1) metre strip along sidewalk, curbs and path.
 - .4 Fertilize seeded areas after first cutting in accordance with fertilizing program. Spread half of required amount of fertilizer in one direction and remainder at right angles and water in well.

3.7 **ACCEPTANCE**

- .1 Seeded areas will be accepted by Owner/Representative, provided that:
 - .1 Areas are uniformly established and turf is free of rutted, eroded, bare or dead spots and free of weeds.
 - .2 Areas have been fertilized.
- .2 Areas seeded in late fall will be accepted in the following spring, one month after start of growing season provided all other acceptance conditions are fulfilled. Consult with the Owner for spring mowing procedures. Where the Contractor sows seed, and termination of the

Maintenance During Warranty Period is not achieved in the same year that the seed was sowed, the Contractor shall be responsible for spring replacement of any seeded areas damaged over the winter due to winter-kill, ice damage, sand/salt applications on adjacent streets, or from snow removal or spring clean-up equipment.

3.8 MAINTENANCE DURING WARRANTY PERIOD

- .1 Perform the following operations from time of acceptance until end of warranty period,
 - .1 Repair and reseed dead or bare spots to satisfaction of the Owner.

3.9 METHOD OF MEASUREMENT

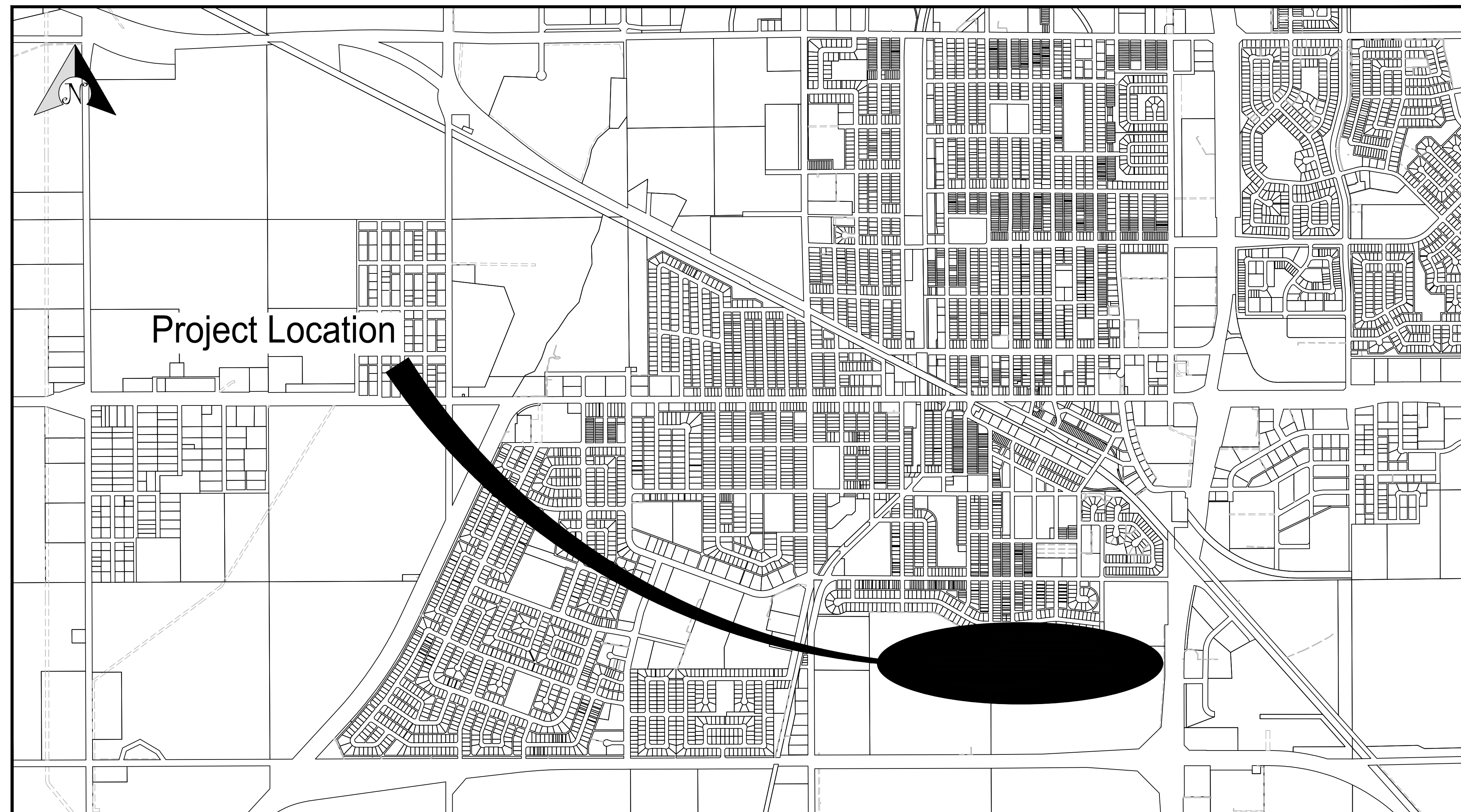
- .1 Seeding, supply, placement and maintenance of seed will be measured on an area basis. The area to be paid for shall be the total number of square metres seeded and maintained in accordance with this Specification and accepted by the Owner/Representative, as computed from measurements made by the Owner/Representative. **No payment will be made** for seeding placed outside of the limits of placement as directed by the Contract Documents.

END OF SECTION

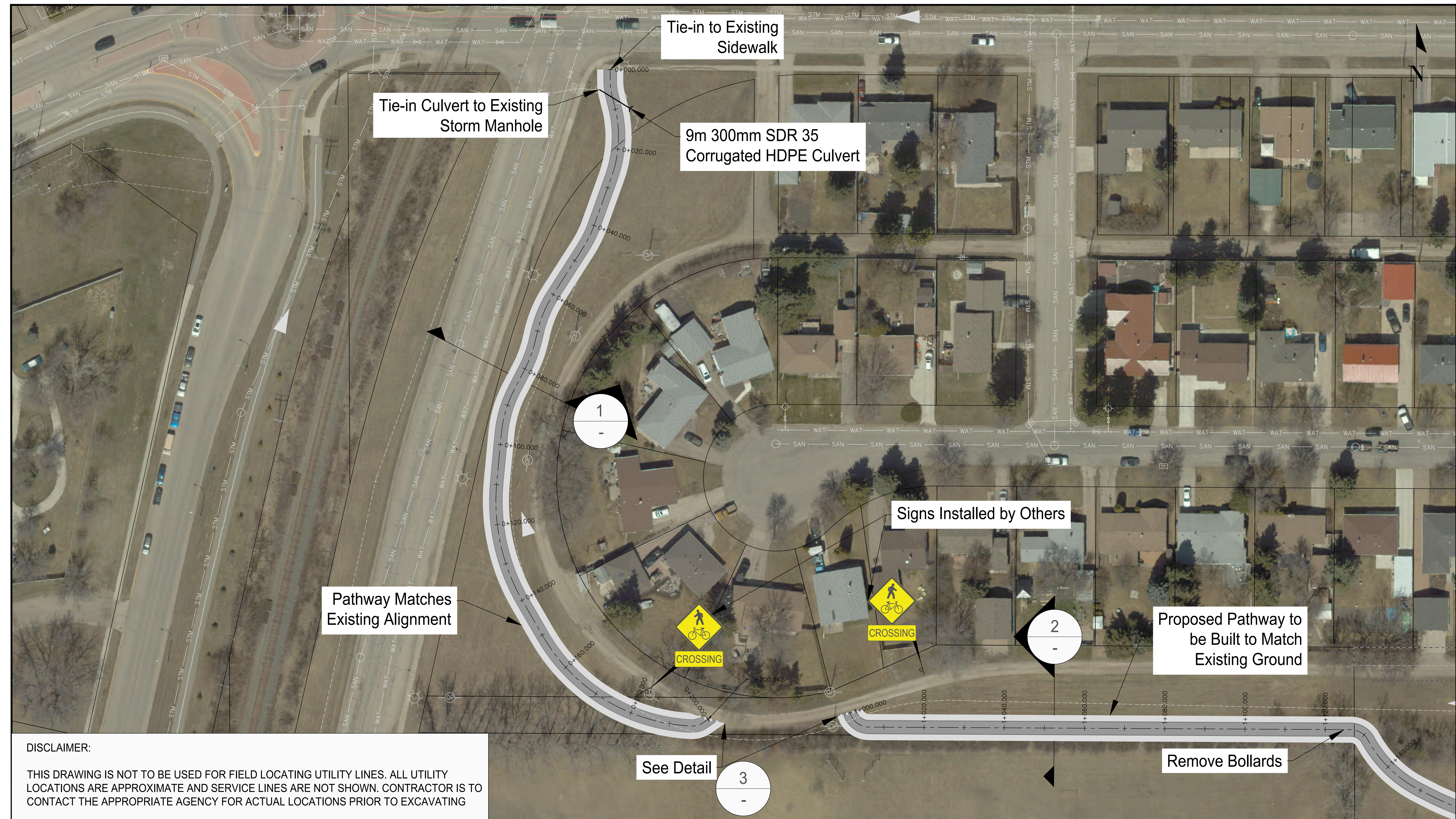
2021 Logan Green Pathway

May 4, 2021

ISSUED FOR TENDER



DRAWING LIST		
SHEET No.	REV. No.	DRAWING TITLE
	0	COVER PAGE
1	1	SITE PLAN - STA 0+000 - 1+140
2	1	SITE PLAN - STA 1+140 - 1+520
3	1	SITE PLAN - STA 1+520 - 1+860
4	1	SITE PLAN - STA 1+880 - 2+220
5	1	SITE PLAN - STA 2+180 - 2+560
6	1	SITE PLAN - STA 2+520 - 2+274
7	1	DETAILS



DISCLAIMER:
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NOTES:

LEGEND					

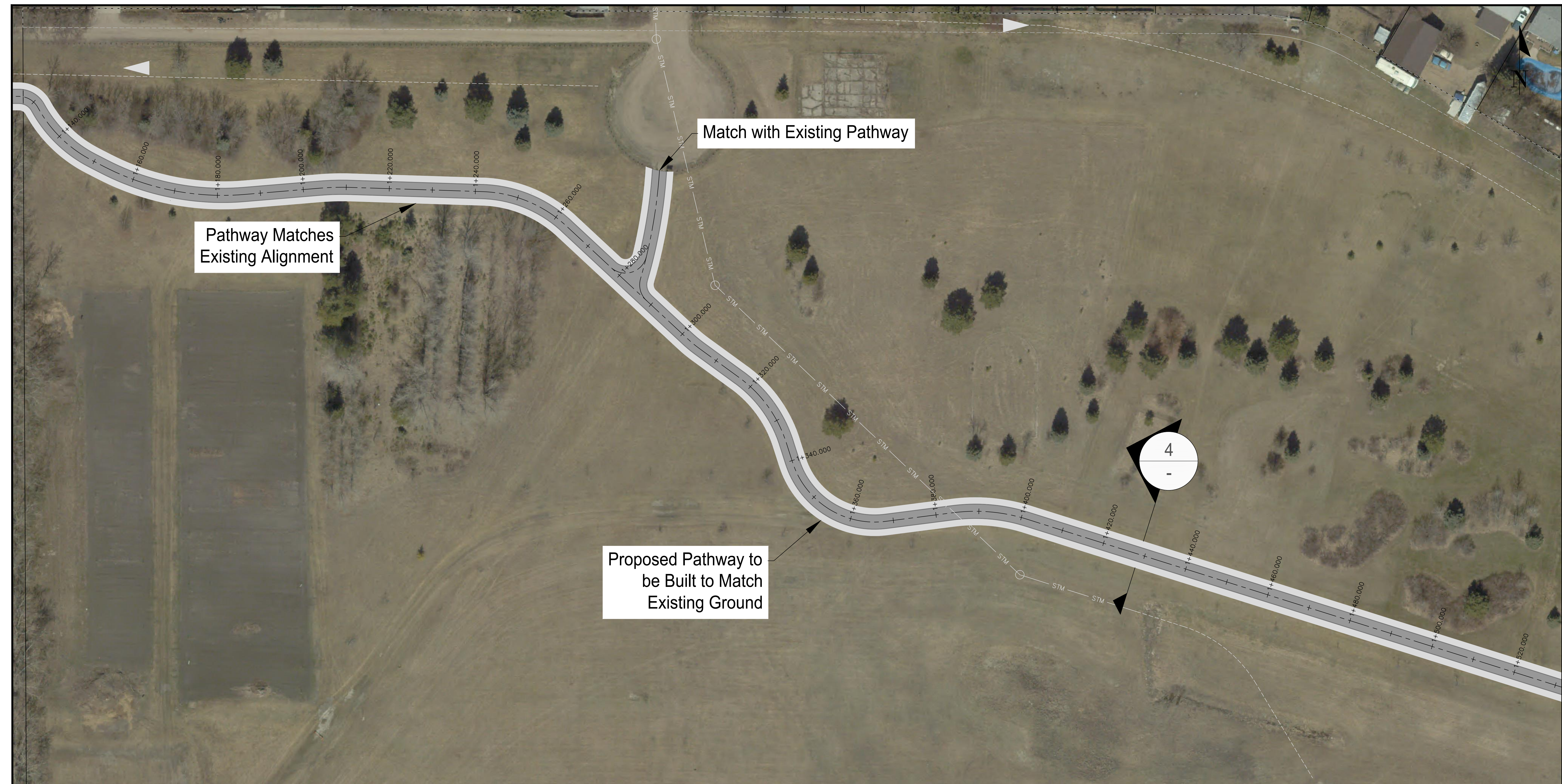


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DESIGNED	MR
CHECKED	JF
DATE	2021-05-04

CITY OF YORKTON
 2021 Logan Green Pathway
 Site Plan
 STA 0+000 - 1+140

SHEET 1 OF 6
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 DRAWING NUMBER 2021-001-CDP



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NOTES:

LEGEND

	Existing Manhole		Proposed Culvert		Existing Telephone		Existing Raw Water
	Existing Catch Basin		Existing Over Head Power Pole		Existing Hydrant		Existing Water Main
	Existing Street Light		Existing Over Head Power		Existing Valve		Existing Sanitary Sewer
	Existing Culvert		Existing Gas		Existing Water Filings		Existing Storm Sewer



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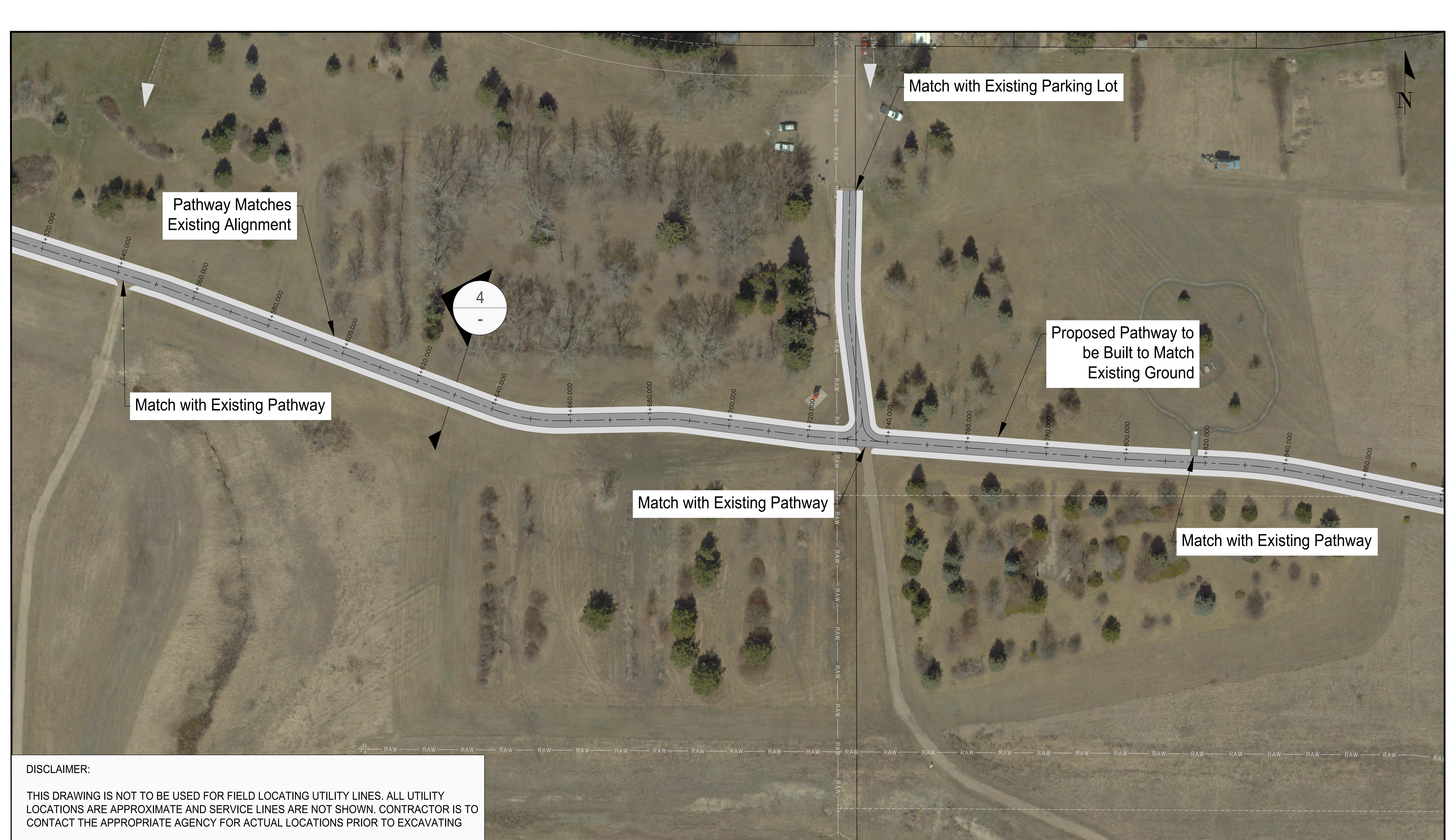
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CITY OF YORKTON
 2021 Logan Green Pathway
 Site Plan
 STA 1+140 - 1+520



SHEET 2 OF 7

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	Existing Catch Basin		Existing Over Head Power Pole		Existing Hydrant		Existing Water Main
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	Existing Culvert		Existing Gas		Existing Water Fittings		Existing Storm Sewer

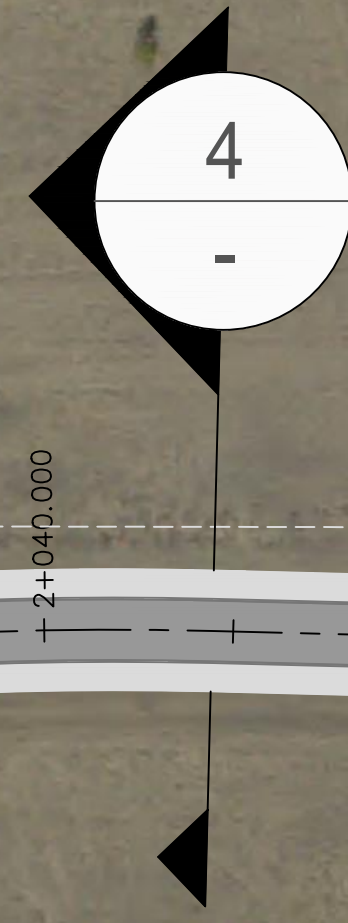


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CITY OF YORKTON
 2021 Logan Green Pathway
 Site Plan
 STA 1+520 - 1+860

SHEET 3 OF 7
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Pathway Matches Existing Alignment

Proposed Pathway to be Built to Match Existing Ground



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NOTES:


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	Existing Catch Basin		Existing Over Head Power Pole		Existing Hydrant		Existing Water Main
	Existing Street Light		Existing Over Head Power		Existing Valve		Existing Sanitary Sewer
	Existing Culvert		Existing Gas		Existing Water Filings		Existing Storm Sewer



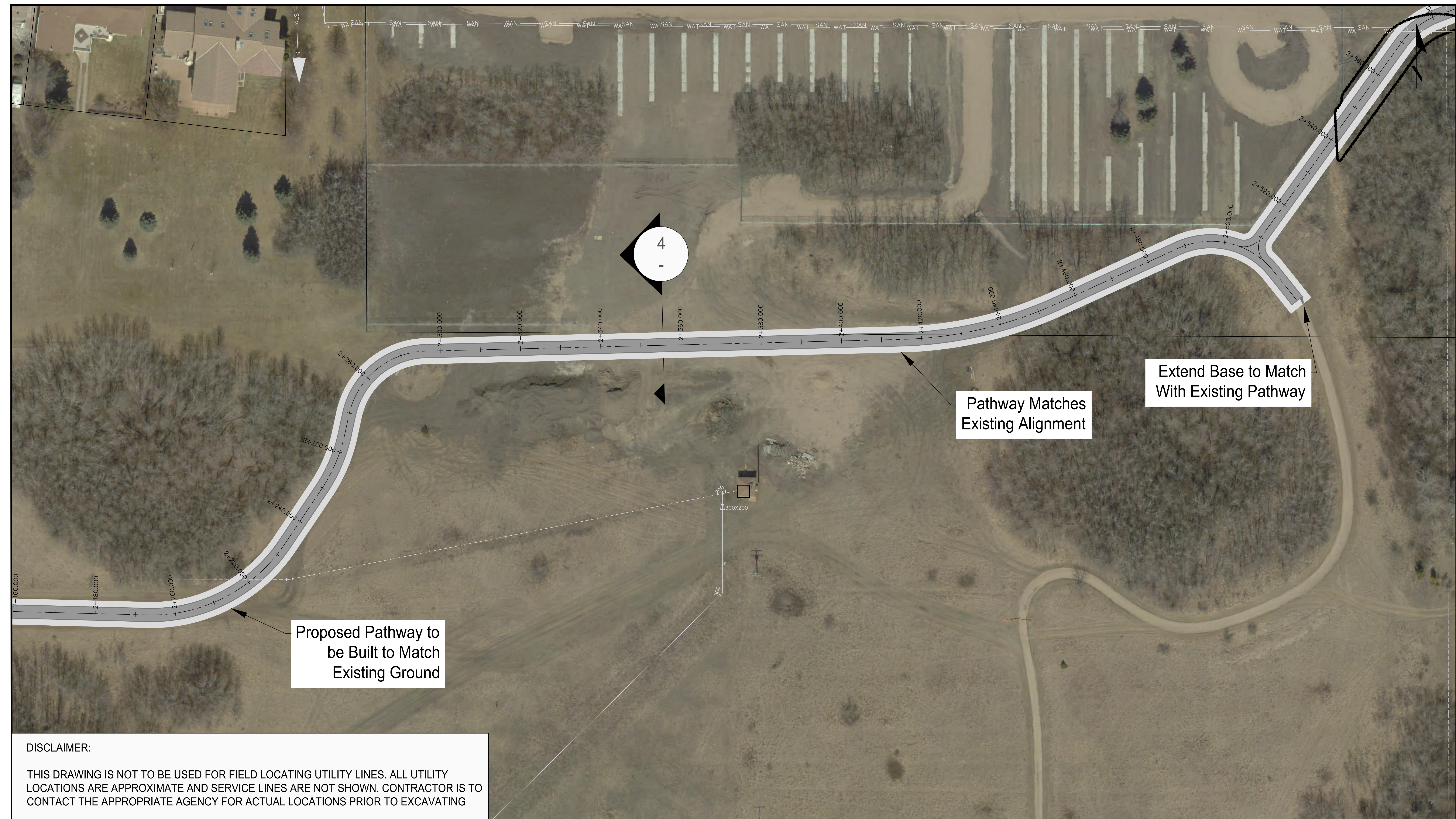
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CITY OF YORKTON
2021 Logan Green Pathway
Site Plan
STA 1+880 - 2+220



SHEET 4 OF 7
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	Existing Catch Basin		Existing Over Head Power Pole		Existing Hydrant		Existing Water Main
	Existing Street Light		Existing Over Head Power		Existing Valve		Existing Sanitary Sewer
	Existing Culvert		Existing Gas		Existing Water Fittings		Existing Storm Sewer



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CITY OF YORKTON
 2021 Logan Green Pathway
 Site Plan
 STA 2+180 - 2+560

SHEET 5 OF 7
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4 Bollards
with 1.5m Spacing

Match to Existing Roadway

4
-

Post Fencing with 2m Spacing
Supplied by City

Pathway Matches
Existing Alignment

Remove Existing Gate

Tree Removal

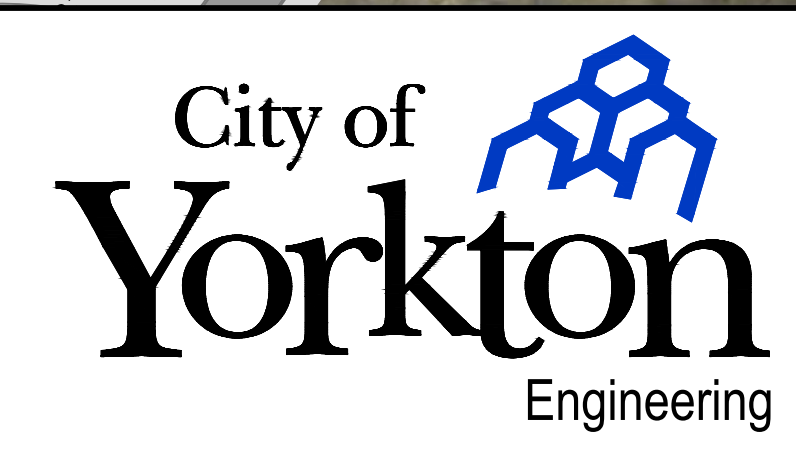
Proposed Pathway to
be Built to Match
Existing Ground

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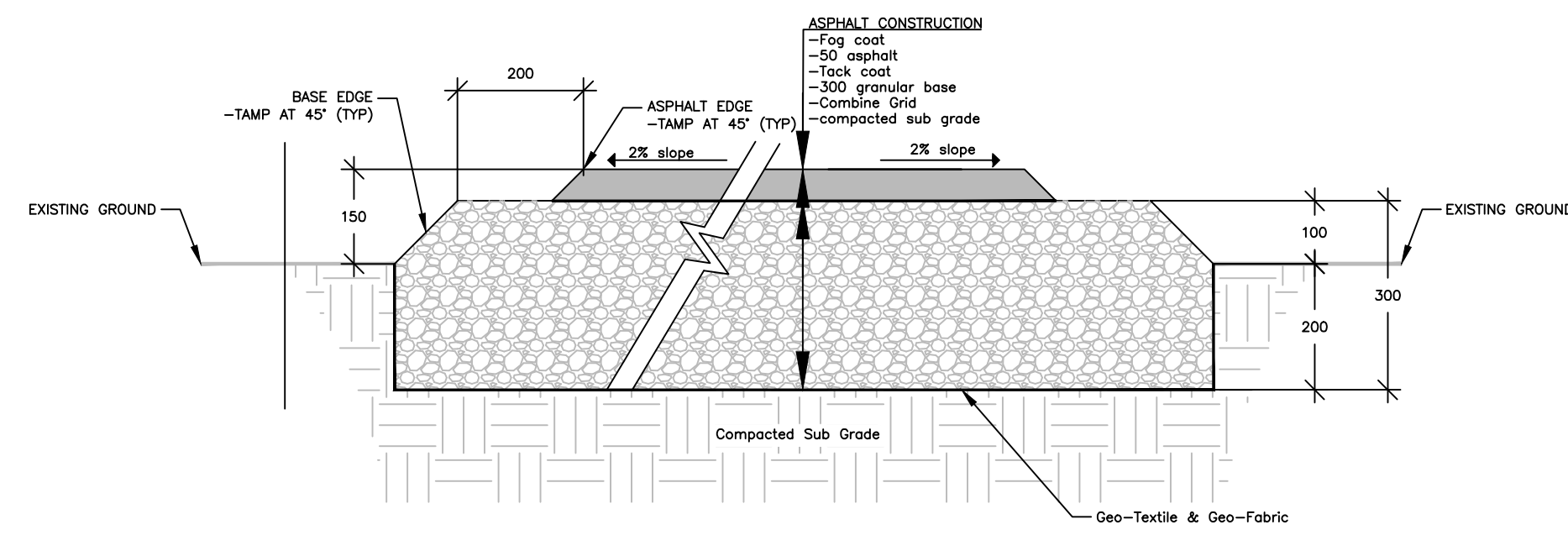
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CITY OF YORKTON
2021 Logan Green Pathway
Site Plan
STA 2+520 - 2+724

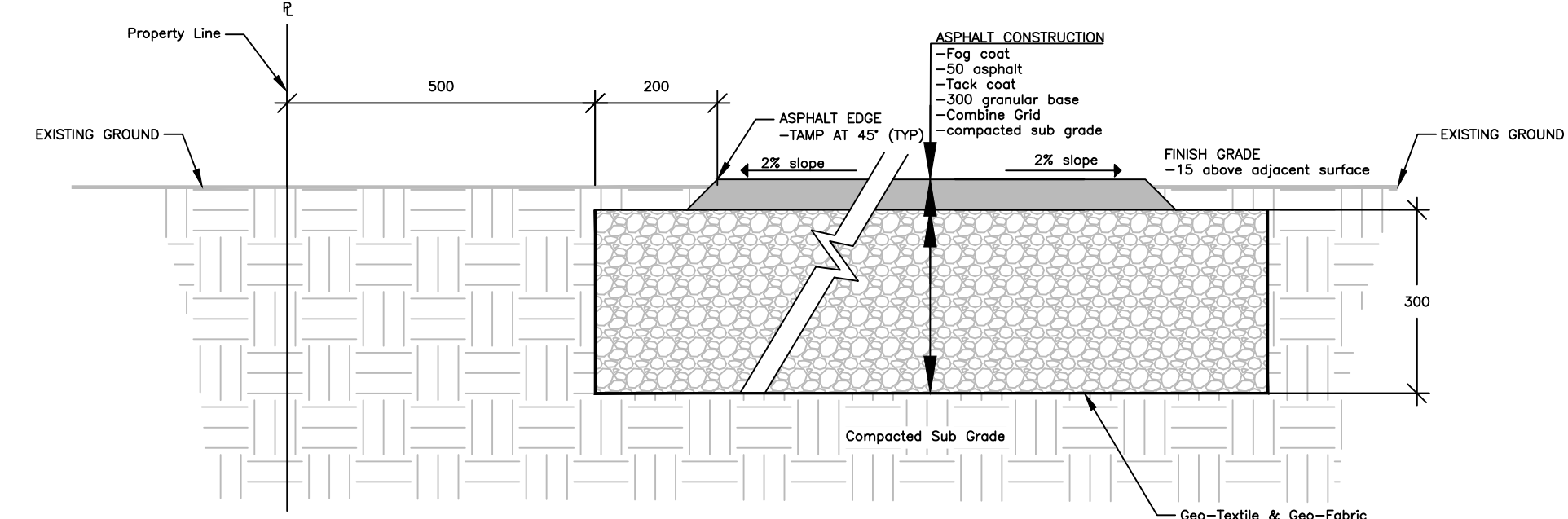


SHEET 6 OF 7
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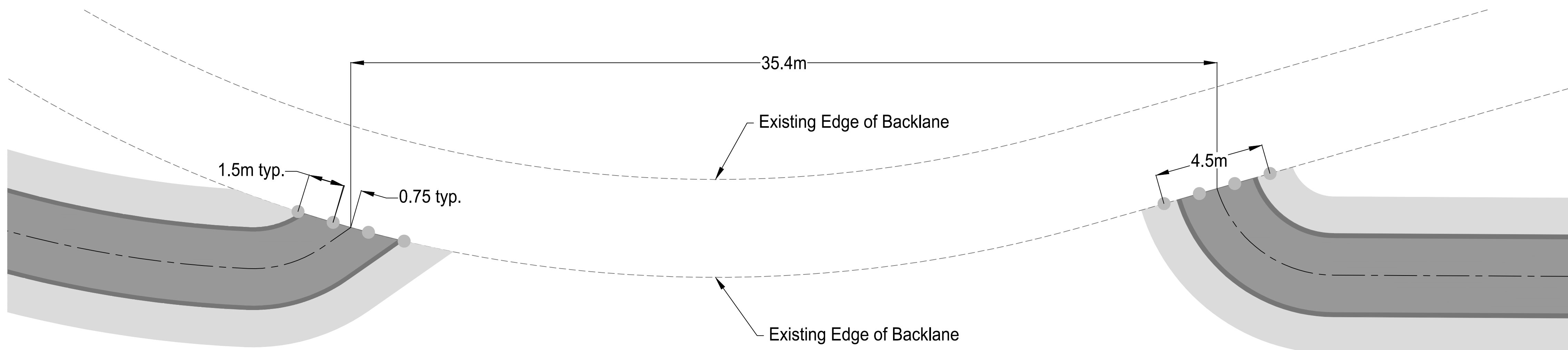
NOTE:
 1. All units are in millimeters U.N.O.
 2. Asphalt surface to have 2% crossfall in the direction of surface drainage flow (refer to grading plan).
 3. Asphalt path to be 3000 wide with min. 1500 radius at corners unless otherwise noted (refer to layout plan).

1 Raised Pathway Cross Section
 NTS

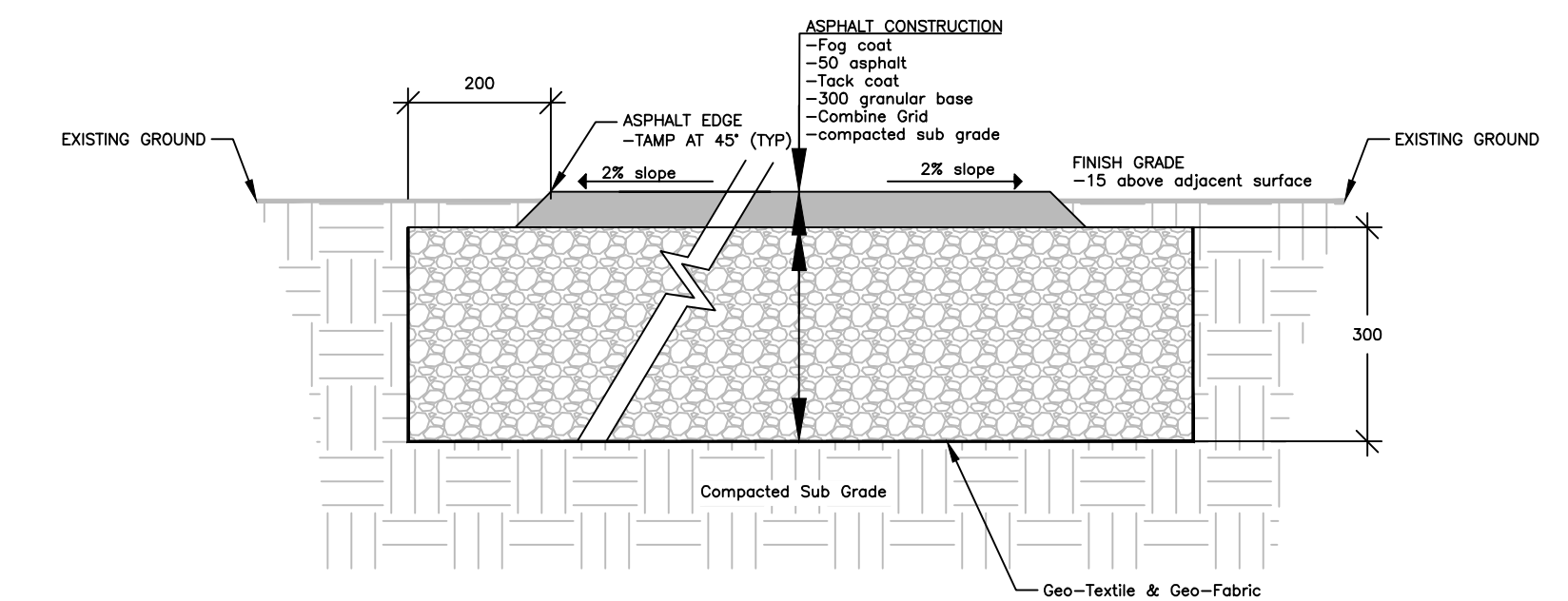


NOTE:
 1. All units are in millimeters U.N.O.
 2. Asphalt surface to have 2% crossfall in the direction of surface drainage flow (refer to grading plan).
 3. Asphalt path to be 3000 wide with min. 1500 radius at corners unless otherwise noted (refer to layout plan).

2 Pathway Cross Section Near Property Line
 NTS



3 Pathway Connection to Backlane
 NTS



NOTE:
 1. All units are in millimeters U.N.O.
 2. Asphalt surface to have 2% crossfall in the direction of surface drainage flow (refer to grading plan).
 3. Asphalt path to be 3000 wide with min. 1500 radius at corners unless otherwise noted (refer to layout plan).

4 Pathway Cross Section
 NTS

NOTES:



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CITY OF YORKTON
 2021 Logan Green Pathway
 Details



SHEET 7 OF 7
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